

# **COLLECTIVE AGREEMENT**

Between:

Ontario Compensation Employees Union (OCEU)

Canadian Union of Public Employees, Local 1750

and

The Workplace Safety & Insurance Board (WSIB),

Ontario

December 18, 2017 to April 30, 2020

06723 (15)

**TABLE OF CONTENTS**

**PREAMBLE AND PURPOSE ..... 1**

**ARTICLE 1 – RECOGNITION..... 3**

**ARTICLE 2 – ORIENTATION ..... 5**

**ARTICLE 3 – PROBATIONARY PERIOD FOR NEW PERMANENT HIRES..... 7**

**ARTICLE 4 – SENIORITY..... 9**

**ARTICLE 5 – RECRUITMENT, SELECTION, REASSIGNMENTS & TRANSFERS.... 13**

**ARTICLE 6 – ORGANIZATIONAL/TECHNOLOGICAL CHANGE..... 27**

**ARTICLE 7 – HOURS OF WORK / OVERTIME / SHIFT PREMIUM..... 41**

**ARTICLE 8 – TRAVEL and EXPENSES ..... 45**

**ARTICLE 9 – HEALTH and SAFETY ..... 49**

**ARTICLE 10 – PAID HOLIDAYS ..... 51**

**ARTICLE 11 – VACATION ..... 53**

**ARTICLE 12 – GRIEVANCE PROCEDURE ..... 59**

**ARTICLE 13 – DISCIPLINE AND DISCHARGE ..... 65**

**ARTICLE 14 – JOINT COMMITTEES ..... 67**

**ARTICLE 15 – WELLNESS DAYS ..... 69**

**ARTICLE 16 – LEAVE OF ABSENCE ..... 73**

**ARTICLE 17 – LEAVE OF ABSENCE FOR UNION ACTIVITIES..... 81**

**ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES ..... 87**

**ARTICLE 19 – PILOT PROJECTS ..... 95**

**ARTICLE 20 – CHECK OFF OF UNION DUES ..... 97**

**ARTICLE 21 – EMPLOYEE BENEFITS..... 99**

**ARTICLE 22 – CONTRACT EMPLOYEES ..... 103**

**ARTICLE 23 – NO DISCRIMINATION/ HARASSMENT..... 107**

December 18, 2017 to April 30, 2020

<b>ARTICLE 24 – PERFORMANCE APPRAISALS.....</b>	<b>109</b>
<b>ARTICLE 25 – WORK/LIFE BALANCE.....</b>	<b>111</b>
<b>ARTICLE 26 – AMALGAMATION, SALE and MERGER.....</b>	<b>119</b>
<b>ARTICLE 27 – INDEMNIFICATION of EMPLOYEES:.....</b>	<b>121</b>
<b>ARTICLE 28 – PENSION.....</b>	<b>123</b>
<b>ARTICLE 29 – GENERAL.....</b>	<b>125</b>
<b>ARTICLE 30 – SEVERANCE.....</b>	<b>127</b>
<b>ARTICLE 31 – TERM OF AGREEMENT.....</b>	<b>129</b>
<b>SCHEDULE “A”.....</b>	<b>130</b>
<b>SALARY RULES.....</b>	<b>134</b>
<b>JOB HIERARCHY LISTING.....</b>	<b>138</b>
<b>APPENDIX 1 – JOB FAMILIES.....</b>	<b>144</b>
<b>APPENDIX 2 (A) – DISABILITY INSURANCE.....</b>	<b>149</b>
<b>APPENDIX 2 (B) – EMPLOYEE BENEFIT PLANS.....</b>	<b>155</b>
<b>APPENDIX 3 – LANGUAGE PROFICIENCY LEVELS AND PAYMENT.....</b>	<b>170</b>
<b>APPENDIX 4 – RECOGNITION (Inclusion / Exclusion).....</b>	<b>173</b>
<b>APPENDIX 5 – HOME OFFICE PROGRAM.....</b>	<b>175</b>
<b>APPENDIX 6 – INFORMATION TECHNOLOGY CENTRE (ITC).....</b>	<b>181</b>
<b>APPENDIX 7 – FLEXIBLE WORK ARRANGEMENT (FWA) PROPOSAL.....</b>	<b>183</b>
<b>APPENDIX 8 – VACATION.....</b>	<b>187</b>
<b>LETTERS AND MEMORANDUMS OF AGREEMENT.....</b>	<b>191</b>
<b>Professional Association Fees.....</b>	<b>192</b>
<b>Continued Programs.....</b>	<b>193</b>
<b>Professional Duties.....</b>	<b>194</b>
<b>Post-Retirement Benefits.....</b>	<b>195</b>
<b>Employment Security – Prevention.....</b>	<b>198</b>
<b>Staffing of Special Project Work.....</b>	<b>200</b>
<b>Collision Deductible.....</b>	<b>202</b>

**December 18, 2017 to April 30, 2020**

<b>Tuition Assistance Eligibility.....</b>	<b>203</b>
<b>CUPE Member Facilitators.....</b>	<b>205</b>
<b>National Standard of Canada, Psychological Health &amp; Safety in the Workplace.....</b>	<b>206</b>
<b>Hours of Work.....</b>	<b>208</b>
<b>Customer Service.....</b>	<b>209</b>
<b>Eligibility Adjudicator Screening Requirements .....</b>	<b>210</b>
<b>Salary Scale Step Progression – Transition Rules.....</b>	<b>211</b>
<b>Irregular Hours .....</b>	<b>212</b>
<b>OTHER AGREEMENT(S).....</b>	<b>213</b>
<b>WSIB Employees’ Pension Plan.....</b>	<b>214</b>
<b>Drug Formulary .....</b>	<b>215</b>
<b>Reciprocal Agreements Regarding Transfer of Pension Credits.....</b>	<b>216</b>
<b>Pension Coverage during STD .....</b>	<b>217</b>
<b>Voluntary Exit (VE) and Salary Continuance.....</b>	<b>218</b>
<b>Vacation Credits and Attendance Credits Salary Continuance (Paid Leave of Absence).....</b>	<b>220</b>
<b>Job Library.....</b>	<b>222</b>
<b>Employment Standards Act Leaves.....</b>	<b>223</b>

**December 18, 2017 to April 30, 2020**

**THIS AGREEMENT made this 20th day of May 2016.**

**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.

**December 18, 2017 to April 30, 2020**

## 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 persons excluded by virtue of the provisions of the *Crown Employees Collective Bargaining Act* or by virtue of the criteria set out in Appendix 4.
- 1.02 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. In order to satisfy this requirement, the Parties agree to allow one (1) Confidential Assistant, titled (Business Assistant) per Director level position, excluding Executive Director level and above. 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 number of Director level positions.
- 1.03 It is not the Employer's intent that non-bargaining unit 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 non-bargaining unit, 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 4) will be emailed 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](http://www.oceu.ca))
  - OCEU/CUPE Local 1750 designate
  - Labour Relations Branch (Administrator) or designate

**December 18, 2017 to April 30, 2020**

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 non-bargaining unit or bargaining unit by the end of the meeting with the Director of Labour Relations (or designate) and the Union designate, the disagreement can be referred directly to the Grievance Settlement Board as a policy grievance in accordance with Article 12.09.

- 1.06 The Employer will provide the Union with organizational charts by February 1<sup>st</sup> 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.

- 1.07 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 paid time for a meeting with a Union representative.

**December 18, 2017 to April 30, 2020**

**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.

Contract employees who have performed the same job and become permanent with continuous service in that same job will be credited for one-half of the days worked in the contract position toward their probationary period, however, such probationary periods will be a minimum duration of ninety (90) days.

3.02 Employee Severance Upon Termination

Employees terminated during their probationary period will receive twenty (20) days severance pay inclusive of pay in lieu of notice.

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.

**December 18, 2017 to April 30, 2020**

**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 22.01 (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.

Contract employees who are hired to a permanent or another contract position will be considered to have continuous service provided there is no more than a fifteen (15) working day break between the expiration of the contract to the start date of the new job.

(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)).

## December 18, 2017 to April 30, 2020

### (e) 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 60<sup>th</sup> 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 Employer's intranet site four (4) times per year, on, or in the two weeks preceding January 1, May 1, August 1, and October 1.

- 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;

**December 18, 2017 to April 30, 2020**

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

4.06 Membership Lists

The Employer will provide an updated membership list to the Union on the last business day of every month which will include the following information:

- employee name
- employee identification number
- home address
- phone number
- permanent job title
- temporary job title
- contract job title
- permanent location
- temporary location
- salary grade
- salary grade step level
- hourly wage
- service date
- seniority date

**December 18, 2017 to April 30, 2020**



## 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 the knowledge, skills and abilities obtained through employment at the WSIB, external employment, education and training. The WSIB 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
- planned recruitments
- transfers between geographic locations

#### 5.01 Notice of Vacancies

- a) All vacancies will be posted on the Employer's Intranet (e.g. CONNEX) for not less than ten (10) consecutive working days. With agreement vacancies may be posted for five (5) consecutive working days.

Notwithstanding the following, internally Qualified Candidates are selected first.

In most cases a notice of vacancy will first be posted internally. In certain circumstances it may be more expedient and beneficial to both parties to place outside advertisements simultaneous with an internal posting, in which case 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 regardless of the date of hire into the position can be confirmed with their agreement within 6 months of the opening date of the most recent posting, provided:

- there is no higher ranking Qualified Candidate who turned down the temporary opportunity; AND
- there are no employees on the priority or special placement list where this vacancy is identified as the most suitable placement opportunity.

## December 18, 2017 to April 30, 2020

A new notice of vacancy will be posted if a permanent vacancy arises and;

- there are no permanent employees to be confirmed or,
- if the 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 1<sup>st</sup> of each year. Part time shall be no less than 14.5 hours per week.

### d) Planned Recruitment

A Planned Recruitment is a type of recruitment for large incumbency positions that exist in multiple offices for the purpose of creating a pool of Qualified Candidates which can be drawn upon when and if vacancies arise over the course of six (6) months.

Notwithstanding subsection 5.01(b), 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 but not rank their interest in geographic location(s). Where a Planned Recruitment has not indicated a potential vacancy in a particular location and a vacancy arises in that location a new posting is required.

### e) Information Contained in a Posting

All postings will include:

- Opening date
- 11:59 PM on the closing date
- Date of need
- Job title
- Salary grade
- Minimum & maximum rate of pay
- Number of vacancies (actual or anticipated)
- Permanent or temporary vacancy (with duration)
- Geographic location

## December 18, 2017 to April 30, 2020

- Hours of work (regular, 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
- How to submit an application
- How to confirm receipt of application

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

### f) 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.

## 5.02 Eligibility to Apply for Postings

### a) Permanent & Probationary Employee

An employee, who has or will complete their trial, probationary or waiting period in their current position by the date of need, may apply for a posted vacancy.

Date of need is:

- 6 months from the closing date of the posting for planned recruitments or
- thirty (30) working days from the closing date of the posting for non-planned recruitments

Job Offer:

When a job offer is made prior to the date of need to an employee who has not completed their trial, probationary or waiting period, the job offer will be made contingent on the trial, probationary or waiting period ending before the start date of the position.

This requirement does not apply if:

- their current job was acquired as a consequence of technological or organizational change (Article 6) or

## December 18, 2017 to April 30, 2020

- an employee successfully completed a trial period, probationary or waiting period for the same job, unless the job has been significantly changed since the trial, probationary or waiting period was completed

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 5.12.

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.

### b) Same Job to Same Job

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

### c) Contract Employee

Contract employees are eligible to apply for posted vacancies after completing a waiting period of 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 bargaining unit employees who have completed their waiting period have first been fully considered and vacancies continue to exist for the same job (full time or part time) that the contract bargaining unit employee is currently performing in the same geographic location.

## 5.03 Screening to Determine Preliminary Candidates

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

Persons with disabilities have the right to equal treatment, which includes the right to accessible recruitment/selection tools.

After the posting closes, all applications from permanent employees will be reviewed and applications from employees without seniority and external candidates may also 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

**December 18, 2017 to April 30, 2020**

and experience gained through WSIB employment, volunteer work and/or other employment and education.

- Minimum requirements may include prerequisite internal job experience for positions not posted externally.
- Applicants can use their maximum template levels once they attain their eligibility to apply for postings.

The Employer may require a specific skill set or on the job experience for the following positions\*:

- Appeals Resolution Officer
    - Adjudication/Case Management,
    - Revenue
  - Skills Development Specialist
    - Adjudication/Case Management,
    - Revenue,
    - Work Reintegration
  - Program Evaluation Specialist
    - Adjudication/Case Management,
    - Revenue
  - Quality Management Specialist
    - Registered Nurse,
    - Occupational Therapist,
    - Chiropractor,
    - Physiotherapist
  - Compliance Specialist
    - Case Management,
    - Revenue
- \* Jobs may be added or removed with mutual agreement between the Union and Employer

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.

5.04 Preliminary Candidates

Notwithstanding the following, internal Qualified Candidates are selected first.

## December 18, 2017 to April 30, 2020

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 may be assessed concurrently.

### 5.05 Selection Tools

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*)

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.

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

### 5.06 Pre-Qualified Candidates

- a) Preliminary Candidates who meet the established threshold will be identified as qualified for the vacant position and will remain qualified for 36 months from the date the employee is notified of their score in writing unless the job has been significantly changed under Article 6 since they met the threshold.

They can reuse their score in the subsequent competitions or opt to compete to improve their score in accordance with 5.02(a).

- b) Where a permanent, temporary or contract 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 or waiting period in the same job. They will be considered qualified with a score of five percent (5%) above the minimum threshold and can use this score in any competition but will only

**December 18, 2017 to April 30, 2020**

be able to compete to improve their score in accordance with Article 5.02(a) and use whichever score is greater.

This is contingent on the following:

- the job has not been significantly changed under Article 6 since they vacated the job,
  - 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.
- c) Permanent Employees within a Qualified Candidate job family prerequisite position (see Appendix 1) will be considered as qualified with a score of the minimum threshold. Such employees will be eligible to compete to improve their score in accordance with Article 5.02(a) of the collective agreement and use whichever score is greater.

5.07 List of Qualified Candidates

Notwithstanding the following, internal Qualified Candidates are selected first.

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 complete the assessment and select 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.

**December 18, 2017 to April 30, 2020**

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

5.08 Order of Consideration for Vacancies

First Consideration (Priority Placement & Special Placement)

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 6.16).

Notwithstanding the above, consideration for filling vacancies will be based on the parties' obligations under the Ontario Human Rights Code.

Employees with priority placement rights will be placed into positions in accordance with Article 6.

Special placement employees will be afforded retraining in accordance with the Human Rights Code and/or Article 6.10.

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 technological changes (see Article 6) and placed, with income protection, into a job at a lower salary grade and no longer have priority placement rights or,
- afforded special placement rights and placed into a job at a lower salary grade for the duration of income protection noted in Salary Rules.

In order of seniority, employees will be offered placement into vacancies for which they apply for and 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. In place of assessing the employee using selection



## December 18, 2017 to April 30, 2020

tools as per Article 5.05, 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 the same training as that offered to new hires or newly promoted employees and a work trial as noted in Article 5.14.

Special placement employees with secondary placement rights will be afforded the same training as that offered to new hires or accommodated training in accordance with the *Ontario Human Rights Code*.

### 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

### 5.09 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 21<sup>st</sup> 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

## December 18, 2017 to April 30, 2020

### 5.10 Subsequent Vacancies

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

- a) From the original internal Qualified Candidate list. The next highest ranking candidate will be offered the subsequent vacancy according to the relative equality rules in 5.07.
- b) If the list of internal Qualified Candidates has been exhausted, then external qualified applicants who applied to the original posting, if any, will be offered the subsequent vacancy/vacancies if any.
- c) If there are any remaining vacancies, the position will be re-posted internally. Concurrent with a new internal posting, the vacancy may be posted externally.

Applications will be considered from those who did not apply to the original posting.

Internally Qualified Candidates will be selected first.

### 5.11 Temporary Vacancies

- a) 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 5.08 and Article 6 is offered and accepts the temporary match.

- b) 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

**December 18, 2017 to April 30, 2020**

from their work while in the bargaining unit. The grievance must be filed in accordance with Article 12.

5.12 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 5.11. The position will be posted when it is determined that the need for the reassignment will exceed eighty (80) working days 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 5.11.

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 Union and Employer.

c) Reassignments Outside the Bargaining Unit

If an employee accepts a temporary position outside of the bargaining unit, they will retain their rights and obligations under the Collective Agreement.

Effective July 1, 2016 the employee shall accrue seniority for one hundred and sixty (160) working days, once only in the same position outside of the bargaining unit and will not accumulate any further seniority until their return to the bargaining unit.

d) Right to Return to the Bargaining Unit

If an employee accepts a permanent position outside of the bargaining unit, Article 5.09 will apply.

**December 18, 2017 to April 30, 2020**

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.

5.13 Salary Treatment

See Salary Rules – Schedule “A” for salary administration rules.

5.14 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 and the job has not been significantly changed under Article 6 since the trial period was completed.

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

- One hundred (100) working days for jobs 204 and below.
- One hundred twenty (120) working days for jobs 205 up to and including 209.
- One hundred and sixty (160) working days for jobs at 210 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,

The employee will be returned to their former job. If the job is not available they will be returned to their former salary classification and placed in a job for which they are qualified.

5.15 Staff Development and Progression

a) Individual Development Plans:

Employees will have access to career development tools through the Employer’s intranet. This career development plan could include: vocational assessment, career counseling and external education as provided by the tuition assistance plan and interview preparation. The focus is on assisting employees in developing their knowledge, skills and abilities (KSA) in preparation for career advancement opportunities in the WSIB.

**December 18, 2017 to April 30, 2020**

b) Job Families: \*see Appendix 1

Permanent and contract 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.

c) Job Selection Preparation and Job Library:

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

The Employer will make the following available to employees to assist with preparing for a job competition:

- Practice Objective Competency Test
- Interview Techniques tutorial

The Employer will also 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:

- large incumbency positions and;
- other jobs as agreed to between the Union and the Employer

And will be current normally to within twenty-four (24) months of when the posted closed, unless otherwise agreed to by the Employer and Union.

The Union and the Employer agree that selection tools in the library as of November 1, 2017 will remain as part of the library.

5.16 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.

**December 18, 2017 to April 30, 2020**

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.

5.17 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 5.06 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 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 Notice to the Union

- 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 of significant change or redundancy and at least five (5) working days in advance of a displacement, 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 monthly reports complete with Article 6 unplaced employees, special placement, recall status and Voluntary Exit list, detailing employee names, classification, geographic location, current affected salary grade, highest affected salary grade, income protected salary, and job placement with salary grade and income protected salary.

**December 18, 2017 to April 30, 2020**

6.03 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.

Where a position has been eliminated or reduced in number and where there is an incumbent with the same job, in the same geographic location, on the Voluntary Exit (VE) list, then their offer will be accepted removing the need to give official notice to an employee.

6.04 Notice to Affected Employees

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.

6.05 Significant Change

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.

Should a job be significantly altered due to organizational or technological change, the employee will have 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 training as described in Article 6.10 and trial period in Article 6.11.

If option (ii) is chosen or where an employee removes themselves during the work trial or is removed by the Employer during the work trial, the employee will have redundancy rights under Article 6.06 and the option for Voluntary Exit, if applicable, as described below.



## December 18, 2017 to April 30, 2020

Should significant change reduce the number of positions, incumbents in the same geographic location on the Voluntary Exit list will have their offers accepted in seniority order, up to the number of positions reduced. If there are still more incumbents than positions the incumbents in the order of most to least senior will have the option to accept or decline the changed position, then the remaining unplaced least senior employees shall have rights to accept Voluntary Exit or Redundancy under Article 6.06.

Where a job is significantly changed the option for Voluntary Exit will apply as follows:

- Voluntary Exit will be offered 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 may be offered 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.

### 6.06 Redundancy

Redundancy can occur in five (5) 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 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
5. an employee is displaced as the least senior employee as described in 6.12

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

The Employer will advise in writing those employees with seniority affected by the change with at least twenty-six (26) calendar weeks' notice to layoff and up to twenty-six (26) calendar weeks of priority placement. Notices will be issued on the basis of lowest seniority. Employees without seniority (contract and probationary) affected by the change will not receive notice, but may be terminated in accordance with Articles 3, 6.13 and 22.

All employees deemed redundant will be given, in writing:

- at least twenty-six (26) weeks' notice prior to layoff,
- up to twenty-six (26) weeks of priority placement, and
- an offer of Voluntary Exit, in accordance with Article 6.18

## December 18, 2017 to April 30, 2020

If the employee does not accept the Voluntary Exit offer the Employer will, as opportunities arise prior to the 26<sup>th</sup> week, select the most suitable of:

1. a Voluntary Exit match, or
2. a priority placement match under Article 5.08 or
3. a displacement of a less senior bargaining unit member (bump).

This decision will be made based on information available at the time and in accordance with Article 6.08.

### 6.07 Leaves of Absence

If during a leave of absence including vacation an employee's position is affected by organizational and/or technological change, the employee will at that time be notified in accordance with Article 6. The employee's actual notice period will commence when the leave is concluded.

If an employee commences any leave within their notice period prior to being placed, with an expected duration of four (4) weeks or less, the 26 week notice period will not be suspended.

The 26 week notice period will not be suspended during vacation leave that commences after the notice is given.

Where a leave (excluding vacation) with an expected duration is greater than 4 weeks, the notice period will be suspended from the beginning of the leave until the leave is concluded.

While on a leave of absence an employee may apply to vacancies using their priority placement rights.

### 6.08 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 as per Article 6.14 (relocation).

In order of seniority, employees will be placed into positions (vacancies, or VE matches) 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.

## December 18, 2017 to April 30, 2020

Employees will also be eligible for placement into displacements at or below the current affected salary grade.

Comparable knowledge, skills, and ability means that an affected employee has the established minimum requirements for the position or has the ability to obtain them following the training provided by Article 6.10 and/or the on the job training provided during the trial period as per Article 6.11. In place of assessing the employee using selection tools as per Article 5.05, the Employer may perform a KSA gap analysis, which may include a meeting between the employee and Employer, to determine if the employee will be able to successfully perform the job. Further, if an employee does not meet an educational requirement, the Employer will consider whether or not the educational requirement is reasonably necessary for performance of the duties of the position.

If there are multiple employees on the priority placement list for whom the same position is the most suitable, employees will be placed in order of seniority.

If there are multiple opportunities at the same salary grade that are suitable for an employee to be placed in, the Employer shall determine which position is the most suitable based on the knowledge, skills and abilities (KSA) of the employee, seniority and impacts to other employees. In making this determination the Employer has the option to select a vacancy in place of a VE match at the same salary grade. Where all other factors are equal, the determination of which position is the most suitable shall be based on employee interest.

a) Up to Two Salary Grades Below:

- i. If the most suitable placement is a vacancy (see Article 5.08) the Employer will:
  - place the employee in the new position and confirm the placement in writing.
- ii. If the most suitable placement is a Voluntary Exit match (see Article 6.18) the Employer will:
  - place the employee in the new position,
  - confirm the placement in writing, and
  - provide the exiting employee with written confirmation that their offer has been accepted.
- iii. If the most suitable placement is a displacement (see Article 6.12) the Employer will:
  - provide the Union five (5) working days advance notice in accordance with Article 6.02(c),
  - following which the Employer will place the employee in the new position, confirm the placement in writing, and

**December 18, 2017 to April 30, 2020**

- provide the displaced employee notice in accordance with Article 6.06.
- b) At any time during the notice period, if there is no suitable match within two salary grades, the employee is encouraged to request matching to vacancies or VE matches more than two (2) salary grades lower in:
- their own location, or
  - other geographic locations they are willing to consider.
- c) After seventeen (17) weeks of notice, if there are no opportunities for placement into a suitable vacancy, a VE match or displacement match within two (2) salary grades below, the Employer may place the employee into a vacancy, VE match or displacement more than two salary grades below the employee's current salary grade.
- d) Temporary Vacancies:

An employee may apply their priority and secondary placement rights for temporary assignments.

The Employer may place an employee in a temporary vacancy to delay the displacement process or the layoff of the employee. The employee will receive the same training as that offered to new hires or newly promoted employees, unless the employee requires less training.

During the term of a temporary vacancy the employee will remain eligible for priority placement into permanent positions under this Article. Once the term of the temporary vacancy expires:

- the employee will receive the remainder of their notice period, if any, or
- For temporary placements that extend beyond the notice period employees will be deemed to have reached the end of the 26 week notice period when the temporary assignment ends.

In either case the employee will once again be considered for placement into a suitable position.

- e) Secondary Placement Rights:

Where an employee affected by organizational and/or technological change is placed with income protection into a job at a lower salary grade and where priority placement rights have expired, the employee shall have secondary placement rights as described in Article 5.08.

Secondary placement rights under Article 5 will continue to apply to posted vacant positions that are at the current placement salary grade or closer to the highest affected salary grade.

## December 18, 2017 to April 30, 2020

### 6.09 Bilingual Positions

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.

### 6.10 Training

In an effort to minimize or eliminate adverse effects of organizational or technological change and to mitigate the need for income protection, the Employer will provide:

- the same training as that offered to new hires or newly promoted employees, unless the employee requires less training,
- pay for the training, and
- where practical, schedule the training during normal working hours.

Where the only possible positions (vacancies, Voluntary Exit matches or displacements) that can be found for an employee are more than three (3) salary grades below the current salary grade of the employee’s affected job or salary grade previously affected in, whichever is greater, the Employer, prior to placing the employee in a position more than three (3) salary grades below, will:

- Review vacancies within 2 salary grades of the employee’s current affected grade or salary grade previously affected in, whichever is greater and if there are any such vacancies;
- Review whether providing additional training not to exceed eight (8) months in total, to acquire new or modified skills, would allow for the employee to be placed into a vacancy within 2 grades, and if so, place the employee in the vacancy and provide the training.

### 6.11 Trial Period

For any placement under this Article, including where an employee has chosen to accept a significantly changed position, as well as placements into vacancies, VE matches or displacements, the position will include a trial period, the length of which shall be the same as the trial periods set out in Article 5.14.

This trial period shall apply in all cases including where an employee had successfully completed a trial period for the same job previously.

## December 18, 2017 to April 30, 2020

If during the trial period, if the employee's performance is unsatisfactory in the opinion of the Employer, the employee will be removed from the position and receive the remainder of their notice period, if any, and be considered again for placement into a vacant position, VE match or displacement.

The notice period shall not be suspended during the trial period. If the placement is at a lower salary grade than the employee's affected salary grade, the employee will have one (1) option to withdraw solely if the removal is to secure a position through the exercise of priority placement rights to a permanent vacancy at the current placement grade or closer to the employee's income protected (highest affected) salary grade. In order to exercise this right an employee would have to apply to a posted vacancy.

### 6.12 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 position identified as the most suitable placement.
- b) If no position is available in the employee's current geographic location, and the notice period has expired, and should the employee wish to relocate, the Employer will consider the same option as in 6.12 (a) above in locations for which the employee has, in writing, expressed a preference.
- c) A suitable displacement includes placement into a position closest to the employees' current affected salary grade maximum with training (see Article 6.10) as required and a trial period. (see Article 5.14)
- d) Unilingual and bilingual positions will be considered the same where no opportunity to displace a less senior employee exists to ensure a more senior employee is not laid off.

### 6.13 Displacement of Contract and Probationary Employees

No permanent employee will be laid off without the opportunity to displace a contract or probationary WSIB employee performing work for which the permanent employee meets the established minimum requirements. The contract or probationary employee will be terminated, and if both existed in the same position the contract employee would be terminated instead of the probationary. In the case of a contract employee, the affected employee will assume the work as a permanent employee in a temporary assignment for the duration of the contract, and in the case of a probationary employee, the affected employee will assume the work as a permanent placement.

### 6.14 Relocation

At any point during their notice period an employee can inform the Employer that they are willing to relocate to another geographic location, in which case the employee will be eligible to be considered for placement into vacancies or VE matches in the alternate location(s) in accordance with Article 6.08. Employees, however, will only be eligible to

## December 18, 2017 to April 30, 2020

be considered for displacements to other geographic locations following the expiration of the notice period.

When 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 affected salary grade and if there is no position available in the employee's current geographic location at or above the salary grade of the vacancy in the other location. Once the Employer approves the relocation, the offer to relocate becomes final and binding.

When 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.

### 6.15 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.

#### a) Current Salary Above New Maximum

When an employee is placed under Article 5.08, 6.08 or 6.12 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.

## December 18, 2017 to April 30, 2020

If an employee is placed prior to the expiration of the twenty-six (26) week notice period, the employee will receive any step increases or general increases scheduled to occur during the remainder of the notice period.

### b) Current Salary Below New Maximum

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

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

## 6.16 Recall Rights

### a) 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 employee with priority or special placement rights who meets the minimum requirements and has greater seniority. Income Protection does not apply.

Following layoff, the Employer will offer to pay all non-optional benefit premiums for six months with the exception of Long Term Disability.

### b) 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.

Seniority will not accrue after the 60<sup>th</sup> working day.



**December 18, 2017 to April 30, 2020**

c) 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.

6.17 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

6.18 Voluntary Exit

a) Voluntary Exit package for Affected Staff

- i. 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:
  - One hundred thirty (130) working days pay, plus
  - the severance amount paid under 6.17
  - the Employer will continue to pay all non-optional benefit premiums for six months with the exception of Long Term Disability. This does not apply where an employee opted to accept non-optional benefits during a recall period. If the recall period is less than six months, the employee will receive the remaining period such that the amount totals six months.
- ii. In addition the normal cash payout of attendance credits and vacation credits will be paid.
- iii. The severance payment for all employee(s) will be based on the last day of active employment with the exception of the following:

## December 18, 2017 to April 30, 2020

- 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 6.04, 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.

### iv. Refusal of Placement

If during the first seventeen (17) weeks an employee refuses a permanent placement into a vacancy, VE match or displacement in their current geographic location (or another location the employee has indicated they are willing to relocate to) in accordance with Article 6.08, the employee will be deemed to have terminated their employment with the Employer and will receive the remainder of their severance payment as per (iii) above.

After the seventeen (17) week period if an employee refuses a permanent placement into a vacancy, VE match or displacement in their current geographic location or another location the employee has indicated they are willing to relocate to, the employee will be deemed to have terminated their employment with the Employer and will receive the remainder of their severance payment as per (iii) above.

### v. Voluntary Exit Offers by 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 fifty-four (54) weeks of pay, plus the normal cash payout of attendance credits and vacation credits.
- Acceptance of voluntary exit offers for non-affected employees will be based on seniority.

## b) General Voluntary Exit

### i. Maintenance of VE List

- The Labour Relations department 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 6.04 does not apply.

**December 18, 2017 to April 30, 2020**

ii. 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) Salary Continuance

The Employer shall permit employees to accept payments made under Article 6.18 (the Voluntary Exit program) as salary continuance to bridge to an eligible pension date as outlined in (ii) below. Employees may use 50% of banked attendance credits to a maximum of 26 weeks and 100% of vacation credits as well as notice and severance payments under Article 6.18.

- i. The period for receiving salary continuance shall not exceed the date an employee would become eligible for an unreduced pension. For greater certainty, salary continuance may be used to bridge an employee to an unreduced pension date, or to a reduced pension date, but in no circumstances shall the end date of salary continuance exceed the date of eligibility for an unreduced pension.
- ii. The employee shall receive the balance of any monies not utilized for salary continuance as a lump sum.
- iii. The amount of salary received by an employee during the period of salary continuance should be equal to the employee's total gross base salary immediately prior to beginning of salary continuance. This agreement shall not be interpreted so as to permit an employee to extend the payment period by receiving a reduced salary than that immediately prior to beginning salary continuance.
- iv. During the term of salary continuance, employees shall not be eligible for Accidental Death & Dismemberment, travel insurance and short-term or long-term disability coverage. In addition, the payment of non-optional benefit premiums will cease as at the end of the salary continuance period.
- v. The employee shall not accrue any vacation credits or wellness days during salary continuance. The last day of salary continuance shall be deemed to be the effective date of termination of employment.
- vi. This agreement does not prejudice an employee's eligibility for benefits provided by the Employer during retirement.
- vii. During the salary continuance period the Employer shall continue to deduct and remit Union dues in accordance with Article 20.
- viii. At any time within during the salary continuance period, the employee may direct the Employer in writing to pay all or part of the monies or balance thereof payable under this Agreement to any fund or financial institution in the province of

**December 18, 2017 to April 30, 2020**

Ontario as permitted under federal or provincial law or in such manner as the employee may direct. Should the employee elect this option the salary continuance end date shall be adjusted accordingly.

**ARTICLE 7**

**HOURS OF WORK / OVERTIME / SHIFT PREMIUM**

7.01 Definition

Normal hours of work for employees are thirty-six and one-quarter (36.25) hours per week at seven and one-quarter (7.25) 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 Union and Employer.

7.03 Lunch and Rest Periods

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

b) Part-Time:

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

The paid rest period will consist of fifteen (15) minutes during a partial work day of more than three (3) hours 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.

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 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 Union and Employer on a local level with respect to variable work days or variable work weeks.

## December 18, 2017 to April 30, 2020

### 7.06 Shift Premiums

Employees who work three or more regularly scheduled shifts per week with hours that cover any period between 6:00 pm and 7:00 am will be entitled to a shift premium of \$38 bi-weekly.

- The regular bi-weekly payment of shift premiums 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.

### 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 (1.5) or two (2) times the overtime hours worked or credited. If the employee is unable to take the time off within four (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. Employees off work for a planned absence (planned wellness or vacation) will have their credit adjusted in proportion to the amount of time of those who are not required to work. Unplanned wellness days will be deducted as per employees work schedule (*eg.: 7.25 hours, 7.75 hours, or 8.03 hours*).

\*In crisis situations the parties agree to discuss alternative arrangements.

## December 18, 2017 to April 30, 2020

### 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 (7.25) hours as applicable, or
- work is performed on the employee's first regularly scheduled day off, or
- an employee commences their vacation and returns to work during their scheduled vacation at the request of their manager. The time at work will be added to their vacation credits.
- an employee leaves their place of work after completing their shift and is subsequently called 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 of 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 Appendix 6(2) and Article 7.10).
- 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.

**December 18, 2017 to April 30, 2020**



**ARTICLE 8**

**TRAVEL and EXPENSES**

8.01 Meal Allowance

- a) The meal allowance is subject to a maximum allowance of fifty one dollars (\$51).

This amount allowed is itemized as follows:

Breakfast	\$12
Lunch	\$16
Dinner	\$23

- 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 workplace.
- (ii) Breakfast and dinner expenses are normally claimed by employees who require overnight accommodation, and/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 24 km or more from the employee's home AND their reporting office.
- d) Meal allowance will not be claimed where a meal is included in the cost of accommodation, seminars, or conferences and is consumed. Where a meal is not consumed for a reason (e.g. dietary preference, scheduling) the employee may submit an expense in which case the employee will be reimbursed for the amount indicated on the receipt in accordance with the above.

8.02 Travel Per/km Rates

If an employee is required to use their own automobile for the Employer's business, the employee is entitled to reimbursement on a per/km rate. Effective 2017 the per/km rate will be adjusted in February to match the annual drop-down 5,001 km non-taxable travel rate set by Canada Revenue Agency.

**December 18, 2017 to April 30, 2020**

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

Effective:	Jan. 2016 – Jan. 2017	Feb. 2017	Feb 2018	Feb 2019
	49 ¢/km	tba ¢/km	tba ¢/km	tba ¢/km

8.03 Travel Time Compensated at Straight Time

- a) When an employee travels directly from their home until they reach their destination, and from their destination until they reach their home.
- b) Where an employee is required to travel on their day off, or a holiday they will be compensated at the straight time rate for a minimum of four (4) hours.

8.04 Travel Time Compensated at Time And One Half

Where an employee completes a regularly scheduled shift and is then required to travel that same day for an overnight trip their travel time will be compensated at a rate of time and one half paid salary. An employee will also be eligible for time and one half where an overnight trip would be approved and where management approves the employee to travel in the morning instead.

Where the employee then completes a regularly scheduled shift in the other location and then travels back home their travel time will be compensated at a rate of time and one half paid salary.

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

8.06 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 five (5) occurrences per month.

8.07 Telephone and Internet Expenses

Telephone:

- With Employer approval, where a home telephone is required for work duties the Employer will pay the actual amount of the monthly basic telephone charges, upon submission of receipt(s), to a maximum of thirty-five dollars (\$35). 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.

## December 18, 2017 to April 30, 2020

### Internet:

- With Employer approval, where home internet service is required for work duties, the Employer will pay the actual amount of the monthly internet charges, upon submission of receipt(s), to a maximum of \$35.
  - A minimum of twenty (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.

### 8.08 Vehicle Allowance Program

The Vehicle Allowance Program will include:

- A fixed monthly allowance payment of \$655
- An additional depreciation allowance of \$170 per 1,000 business km over 24,000 business km.
- A variable cost of \$0.15 per business km.

Where there is agreement between an employee and Employer, the employee may be admitted to the VAP where the employee:

- has travelled 24,000 km or more the previous calendar year on WSIB business; or
- is expected to travel 24,000 km or more in the coming calendar year on WSIB business.

An employee will be required to participate in the VAP where the employee:

- has travelled 38,000 km or more the previous calendar year on WSIB business; or
- is expected to travel 38,000 km or more in the coming calendar year on WSIB business.

The Employer will provide 60 working days' notice to employees who are required to enter into the VAP.

### 8.09 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 and parking when travelling to the home office for one occurrence per week.

**December 18, 2017 to April 30, 2020**

- 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) 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 regularly drive as part of their job will be provided:
- defensive and winter driver training every four (4) to six (6) years and;
- (d) Employees expected to drive more than 5,000 km/year will be provided:
- Fifty percent (50%) up to a maximum of \$400 for the purchase of winter tires and rims every five (5) years. Proof of purchase and installation must be provided.
- (e) Employees expected to regularly drive as part of their job will be provided with Road Side Assistance during normal working hours.

8.10 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 to the Union and Employer for endorsement and 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 wellbeing 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 (OHSA).

- 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:

- 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.

**December 18, 2017 to April 30, 2020**

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 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.

**December 18, 2017 to April 30, 2020**



**ARTICLE 11**

**VACATION SCHEDULING**

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

<b>Completed Service Years</b>	<b>Accumulation Rate</b>	<b>Total Days Per Year</b>
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 31<sup>st</sup> of any year. With three (3) months' written notice from the Employer, unused vacation in excess of three (3) years entitlement will be required to be taken as of December 31<sup>st</sup> in the fourth year, unless permission to carry forward has been given in writing.

Employees may cash in the equivalent of one vacation week after taking a vacation of at least two (2) full weeks during the previous twelve (12) months. Multiples of the 1:2 ratio can be requested. For example, two (2) weeks of vacation can be cashed if four (4) weeks of vacation have been taken during the previous twelve (12) months.

11.04 Vacation Less Than Full Day

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

## December 18, 2017 to April 30, 2020

### 11.05 Service Bonus

On a once only basis on completion of an employee's 25<sup>th</sup> 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 twenty (20) years of continuous service.

### 11.06 Vacation Work Units

Vacation leave will be taken at a time consistent with the staffing requirements of the work unit, the wishes of the employee, and is subject to the approval of the manager. Approval will not be unreasonably withdrawn.

For the purposes of vacation scheduling only, "Work Unit" is defined as all employees holding the same job title (job classification) within a Branch or Service Delivery Sector in the Toronto location and employees holding a job title (job classification) on a geographic location basis in the Area and District Offices. *(See Appendix 8 for exceptions)*

### 11.07 Staffing Requirements

Maximum staffing requirements for each work unit will be set in accordance with Appendix 8. Management has the discretion to set lower staffing requirements for a work unit.

For the purposes of determining the number of employees within a work unit, the following will apply:

- The Employer shall solicit all employees within a work unit for vacation selections.
- The size of the work unit will be determined on the day vacation scheduling begins..
- Leaves of absence longer than two (2) months (e.g. unpaid leaves, pre-paid leaves, short term disability (STD), long term disability (LTD), pregnancy and parental leaves, statutory leaves of absence (see Article 16.09) and Leaves under Article 17) shall not be counted.
  - However, employees with a confirmed return to work date during or before the applicable vacation period will be included in the work unit and scheduling. In the event the employee does not return to work they will be removed from the work unit calculation. If vacation becomes available as a result of the removal it will be made available in accordance with Article 11.11 after the vacation schedule has been posted.
  - When an employee has been approved to take vacation immediately following a pregnancy or parental leave, they will not be included in the work unit until their vacation leave has concluded.

## December 18, 2017 to April 30, 2020

- Probationary employees are not considered as part of the work unit until the employee is able to provide coverage. Probationary employees cannot book vacation however exceptions may be granted at the Employer's discretion and in accordance with seniority. Probationary employees, however, will be allowed to book vacation for periods after the expected end date of their probation.
- Permanent employees in new job training programs (inclusive of on the job training and practicum) may not take vacation and shall not be counted in the work unit during such training however, will have the option to book vacation for periods after the expected end date of their training period.
- Contract employees will be included in the total work unit size except in cases where the contract is for less than 6 months, expires prior to the period being booked, or where the contract is for a special project or is utilized to backfill employees on vacation. Contract employees do not have rights under Article 11.
- Permanent part-time employees are included in the calculation of the size of the work unit, on a pro-rata basis (i.e. an employee working 60% will constitute a 0.6 full time equivalent (FTE) addition to the work unit size).

On an exception basis the Employer may require additional coverage than set out in Appendix 8 during peak business periods of high volume work, periods of system implementation or organizational change. The Employer will make efforts to avoid applying this provision during peak vacation periods (*2 consecutive weeks covering Christmas and New Years and 1 week for March break and the summer vacation period*) with the exception of an unexpected or unavoidable event. In either event the Employer will meet with the Union to discuss the rationale.

### 11.08 Vacation Scheduling

The Employer and employee will participate in an interactive process in seniority as follows:

1. Vacation from November 1<sup>st</sup> up to and including April 30<sup>th</sup> :

Where April 30<sup>th</sup> falls between Monday-Thursday, the entire week of April 30<sup>th</sup> shall be included in the November-April vacation booking process.

The Employer and employee will participate in an interactive process in seniority order commencing after the first business day of May and ending no later than the last business day of July.

2. Vacation from May 1<sup>st</sup> up to and including October 31<sup>st</sup> :

Where October 31<sup>st</sup> falls between Monday-Thursday, the entire week of October 31<sup>st</sup> shall be included in the May-October vacation booking process.

## December 18, 2017 to April 30, 2020

The Employer and employee will participate in an interactive process in seniority order commencing mid-January and ending no later than the last business day of March.

### 11.09 Vacation Approval Process

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

The Employer will consider the vacation requests of employees who have met the deadline in the following manner:

#### 1. Non-summer

- a) Each employee will be required to confirm their vacation based on what is available within 1 business day (Monday to Friday) of being contacted by the Employer.
  - Employees who are not at work during the scheduling period must make arrangements to be contacted or submit a ranked vacation request.
- b) The most senior employee in the work unit will make their vacation selection first.
- c) The next most senior employee in the work unit will select vacation according to remaining available time.
- d) In order of seniority, the process described in (c) will be repeated until all employees have been considered.
- e) If weeks remain available after each employee in a work unit has been considered, the process will be repeated starting at step (a).

#### 2. Summer

The Employer will solicit interest from among all employees seeking vacation during the summer no later than mid-January.

Summer vacation scheduling will be planned on the basis of all employees seeking at least one (1) week of summer vacation, unless an employee expressly indicates otherwise.

For the purposes of vacation scheduling "summer" is defined as the period beginning with the first Monday prior to Canada Day and ending with the Friday immediately following Labour Day (see Appendix 8 for availability).

The Employer will ensure weeks are available within the staffing requirements of the work unit in order to provide each employee with no less than one (1) week of vacation during the summer vacation period. There is no guarantee of which week vacation will be allocated, as availability is based on seniority.

## December 18, 2017 to April 30, 2020

A maximum of four (4) consecutive or non-consecutive weeks may be scheduled within or connected to, the summer vacation period. Subject to staffing requirements of a work unit, request for longer consecutive periods will be reasonably considered on an exception basis.

Employees may select one (1) partial week which cannot include both the Monday and Friday in the same week. A partial week will be treated as using one (1) of the full weeks an employee may select. Where more than one day is selected the days must be consecutive.

- When a paid holiday (see Article 10) falls on a Monday or Friday, the previous or the following normal working day will be treated as the Monday and Friday of the same week.

For the initial bid for summer vacation employees may request up to three (3) full vacation weeks as follows:

- a) Each employee will be required to confirm their vacation based on what is available within 1 business day (Monday to Friday) of being contacted by the employer
  - Employees who are not at work during the scheduling period must make arrangements to be contacted or submit a ranked vacation request.
- b) The most senior employee in the work unit will make their vacation selection first.
- c) The next most senior employee in the work unit will select vacation according to remaining available time.
- d) In order of seniority, the process described in (c) will be repeated until all employees have been considered.
- e) If weeks remain available after each employee in a work unit has been considered, the process will be repeated starting with employees that have two weeks or less, in order of seniority, may select up to three (3) weeks.
- f) If weeks continue to remain available employees, in the order of seniority, may select a maximum of four (4) weeks in total during the summer vacation period.

### 11.10 Canvassing

When a Work Unit, has reached its capacity for granting vacation by seniority and job title, other geographic locations 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 to the District Offices. This again will be based on seniority, same job title and same geographic location. (*see Appendix 8*)

### 11.11 Cancellations/Newly Available

The Employer will offer newly available vacation periods during the selection process in Article 11.09 or after the selection process has completed in accordance with Article 11.12.

## **December 18, 2017 to April 30, 2020**

Summer weeks selected as full weeks or partial weeks can only be cancelled as originally selected. This restriction does not apply to other vacation selection periods.

Vacation cancellation requests made less than two (2) weeks' prior to the vacation start date may be approved unless management has a reasonable basis for denying the request.

### **11.12 Post Deadline Vacation Request**

The selection process described in Article 11.09 is completed when the selections have finished but no later than the deadline of the last business day of March or July, as applicable.

The Employer will periodically recheck the size of work units after the selection process is completed, to determine if additional vacation can be made available.

As opportunities arise to grant additional vacation or available vacation due to cancellations the Employer will communicate the availability and consider requests submitted by a reasonable deadline in the order of seniority within the work unit. Availability will be communicated to all employees in the vacation work unit using the Employer's internal email system. It is the responsibility of employees who are not at work to establish a means of finding out what additional vacation is being made available.

### **11.13 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.

### **11.14 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.

### **11.15 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.

**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.

## December 18, 2017 to April 30, 2020

- (b) The Chief Steward, 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 union 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/COPE 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 fifteen (15) working days, the employee may ask the Union to file a grievance at the applicable step.

### 12.06 Disclosure

The parties agree to the principles of early and mutual disclosure to facilitate timely resolutions of grievances.

At any point during the grievance process, either party can request disclosure of particulars or documentary evidence from the other party. The party receiving the request shall make reasonable efforts to provide the requested disclosure within ten (10) working days of receiving the request, unless the party receiving the request believes that disclosure is not warranted due to reasons of privacy or confidentiality.

If disclosure is not provided, the party not receiving disclosure shall have the right to seek an order for disclosure from the Grievance Settlement Board.



**December 18, 2017 to April 30, 2020**

12.07 Grievances

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

Step 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 fifteen (15) working days of the date the grievor received (or should have received) the formal complaint decision from their manager or if no complaint was filed within fifteen (15) working days of the employee first becoming aware of the complaint or difference with the Employer.

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 fifteen (15) working days of the receipt of the grievance and will give the Union and the grievor their decision in writing within fifteen (15) working days of the meeting. If a decision is not received within fifteen (15) working days, the Union may file a grievance at step 2.

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 2

If the grievance is not resolved under Step. 1 the Union may submit the grievance to the respective Vice President or their designate within fifteen (15) working days of the date that the Union and the grievor received the decision under Step. 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 fifteen (15) working days of the receipt of the grievance and will give the Union and the grievor their decision in writing within fifteen (15) working days of the meeting. If a decision is not received within fifteen (15) working days, the Union may refer the grievance to the Grievance Settlement Board.

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.

12.08 Grievance Mediation

The parties may agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) may attend the mediation meeting at the request of the Union.

The grievor(s)' time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay.

Where the Union deems it necessary to have an Executive Board member or member of the Union Council attend the mediation, the Employer will grant time off to attend such meeting without loss of pay or credits.

The parties will jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice.

12.09 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 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.

12.10 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 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.

12.11 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 2 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.

12.12 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.

12.13 Job Posting Grievance Procedure

- a) At any time within ten (10) working days of first being advised of the non-selection (includes employees above and below the minimum threshold who were not successful), 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 employee's 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

**December 18, 2017 to April 30, 2020**

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, upon request, 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. The information provided will also include competition threshold, along with weightings of each question and suggested answers. Qualified Candidate 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.

12.14 Grievance Audit Committee

The Union and the Employer recognize their shared commitment to the timely resolution of workplace disputes. Accordingly, the parties will maintain a Grievance Audit Committee to review and assess ongoing grievances.

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, up to a maximum of one hour per meeting, will be paid by the Employer.

b) Mandate:

A grievance audit will consider resolution options or paths (ex: non-binding mediation) regarding disputes between or among the appropriate persons or representatives of the parties.

**ARTICLE 13**

**DISCIPLINE AND DISCHARGE**

- 13.01 When the Employer meets with an employee to advise of disciplinary action, or meets with an employee to investigate a matter that is anticipated to lead to discipline, 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.
- 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 Where a Performance Improvement Plan (PIP) is in place and prior to the Employer issuing a letter to an employee warning of a potential termination, demotion or transfer to a different job the employee will be advised that they have the right to Union representation. However, in certain circumstances the Union and the Employer may agree to earlier involvement.
- The Employer must have reasonable justification to place an employee on a PIP or keep an employee on a PIP as well as reasonable justification to terminate, demote or transfer to a different job for non-culpable performance related issues. Prior to taking such action the Employer, Union and employee will meet to discuss possible alternative courses of action.
- 13.06 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.
- 13.07 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.

**December 18, 2017 to April 30, 2020**

13.08 Discharge means termination of employment and loss of seniority unless reversed through the grievance/arbitration process.

## ARTICLE 14

### JOINT COMMITTEES

#### 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) Central Occupational Health and Safety Committee (Article 9)
- d) Local Health and Safety Committees (Article 9)
- e) Grievance Audit Committee (Article 12)
- f) Labour/Management Committee (Article 14)
- g) Joint Job Evaluation (Article 18)
- h) Joint Insurance Benefits Review (Article 21)
- i) Workload (Article 25)
- j) Disability Management Committee (Appendix 2A)

14.04 Central Joint Labour/Management Committee

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 relationship between rounds of bargaining on issues of joint interest.

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.

**December 18, 2017 to April 30, 2020**

b) Mandate:

The purpose of the Central Joint Labour Management Committee is to provide a forum for the exchange of ideas between management and the Union. Committee meetings will involve consultation about workplace issues affecting the parties.

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 to foster positive, proactive and principled labour/management working relationships.

The committee representatives will create an agenda of matters proposed to be discussed which would include general or systemic concerns to the parties and would not normally include matters that are properly the subject of grievance, negotiations for the amendment or renewal of this agreement, or concerns of individual employees.

The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

The Committee may, upon agreement, establish sub-committees (e.g. diversity/equity) for the purpose of examining and reporting back to the Labour Management Committee in respect of such matters as the Labour Management Committee may so direct.



## ARTICLE 15

### WELLNESS DAYS

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.

All probationary and permanent 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 twelve (12) 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: 1.0 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*).

Part-time employees who move to full-time will have their wellness day bank increased to reflect their new full time status. And, full-time employees who move to part-time status will have their wellness day bank decreased to reflect the reduction in their full time status. Where the second scenario resulted in a negative wellness day balance, the additional time would be deducted from vacation credits or time in lieu.

At year end, a maximum of six (6) unused wellness days shall be converted to vacation entitlement.

15.03 Use of Wellness Days

a) Personal Absences

Employees may use wellness days for personal absences. Typical reasons may include but not limited to: illness, 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.

i) Unplanned Absence:

In the case of illness or emergency, the employee will notify their manager (via email or phone) as soon as possible, normally before the commencement of their next shift. Wellness days must be used for unplanned absences such as illness or emergency prior to accessing other banks.

Where an employee has exhausted their annual wellness day entitlement, they may request, in writing, the use of vacation credits or time in lieu for salary continuance.

ii) Planned Absence:

Employees may use wellness days, vacation credits, or time in lieu for any personal planned absences. For planned absences employees will obtain prior approval.

iii) Office Closure:

In the event an office is closed for a full or partial day(s), employees who requested a planned absence shall not be deducted the applicable full or partial wellness day(s) as follows:

- a) In the event of a full or partial office closure due to inclement weather which results in some or all employees not being required to attend or remain at work:
  - i. In the event an office is closed because of inclement weather for one or more full business days, employees who did not attend work and submitted a request to use a wellness day because of the inclement weather, prior to the announcement of the closure, shall not be deducted a wellness day.
  - ii. In the event an office is closed for part of a day, employees who did not attend work and requested the use of a wellness day because of the inclement weather, prior to the announcement of the office closure, shall only be deducted a pro-rated portion of a wellness day deducted based upon their normal hours of work.

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

In accordance with Appendix 2A, Section 1.03 employees may use wellness days for salary continuance purposes for the initial three (3) consecutive days of absence due to illness (elimination period) and thereafter as a top-up to STD or LTD benefits.

The elimination period of three (3) consecutive days shall be defined as 21.75 hours irrespective of alternate hours of work (*e.g. flex*). This is with the exception of part-time employees, who would have an elimination period of three (3) consecutive days pro-rated based on their work schedule.

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

- Vacation credits and lieu time 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 (via email or phone) prior to the 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

**December 18, 2017 to April 30, 2020**

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 1.03 of Appendix 2 (B)), 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, 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.

a) Flex Application

Bereavement leave will be recognized as 7.25 hours of pay and also time away from work for a full 24-hour period. Employees working a FWA will have their bereavement entitlement pro-rated based on their work schedule.

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. Time in lieu / overtime hours
- ii. Wellness Days
- iii. Vacation time
- iv. Make up the time

b) Part-Time - Application

Bereavement leave will be recognized as 7.25 hours of pay and also time away from work for a full 24-hour period. Part-time employees will have their bereavement day entitlement pro-rated based on their work schedule.

16.02 Jury Duty

An employee who is called to court for the following reasons:

- 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).

**December 18, 2017 to April 30, 2020**

- 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:

**December 18, 2017 to April 30, 2020**

- 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 one week of the pregnancy leave with proof of application,
- b) Up to sixteen (16) 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.



## December 18, 2017 to April 30, 2020

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 one week of the parental leave with proof of application when applicable.
- b) Up to sixteen (16) 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 six (6) unused wellness days per year*)

## December 18, 2017 to April 30, 2020

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 Statutory Leaves of Absence

Family medical leave, family caregiver leave, critically ill child care leave, crime related child death or disappearance leave will be granted to employees in accordance with the provisions of the *Employment Standards Act* (ESA), as amended from time to time. The provisions outlined in this Article summarize the leave provisions of the ESA and provide additional Supplementary Employment Insurance Benefits (SEB).

The employee will provide to the Employer such evidence as necessary to prove entitlement under the *ESA*.

An employee contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.

#### 1. Benefits, Seniority and Service

Employees will receive:

- a) Union seniority
- b) WSIB Pension Plan service where they choose to continue their contribution.

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.

Employees shall not receive vacation credits, wellness days and short-term or long-term disability coverage.

#### 2. Right of Return

Employees returning from a statutory leave under Article 16.09 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.

**December 18, 2017 to April 30, 2020**

3. Supplementary Employment Benefits

During a statutory leave under Article 16.09 an employee may be paid SEB providing the employee:

- a) Has at least six (6) months of continuous service with the Employer, and
- b) Confirms application or eligibility for EI benefits.
- c) Agrees 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 one week of a leave with proof of application for EI,
- b) Up to seven additional weeks of a leave with proof of EI eligibility.

The amount of SEB will be based on the employee's gross base salary and will be paid to the maximum of 75% of 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 leave less other premiums including, but not limited to irregular hours, overtime, shift premium or differential pay for temporary assignments.

An employee shall be entitled to receive a maximum of eight weeks of SEB for statutory leaves under Article 16.09 in any calendar year, regardless of the number of such leaves taken in the year. An employee shall also be entitled to receive a maximum of eight weeks of SEB for statutory leaves under Article 16.09 for any single period of leave if the leave extends over more than one calendar year.

4. Types of Leave

- a) Family Medical Leave:

Family Medical Leave is job-protected leave of up to eight weeks to provide care or support to certain family members if a qualified health practitioner has issued a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks.

- b) Family Caregiver Leave:

Family Caregiver Leave provides up to eight weeks of job-protected leave in a calendar year for employees to provide care or support to certain family members if a qualified health practitioner has issued a certificate stating that the individual has a serious medical condition.

## December 18, 2017 to April 30, 2020

### c) Critically ill Child Care Leave:

Critically Ill Child Care Leave provides up to 37 weeks of job-protected leave to employees who have been employed for more than 6 months to provide care to a critically ill child if a qualified health practitioner has issued a certificate stating that the child is critically ill and requires the care or support of one or more parents.

### d) Crime-Related Child Death or Disappearance Leave:

Crime-Related Child Death or Disappearance Leave provides up to 52 weeks of job-protected leave for parents of a missing child and up to 104 weeks of job-protected leave for parents of a child who has died as a result of a crime.

## 16.10 Leave of Absence Right of Return

When an employee returns to work after an approved leave of absence for reasons other than adoption, pregnancy, parental leave, or leaves under 16.09:

- of up to twenty-four (24) months, they will be returned to their former position, and if their position is not available, they will be placed in a position in a comparable salary grade, and if this is not available they will be returned to employment;
- in excess of twenty-four (24) months, they will be returned to a position in a comparable salary grade, and if this is not available 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/COPE 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.

(d) Affiliated Labour Bodies

The Employer will, with at least ten (10) working days' notice from the Union, grant leave to Union representatives for the purpose of participation with affiliate labour bodies such as Labour District Councils, CUPE Ontario, CUPE National, the Ontario Federation of Labour, and the Canadian Labour Congress. The Employer shall not be required to grant more than fifty (50) days in total for all employees in any calendar year.

(e) Return from Leave

Any employee returning from a union leave of absence shall be returned to their position. If during the 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 returns from their leave.

**December 18, 2017 to April 30, 2020**

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 49) 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 Articles 12.07, 12.08, and 12.09.

(c) Joint Committees:

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.

**December 18, 2017 to April 30, 2020**

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 Positions with CUPE National or Other Affiliated Labour Bodies

a) Employment with CUPE National or Other Affiliated Labour Bodies:

When an employee is selected for a full time position with the CUPE National Union or a Labour body OCEU is affiliated with, 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.

The maximum amount of leave, whether as one leave or multiple leaves, any one employee will be entitled to under Article 17.06(a) during the entire duration of their employment with the Employer shall be two (2) years.

Leaves to the National Union will be limited to two employees at any one time. The employee's salary, health care benefits and the Employer's pension contributions will continue at the employee's option for any leave of absence provided the cost will be reimbursed by the National Union. 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) months' 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.



**December 18, 2017 to April 30, 2020**

b) Elected Positions:

Upon written request by the Union, the Employer shall grant leave to employees elected as Officers of CUPE National or a labour body OCEU is affiliated with. Seniority shall continue to accumulate during such leaves, however continuous service will not continue.

When an employee is elected as an Officer of CUPE National or a Labour body OCEU is affiliated with, the Employer will be advised in writing by the local Union.

The Employer will grant a leave of absence(s) for the duration of the elected term. Full time leaves will be granted without pay. For part-time leaves, the Union will reimburse the Employer for the salary paid to employees, Employer pension contributions and the cost of health, dental and all other benefits.

The Employer shall be advised three (3) months prior to the expiration of the leave of absence as to whether an extension on the leave of absence will be requested or whether the person intends to return to work.

Upon completion of the leave of absence the person may return to their previous position. 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.

**December 18, 2017 to April 30, 2020**

**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

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.

18.03 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) Job Evaluation 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

**December 18, 2017 to April 30, 2020**

report concerns over the integrity of the Plan and process to the Employer and the Union. Changes will be made by mutual agreement.

b) Committee Membership

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

c) 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
- Job Evaluation Request Forms
- Evaluation Rationale Statements
- Clarification meetings with incumbent and management representatives as needed

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

d) 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 except for the evaluation rationale statements as per Article 18.06 (step 1), which are documented in the job requirement section of the job description.

## December 18, 2017 to April 30, 2020

### e) 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.

#### 18.04 Job Analysis

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.

##### a) Job documents will be written/reviewed:

- when a new job is created;
  - new jobs will be reviewed within twelve (12) months of the job being filled 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 five (5) 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. The parties agree that the current five (5) year cycle began April 1, 2012 and shall conclude by March 31, 2017, and thereafter a new five (5) year cycle shall commence.

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

On an annual basis, the Committee will identify a minimum of twenty percent (20%) of the bargaining unit 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 five (5) year review.

**December 18, 2017 to April 30, 2020**

b) 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.

c) 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.

18.05 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.

## December 18, 2017 to April 30, 2020

- 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.

### 18.06 Committee Job 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 18.06 (a) where consensus exists or proceed to Step 2 if non-consensus occurs.

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

#### 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) additional representative for a total of two Employer and two Union representatives 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 at the time of the initial meeting. The committee will then have 20 working days to consider the findings before proceeding as described below.

If non-consensus continues:

- a second meeting will be scheduled and 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.

## December 18, 2017 to April 30, 2020

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.

a) Communicating Evaluation Results:

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

b) 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 re-evaluation 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.

c) 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:



**December 18, 2017 to April 30, 2020**

- 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:
  - i. employee(s) validated an Employer initiated review.
  - ii. appeal form was completed by the employee(s) and submitted to their manager.
  - iii. job was due to be reviewed under Article 18.04 (a).

18.07 Pay Equity

The Parties agree that the Joint Job Evaluation (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. Evaluation results under JJE 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.

**December 18, 2017 to April 30, 2020**

**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.

**December 18, 2017 to April 30, 2020**

**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 15<sup>th</sup> 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.

**December 18, 2017 to April 30, 2020**

## 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.

The Employer also offers a Short Term Disability plan as outlined in Appendix 2 (A).

#### 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.

**December 18, 2017 to April 30, 2020**

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;



**December 18, 2017 to April 30, 2020**

- (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 coverages. 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.

**December 18, 2017 to April 30, 2020**

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

Negotiated benefits outlined in Appendix 2 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 Official Plan Documents and Master Contract, through negotiations with an existing or new potential benefits provider. If there is a difference between this information and the official plan documents whichever is of greater benefit to the employee will prevail (excluding errors/omissions).

Upon request from the Union, the Employer will provide an electronic copy of the Master Contract and Service Level Expectations for Health Care Benefits, LTD, AD&D and Life Insurance.

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 the Preamble, Articles 1, 2, 4.01, 5, 6, 7, 8, 9, 10, 12, 13.01, 20, 23, 25.01, 29, 31, Schedule “A” and Appendix 6, 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%) of earnings and will be paid bi-weekly.
- (d) Overtime will be paid for authorized work performed in accordance with the criteria set out in Article 7.09 and 7.10.
- (e) Union dues will be deducted from all contract employees in accordance with Article 20.
- (f) Contract employees will be entitled to shift premiums in accordance with Article 7 and Appendix 6 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) Contracts of less than 12 months:

For contract terms less than 12 consecutive months 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) Contracts of 12 months or greater:

For contract terms greater than or equal to 12 consecutive months the employee will not receive the 13% in lieu of benefits but will instead be provided with non-optional health care and dental benefits as described in Article 21 and Appendix 2 (B). These

**December 18, 2017 to April 30, 2020**

employees will not be eligible for Accidental Death & Dismemberment, short-term or long-term disability coverage and wellness days.

Where an employee has a contract shorter than 12 months that is subsequently extended/renewed, the extension/renewal must be for an additional 12 months to be eligible for health and dental benefits.

- (j) No less than two (2) weeks before the expiration of their current contract, each employee will be advised whether or not 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. If the Employer fails to give notice, or gives less than 2 weeks' notice, the employee will receive pay in lieu of notice such that the amount of pay and the amount of notice totals to two (2) weeks.
- (k) Where the same temporary work has existed for a period up to 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/renewals. Contracts will not be extended/renewed 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**

Preamble, Articles 1, 2, 4.01, 7, 8, 9, 10, 12, 13.01, 20, 22.01 a, b, c, e, f, g, j, k, and l, 23, 25.01, 29, 31, Schedule "A", Salary Rule 16 and Appendix 6 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 co-operative education program.

**December 18, 2017 to April 30, 2020**

- 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 co-operative education training program in a college, university or other post-secondary institution. This does not preclude entering into unpaid co-operative work placements.

**December 18, 2017 to April 30, 2020**

**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, gender identity, gender expression, 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 that in certain circumstances there may be reasonable cause for third-party investigations. With Employer agreement, disputes will be submitted to a mutually agreed upon third party.

**December 18, 2017 to April 30, 2020**



**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.

**December 18, 2017 to April 30, 2020**

**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 (FWA).

**December 18, 2017 to April 30, 2020**

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 for employees working inside or outside an office environment.

Employees work necessary extended hours for:

<b>Flex work arrangements</b>	<b>Extended work time</b>
9 days to attain the 10 <sup>th</sup> day off work	47 minutes
14 days to attain the 15 <sup>th</sup> day off work	30 minutes

- \* The regular scheduled day off may be altered with mutual agreement on an ad-hoc basis. An altered day off must be used within two cycles of the FWA.

c) New Request:

Subject to business needs, new requests will be considered based on seniority within the vacation work unit. In determining approval for competing requests, seniority will be the determining factor.

For all flex arrangements the available day of the week taken will be assigned according to employee seniority and preference in order to evenly distribute days off Monday to Friday.

If an employee with an existing flex day leaves the work unit or changes their flex day, based on business need, the Employer will assess if and when the day can be made available, and if it is made available, the vacation work unit will be solicited for interest, and the day will be allocated based on seniority.

d) Overtime

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

e) Paid Holidays

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

**December 18, 2017 to April 30, 2020**

f) Training Programs

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

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

g) 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 or temporarily suspending 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.
- \* Where an employee is involuntarily placed in a different work assignment (ex: Case Manager Specialty Team) the FWA will remain in place but the flex day may be amended in order to evenly distribute days off Monday to Friday.

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) Summer Vacation

To maximize approval of summer vacation request, the Employer may with 20 working days' notice prior to the January vacation request due dates require an employee who is on a FWA arrangement to temporarily return to a regular work week schedule during a twelve (12) week period which includes the summer vacation

## December 18, 2017 to April 30, 2020

timeframe. The temporary interruption to maximize vacation does not apply to other times of the year.

### 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 Labour Relations Department will maintain a central 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 1<sup>st</sup> of each year in part timework. 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 14.5 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 thirty working days' 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 7.25 hours per day. The manager must provide three (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 twenty dollars (\$20) 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

## December 18, 2017 to April 30, 2020

A part-time employee who agrees to work additional seven and one-quarter (7.25) 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 (7.25) hours (see Article 7) or on the first regularly scheduled day of the weekend as applicable in accordance with Article 7.09 or
- on a second regularly scheduled day off in accordance with Article 7.10.

### 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 (HOP) 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.
- c) Employees in the Home Office Program as described in Appendix 5 may request the Home Office Program be suspended or terminated to accommodate one of the flex work arrangements described in Article 25.02.

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

**December 18, 2017 to April 30, 2020**

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:

<b>Duration of the Leave</b>	<b>Amount Deferred</b>	<b>Deferral Period</b>
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, 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 employee's 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.



## December 18, 2017 to April 30, 2020

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 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.

**December 18, 2017 to April 30, 2020**

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 and 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 6.18.

**December 18, 2017 to April 30, 2020**

**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.

**December 18, 2017 to April 30, 2020**

**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.

**December 18, 2017 to April 30, 2020**



**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.

**December 18, 2017 to April 30, 2020**

29.06 Communication with Bargaining Unit Member

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

**ARTICLE 30**

**SEVERANCE**

30.01 An employee whose employment is terminated for non-culpable performance related issues in accordance with Article 13 shall be entitled to severance pay. This excludes an employee whose service is terminated for just cause, who accept Voluntary Exit as prescribed in Article 6, who voluntarily resigns their employment or retires.

An employee who is terminated during probation shall not be entitled to severance under this section but shall instead receive severance pay in accordance with Article 3.

Severance shall be based upon an employee's **regular wages** for a **regular work week, inclusive of any entitlements** to pay in lieu of notice or severance pay under the Employment Standards Act and shall be paid as follows:

- Four (4) weeks of severance pay for the first year of employment.
- Two (2) weeks of severance pay for each year of employment beyond one (1) year, up to eight (8) years of employment.
- One (1) week of severance pay for each year of employment beyond eight (8) years.
- Plus the normal cash payout of attendance credits and vacation credits.

For the purpose of calculating the amount of severance pay partial years of employment shall be counted as full years.

The Employer will continue to pay all non-optional benefit premiums for six months with the exception of Accidental Death & Dismemberment, travel insurance and short-term or long-term disability coverage.

30.02 Salary Continuance - Attendance Credits

- a) An employee who is severing employment, but does not qualify for severance under Article 6.18 (Voluntary Exit Program), will have the option to use the normal cash payout of banked attendance credits as a lump sum or as salary continuance to extend pensionable service in order to bridge to a pension date as outlined in (b) below. Employees may use 50% of banked attendance credits to a maximum of 26 weeks. Employees are asked to provide three (3) months advance notice to the Employer prior to their planned last working day, exceptions may be considered as required.
- b) The period for receiving salary continuance shall not exceed the first date an employee would become eligible for an unreduced pension. For greater certainty, salary continuance may be used by an employee to receive a reduced pension as contemplated by the WSIB Employees' Pension Plan or to extend an employee's service to receive a reduced pension but in no circumstances shall the end date exceed the date of eligibility for an unreduced pension.

**December 18, 2017 to April 30, 2020**

- c) The amount of salary received by an employee during the period of salary continuance should be equal to the employee's total gross base salary prior to beginning salary continuance. This agreement shall not be interpreted so as to permit an employee to extend the payment period by receiving a reduced salary than that immediately prior to beginning salary continuance.
- d) During the term of salary continuance, employees shall not be eligible for Accidental Death & Dismemberment, travel insurance and short-term or long-term disability coverage. In addition, the payment of non-optional benefit premiums will cease as at the end of the salary continuance period. The employee shall also not accrue any vacation credits, or wellness days during salary continuance. The last day of salary continuance shall be deemed to be the effective date of termination of employment.
- e) This agreement does not prejudice an employee's eligibility for WSIB-sponsored pensioner life insurance coverage and the extended health and dental care coverage provided by the Employer during retirement.
- f) During the salary continuance period the Employer shall continue to deduct and remit union dues in accordance with Article 20 of the Collective Agreement.
- g) At any time within/during the salary continuance period, the employee may direct the Employer in writing to pay all or part of the monies or balance thereof payable under this Agreement to any fund or financial institution in the province of Ontario as permitted under federal or provincial law or in such manner as the employee may direct. Should the employee elect this option the salary continuance end date shall be adjusted accordingly.

**ARTICLE 31**

**TERM OF AGREEMENT**

This agreement shall take effect as of **December 18, 2017** and will continue in full force and effect up to and including the **30th day of April, 2020** 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:

Jan. 1, 2018	Jun 1, 2018	Jan. 1, 2019	Jun 1, 2020	Jan 1 2020
.75%	.75%	.75%	1%	1%

**Dated at Toronto, on October 31, 2017**

**For the Workplace Safety &  
Insurance Board**

Lisa Dymond

Kate Lamb

Brian Jarvis

Steve Jackson

Wendy McConnochie

Greg Bullen

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

Harry Goslin

Tony Maccarone

Tony Dinardo

Cynthia Ireland

Josie Morin

Fred Ho

Jim Sacchetti

December 18, 2017 to April 30, 2020

**SCHEDULE “A”**

**2017 – 2020 Salary Summary, Permanent Full Time Employees  
Bargaining Unit Salary Ranges  
Effective June 1, 2017  
Permanent Full Time (36.25-hour week)**

Salary Grade	Step	Length	01-Jun-17	01-Jan-18	01-Jun-18	01-Jan-19	01-Jun-19	01-Jan-20
			0.75%	0.75%	0.75%	0.75%	1.0%	1.0%
Student Wage	New Hire	Hourly	13.55/hr	13.65/hr	13.76/hr	13.86/hr	14.00/hr	14.14/hr
	Return Hire	Hourly	14.70/hr	14.81/hr	14.92/hr	15.03/hr	15.18/hr	15.33/hr
201	1	6	35,808.56	36,077.12	36,347.70	36,620.31	36,986.51	37,356.38
	2	6	37,598.98	37,880.98	38,165.08	38,451.32	38,835.84	39,224.19
	3	12	39,686.84	39,984.49	40,284.37	40,586.50	40,992.37	41,402.29
	4	Max	41,776.17	42,089.49	42,405.16	42,723.20	43,150.43	43,581.94
202	1	6	38,381.56	38,669.42	38,959.44	39,251.64	39,644.16	40,040.60
	2	6	40,300.64	40,602.90	40,907.42	41,214.22	41,626.37	42,042.63
	3	12	42,540.47	42,859.52	43,180.97	43,504.83	43,939.88	44,379.27
	4	Max	44,778.83	45,114.67	45,453.03	45,793.93	46,251.87	46,714.38
203	1	6	41,134.45	41,442.96	41,753.78	42,066.94	42,487.61	42,912.48
	2	6	43,191.17	43,515.11	43,841.47	44,170.28	44,611.99	45,058.11
	3	12	45,590.37	45,932.29	46,276.79	46,623.86	47,090.10	47,561.00
	4	Max	47,989.56	48,349.48	48,712.10	49,077.44	49,568.22	50,063.90

December 18, 2017 to April 30, 2020

Salary Grade	Step	Length	01-Jun-17	01-Jan-18	01-Jun-18	01-Jan-19	01-Jun-19	01-Jan-20
			0.75%	0.75%	0.75%	0.75%	1.0%	1.0%
204	1	6	43,713.52	44,041.37	44,371.69	44,704.47	45,151.52	45,603.03
	2	6	46,285.35	46,632.49	46,982.24	47,334.60	47,807.95	48,286.03
	3	12	48,855.66	49,222.07	49,591.24	49,963.17	50,462.81	50,967.43
	4	Max	51,427.50	51,813.20	52,201.80	52,593.32	53,119.25	53,650.44
205	1	6	46,838.66	47,189.95	47,543.87	47,900.45	48,379.46	48,863.25
	2	12	49,593.44	49,965.39	50,340.13	50,717.68	51,224.86	51,737.11
	3	12	52,349.71	52,742.33	53,137.90	53,536.43	54,071.80	54,612.52
	4	Max	55,104.48	55,517.77	55,934.15	56,353.66	56,917.19	57,486.36
206	1	6	50,183.64	50,560.02	50,939.22	51,321.27	51,834.48	52,352.82
	2	12	53,136.15	53,534.67	53,936.18	54,340.70	54,884.11	55,432.95
	3	12	56,087.17	56,507.82	56,931.63	57,358.62	57,932.20	58,511.52
	4	Max	59,039.65	59,482.45	59,928.57	60,378.03	60,981.81	61,591.63
207	1	6	53,761.75	54,164.96	54,571.20	54,980.48	55,530.29	56,085.59
	2	12	56,923.77	57,350.70	57,780.83	58,214.19	58,796.33	59,384.29
	3	12	60,087.27	60,537.93	60,991.96	61,449.40	62,063.90	62,684.54
	4	Max	63,249.29	63,723.66	64,201.58	64,683.10	65,329.93	65,983.23
208	1	6	57,590.69	58,022.62	58,457.79	58,896.23	59,485.19	60,080.04
	2	12	60,978.47	61,435.81	61,896.58	62,360.80	62,984.41	63,614.25
	3	12	64,366.25	64,848.99	65,335.36	65,825.37	66,483.63	67,148.46
	4	Max	67,754.04	68,262.20	68,774.16	69,289.97	69,982.87	70,682.70

December 18, 2017 to April 30, 2020

Salary Grade	Step	Length	01-Jun-17	01-Jan-18	01-Jun-18	01-Jan-19	01-Jun-19	01-Jan-20
			0.75%	0.75%	0.75%	0.75%	1.0%	1.0%
209	1	6	61,061.12	61,519.08	61,980.47	62,445.33	63,069.78	63,700.48
	2	12	64,652.51	65,137.40	65,625.94	66,118.13	66,779.31	67,447.10
	3	12	68,245.37	68,757.21	69,272.89	69,792.44	70,490.36	71,195.27
	4	Max	71,836.81	72,375.59	72,918.41	73,465.29	74,199.95	74,941.95
210	1	12	63,796.71	64,275.19	64,757.25	65,242.93	65,895.36	66,554.31
	2	12	68,195.21	68,706.67	69,221.97	69,741.14	70,438.55	71,142.94
	3	12	72,595.18	73,139.65	73,688.19	74,240.86	74,983.26	75,733.10
	4	Max	76,995.15	77,572.61	78,154.40	78,740.56	79,527.97	80,323.25
211	1	12	68,367.86	68,880.62	69,397.22	69,917.70	70,616.88	71,323.05
	2	12	73,083.58	73,631.71	74,183.94	74,740.32	75,487.73	76,242.60
	3	12	77,797.86	78,381.34	78,969.20	79,561.47	80,357.09	81,160.66
	4	Max	82,513.57	83,132.42	83,755.92	84,384.09	85,227.93	86,080.21
212	1	12	73,262.14	73,811.60	74,365.19	74,922.93	75,672.16	76,428.88
	2	12	78,314.27	78,901.62	79,493.39	80,089.59	80,890.48	81,699.39
	3	12	83,367.90	83,993.16	84,623.11	85,257.78	86,110.36	86,971.46
	4	Max	88,420.06	89,083.21	89,751.33	90,424.47	91,328.71	92,242.00
213	1	12	80,526.08	81,130.02	81,738.50	82,351.53	83,175.05	84,006.80
	2	12	85,262.41	85,901.88	86,546.15	87,195.24	88,067.19	88,947.87
	3	12	90,000.31	90,675.31	91,355.37	92,040.54	92,960.95	93,890.55
	4	Max	94,736.73	95,447.25	96,163.11	96,884.33	97,853.17	98,831.71



December 18, 2017 to April 30, 2020

Salary Grade	Step	Length	01-Jun-17	01-Jan-18	01-Jun-18	01-Jan-19	01-Jun-19	01-Jan-20
			0.75%	0.75%	0.75%	0.75%	1.0%	1.0%
214	1	12	86,271.71	86,918.74	87,570.63	88,227.41	89,109.69	90,000.79
	2	12	91,345.98	92,031.07	92,721.30	93,416.71	94,350.88	95,294.39
	3	12	96,421.74	97,144.90	97,873.49	98,607.54	99,593.62	100,589.55
	4	Max	101,496.05	102,257.27	103,024.20	103,796.88	104,834.85	105,883.20
215	1	12	92,421.64	93,114.80	93,813.16	94,516.76	95,461.93	96,416.55
	2	12	97,858.88	98,592.82	99,332.26	100,077.26	101,078.03	102,088.81
	3	12	103,294.72	104,069.43	104,849.95	105,636.33	106,692.69	107,759.62
	4	Max	108,731.95	109,547.43	110,369.04	111,196.81	112,308.78	113,431.86
216	1	12	99,000.95	99,743.46	100,491.53	101,245.22	102,257.67	103,280.25
	2	12	104,824.81	105,610.99	106,403.08	107,201.10	108,273.11	109,355.84
	3	12	110,648.65	111,478.52	112,314.61	113,156.97	114,288.54	115,431.42
	4	Max	116,472.50	117,346.04	118,226.14	119,112.83	120,303.96	121,507.00

## SALARY RULES - SCHEDULE "A"

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

**December 18, 2017 to April 30, 2020**

- b) If a job is modified resulting in a lower salary grade, the employee will be afforded Significant Change Rights under Article 6.05 and 6.08 and Income Protection rights, under Article 6.15.

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

**December 18, 2017 to April 30, 2020**

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. 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 5.01(d) and 5.08.

15. 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.

16. 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

17. Inclusion Interim Salary Administration:

Jobs included into the bargaining unit will transition from the existing non-bargaining unit salary grades and resulting pay scales to the bargaining unit salary grid as follows:

**December 18, 2017 to April 30, 2020**

For salary purposes the incumbents in the unevaluated jobs will continue to receive their current salary plus applicable bargaining unit general increase(s) until the work can be evaluated under the joint job evaluation plan.

The above application 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:

- If the employee’s salary increases, the increase will be applied retroactively from the date the employee moved into the bargaining unit. The employee will be placed at the greater of the next highest salary step from their current salary or a step commensurate with their time in the job, whichever is greater.
- If the employee’s salary decreases, the decrease will only be applied on a go forward basis.

**JOB HIERARCHY LISTING**

<b>Job Title</b>	<b>Salary Grade</b>	<b>Job #</b>
Records Clerk	203	4438
Records Control Clerk, Appeals	203	4510
Accounts Payable Payment Processor	204	4363
Building Support Clerk	204	4486
Business Team Support Clerk, ODSBP	204	4533
Document Management Representative	204	4383
Mail & Courier Services Representative	204	4469
Mail Room Clerk/Mail Machine Operator	204	4174
Procurement Clerk	204	4468
Support Clerk Drug Verification Team	204	4179
Access Review Clerk	205	4436
Cash Receipts Processor	205	4520
Cheque Maintenance Specialist	205	4543
Claims Registration Representative	205	4435
Collections Assistant	205	4071
Dicta-Transcriber	205	4057
Elections Administrator	205	4120
General Maintenance Worker	205	4058
Health Care Processing Clerk	205	4398
Health Care Provider Clerk	205	4433
Manual Cheque Specialist	205	4545
Medical Consultant Secretary	205	4525
Permanent Impairment (NEL/PD) Administrator	205	4413
Procurement Card Processor	205	4053
Program Support Clerk, Actuarial Services	205	4484
System Cheque Specialist	205	4544
Accounts Payable Payment Specialist	206	4001
Business Centre Representative	206	4439
Cash Receipts Analyst	206	4519
Cash Receipts Specialist	206	4538
Centralized Business Support Team Administrator	206	4431
Customer Service Representative	206	4442
Customer Service Travel Assistant	206	4509
Direct Deposit Specialist	206	4096
Garnishment Administrator	206	4547
Lease Administration Analyst	206	4063
Mail Centre Administrator (Previously Electronic Mail Administrator)	206	4220
Objection Intake Administrator	206	4463
Payroll Analyst	206	4052

**December 18, 2017 to April 30, 2020**

<b>Job Title</b>	<b>Salary Grade</b>	<b>Job #</b>
Program Assistant, Skills Development	206	4514
Receptionist Counsellor	206	4517
Reference Data Analyst	206	4361
Audit Transaction Specialist (Previously Employer Audit Administrator)	207	4465
Bank Reconciliation Analyst	207	4364
Confirmation Analyst	207	4391
CRDM Administrator	207	4437
Drug Verification Representative	207	4534
Facilities Maintenance Technician	207	4031
Financial Analyst	207	4114
Health Care Payment Representative	207	4499
Legal Secretary	207	4108
Litigation Assistant	207	4109
Loss of Retirement Income (LRI) Administrator	207	4087
Multilingual Information Officer	207	4522
RSD Support Analyst	207	4059
Transfer of Cost Administrator	207	4111
Wellness Coordinator	207	4443
Workplace Health and Safety Services Program Administrator	207	4467
Cost Allocation Representative	208	4535
Financial Analyst, LRI	208	4320
Mail & Courier Services Coordinator	208	4470
Payment Specialist	208	4351
Prosecutions Coordinator	208	4032
Reference Data Specialist (Previously Medical Statistics Coder Analyst)	208	4371
Schedule 2 Account Service Representative	208	4167
Transportation and Reservation Specialist	208	4532
Workforce Scheduler	208	4415
Account Analyst	209	4353
Appeals Coordinator	209	4515
Buyer	209	4400
Electronic Forms Designer	209	4376
Health Care Process Review & Control Specialist	209	4508
Injured Worker Outreach Services Administrator	209	4173
Knowledge Management Coordinator	209	4459
Language Services Liaison	209	4482
Learning and Performance Systems Administrator	209	4206
Quality Analyst	209	4409
Web Coordinator	209	4474
Wellness Program Development Specialist	209	4449
Adjudicator, Noise Induced Hearing Loss (NIHL)	210	4326

**December 18, 2017 to April 30, 2020**

<b>Job Title</b>	<b>Salary Grade</b>	<b>Job #</b>
Claims Investigator	210	4380
Collection Specialist	210	4419
Desk Auditor	210	4452
Facilities Management Coordinator	210	4223
Policy Publication & Content Management Specialist (Previously Policy Publication & Info Resource Coordinator)	210	4464
Public Affairs Coordinator (Previously Executive Correspondence Coordinator)	210	4446
Report Analyst	210	4417
Schedule 2 Revenue Specialist	210	4147
Testing Specialist	210	4330
Account Specialist	211	4377
Adjudicator, Eligibility	211	4461
Analyst, Records Management & Retention	211	4531
Compliance Officer-French Language Services (Temp)	211	4389
Coordinator Accounts Payable Processing	211	4365
Coordinator Cash Disbursements	211	4540
Coordinator Cash Management	211	4541
Coordinator Cash Receipts	211	4521
Data Management Coordinator	211	4513
Derivative Investment Analyst	211	4505
Experience Rating Advisor	211	4546
French Translator	211	4518
Information Management Analyst (Previously Business Systems Design Specialist)	211	4444
Information Resource Specialist	211	4085
Investment Accounting Analyst	211	4504
Payroll Accountant/Coordinator	211	4323
Release Management Coordinator	211	4466
Senior Data Analyst	211	4512
Senior Graphic Designer	211	4388
Specialist Change Management	211	4193
Specialist Portfolio Management	211	4187
Transfer of Cost Adjuster	211	4110
Analyst, Service Management	212	4536
Appeals Registrar	212	4516
Business Analyst, Actuarial Services	212	4382
Business Analyst, Collections	212	4070
Business Analyst, Corporate Business Information Analytics	212	4450
Business Analyst, Employer Accounts (Previously Business Analyst, Schedule 2)	212	4480
Business Analyst, Employer Audit	212	4081
Business Requirements Liaison	212	4447
Business Rules Specialist	212	4155



**December 18, 2017 to April 30, 2020**

<b>Job Title</b>	<b>Salary Grade</b>	<b>Job #</b>
Category Analyst	212	4401
Contract Management Leader	212	4414
Contract Manager	212	4346
Coordinator French Translation	212	4502
Corporate Communications Consultant	212	4312
Customer Liaison Specialist	212	4478
Data Request Analyst	212	4271
Design Project Manager	212	4373
eLearning Developer	212	4523
Experience Rating Specialist	212	4481
Field Auditor	212	4080
Financial Accountant	212	4426
Financial Systems Analyst, Collections	212	4229
Financial Systems Analyst, Financial Management Systems	212	4422
Financial Systems Analyst, LRI	212	4045
Home Modification Consultant (Previously Independent Living Consultant)	212	4507
Information Analyst, Compliance	212	4060
IT Planning & Portfolio Analyst	212	4479
Learning and Performance Systems Analyst	212	4395
NEL Clinical Specialist	212	4336
Network Engineer, IP Services	212	4289
Network Engineer, Mobility Coordinator	212	4290
Nurse Consultant	212	4427
Occupational Disease Information Specialist	212	4283
Occupational Therapist	212	4251
Paralegal/Law Clerk (Previously Law Clerk)	212	4374
Procurement Analyst	212	4495
Procurement Information Specialist	212	4403
Public Issues Advisor	212	4307
Regional IT Specialist	212	4367
Research Analyst II	212	4243
Return To Work Specialist	212	4255
Revenue Audit Issues Analyst	212	4083
Senior Analyst, Records Management and Retention	212	4530
Senior Program Specialist	212	4355
Service Level Management Analyst (Previously Service Level Management Leader)	212	4471
Sourcing Tools Specialist (Previously Sourcing Tools Analyst)	212	4483
Specialist Information Management	212	4526
Specialist Middleware	212	4420
Specialist PeopleSoft	212	4274
Specialist Portal	212	4498

**December 18, 2017 to April 30, 2020**

<b>Job Title</b>	<b>Salary Grade</b>	<b>Job #</b>
Specialist Technical Testing	212	4006
Stakeholder Relations Specialist	212	4337
Technical Designer	212	4476
User Experience Analyst	212	4430
Web Producer	212	4308
Work Transition Specialist	212	4358
Adjudicator, Occupational Disease & Survivor Benefits Program (OD&SBP)	213	4247
Advanced Practice Nurse	213	4434
Audiologist	213	4491
Billing Systems Lead	213	4154
Business Initiatives Analyst	213	4130
Case Manager	213	4462
Case Manager, SIP	213	4258
Community Program Coordinator	213	4233
Compliance Specialist	213	4489
Confirmation Officer (Previously Experience Rating Validation Officer)	213	4356
Development Specialist	213	4304
Health Care Business Specialist	213	4387
Health Care Specialist	213	4396
Instructional Systems Designer	213	4372
Labour Market Specialist	213	4385
LMR Provider Management Specialist	213	4158
Occupational Disease Adjudication Issues & Measures Specialist	213	4253
Performance Evaluation Analyst-Work Reintegration	213	4378
Policy/Research Analyst	213	4527
Privacy Officer	213	4176
Program Evaluation Specialist	213	4441
Program Specialist	213	4379
Quality Management Analyst	213	4406
Safety Groups Program Consultant	213	4213
Skills Development Specialist	213	4539
Social Worker	213	4140
Specialist Applications	213	4033
Specialist Database	213	4455
Specialist Integration	213	4405
Systems Engineer	213	4496
Testing Coordinator	213	4126
Work Reintegration Development Specialist	213	4205
Workwell Evaluator	213	4020
Corporate Learning Lead	214	4278
Crisis Intervention Counsellor	214	4390

**December 18, 2017 to April 30, 2020**

<b>Job Title</b>	<b>Salary Grade</b>	<b>Job #</b>
FOI Access Specialist	214	4208
Information Privacy Technologist	214	4524
Legal/Policy Analyst	214	4122
Occupational Hygienist	214	4254
Pharmacist	214	4038
Program Development Advisor	214	4488
Public Relations Specialist	214	4338
Quality Management Specialist	214	4473
Research Analyst I	214	4242
Senior Analyst, End User Services	214	4291
Senior Business Analyst, Corporate Business Information Analytics	214	4458
Senior Data Quality Analyst	214	4429
Senior Information Analyst, Actuarial Services	214	4272
Senior Information Analyst, Compliance	214	4061
Senior Investigator	214	4537
Senior IT Business Analyst	214	4423
Senior Network Engineer	214	4292
Senior Quality Management Analyst	214	4411
Senior Specialist Applications	214	4123
Senior Specialist Information Management	214	4501
Senior Specialist Voice Communications	214	4150
Team Lead Creative Services (Previously Art Director/Team Lead)	214	4477
Appeals Resolution Officer	215	4490
Leadership & Learning Advisor	215	4317
Operational Policy Analyst	215	4228
Psychologist	215	4448
Senior Employer Audit Advisor	215	4369
Senior Specialist Database	215	4456
Senior Specialist Integration	215	4416
Senior Systems Engineer	215	4497
Senior Epidemiologist/Policy Analyst	216	4116
Senior Scientist/Policy Analyst	216	4117

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

**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.

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)

**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"> <li>Preliminary candidate (<i>via recruitment screening</i>) who meets the established threshold of a job competition</li> </ul>	<ul style="list-style-type: none"> <li>Remains valid for 36 months from date of posting [Article 5.06(b)]</li> </ul>	<ul style="list-style-type: none"> <li>Applies</li> </ul>
<ul style="list-style-type: none"> <li>Successfully completed the trial period for the posted job on a temporary or permanent basis (including reclassified jobs)</li> </ul>	<ul style="list-style-type: none"> <li>No time limit unless a job has been-significantly changed [Article 5.06(b)]</li> </ul>	<ul style="list-style-type: none"> <li>Does not apply</li> </ul>

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

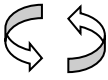
- The job match has been significantly changed under Article 6.
- The employee was involved in a documented, unsuccessful, performance improvement plan in the job. A performance appraisal does not constitute a documented performance improvement plan.
- The employee moved from the previously held job as a result of Article 13.05.

**December 18, 2017 to April 30, 2020**

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: Pursuant to article 5.14(c) the parties

**PRELIMINARY CANDIDATE: Job Families**

**RECIPROCAL**

<b>Job Experience</b>	<b>Preliminary Candidate</b>	<b>Job Experience</b>
Customer Service Travel Assistant (206)		Customer Service Rep. (206) Business Centre Rep. (206)

**ONE WAY**

<b>Job Experience</b>	<b>Preliminary Candidate</b>	<b>Job Option (posted vacancies)</b>
Nurse Consultant (212)	⇒	Eligibility Adjudicator (211) & RTW Specialist (212)
RTW Specialist (212) & Work Transition Spec. (212)	⇒	Eligibility Adjudicator (211)

**PROMOTIONAL**

<b>Job Experience</b>	<b>Preliminary Candidate</b>	<b>Job Option (posted vacancies)</b>
Records Clerk (203)	⇒	Access Review Clerk (205)
Document Management Representative (204)	⇒	Claims Reg. Rep (205)
Business Team Support Clerk (204)	⇒	Business Centre Rep. (206) Customer Service Travel Assistant (206) Health Care Processing Clerk (205)
Health Services Referral Clerk (205)	⇒	Customer Service Travel Assistant (206) & Customer Service Rep (206) & Business Centre Rep. (206)

**December 18, 2017 to April 30, 2020**

Health Care Processing Clerk (205) Business Centre Rep. (206) & Customer Service Rep (206)	⇒	Health Care Payment Rep (207)
Payment Specialist (208)	⇒	Account Analyst (209)
Account Analyst (209)	⇒	Collection Specialist (210) & Account Specialist (211)
Collection Specialist (210)	⇒	Account Specialist (211)
* Desk Auditor (209)	⇒	Field Auditor (212)
Claims Investigator (210)	⇒	Eligibility Adjudicator (211)
Eligibility Adjudicator (211)	⇒	Case Manager (213)

\* the Desk Auditor position no longer exists, however former incumbents retain preliminary candidate status

**QUALIFIED CANDIDATE: Job Families**

Permanent Employees within a job family prerequisite position will be considered as qualified with a score of the minimum threshold in accordance with Article 5. Such employees will be eligible to compete to improve their score in accordance with Article 5.02(a) of the collective agreement and use which ever score is greater.

**RECIPORCAL**

Job Experience	Qualified Candidate	Job Experience
Case Manager (213)	⇔	ODSBP Adj. (213) Case Manager, Specialized Services (213)

**Work Assignment Transfers**

A ‘work assignment / specialty team’ consists of employees in the same job who temporarily perform a focused element that is part of their job description. Work assignment / specialty teams exist for the positions described below:

**Case Manager (213)**

Case Manager work assignments include but are not limited to:

- Long Term Case Manager
- Short Term Case Manager
- Pre-90 Case Manager
- Re-employment
- SIEF
- Appeals / FEL
- Psych / CPD
- Post Lock-in
- Provincial Coverage
- Post Adjustment Claims
- Post-90 Reo (incl. NEL Re-determination)
- Quality Review

**Other Jobs with Work Assignments:**

- Work Transition Specialist and Return to Work Specialist
  - i. Quality Review

Employees will be invited in November 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 December 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.

Interested employees will need to identify but not rank their interest in a specialty team work assignment(s). The most to least senior interested employees will be required to confirm one of their selection of work assignments identified.

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 12 months. This excludes organizational change or when an employee has been involuntarily transferred for business needs within the past 12 months.
- 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.
- iii. Following the annual invitations, the Employer will utilize the requests from eligible employees to process work assignment transfers in accordance with seniority such that

**December 18, 2017 to April 30, 2020**

the most senior employees would rotate in and the longest serving on the specialty team would rotate out. Exceptions will be reasonably considered by the parties. In the event no transfer request exists, the Employer may reassign an employee in the same location according to business needs (examples include: customer service, training schedule, employee development, accommodation needs, experience, skills, balance).

- a. 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.
  - b. Staff can withdraw their ‘expression of interest’ prior to notice of a reassignment.
- iv. Work assignments will last a minimum of 12 months. When accommodating Case Manager annual work assignment transfers staff in a speciality team will return to either a Long Term, Short Term or Pre-90 Case Manager work assignment.
- v. Where an employee is involuntarily placed in a different work assignment (ex. Case Manager Speciality Team) the FWA will remain in place but the flex day may be amended in order to evenly distribute days off Monday to Friday.



**APPENDIX 2 (A)**

**DISABILITY INSURANCE**

1.01 Short Term Disability (STD)

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

Consecutive working days are defined as days worked on the employee's regular work schedule or days determined by a return to work plan.

Planned absences of no more than five (5) days (excluding bereavement) extends the period but do not restart the twenty (20) consecutive working days.

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 performed on the last day worked plus the general increase outlined in Schedule "A".

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.

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

1.02 Top Up to STD Benefits

While in receipt of STD benefits, employees may authorize the use of banked attendance credits, vacation credits, wellness days or lieu time to receive one hundred percent (100%) salary while absent. Authorization to top up STD benefits can be initiated verbally and must be confirmed in writing.

1.03 Elimination Period

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 Health Centre.

Where an elimination period of 3 consecutive working days is not met, employees will also be eligible for STD benefits paid at seventy five percent (75%) of regular salary for a four (4) day non-consecutive working day elimination period where the following conditions are all met:

## December 18, 2017 to April 30, 2020

- the Employer determines, based on a review of medical documentation submitted to the Employer's Health Centre, that four (4) non-consecutive days of absence are all due to the same disability or, illness.
- the four (4) non-consecutive days of absence all occur within a thirty (30) working day period, and
- the four (4) non-consecutive days are all full days of absence each consisting of a minimum of the employee's regular hours of work.

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

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

### 1.04 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.

### 1.05 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 Health Centre.

A continuous absence will be determined by medical confirmation of the same disability, or illness. It will not require the employee to satisfy the elimination period again (see Article 15.03(b) and will allow for seventy five percent (75%) STD benefits to resume as of the first day of the continuous absence.

### 1.06 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.

**December 18, 2017 to April 30, 2020**

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.

1.07 Pension Coverage during STD

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.

2.01 Long Term Disability (LTD)

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.

2.02 Top Up to LTD Benefits

While in receipt of LTD benefits, employees may authorize the use of a banked attendance credits, vacation credits, wellness days or lieu time to receive one hundred percent (100%) salary while absent. This authorization can be initiated verbally and must be confirmed in writing.

2.03 LTD Benefits

The LTD benefit is the lesser of six thousand dollars (\$6,000) monthly or sixty-six and two-thirds percent (66 2/3 %) of the employee's gross regular salary as of the date of disability. 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.

2.04 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.

## December 18, 2017 to April 30, 2020

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.

### 2.05 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.

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.

### 2.06 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

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

### 2.07 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

**December 18, 2017 to April 30, 2020**

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.

**2.08 Pension Contributions during LTD**

The Employer will make both its and member contributions to the WSIB Employees' Pension Plan when the following conditions are met:

- a) The Insurance provider has made a decision approving long-term disability benefits;
- b) The employee is receiving benefits under the Long Term Disability (LTD) plan; and
- c) The employee remains an Employee of the Board.

**3.01 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.

**(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.

**December 18, 2017 to April 30, 2020**

(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.

**APPENDIX 2 (B)**

**EMPLOYEE BENEFIT PLANS**

1.01 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.

1.02 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 employees and employees with seniority in accordance with Article 4. Article 22.01 (i) describes the eligibility requirements and benefit provisions for contract employees.

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.

1.03 Definition of Dependent for Group Insurances

Eligible dependents shall include:

- a) 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;
- b) children under twenty-one (21) years of age who are unmarried, not employed in full-time work;
- c) 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
- d) 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.

1.04 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

**December 18, 2017 to April 30, 2020**

document, whichever is of greater benefit to the employee will prevail (excluding errors/omissions).

1.05 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 1<sup>st</sup> 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) 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.
- Admittance to a hospital for diagnosis as an in-patient, out-patient or for emergency purposes.

1.06 Clinical Psychologist, Social Worker and Psychotherapist

Charges for the following expenses when not covered by any Government agency, will be paid at one hundred (100%) effective January 1, 2018:

Payment for services of a registered clinical psychologist, a registered psychotherapist, and a registered social worker up to three thousand dollars (\$3000) combined maximum each calendar year per plan member, spouse and dependent.

From January 1, 2017 to December 1, 2017 coverage is limited to registered clinical psychologist, and registered social workers up to two thousand seven hundred and fifty (\$2750) combined maximum per plan member, spouse and dependent., and paid at ninety percent (90%). From December 1, 2017 to December 31, 2017 coverage is limited to registered clinical psychologists and registered social workers up to two thousand seven hundred and fifty dollars (\$2750) combined maximum per plan member, spouse and dependent, and is paid at one hundred percent (100%).



## December 18, 2017 to April 30, 2020

### 1.07 Miscellaneous Medical Expenses

Effective January 1, 2017, charges for miscellaneous medical expenses, when not covered by any government agency, will be paid at ninety percent (90%), including but not limited to the following services: (such charges will remain paid at one hundred percent (100%) up to and including December 31, 2016).

#### a) 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 twelve hundred and fifty dollars (\$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.

#### b) 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.

#### c) 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.

#### d) The Vision Care Plan provides:

Coverage up to five hundred twenty dollars (\$520) 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:

## December 18, 2017 to April 30, 2020

- 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 seven hundred and fifty dollars (\$750) per eye on a once only basis.

### e) Custom made footwear:

Custom-made orthotic insoles up to a maximum of five hundred dollars (\$500) per calendar year.

Custom-made orthopedic shoes two (2) pairs per calendar year, to a maximum of eighteen hundred dollars (\$1800) 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.

### f) General:

- 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 one thousand dollars (\$1000) every 5 Years and in addition, up to five hundred dollars (\$500) for batteries annually. Effective January 1, 2017, the maximum increases to one thousand two hundred and fifty dollars (\$1250) every three (3) years and in addition, up to five hundred dollars (\$500) for batteries annually.
- Purchase of an insulin pump on a one time only basis to a maximum of one thousand dollars (\$1000). Effective January 1, 2017 the one time only maximum increases to one thousand two hundred and fifty dollars (\$1250).
  - The maximum annual allowance for sensors is one thousand dollars (\$1000).
  - Effective January 1, 2017 the maximum annual allowance for sensors increases to one thousand-five hundred dollars (\$1500).
- Purchase of a CPAP or BIPAP (sleep apnea) to a maximum of seven hundred fifty dollars (\$750) once every five (5) years, and effective January 1, 2017, a maximum of seven hundred fifty dollars (\$750) once every three (3) years.
- Effective January 1, 2017, annual allowance for CPAP/BIPAP equipment at fifty (\$50).

**December 18, 2017 to April 30, 2020**

- 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.

g) Receipts:

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

**GROUP LIFE INSURANCE PLAN**

2.01 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) if not already at a multiple of five hundred dollars (\$500).

2.02 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) subject to a maximum of three hundred and thirty thousand dollars (\$330,000).

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.

## December 18, 2017 to April 30, 2020

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.

### 2.03 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.

### 2.04 Optional Dependent Life Insurance

Dependent's life coverage of \$10,000 for spouse and \$5,000 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.

### 2.05 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 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.

2.06 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.

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 one hundred percent (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.

2.07 Travel Insurance

An employee shall be covered for seventy - five thousand dollars (\$75,000) 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.

2.08 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

**December 18, 2017 to April 30, 2020**

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 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 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 Film	02201-02600
- Cephalometric Films	02701-02800 02920-02930
- Tests and Laboratory Examination	04100-04400
- Case Presentation	05100-05200

**December 18, 2017 to April 30, 2020**

NOTE

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

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

Preventative Services

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

Restorative Services

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

Endodontic Services

- Pulp Capping 31100-31110
- Pulpotomy 32201-32211
- Root Canal Therapy 33100-33420
- Apexification 33501-33514
- Periapical Services 34101-34212
- Root Amputation 34401-34402
- Other Endodontic Procedures 39100-39120
- Hemisection 39210-39300
- 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

## December 18, 2017 to April 30, 2020

### 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
- Alveoplasty 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

**December 18, 2017 to April 30, 2020**

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.

**December 18, 2017 to April 30, 2020**

### 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

1. 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) per hour for all such authorized work time. Payment will be made

**December 18, 2017 to April 30, 2020**

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 dollars (\$600) per skill at the "B" level or three hundred dollars (\$300) per skill at the "C" level.

2. The bonus will be based on the following calculation:

- (a) The Employer shall total the number of days in the twelve (12) month period from December 1<sup>st</sup> to November 30<sup>th</sup> that an employee does not work in a bilingual position due to:

- starting or leaving the bilingual position part way through the 12-month period;
- working in a non-bilingual position (including temporary assignments);
- or absences due to:
  - pregnancy/parental leave,
  - long-term disability (LTD),
  - unpaid leaves of absence under Articles 16 or 17.06,
  - or any other unpaid or unauthorized absences.

- (b) The total as per (a) above shall be divided by 20.83 and rounded down to determine the number of months the employee did not work in the position. The annual payment amount set out in Appendix 3 Section 1 shall then be reduced by 1/12 or more based on the number of months absent. *(For example, if an employee did not work in the position and/or was on unpaid leave of absence for a total of 25 days in the 12-month period set out in #2 above, their language payment would be reduced by 1 month or 1/12ths of their annual payment.)*

- (c) The language payment with respect to absences due to short term disability (STD) shall also be calculated by dividing by 20.83 and rounding down to determine the number of months the employee was absent due to STD. Employees who qualify for the language payment will receive seventy-five percent (75%) of the payment for those months they did not work due to the receipt of STD benefits, unless they topped-up their STD to one hundred percent (100%) in accordance with section 1.02 of Appendix 2 (A) of the Collective Agreement, in which case they will receive one hundred percent (100%) of the language payment. The language payment, however, will be fully reduced for absences in which a disability is claimed but STD is denied due to a lack of STD credits or insufficient medical evidence to support the absence.

- (d) The language payment shall be paid with respect to absences covered by the paid leaves of absence under Article 17, but the Union shall reimburse the Employer for the language payment amounts with respect to leaves of absence under Article 17.03.

- (e) Employees shall receive the full language payment for absences covered by vacation, flex, time-in-lieu or wellness.

**December 18, 2017 to April 30, 2020**

- (f) Part-time employees shall receive a pro-rated bonus based on the percentage of full-time hours that they work.
- 3. This provision does not apply to any position, the core function of which is work in a language other than English.



**APPENDIX 4**

**RECOGNITION (Inclusion / Exclusion)**

Job Title \_\_\_\_\_

Date Sent \_\_\_\_\_

Expected # of Positions \_\_\_\_\_

Exemption Criteria # \_\_\_\_\_

Salary Grade \_\_\_\_\_

Division \_\_\_\_\_

Compensation Representative \_\_\_\_\_

**New or Modified Non-Bargaining Unit Job**

**Notification under Article 1.05**

Please be advised that the attached job description represents a new non-bargaining unit job, a modified non-bargaining unit job or a current bargaining unit 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 non-bargaining unit.
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.

**December 18, 2017 to April 30, 2020**

### **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, 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, email (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 the Collective Agreement.
- 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

## December 18, 2017 to April 30, 2020

- 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, where required.
- General office supplies, not to exceed six hundred dollars (\$600) annually, to cover the cost of items such as print cartridges and a printer.

**December 18, 2017 to April 30, 2020**

### **Technical Support**

The following technical support will be provided to the employee:

- The Employer will pay one hundred percent (100%) of the installation and the actual amount of the monthly charges for home internet service, upon submission of receipt(s), to a maximum of thirty-five dollars (\$35) per month. 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.
- The Employer will provide a WSIB mobile phone.

### **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			

**December 18, 2017 to April 30, 2020**

Employee Initial

Manager Initial

**Review of other relevant policies:**

Health & Safety

Travel & Business Expenses

Privacy

Other as required

Employee Initial	Manager Initial

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Manager Signature  
{acknowledged discussion occurred}

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## APPENDIX 6

### INFORMATION TECHNOLOGY CENTRE (ITC)

#### ITC 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 (36.25) hours per week and seven and one-quarter (7.25) hours per day.

##### 1. 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 (7.25) hours. When recalled to work, time will be paid for at the rate of 1.5 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.

##### 2. 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:



## December 18, 2017 to April 30, 2020

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

### 3. Emergency:

The ITC 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**



<b>Date:</b>	
<b>Name:</b>	
<b>Position:</b>	
<b>Seniority date:</b>	
<b>Submitted to:</b>	

**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 <b>with no change</b> 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"/>	14 days to attain the 15 <sup>th</sup> day off work	30 minutes
<input type="checkbox"/>	9 days to attain the 10 <sup>th</sup> day off work	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 two 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:
-------------	--------------

**December 18, 2017 to April 30, 2020**

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 15/14 FWA's)

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					

**Planned Absences: Vacation and/or Planned Wellness Credits**

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

- 30 minutes for a schedule of 15 over 14
- 47 minutes for a schedule of 10 over 9

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

**December 18, 2017 to April 30, 2020**

**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 email 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.

**December 18, 2017 to April 30, 2020**

**APPENDIX 8**

**VACATION**

**A. Vacation Work Unit:**

1. For the purposes of vacation scheduling only, “Work Unit” is defined as all employees holding the same job title (job classification) within a Branch or Service Delivery Sector in the Toronto location and employees holding a job title (job classification) on a geographic location basis in the Area and District Offices.

For the majority of job classifications, the selection process is conducted in each separate geographic location and each separate Branch/Service Delivery Sector. See parts (C) and (D) below for exceptions.

2. Canvass other Work Units:

When a Branch/Service Delivery work unit, has reached its capacity for granting vacation by seniority and job title, other work units, which are under capacity, will be canvassed in order to allow for a greater opportunity to grant additional vacation requests (see Article 11.09) where the work exists in multiple offices or Branch/Service Delivery “work units”, and where coverage can be supplied by employees in other offices. This would not normally apply to jobs that require travel. 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.

\* Canvassing is required to occur before the vacation schedules are posted.

<b><u>Case Managers and Nurse Consultants Work Units</u></b>	
<b>Regional Offices</b>	<b>Toronto Branch/Service Delivery</b>
Guelph/Kitchener	Industrial Government Services Services / Health Care Construction / Transportation Secondary Entitlement (Pre-90)
Hamilton/St. Catharines	
North Bay/Timmins/Sudbury	
Kingston/Ottawa	
Thunder Bay/Sault Ste. Marie	
London/Windsor	

**December 18, 2017 to April 30, 2020**

**B. Staffing Requirements:**

Maximum staffing requirements for each work unit will as outlined below. In all cases management has the discretion to set lower staffing requirements for a work unit.

Work Unit	Staff #	Work Unit	Staff #	Work Unit	Staff #	Work Unit	Staff #	Work Unit	Staff #
50	40	40	32	30	24	20	16	10	8
49	39	39	31	29	23	19	15	9	7
48	38	38	30	28	22	18	14	8	6
47	37	37	29	27	21	17	13	7	5
46	36	36	28	26	20	16	12	6	5
45	36	35	28	25	20	15	12	5	4
44	35	34	27	24	19	14	11	4	3
43	34	33	26	23	18	13	10	3	2
42	33	32	25	22	17	12	9	2	1
41	32	31	24	21	16	11	9	1	0

For a work unit of 6, there shall be 3 weeks apart from the week of Canada Day, the timing of which shall be at management’s discretion, during the summer vacation period when the maximum staffing requirement is dropped to 4 instead of 5.

For a work unit of 11, there shall be 3 weeks apart from the week of Canada Day, the timing of which shall be at management’s discretion, during the summer vacation period when the maximum staffing requirement is dropped to 8 instead of 9.

The maximum staffing requirement for the week that includes the Canada Day statutory holiday for each work unit will be as outlined below. Management has the discretion to set lower staffing requirements for a work unit.

Work Unit	Staff #	Work Unit	Staff #	Work Unit	Staff #	Work Unit	Staff #	Work Unit	Staff #
50	35	40	28	30	21	20	14	10	7
49	34	39	27	29	20	19	13	9	6
48	33	38	26	28	19	18	12	8	5
47	33	37	26	27	19	17	11	7	4
46	32	36	25	26	18	16	11	6	4
45	31	35	24	25	17	15	10	5	3
44	31	34	23	24	16	14	9	4	2
43	30	33	23	23	16	13	9	3	2
42	29	32	22	22	15	12	8	2	1
41	28	31	21	21	14	11	7	1	0

**C. Case Manager and Nurse Consultant Work Units for the purpose of Scheduling:**

Notwithstanding section A, for the purpose of Article 11.06 and to allow for greater opportunity to grant vacation requests the following work units shall be grouped together as follows for short term case managers, long term case managers and nurse consultants.

Regional and Area offices	Guelph / Kitchener
	Hamilton / St. Catharines
	North Bay / Timmins / Sudbury
	Thunder Bay / Sault Ste. Marie
	Ottawa / Kingston
	London
	Windsor
Toronto Service Delivery Sector	Government Services
	Construction / Transportation
	Services / Health Care
	Industrial
	Secondary Entitlement (pre-90)

The following Case Manager teams will be considered one vacation work unit each regardless of location:

Vacation Work Units	
Psych/CPD	Appeals / FEL Implementation Team
Pre-90	Post-Adjustment Claims
Post Lock-in	Secondary Injury Enhancement Fund
Provincial Coverage	Re-employment
System Owned Claims (SOC)	Quality Review
Board Employee Claims	

**D. Other Vacation Work Units for the purpose of Scheduling:**

Notwithstanding section A, for the purpose of Article 11.06 and to allow for greater opportunity to grant vacation requests the following work assignments are deemed work units:

- a. The Skills Development Branch will be divided into vacation work units, regardless of location, as follows:
  - i. Skills Development Specialist - Claims
  - ii. Skills Development Specialist - Employer Accounts
  - iii. Skills Development Specialist - Work Reintegration
  - iv. Development Specialist



**December 18, 2017 to April 30, 2020**

- b. All Health Services Referral Clerks shall be treated as one vacation work unit, regardless of location.
- c. Health Care Payment Representatives at Simcoe Place shall be treated as 3 separate vacation work units as follows:
  - i. Pre-90
  - ii. Noise Induced Hearing Loss
  - iii. All other Health Care Payment Representatives

**E) 2018 Summer Vacation Scheduling**

For the 2018 Summer Vacation period, the maximum staffing levels shall be reduced for the week of Canada Day, the week preceding Labour Day (August 27-31) and two additional weeks in the summer period, the timing of which shall be at management's discretion. Management can select different weeks to be reduced for different work units. This reduction in staffing levels shall be in accordance with the Chart in (c) above which applies to the week of Canada Day.

For the purposes of summer vacation scheduling for 2018, as set out in article 11.09 (2), summer vacation scheduling will proceed on the basis of the employer ensuring weeks are available within the staffing requirements of the unit to provide each employee with no less than two weeks of summer vacation rather than the one week set out in article 11.09 (2), but all other provisions of 11.09 would still apply.

The Employer and the Union will meet to discuss how work unit sizes will be adjusted to allow for greater flexibility during the 2018, May 1<sup>st</sup> to October 31<sup>st</sup> Vacation period. The parties will make best efforts to reach an agreement, but if the Employer and Union do not agree on how work unit sizes will be adjusted by the date that the summer vacation bid process commences, the 2018 Summer Vacation period will be scheduled in accordance with article 11.09 and appendix 8, but the provisions of appendix 8(E) shall not apply.

These provisions that relate to the 2018 Summer Vacation period shall expire effective September 30, 2018. After September 30, 2018, the employer and union will discuss the results of the change in scheduling and the impacts on customer service, and will discuss whether the same or similar changes could be implemented in future years.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2017.

Ontario Compensation Employees Union  
Per:

Workplace Safety and Insurance Board  
Per:

\_\_\_\_\_  
**For the Union**

\_\_\_\_\_  
**For the Employer:**

**December 18, 2017 to April 30, 2020**

**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.

Professional Association Fees	192
Continued Programs (Employee Assistance and Fitness Incentive Programs)	193
Professional Duties	194
Post-Retirement Benefits	195
Employment Security – Prevention	198
Staffing of Special Project Work	200
Collision Deductible	202
Tuition Assistance Eligibility	203
CUPE Member Facilitators	205
National Standard of Canada, Psychological Health & Safety in the Workplace	206
Hours of Work	208
Customer Service	209
Eligibility Adjudicator Screening Requirements	210
Salary Scale Step Progression Transition Rules	211
Irregular Hours	212

**December 18, 2017 to April 30, 2020**

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

May 20, 2016

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 Health Information Management Association
- 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
- Ontario Paralegal 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)
- 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 Professional
- College of Kinesiologists of Ontario
- Vocational Rehabilitation Association
- National Institute of Disability Management and Research (NIDMAR)
- College of Chiropractors of Ontario
- Chartered Professional Accountant (CPA)

Yours truly,

Lisa Dymond,  
Director, Labour Relations

**December 18, 2017 to April 30, 2020**

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

May 20, 2016

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
- Fitness Incentive Program

Yours truly,

Lisa Dymond,  
Director, Labour Relations

**December 18, 2017 to April 30, 2020**

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

Dear Mr. Goslin:

May 20, 2016

**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,

Lisa Dymond,  
Director, Labour Relations

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

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

**Re: Post-Retirement Benefits**  
**June 13, 2016 (Updated to reflect the memorandum of**  
**agreement between OCEU and WSIB effective October 31, 2017)**

1. Former employees within the meaning of Article 1.01 who ended their employment with the WSIB on or before June 30, 2016 and current employees within the meaning of Article 1.01 who commenced employment with the Employer on or before June 30, 2016 and who leave their employment with the WSIB on or before March 31, 2020 shall only be entitled to receive WSIB-sponsored pensioner life insurance coverage and post-retirement health care and dental benefits when he or she is in receipt of a monthly pension from the Pension Plan regardless of when they retire and:

- a) Was or is a WSIB employee,
- b) 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.

For greater clarity, the employee must be in receipt of a monthly pension from the WSIB pension plan in order to be eligible to receive WSIB-sponsored pensioner life insurance coverage and post-retirement health care and dental benefits.

Pensioner life insurance coverage and 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.

Employees or pensioners who receive benefits under this section shall have the choice of receiving either:

- c) The same post-retirement health care and dental benefits as those benefits set out for active employees as set out in Article 21 and Appendix 2 (B) of the 2011-2016 Collective Agreement, other than coverage for drugs provided for pensioners over the age of 65 by the Ontario Drug Benefit (ODB) program, which shall not be provided. The plan design, level of these benefits and any cost sharing/premiums arrangements shall be fixed and shall not be increased or decreased if and when the plan design, level of these benefits and any cost sharing/premiums arrangement changes for active employees in subsequent Collective Agreements, or
- d) The same post-retirement health care and dental benefits as active employees as set out in Article 21 and Appendix 2 (B), other than coverage for drugs provided for pensioners over the age of 65 by the Ontario Drug Benefit (ODB) program, which shall not be provided. The plan design, level of these benefits and any cost sharing/premiums

**December 18, 2017 to April 30, 2020**

arrangements shall be increased and/or decreased following retirement if and when the plan design, level of benefits and any cost sharing/premiums arrangements changes for active employees in future Collective Agreements.

Employees, former employees and retirees shall have to make their choice by the following deadlines, as applicable:

- Former employees who ended their employment with the WSIB on or before June 30, 2016 must make their choice in writing by July 31, 2017.
- Current employees who commenced employment with the WSIB on or before June 30, 2016 and who leave their employment with the WSIB on or before July 31, 2017 must make their choices in writing by July 31, 2017.
- Current employees who commenced employment with the WSIB on or before June 30, 2016 and who leave their employment with the WSIB after July 31, 2017 but on or before March 31, 2020 must make their choice in writing by March 31, 2020, or by the date they begin to receive a pension from the WSIB pension plan, whichever is earlier.

Once a choice is made, it shall be irrevocable. If an employee or pension fails to make a choice by the applicable deadline their benefits shall be fixed at the 2011-2016 levels in accordance with c) above.

2. Employees within the meaning of Article 1.01 who commenced employment with the Employer on or before June 30, 2016 and who end their employment with the WSIB on or after March 31, 2020 shall only be entitled to receive WSIB-sponsored pensioner life insurance coverage and post-retirement health care and dental benefits when he or she is in receipt of a monthly pension from the Pension Plan regardless of when they retire and:

- a) Was or is a WSIB employee,
- b) 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.

For greater clarity, the employee must be in receipt of a monthly pension from the WSIB pension plan in order to be eligible to receive WSIB-sponsored pensioner life insurance coverage and post-retirement health care and dental benefits.

Pensioner life insurance coverage and 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.

Pensioners who receive benefits under this section shall receive the same post-retirement health care and dental benefits as active employees as set out in Article 21 and Appendix 2 (B), other than coverage for drugs provided for pensioners over the age of 65 by the Ontario Drug Benefit (ODB) program, which shall not be provided. The plan design, level of these benefits and any cost sharing/premiums arrangements shall be increased and/or decreased following retirement if



**December 18, 2017 to April 30, 2020**

and when the plan design, level of benefits and any cost sharing/premiums arrangements changes for active employees in future Collective Agreements.

3. Employees within the meaning of Article 1.01 who commence employment with the Employer on or after July 1, 2016 shall only be entitled to receive WSIB-sponsored pensioner life insurance coverage and post-retirement health care and dental benefits if they meet the eligibility criteria established by the Employer, and the plan design, level of benefits and cost sharing/premiums arrangements for such benefits shall be as established by the Employer, and may be amended from time to time by the Employer.

Signed this 13 day of June, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

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

**Employment Security – Prevention**

1. 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.

For the purposes of clarification, the parties agree that the Prevention MOA prevents the WSIB from laying off the following bargaining unit employees:

- a) Prevention Division employees permanently employed as of June 30, 2011 who received an Article 6 notice of redundancy between June 30, 2011 and the date of this settlement;
  - b) Employees permanently employed within the Prevention Division as of the date of this settlement;
  - c) Employer Liaison Specialist (ELS) employees who received an Article 6 notice of redundancy on or after February 9, 2012;
  - d) Any permanent employee directly displaced by an employee removed from the Prevention Division or an ELS position;
  - e) Any permanent employee displaced by subsequent bumps connected to the original redundancy of the Prevention Division or ELS employee.
2. If an employee described in paragraph 1), above, has secured or in the future secures an alternate position through competition and without utilizing his or her priority or secondary placement rights, the Prevention MOA shall not apply to the employee after the date upon which the employee commences the alternate position.
  3. Where the WSIB has rescinded or in the future rescinds a bump such that an employee described in paragraph 1, above, is no longer redundant, the Prevention MOA shall not apply to that employee after the date upon which the bump is rescinded.
  4. The parties agree that the Prevention MOA will no longer apply to any employees described in paragraph 1 who permanently leave the bargaining unit, even if that employee returns to the bargaining unit at a later date.

**December 18, 2017 to April 30, 2020**

5. Where an employee described in paragraph a), above, is affected by an organizational or technological change, the employee shall be provided with a Notice of Elimination of Position in accordance with Article 6.
6. The parties agree that the Prevention MOA only prevents the WSIB from laying off those employees described in paragraph 1, above, which is understood to refer to a lay-off with recall rights. The Prevention MOA does not prevent the WSIB from placing an employee described in paragraph 1 into the position of a bargaining unit employee with lesser seniority (i.e., a displacement or bump), or placing the employee into a Voluntary Exit (VE) match subject to the terms of Article 6 of the Collective Agreement.
7. The Prevention MOA shall be in force and effect until the expiry of the current Collective Agreement, unless expressly renewed by the parties.

Signed this 20th day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/COPE L1750

**December 18, 2017 to April 30, 2020**

**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 (bargaining unit and non-bargaining unit) 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). An accounting will be provided to the Union on a quarterly basis.
- 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. 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 non-bargaining unit employee who is reassigned to such a temporary position.

**December 18, 2017 to April 30, 2020**

- 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, bargaining unit and non-bargaining unit, 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 20th day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

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

**Re: Collision Deductible**

**The parties have agreed as follows:**

Article 8.09(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 20th day of May, 2016

For the Employer:

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Lisa Dymond,  
Director Labour Relations

For the Union:

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Harry Goslin,  
President OCEU/COPE 1750

**December 18, 2017 to April 30, 2020**

**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 two thousand five hundred dollars (\$2,500) available to every 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 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)

**December 18, 2017 to April 30, 2020**

**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 20<sup>th</sup> day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director Labour Relations

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Harry Goslin,  
President OCEU/CUPE 1750



**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

Between

**Workplace Safety & Insurance Board**

And

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

**Re: CUPE Member Facilitators**

**The parties have agreed as follows:**

The Employer will grant employees union paid leaves of absence under Article 17.03, for not more than five (5) consecutive days, to a Union representative or bargaining unit employee to act as a “CUPE member facilitator”, with at least ten (10) working days’ written notice from the Union.

The WSIB will not be required to grant more than 15 days per year for any one employee, plus 5 additional days for initial training in the year an employee first becomes a member facilitator. In addition, the WSIB shall not be required to grant more than 45 days in total for all employees in any calendar year, plus 5 additional days per facilitator for initial training in the year employees first become member facilitators.

Any requests that do not meet the notice period set out above or go beyond the maximum amount of leave shall be granted at the sole discretion of the Employer.

Signed this 20<sup>th</sup> day of May, 2016

For the Employer:

For the Union:

\_\_\_\_\_  
Lisa Dymond,  
Director Labour Relations

\_\_\_\_\_  
Harry Goslin,  
President OCEU/CUPE 1750

**December 18, 2017 to April 30, 2020**

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

May 20, 2016

Dear Mr. Goslin:

**Re: National Standard of Canada, Psychological Health & Safety in the Workplace**

The WSIB is committed to alignment with the principles outlined in the National Standard of Canada, Psychological Health & Safety In The Workplace, published on January 16, 2013 (referenced as CAN/CSA-Z1003-13/BNQ 9700-803/2013). WSIB is working toward implementing these principles, and will continue to work with OCEU to achieve this goal and will form an ad-hoc committee consistent with the standard committee terms described in Article 14.

The Standard specifies requirements for a documented and systematic approach to develop and sustain a psychologically healthy and safe workplace. The Standard also provides a framework to create and continually improve a psychologically healthy and safe workplace, including:

1. The identification and elimination of hazards in the workplace that pose a risk of psychological harm to a worker;
2. The assessment and control of the risks in the workplace associated with hazards that cannot be eliminated.
3. Implementing structures and practices that support and promote psychological health and safety in the workplace; and
4. Fostering a culture that promotes psychological health and safety in the workplace.

The Standard is based on the following guiding principles:

1. Legal requirements associated with psychologically healthy and safe workplaces applicable to the organization will be identified and complied with as a minimum standard of practice;
2. Psychological health and safety is a shared responsibility among all workplace stakeholders and commensurate with the authority of the stakeholder;
3. The workplace is based on mutually respectful relationships among the organization, its management, its workers, and worker representatives, which includes maintaining the confidentiality of sensitive information;
4. Individuals have a responsibility towards their own health and behavior;
5. A demonstrated and visible commitment by senior management for the development and sustainability of a psychologically healthy and safe workplace;
6. Active participation with all workplace stakeholders;
7. Organizational decision making incorporates psychological health and safety in the processes; and

**December 18, 2017 to April 30, 2020**

8. A primary focus on psychological health, safety, awareness, and promotion as well as the development of knowledge and skills for those persons managing work arrangements, organization, processes, and/or people.

The WSIB will work towards implementing these principles in a manner that is consistent with the WSIB's requirements and the complexities of the organization.

Yours truly,

Lisa Dymond  
Director, Labour Relations

**December 18, 2017 to April 30, 2020**

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

May 20, 2016

Dear Mr. Goslin:

**Re: Hours of Work**

Customer service is at the foundation of everything the WSIB does in providing programs and services to Ontario's workers and Employers.

The Employer remains committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all employees.

This letter is to confirm that the Employer has assessed its business needs over the term of the April 1, 2016 – April 30, 2020 Collective Agreement and it does not have any plans to establish regular operations on weekends or evening shift work (outside of CRDM) or any significant changes to existing start times, although the Employer does intend to continue its regular practice of offering occasional overtime work on weekends (such as on user days). Moreover, with the exception of minor adjustments and maintenance of staffing levels for coverage throughout the day, the Employer does not foresee a need for staff to work outside of 7:00 AM to 5:00 PM during the life of the Collective Agreement with the exception of the current need to have some staff work until 5:15 PM.

Yours truly,

Lisa Dymond  
Director, Labour Relations

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

**Between:**

**Workplace Safety & Insurance Board**

**And**

**Ontario Compensation Employees Union/COPE, Local 1750**

**Re: Customer Service**

Public sector organizations have an obligation to maintain a high level of customer service. The Workplace Safety & Insurance Board (WSIB) and the Ontario Compensation Employees Union (OCEU) have a shared interest to build upon our client experience for the Workers and Employers of Ontario.

The parties agree to designate representatives who will meet to discuss relevant information, consider what is working well and what can be adjusted or improved upon.

In keeping with the business fundamentals of Service Excellence and Organizational Excellence, the parties will meet to discuss opportunities to develop and provide recommendations regarding customer service and build upon positive client experience, business and employee needs.

Signed this 20<sup>th</sup> day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/COPE L1750

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

**Between:**

**Workplace Safety & Insurance Board**

**And**

**Ontario Compensation Employees Union/COPE, Local 1750**

**Re: Eligibility Adjudicator Screening Requirements**

To promote the internal advancement of employees the Employer agrees to alter the screening requirements of the Eligibility Adjudicator position for the duration of the Collective Agreement, in the following manner:

- 1) Internal applicants who do not meet the screening requirement of a university degree will be allowed to satisfy the educational screening requirement via the following alternative:
  - a) Three (3) year college diploma in any subject area; or a two (2) year diploma in disability management, insurance or business; and
  - b) Two (2) years of experience in a role that requires decision-making, problem-solving and critical thinking.
- 2) The Employer will remove the minimum template requirement for adjudication job knowledge.

The Employer will assess the effectiveness of the reduced screening requirements and reserves the right to reinstate the education requirement and/or the minimum template requirement at the completion of the Collective Agreement.

Signed this 20<sup>th</sup> day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/COPE L1750

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

**Between:**

**Workplace Safety & Insurance Board**

**And**

**Ontario Compensation Employees Union/COPE, Local 1750**

**Salary Scale Step Progression – Transition Rules**

The parties agree to implement the new Salary Scale set out in Schedule “A” under the following terms:

1. Employees who are not yet at the maximum step of the salary scale in the position they hold on June 30, 2016 shall continue under the step progression timelines contained in the 2011-2016 Collective Agreement, as long as they remain in that same position.
2. New employees hired on or after July 1, 2016, and employees who change positions on or after July 1, 2016 (unless the change is as a result of an Article 6 notice of redundancy) shall have their salaries progress in accordance with the step progression timelines contained in the 2016-2019 Collective Agreement.

Signed this 20<sup>th</sup> day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/COPE L1750

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

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

**Irregular Hours**

The irregular hours provision applies only to employees in positions designated on or before April 1, 2005 and will not apply to employees hired after April 1, 2005.

The designated positions include Claims Investigators and Workwell Evaluators.

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.

Signed this 20<sup>th</sup> day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/CUPE L1750



**December 18, 2017 to April 30, 2020**

**OTHER AGREEMENT(S)**

The following Agreements 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
- Drug Formulary
- Reciprocal Agreements Regarding Transfer of Pension Credits
- Pension Coverage during STD
- Voluntary Exit (VE) and Salary Continuance
- Vacation Credits and Attendance Credits Salary Continuance (Paid Leave of Absence)
- Job Library
- Employment Standards Act Leaves

**December 18, 2017 to April 30, 2020**

**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 20<sup>th</sup> day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

**December 18, 2017 to April 30, 2020**

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

May 20, 2016

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,

Lisa Dymond,  
Director, Labour Relations

**December 18, 2017 to April 30, 2020**

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

May 20, 2016

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,

Lisa Dymond,  
Director, Labour Relations

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

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

**Re: Pension Coverage during STD**

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 41<sup>st</sup> 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 20th day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director Labour Relations

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Harry Goslin,  
President OCEU/COPE 1750

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

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

**Re: Voluntary Exit (VE) and Salary Continuance**

Pursuant to Article 6.03 of the Collective Agreement and in an effort to mitigate the impacts of organizational change, the Employer and Union agree, on a without precedent or prejudice basis, as follows:

1. The Employer shall permit employees who receive severance payments made under Article 6.18 (Voluntary Exit program), and who are not eligible to bridge to a pension date in accordance with 6.18(c), to take their severance payment, vacation credits and attendance credits as salary continuance to extend their service. Employees may use 50% of banked attendance credits to a maximum of 26 weeks and 100% of vacation credits, as well as severance payments.
2. The amount of salary received by an employee during the period of salary continuance should be equal to the employee's total gross base salary prior to beginning salary continuance. This agreement shall not be interpreted so as to permit an employee to extend the payment period by receiving a reduced salary than that immediately prior to beginning salary continuance.
3. During the term of salary continuance, employees shall not be eligible for Accidental Death & Dismemberment, travel insurance and short-term or long-term disability coverage. In addition, the payment of non-optional benefit premiums will cease as at the end of the salary continuance period. The employee shall also not accrue any vacation credits, or wellness days during salary continuance. The last day of salary continuance shall be deemed to be the effective date of termination of employment.
4. This agreement does not prejudice an employee's eligibility for WSIB-sponsored pensioner life insurance coverage and the extended health and dental care coverage provided by the Employer during retirement.
5. During the salary continuance period the Employer shall continue to deduct and remit union dues in accordance with Article 20 of the Collective Agreement.
6. At any time within during the salary continuance period, the employee may direct the Employer in writing to pay all or part of the monies or balance thereof payable under this Agreement to any fund or financial institution in the province of Ontario as permitted under federal or provincial law or in such manner as the employee may direct. Should the employee elect this option the salary continuance end date shall be adjusted accordingly.

**December 18, 2017 to April 30, 2020**

7. This memorandum of agreement will remain in force for the duration of the 2016-2019 Collective Agreement, at which time it will expire.

Signed this 20<sup>th</sup> day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director Labour Relations

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Harry Goslin,  
President OCEU/CUPE 1750

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

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

**Re: Vacation Credits and Attendance Credits Salary Continuance (Paid Leave of Absence)**

The Employer and Union agree, on a without precedent or prejudice basis, as follows:

1. An employee who is severing employment, but does not qualify for severance under Article 6.18 (Voluntary Exit Program), may elect to use the normal cash payout of banked attendance credits and vacation credits either as salary continuance to extend pensionable service in order or to bridge to a pension date as outlined in (2) below. Eligible employees may use 50% of banked attendance credits to a maximum of 26 weeks and 100% of vacation credits. Employees are asked to provide three months advance notice prior to their planned exit date, exceptions may be considered as required.
2. The period for receiving salary continuance shall not exceed the first date an employee would become eligible for an unreduced pension. For greater certainty, salary continuance may be used by an employee to receive a reduced pension as contemplated by the WSIB employees' Pension Plan or to extend an employee's service to receive a reduced pension but in no circumstances shall the end date exceed the date of eligibility for an unreduced pension.
3. The amount of salary received by an employee during the period of salary continuance should be equal to the employee's total gross base salary at the beginning salary continuance. This agreement shall not be interpreted so as to permit an employee to extend the payment period by receiving a reduced salary than that immediately prior to beginning salary continuance.
4. During the term of salary continuance, employees shall not be eligible for Accidental Death & Dismemberment, travel insurance and short-term or long-term disability coverage. In addition, the payment of non-optional benefit premiums will cease as at the end of the salary continuance period. The employee shall also not accrue any vacation credits, or wellness days during salary continuance. The last day of salary continuance shall be deemed to be the effective date of termination of employment.
5. This agreement does not prejudice an employee's eligibility for WSIB-sponsored pensioner life insurance coverage and the extended health and dental care coverage provided by the Employer during retirement.
6. During the salary continuance period the Employer shall continue to deduct and remit union dues in accordance with Article 20 of the Collective Agreement.



**December 18, 2017 to April 30, 2020**

7. At any time within during the salary continuance period, the employee may direct the Employer in writing to pay all or part of the monies or balance thereof payable under this Agreement to any fund or financial institution in the province of Ontario as permitted under federal or provincial law or in such manner as the employee may direct. Should the employee elect this option the salary continuance end date shall be adjusted accordingly.
8. This memorandum of agreement will remain in force for the duration of the 2016-2019 Collective Agreement at which time it will expire.

Signed this 20<sup>th</sup> day of May, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director Labour Relations

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Harry Goslin,  
President OCEU/COPE 1750

December 18, 2017 to April 30, 2020

**Memorandum of Agreement**

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

**Re: Job Library**

Pursuant to article 5.14(c) the parties agree that the Employer shall maintain the library of past work samples if utilized and interview questions for the following jobs:

- Business Centre Representative
- Customer Service Travel Assistant
- Customer Service Representative
- Health Care Processing Clerk
- Access Review Clerk
- Claims Registration Representative
- Document Management Representative
- Records Control Clerk
- NEL Clinical Specialist
- Business Team Support Clerk
- Receptionist Counsellor
- Health Care Payment Representative
- Payment Specialist
- Account Analyst
- Account Specialist
- Senior Business Analyst
- Collections Specialist
- Noise Induced Hearing Loss Adjudicator
- Eligibility Adjudicator
- Case Manager
- Occupational Disease Adjudicator
- Case Manager, Specialised Services
- Appeals Resolution Officer
- Auditor
- Nurse consultant
- Return to Work Specialist
- Work Transition Specialist
- Skills Development Specialist
- Claims Information Specialist

Other jobs may be added or removed with mutual agreement between the Union and Employer using an approximate threshold of 16 incumbents.

Signed this 31<sup>st</sup> day of October, 2017

For the Employer:

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Lisa Dymond,  
Director Labour Relations

For the Union:

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Harry Goslin,  
President OCEU/CUPE 1750

**December 18, 2017 to April 30, 2020**

**Memorandum of Agreement**

Between  
**Workplace Safety & Insurance Board**  
And

**Ontario Compensation Employees Union**

**Employment Standards Act Leaves**

The Parties agree to amend the language in article 16.09(4) of the Collective Agreement to reflect the proposed changes to Family Medical Leave and the Crime related Child Death or Disappearance Leave contained in Bill 148 (Fair Workplaces, Better Jobs Act, 2017) in the event that the Bill receives royal assent.

Dated at Toronto this 31<sup>st</sup> day of October 2017.

For the Employer:

For the Union:

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Lisa Dymond,  
Director Labour Relations

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Harry Goslin,  
President OCEU/CUPE 1750