



Effective January 01, 1998 to December 31, 1999

ONTARIO PUBLIC SERVICE STAFF UNION  
(The Union)

and the

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(The Employer)

between the

COLLECTIVE AGREEMENT

No. of		TERM	EFF.
EMPLOYEES	EMPLOYERS		



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# COLLECTIVE AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of January, 1998.

Between:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter referred to as "The Employer")

- and -

THE ONTARIO PUBLIC SERVICE STAFF UNION  
(hereinafter referred to as "The Union")

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The Employer and Union each agree with each other as follows:

## **ARTICLE 1 - PURPOSE**

- 1.01 It is the desire of both parties to this Agreement:
- (a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
  - (b) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc.;
  - (c) to encourage efficiency in the operation of the Ontario Public Service Employees Union and to provide the best service to its members;
  - (d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

## **ARTICLE 2 - RECOGNITION**

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer save and except the Administrator of Operational Services, the Administrator of Central Services, the Administrator of Field Services, the Administrator of Staff Relations, District Supervisors (Field Services), Research Supervisor (Central Services), Negotiations Supervisor (Central Services), Public Affairs Supervisor (Central Services), Facilities Supervisor (Operational Services), Accounting Supervisor (Operational Services), Assistants to the President, Supervisor Staff Relations, Administrative Secretary to the President, Administrative Secretary to the 1st. Vice-president, Administrative Secretary to the Assistants to the President, Administrative Secretary to the Administrator of Staff Relations, Administrative Secretary to the Administrator of Field Services, Administrative Secretary to the Administrator of Central Services, and Administrative Secretary to the Administrator of Operational Services.

2.02 The Employer hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.03 The Employer shall advise the Union at the time of an individual's engagement as a permanent employee, temporary employee or a Membership Development Trainee.

**(a) Permanent Employee**

A permanent employee is an employee who is hired on a permanent basis either full-time or part-time.

**(b) Temporary Employee**

A temporary employee is one who is hired on a full-time or part-time basis for:

- (i) a specific project;
- (ii) work of a non-recurring nature;
- (iii) replacing or partially replacing a full-time employee who is absent from his/her home position.

Such assignments are not to exceed a maximum of twelve (12) months and can be extended beyond the initial period only by mutual agreement of the Parties.

Qualified permanent employees will be offered temporary assignments to positions covered in Appendix A on the same basis as offered to OPSEU members and at least thirty percent (30%) of such assignments in a calendar year must be filled by permanent employees on this basis. Such opportunities will be made known to the OPSSU membership and the Employer will endeavour to rotate the assignments among qualified applicants.

This provision does not apply to positions filled under Article 11.01.03.

**(c) Membership Development Trainee**

A Membership Development Trainee is a dues-paying member of OPSEU who is doing a developmental training assignment to expand his/her knowledge and skills of the trade union movement. Such assignments are not intended to fill regular complement positions.

Such assignments are not to exceed twelve (12) months duration without the mutual agreement of the Parties and such assignments will be either a specific project or work of a non-recurring nature.

An MDT shall be subject to the following terms and conditions of employment with OPSEU:

1. An MDT shall retain all rights and privileges as a member of OPSEU.
2. An MDT will pay dues to OPSSU and will be afforded his/her statutory rights by OPSSU.

**3. Wages**

An MDT will receive wages every other Thursday in accordance with either (i) or (ii), whichever is greater:

- (i) Pay at eighty-five percent (85%) of the starting rate for the classification in which the MDT is hired.
- (ii) Pay at his/her former rate of pay.

**4. Benefits**

The Employer will attempt to maintain the MDT's benefits with the home employer. If this is not possible, the MDT shall receive ten percent (10%) of regular weekly salary in lieu of all benefits, except those specifically listed in the Article.

5. Pension

The Employer will attempt to maintain the MDT's pension contribution to the home employer's pension plan. If this is not possible, the Employer will provide an RRSP contribution equal to the value of the home employer's pension contribution.

6. Vacation

Where a MDT has not received vacation and/or vacation credits from their employer, an MDT will receive four percent (4%) of salary in lieu of vacation at the end of his/her tenure as an MDT..

7. Transportation Allowance

If the Employer deems it necessary, transportation or a transportation allowance will be provided to an MDT.

8. Accommodation Allowance

If the Employer deems it necessary for an MDT to establish a residence in addition to his/her regular residence, the Employer shall provide accommodation or an accommodation allowance.

9. Other Expenses

Expenses paid to MDTs shall be the same as those paid to permanent staff except for entitlements in 7 and 8 above.

10. Other Applicable Articles

In addition, the following Articles and/or Sections of the Collective Agreement between the Parties shall apply to an MDT:

<u>ARTICLE/SECTION</u>	<u>ARTICLE/SECTION TITLE</u>
1	<b>PURPOSE</b>
2	RECOGNITION
3	MANAGEMENT'S RIGHTS
4	<b>UNION SECURITY</b>
5	CORRESPONDENCE
7	RESOLUTIONS & REPORTS
8	GRIEVANCE PROCEDURE

13.01.01	BEREAVEMENT LEAVE
13.01.02	COMPASSIONATE LEAVE
13.01.03	JURY OR COURT WITNESS DUTY
17.01	CHILD CARE
17.02	MEAL ALLOWANCES
17.04	TRAVEL & ACCOMMODATION EXPENSES
17.05	EXPENSE ADVANCE
17.06	INCIDENTAL EXPENSES
20.01	HOLIDAYS
20.02	HOLIDAYS FALLING ON A WEEKEND
20.03(a)(b)(d)	CHRISTMAS-NEW YEAR SHUTDOWN
22.06	WORKER'S COMPENSATION
26.01; 26.02.01; 26.02.02; 26.02.03; 26.03	HEALTH AND SAFETY
30	PLURAL OR <b>FEMININE</b>
31	CONTRACTING OUT
33	DISCRIMINATION
34	PERSONAL TASKS
36	DURATION OF AGREEMENT
APPENDIX "A"	
A1	HOURS OF WORK, COMPENSATING TIME & OVERTIME
A2	WEEKEND & PAID HOLIDAY OVERTIME-LIEU TIME
A3	PAYMENT OF LIEU TIME
APPENDIX "B"	
B1	EXPENSES
B2	MEAL ALLOWANCE
B3	HOURS OF WORK
B4	<b>OVERTIME</b>
B6	PARKING
B7	WORK AT ANOTHER LOCATION

(d) Unless the Parties agree otherwise, when a full-time non-complement position is occupied for more than twelve (12) months, by any combination of MDT's and/or temporary employees, hired for a specific project or work of a non-recurring nature, the position will be posted as a full-time vacancy.

2.04 Should the Union change its name, affiliate or merge with any other Union, or group of Unions, preferably within the C.L.C., the resulting entity shall retain all privileges and rights of the former Union, and the existing Collective Agreement shall remain in force.

### **ARTICLE 3 - MANAGEMENT'S RIGHTS**

- 3.01 It is recognized that the management of OPSEU, the control of its properties and the maintenance of order of its premises are solely the responsibility of management.
- 3.02 Other rights retained by the management of the OPSEU are hereby recognized, prominent among which, but by no means wholly inclusive, are:
- (a) The right to determine and effect its own methods and scope of operations; to determine the number of staff required to carry out its operations; to select, hire and direct them; the right to decide the number and location of offices; to establish policies and standards governing its operations; to discipline or to dismiss employees for just cause;
  - (b) to make and enforce reasonable rules of procedure and conduct during working hours or on Union assignment for its employees.
- 3.03 In making changes due to transfers or re-allocating servicing districts or assignments, seniority will be the governing factor providing qualifications and ability are equal. Employees will be notified at least two (2) months in advance if the transfer is intended to be of a duration exceeding six (6) months. It is further provided that such employees will be given as much notice as possible to promote, demote, to retire, or lay off employees due to lack of work. It is understood that such notice will be no less than two (2) months.
- 3.04 The rights referred to in Article 3 above shall be exercised subject to the provisions of this Agreement.
- 3.05 There shall be no written or verbal agreements with any employees that are contrary to this Collective Agreement without consultation with the Union.

### **ARTICLE 4 - UNION SECURITY**

- 4.01 All Employees to be Members
- All employees of the Employer as defined in Article 2.01 of this Agreement, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees of the Employer shall become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.
- 4.02 The Employer shall deduct from every employee, as defined in Article 2.01 of this Agreement, any monthly dues, assessments and initiations, in accordance with the Union Constitution and By-laws, and owing by the employee to the Union.

- 4.03 Deductions shall be made each pay period and shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made and the amount of money deducted per each employee.
- 4.04 It is agreed by the Employer that all present employees and every new employee hired after the effective date of this Agreement shall be furnished with a copy of this Agreement.

#### **ARTICLE 5 - CORRESPONDENCE**

- 5.01 All correspondence between the Parties arising out of this Agreement or incidental thereto, and including letters of reprimand, when the individual employee so agrees in writing, shall be forwarded to the President of OPSEU and the President and Secretary of the Union.
- 5.02 The Employer agrees to furnish the Union by no later than the fifteenth (15th) of each month, with the names and status under Article 2.03 of all employees who were either engaged or terminated, during the previous month.
- 5.03 The Employer agrees to provide the Union, on a quarterly basis, with the following information: seniority lists, job classifications, wage rates, pension and welfare plans, job descriptions, dues deductions, new hires, policies and rules, supplementary agreements, results of job postings, new positions, and reductions in complement.
- 5.04 The Union agrees to provide the Employer, on a quarterly basis, with a list of the names of the stewards and Union committee members together with the areas that they are authorized to represent.

#### **ARTICLE 6 - COMMITTEES**

##### **6.01 Bargaining Committee**

- 6.01.01 The Employer agrees to recognize a committee of up to six (6) members selected by the Union as their committee for bargaining. Such members shall suffer no loss of salary or benefits carrying out these functions while meeting with management. Benefits shall mean group insurance, OHIP, pension, vacation, holidays, and sick leave.
- 6.01.02 In the event either Party wishes to call a meeting of the committee, the meeting shall be held at a time and place to be mutually agreed.



**6.02 Employee/Employer Relations Committee**

6.02.01 The function of the Employee/Employer Relations Committee shall be to establish a forum for consultation on changes in conditions of employment not governed by this Agreement and other matters of mutual interest; to permit negotiations of matters of mutual interest between employees in the Bargaining Unit and the management of OPSEU.

6.02.02 Such matters shall not be subject to the mediation and arbitration procedures under this Agreement, provided that nothing shall preclude a grievance alleging a violation of the Collective Agreement.

6.02.03 While the committee shall consider and attempt to resolve all problems of mutual concern it is understood that the committee shall function in an advisory capacity and shall have no power to amend; or add to, or modify the terms of the Collective Agreement.

**6.03 Joint Welfare Benefits Administration Committee**

A joint employee/employer committee shall be established in order to advise the Employer on the effective administration of all welfare plans. Such committee shall be made up of not more than three (3) members of each of the Parties.

**ARTICLE 7 - RESOLUTIONS AND REPORTS**

7.01 Copies of all changes in policies or rules and regulations adopted by the Employer, which affect the members of the Union, shall be forwarded to the Union.

**ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 The Parties agree that an employee has the **right** to union representation at all stages of the grievance procedure..

8.02 Step 1

Within thirty (30) working days of the employee becoming aware of the grievance, the employee and/or a steward shall discuss with the employee's Supervisor, provided the section head is not a member of the **Bargaining** Unit and shall submit a completed grievance form and shall attempt to settle the dispute. The Supervisor shall render his/her written decision to the employee, with a copy to the Union, **within** seven (7) working days after such meeting.

## Step 2

Failing a satisfactory settlement being reached at Step 1, the grievance may be submitted to the President within ten (10) working days from the receipt of the decision at Step 1. The President **or** his/her designate shall meet with the employee and/or a steward or a representative of the grievance committee within ten (10) working days thereafter, and attempt to settle the dispute. The President or his/her designate shall render his/her written decision to the employee, with a copy to the Union **within** seven (7) working days after such meeting.

## Step 3

Failing a satisfactory settlement being reached at Step 2, the grievance shall be submitted to arbitration in accordance with the provisions of Section 44 of the Ontario Labour Relations Act by either Party giving notice in writing to the other Party of its desire, within twenty (20) working days from the receipt of the decision at Step 2.

### **8.03 Definition of Working Days**

For the purposes of this article, working days shall not include Saturday, Sunday, paid holidays as provided in Article 20.01 or the Christmas-New Years shutdown period as set out in Article 20.03 . . .

### **8.04 Definition of Grievance**

**A** grievance in writing shall be defined as a difference arising between the Employer and any employee or the Union, relating to the interpretation, application or administration of this Agreement, including any question as to whether any matter is arbitrable.

### **8.05 Policy Grievance**

Either the Employer or the Union may lodge a policy grievance **within** thirty (30) working days of the circumstances giving rise to the grievance becoming known. Such grievance shall be processed beginning at Step 2 of the grievance procedure. In the case of a Union grievance, such grievance shall be signed by at least **two (2)** members of the grievance committee. In the case of a grievance against the Union, such grievance shall be signed by the President and at least one other employer representative. The Union may not claim compensation for an individual employee through a policy grievance unless that employee signs the policy grievance.

## 8.06 Sexual Harassment

8.06.01 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex, by his or her Employer, or agent of the Employer, or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

8.06.02 Every employee covered by this Collective Agreement has a right to be free from:

- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee, where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
- (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance, where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.

8.06.03 The time limits set out in Article 8.02 do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

8.06.04 Where, at any time either before the making of a complaint or the filing of a grievance under Article 8, the Employer establishes an investigation of the complaint; or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer; the time limits for the processing of the complaint or grievance under Article 8 shall be suspended until the employee is given notice in writing of the results of the investigation, which shall be completed within two (2) months of the date of the complaint being filed with the Employer.

8.06.05 Where a complaint under this Article is made *against* an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee; any oral complaint or written grievance which is expressed in Article 8 to be presented to the supervisor may be presented directly to the Administrator of Staff Relations or his/her designee. It is agreed that the designee assigned will not be a person who is the subject of the complaint giving rise to the grievance.

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

## 8.07 Facilities for Grievance

The Employer shall supply the necessary facilities for grievance meetings.

## **8.08 Time Limits**

Wherever time limitations are provided in this Article, such limitations may be extended by written agreement of the Parties. It is understood that the time limits in this Article are mandatory and not merely directory.

## **8.09 Supplementary Agreements**

Supplementary agreements, if any, shall form **part** of this Agreement and **are** subject to the grievance and arbitration procedure.

## **ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE**

9.01.01 **An** employee who has completed his or her probationary period may be dismissed or disciplined but only for just cause and only upon the authority of the President of OPSEU. It is acknowledged that authority for discipline, save and except dismissal, is routinely delegated to the **non-bargaining** unit supervisory employees of OPSEU.

9.01.02 Reason for discharge or suspension shall be given in writing to the employee prior to any action being taken and the Union shall be copied on such written reasons. Discharge **will** not become effective until a meeting is held between the Employer and the grievance committee of the Union.

9.01.03 **An** employee considered by the Union to be wrongfully or unjustly discharged, may present a grievance commencing at Step 2 of the grievance procedure.

9.01.04 In determining any grievance arising out of a claim of discharge or other discipline, the Arbitration Board may dispose of the claim affirming the Employer's actions and dismissing the grievance; by **setting** aside the disciplinary action involved and restoring the grievor to his/her former position, with or without compensation; by substituting a lesser or different **penalty** for the discharge or discipline; or in such other manner as may, in the opinion of the Arbitration Board, be justified and equitable.

## **9.02 Unjust Suspension or Discipline**

Should it be found upon investigation that an employee **has** been unjustly suspended, discharged or disciplined, such employee shall be reinstated in his/her former position, without loss of seniority; and shall be compensated for all time lost in any amount equal to his/her normal earnings, or by any other arrangement as to compensation, which is just and equitable, in the opinion of the Parties or in the opinion of the Arbitration Board, if the matter is referred to such Arbitration Board.

9.03 Any employee appearing before the Employer or employer representative for disciplinary measures shall be notified in advance and shall have the right to be represented by a steward or grievance committee member.

**9.04 Personnel Files**

Upon serving reasonable notice to the Employer, employees shall have reasonable access to their personnel file.

**9.05 Adverse Reports**

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following suspension or disciplinary action, and any letters of reprimand or adverse reports shall be removed from his/her file at the end of the twenty-four month period. A copy of such reports shall be given to the employee.

**ARTICLE 10 - SENIORITY**

**10.01 Definition**

10.01.01 Seniority is defined as the length of service with the Employer as a permanent employee in a position within this Bargaining Unit, except that an employee shall continue to accrue seniority within the Bargaining Unit, while assigned to a position outside the Bargaining Unit, for a maximum of six (6) months.

10.01.02 Notwithstanding Article 10.01.01, for the purpose of calculating seniority in the bargaining unit, seniority shall include temporary service provided the temporary service was continuous and unbroken prior to the employee becoming a permanent employee.

Employment as a Membership Development Trainee as defined in clause 2.03 (c) shall not be included in any calculation of seniority.

10.01.03 Notwithstanding the above, former members of the Bargaining Unit, demoted back into the Bargaining Unit in accordance with Article 11.01.07 shall count their continuous service in a position outside the Bargaining Unit as if it were seniority earned within the Bargaining Unit.

10.01.04 When a permanent full-time employee's status is changed to permanent part-time, seniority shall be carried over on the basis of one (1) year of seniority being equal to eighteen hundred and twenty (1820) hours of work.

**10.02 Seniority List**

The Employer shall maintain a seniority list showing the date upon which each employee's service as a permanent employee commenced, plus accrued seniority. Up-to-date seniority lists shall be sent to the Union on June 30th and December 31st of each year.

### 10.03 Probationary Employees

Newly hired employees shall be considered on probation for a period of five (5) months for all permanent full-time employees, and one hundred (100) days worked for all permanent part-time employees, from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment as a permanent full-time employee or as a permanent part-time employee.

The probationary period may be extended by mutual agreement between the Parties. The extension of the probationary period may not exceed four (4) months, in the case of permanent full-time employees, or eighty (80) days worked, in the case of permanent part-time employees, beyond the original probationary period.

### 10.04 Loss of Seniority

- (a) If an employee is absent from work because of sickness, long-term disability, or accident, he or she shall not lose seniority rights and shall continue to accumulate seniority.
- (b) If an employee is absent from work because of layoff or leave-of-absence, he or she shall not lose seniority rights, but shall not continue to accumulate seniority.
- (c) **An** employee shall lose **all** seniority and his/her employment shall be deemed to have been terminated if:
  - (i) he or she is absent **from** work without leave or authorization for a period of ten (10) working days, except for reasons acceptable to the Employer;
  - (ii) he or she is discharged for just cause and is not reinstated through the grievance procedure;
  - (iii) he or she resigns;
  - (iv) he or she fails to return to work within five (5) working days following layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his or her current address;
  - (v) he or she is laid off for a period longer than twenty-four (24) months.

**10.05 Retention of Rights and Privileges**

Should the Employer merge, amalgamate or combine any of its operations or functions with another organization, the Employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment enjoyed by the employees shall not be adversely affected.

**ARTICLE 11 - PROMOTIONS AND STAFF CHANGES**

**11.01 Posting of Positions/Vacancies**

11.01.01 When a permanent vacancy occurs, or a new position is created, the Employer shall post notice of the position in the Employer's head office and regional offices, for at least ten (10) working days, so that all employees will know about the full time vacancy or new position.

11.01.02 The Union agrees that the Employer may exercise its sole and absolute discretion concerning any temporary vacancies, subject to the provisions of Article 2, 14, and 16 of this Agreement.

11.01.03 The Employer may exercise its sole and absolute discretion concerning any vacancies created as a result of a temporary vacancy assignment.

11.01.04 Except where the Employer has decided to leave a position vacant and has not assigned any person to perform the duties normally associated with that position, all new positions and all permanent vacancies shall be posted within two (2) months of the position becoming vacant or the new position being created.

11.01.05 All postings shall contain the following information:

- (i) the nature of the position
- (ii) the qualifications, required knowledge, education and skills
- (iii) the *salary* range
- (iv) the location and Division of the position
- (v) the job description

11.01.06 Notwithstanding the above, when the Employer demotes any permanent employee covered by this Collective Agreement it shall not be required to post the vacancy to which the demotion is made. The Union will be advised in advance of any vacancy to be so filled.

11.01.07 The Employer has the right to demote a permanent employee from outside the Bargaining Unit into a new position **and** shall not be required to post the new position. The Union will be advised in advance of any new position to be so filled.

11.01.08 When permanent employees are assigned to acting positions outside the Bargaining Unit for purposes other than replacing an employee **who** is on leave of absence, the resulting home position vacancy must be posted **as** a permanent vacancy after **six (6)** months, unless otherwise mutually agreed.

## **11.02 Method of Filling Positions/Vacancies**

11.02.01 Those bargaining unit employees with more than two (2) years of service in the Bargaining Unit shall receive first consideration, before anyone else inside or outside the bargaining unit is considered for all posted positions/vacancies, except that current employees, covered under another Appendix, who are applying for promotions to positions covered by Appendix A, will be considered at the same time as OPSEU members applying for Appendix A positions.

11.02.02 Where **all** other factors are relatively equal, appointment shall be made of the applicant with the greatest seniority.

11.02.03 The Employer need not consider **any** employee applying for a permanent position until they have completed twenty-four (24) consecutive months of service in their current position.

11.02.04 All positions are to be filled within four **(4)** months of the posting except where the Employer has notified the Union that it is considering the elimination of a position, or where no suitable candidate has been found, or where circumstances beyond the Employer's control make it impossible to fill within four **(4)** months, in which case it shall be filled as soon as reasonably possible.

For the purposes of this Article " filled " is satisfied by a confirmed offer of acceptance of the position.

## **11.03 Promotions**

If in filling a vacancy a promotion results, an employee shall receive that rate of pay in the salary range of the new classification which is the next higher to his/her present rate of pay, and which provides for at least one full increment.

## **11.04 Trial Period**

11.04.01 In the event the successful applicant is unable to perform the requirements of the position in a satisfactory manner, within a period not exceeding three (3) months from date of the appointment; he or she shall be returned to his or her former position without loss of seniority, and his or her salary will be adjusted to the appropriate step in his or her former position.



11.04.02 **Any** other employee, promoted or transferred as a result of another employee returning to his/her former position during the trial period, shall **also** be returned to his or her former position without loss of seniority, and his or her *salary* will be adjusted to the appropriate increment in his or her former position.

11.04.03 In the event of satisfactory performance, the employee may return to the former position, upon the mutual consent of the employee and the Employer.

## 11.05 **Temporary Employees**

11.05.01 A record will be kept of the number of hours worked by temporary employees.

11.05.02 Temporary employees at head office may compete for permanent positions on the same basis as OPSEU members provided they are in the active employ of the Employer and have worked 910 regular hours, exclusive of overtime.

Temporary employees at head office who have a break in service of more than 3 weeks will have their accumulated hours returned to zero.

11.05.03 Temporary employees at the regional offices may compete for permanent positions on the same basis **as** OPSEU members provided they have worked 910 regular hours, exclusive of overtime.

Temporary employees at regional offices who have a break in service of 4 calendar months will have their accumulated hours returned to zero.

The effective date for determining the accumulation of hours of temporary employees at regional offices will be January 1, 1990.

## **ARTICLE 12 - LAYOFF AND RECALL PROCEDURE**

### 12.01 **Alternatives**

- (i) Both Parties recognize that job security should increase in proportion to length of **service**. If there is to be a reduction of the number of personnel within the Bargaining Unit, the Employer will give the Union **as** much advance notice **as** possible, and discussion will begin to determine what should be done with those employees whose positions become redundant. This discussion **will** also include reviewing alternatives to the layoff. The Employer must release all Temporary Employees and MDT's, and SDT's must return to their former positions, before any Notices of Layoff are issued. Employees working in the same job category, i.e., Professional/Technical, Support or Services Staff shall be laid off in the reverse order of their seniority in that category. No one shall be laid off provided he or she has the qualifications and ability to perform the job of a less senior person working in the same job category.

- (ii) Employees shall be recalled to work in **the** order of their seniority. **No new** employees in the Same job category **will be hired** until those laid off in that job category have been given the opportunity of employment.

**12.02 Attrition**

12.02.1 It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever practicable, attrition will be utilized as an alternative to layoffs.

**12.03 Voluntary Exit Option**

12.03.01 As an alternative to layoffs and pursuant to discussions with the Union, the Parties may elect to activate the Voluntary Exit Option (VEO) as follows:

- i) **An** employee who is more than twelve (12) months from their normal retirement **age** is eligible for the **VEO**, and must apply to the Administrator of Staff Relations in writing by the date established by the Employer.
- ii) **An** employee deciding to accept the VEO will be deemed to have terminated his/her employment with the Employer effective sixty (60) days from the date established in Item (i). For purposes of eligibility for employment insurance, the Employer will provide a letter confirming the loss of employment is due to workforce reduction.
- iii) The VEO shall provide, in addition to entitlements under Article 35, two (2) weeks of pay per year of service.
- iv) The Employer will cooperate **with** an employee taking the VEO with respect to timing and direction of payments to maximize the benefit of the VEO to the employee under the current income tax laws and regulations.

**12.04 Notice of Layoff**

The Employer shall **notify** permanent employees who are to be laid off four (4) months before the layoff is to be effective.

**12.05 Displacement Rights**

The parties agree to the orderly application of displacement rights for the employees who receive layoff notices under Article 12, and all others who are bumped out of their positions as a result, **as** follows:

**An** employee who is provided with a layoff notice or who is bumped out of their position will receive a letter from the Employer advising the employee that the option to exercise displacement rights, if applicable, can be initiated by them in the following manner:

- (i) The displacor shall identify the position he/she wishes to bump into from the list provided by the Employer. The displacor is only eligible to bump into a position in the same job category and in the same or lower salary range currently held by **an** incumbent with lower seniority. The list provided by the Employer shall identify by job category, the employee name, position, salary range, and seniority currently held by the respective incumbents. The displacor should indicate their first, second, and third choices in *case* another displacor with greater seniority makes the same choice.
- (ii) It **is** understood that the displacor shall have the qualifications and ability to perform the work of the position held by the less senior employee working in the same job category and in the same or lower salary range, for which the displacor is exercising displacement rights.

**An** employee who chooses to exercise their displacement rights must send a letter either by registered mail, overnight courier, or facsimile to be received by the Administrator of Staff Relations within ten (10) calendar days of receipt of their letter from the Employer. An employee who fails to indicate a choice within this period shall be deemed to **have** chosen to be laid **off**.

The Employer's obligation to provide a letter to an employee under this Article shall be met by the sending of this letter to the employee's current address on file with the Employer and the subsequent delivery of a copy of the correspondence to the Union.

## **12.06 Voluntary Layoff**

12.06.1 In the event of a layoff, another employee may offer to be laid off provided the displaced employee who received the notice of layoff has the qualifications and ability to perform the work of the position held by the employee who accepts the layoff. *All* rights and entitlements to severance shall apply and the Employer will provide details of rights and entitlements at least thirty (30) days in advance of the exit date of the laid off employee. The exit date shall be calculated in accordance with the date of the original notice of layoff.

12.06.2 The employee shall advise the Administrator of Staff Relations, in writing, of his/her desire to make **an** offer of voluntary layoff.

## **12.07 Recall Period**

12.07.1 Employees who are laid off shall be placed on a recall list and shall retain, but not accrue, seniority for twenty-four (24) months.

**12.08 Tuition Fees**

12.08.01 **An** employee who is laid off may be reimbursed for tuition fees up to a maximum of one thousand, five hundred dollars (\$1,500) on the production of receipts for an approved educational course. Such approved educational course(s) shall be completed within twelve (12) months of the date of layoff

**12.09 Transition Support**

12.09.01 **An** employee who is laid off will be provided with transition support which may include skills assessment, counselling, and job search skills to a maximum of one thousand dollars (\$1,000). Such transition support must be accessed within three (3) months of the date of layoff.

**12.10 Continuation of Benefits**

12.10.01 (a) All benefits coverage will cease at the date of layoff, or to the date required by any statutory notice periods, whichever is the later.

(b) **An** employee who is laid off may continue to pay the full premium cost of Life, **Health**, and Dental coverage for up to a further six (6) months from the date of layoff.

**12.11 Termination Pay**

12.11.01 **An** employee **who** is laid off **will** receive termination/separation pay at the rate of one (1) week's regular salary for each year of service. The employee is also entitled to any severance pay under Article 35.

**12.12 No Layoff Guarantee**

12.12.01 For 1998, the Employer agrees to a no layoff guarantee.

**ARTICLE 13 - LEAVES-OF-ABSENCE**

**13.01 Leaves-of-Absence With Pay**

**13.01.01 Bereavement Leave**

**An** employee shall be granted a minimum of three days leave with **pay**, exclusive of necessary and reasonable travel time, in **all** cases of genuine bereavement. When burial occurs outside the province, such leave may include as well reasonable travelling time. The application of this provision respecting spouse and common-law spouse shall not govern the interpretation of these terms with respect to pension.

### **13.01.02 Compassionate Leave**

The Employer shall grant leave-of-absence with pay to a maximum of four **(4)** days per annum to an employee in the event of an illness in the immediate family which necessitates the presence of the employee. "Immediate family" shall mean: parents, spouse, child, brother, sister, mother-in-law, father-in-law, and grandparents and any person who is living in the person's household as part of the family.

The Employer may grant compassionate leave in the event of an emergency in the immediate family as defined above.

Accumulated credits may be used to extend this period for an additional seven (7) days.

### **13.01.03 Jury or Court Witness Duty**

The Employer shall grant leave-of-absence to an employee who is called as juror or witness in any court. The Employer shall pay such an employee the difference between his or her normal earnings and the payment he or she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

### **13.01.04 For Union Business**

- (a) Reasonable leave-of-absence shall be granted to representatives of the Union to leave their employment temporarily in order to attend to Union business which shall include but is not limited to bargaining, employee/employer relations, benefits administration, and Union representation under the grievance procedure, and they shall suffer no loss of pay for the time so spent where they would have otherwise been at work. The OPSSU President or designee shall request permission in writing from the Administrator of Staff Relations, with a copy to the appropriate Administrator and Supervisor. Both the request and the copy must be received at least ten (10) working days prior to commencement of the leave. Permission for such leave shall not be unreasonably withheld and no leave shall be taken until such permission is granted.

Leave-of-absence may be granted with less than ten (10) working days notice if mutually agreed.

- (b) The Employer shall not be obliged to pay for leaves-of-absence under (a) above in excess of one thousand (1,000) hours in any one calendar year. The Employer may grant leave in excess of this amount on receipt of request as in (a) above.

Once the one thousand (1,000) hours has been exhausted, the Union agrees that the Employer may deduct from the monies to be forwarded under Article

4.03, for the wages of all employees subsequently granted leave under (a) above. Wages owed will be calculated as the number of hours of leave granted times the employee's regular rate.

- (c) Time spent in joint meetings shall be deducted from the time off entitlement in (b) except for time spent in committees identified in Article 6.
- (d) In years when collective bargaining takes place, the Employer shall grant leave without loss of pay to bargaining team members to attend Union caucus meetings associated with collective bargaining, to a maximum of two hundred (200) hours, and such time shall not be deducted from the Union bank.
- (e) The Employer may grant either paid or unpaid leave at its discretion in addition to the above.
- (f) In order to meet operational requirements, the Employer may backfill, in full or in part, positions where OPSSU members are away from their duties on Union business.

#### **13.01.05 Special Projects**

All employees shall be afforded the opportunity of applying for work on a project of a special nature with OPSEU.

#### **13.02 Leaves-of-Absence Without Pay**

##### **13.02.01 Education Leave**

**An** employee wishing to upgrade his or her education with respect to positions within OPSEU or relating to labour relations, will be granted, upon written request to the Supervisor, and approval from the President of OPSEU, time off without pay for a period of up to one (1) year.

##### **13.02.02 General Leave / Long**

The Employer may grant leave-of-absence without pay to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unreasonably.

General leave without pay - long term is a leave-of-absence, under this Article, which exceeds twenty (20) working days.

##### **13.02.03 General Leave / Short**

The Employer may grant leave-of-absence without pay to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unreasonably.

"No" means the employee may not claim pay under the short term sickness protection plan or long term disability for days of illness during the leave.

7. Benefits (BEN)

"Yes" means the Employer will continue the premium payments for life insurance, (Article 22.01), health and medical coverage (Article 22.02) and dental coverage (Article 22.03) as though the employee were not on leave.

"No" means the Employer will discontinue premium payments for life insurance, health, **and** medical and dental coverage.

"Pays" means the employee may elect to continue life insurance, health and medical and dental coverage upon the employee's paying the premiums.

8. Pension

"Yes" means the Employer and the employee both continue to contribute to the pension plan as though the employee was not on leave.

"No" means neither the Employer nor the employee contribute to the pension plan during the period of the leave.

"Pays" means the employee may elect to pay both the employee's and the Employer's contribution to the Pension Plan. The employee will be permitted to make such payment ~~or~~ such period of absence **only** if benefits are not being provided to the employee under another registered pension plan in respect of that period. Further, regulatory constraints with respect to employment prior to the leave (at least 36 months of employment) and maximum periods of leave (total of 5 full-time years plus additional 3 full-time years for parenting leaves) must be respected.

**13.03.02 Specific Entitlements**

During Leaves-of-Absence described above specific entitlements shall be as per the following chart:

<b>TYPE</b>	<b>PAY</b>	<b>JOB</b>	<b>SEN</b>	<b>VAC</b>	<b>HOL</b>	<b>SICK</b>	<b>BEN</b>	<b>PEN</b>
BEREAVEMENT 13.01.01 COMPASSIONATE 13.01.02 JURY/COURT 13.01.03 OPSSU BUSINESS 13.01.04 SPECIAL 13.01.05	WITH	SAME	YES	YES	YES	YES	YES	YES
EDUCATION 13.02.01 GENERAL/LONG 13.02.02	NO	YES	NO	NO	NO	NO	PAYS	PAYS
GENERAL/SHORT 13.02.03 PUBLIC UNION 13.02.05	NO	SAME	YES	YES	NO	NO	YES	PAYS
PUBLIC RUN 13.02.04	NO	SAME	YES	YES	NO	NO	YES	YES
PUBLIC SERVE 13.02.06	NO	YES	NO	NO	NO	NO	NO	NO
UNION/AFFIL. 13.02.07	NO	YES	NO	NO	NO	NO	NO	PAYS

In the event of a serious injury, or illness during which an employee cannot work, an employee on general/short, general/long, public run or public Union leave may terminate the leave and be entitled to all rights and benefits under this Agreement.



**13.04 Other Leaves**

**13.04.01 Pregnancy Leave**

- (a) A leave-of-absence without pay will be granted to a pregnant employee who has at least thirteen (13) weeks continuous service. **An** employee requesting such leave must give the Employer at least two (2) **weeks** written notice of the date the leave is to begin and provide a medical certificate which sets out the due date.
- (b) The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act.
- (c) An employee entitled to leave under this Article who provides the Employer with proof that she has applied for and is eligible to receive Unemployment Insurance Benefits pursuant to the Unemployment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- (d) In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of the following:
  - (i) For the first two (2) weeks, payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave; and
  - (ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UIC benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of pregnancy leave.
- (e) An employee on pregnancy leave **is** entitled to a leave-of-absence without pay of *six* (6) months duration in addition to the seventeen (17) weeks leave under (d) above. The first eighteen (18) weeks taken under this paragraph will be deemed to be parental leave as provided in the Employment Standards Act.
- (f) For an employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums and pension contributions on the same basis as if the employee had been working during the leave.

- (g) An employee granted leave under this Article shall continue to accumulate seniority but shall only earn vacation credits for the seventeen (17) week period of pregnancy leave.
- (h) **An** employee returning from leave granted under this Article shall be assigned to her former position and be paid at the step in the salary range that she would have attained had she worked during the leave. If the former position has been eliminated the employee will be reassigned to a position and rate of pay in the same manner she would have been reassigned if she had been working during the leave.
- (i) **An** employee may discharge existing credits for lieu time, overtime, vacation and banked sick leave credits against the unpaid portion of the leave granted under this Article.

#### 13.04.02 Parental Leave

- (a) The Employer shall grant parental leave-of-absence without pay to an employee who has at least thirteen (13) weeks continuous service. **An** employee requesting such leave must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- (b) The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act.
- (c) Parental leave will be up to twenty-six (26) weeks, (forty-three (43) weeks in the case of adoption), the first eighteen (18) weeks of which will be deemed to be parental leave as provided in the Employment Standards Act.
- (d) Parental Leave may begin:
  - (i) No earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
  - (ii) No later than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.
  - (iii) The parental leave of an employee who takes pregnancy leave must begin 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.
- (e) **An** employee, entitled to leave under this Article, who provides the Employer with proof that he/she has applied for and is eligible to receive Unemployment Insurance Benefits pursuant to the Unemployment Insurance Act (Canada), shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

- (f) In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefits Plan will consist of the following:
  - (i) For the first two (2) weeks, payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the parental leave; and
  - (ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UIC benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day-worked-prior to the commencement of parental leave.
  - (iii) The maximum period an employee is entitled to supplementary unemployment benefits plan payments, through any combination of pregnancy and parental leave arising from the birth of a child, is seventeen (17) weeks.
- (g) For **an** employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums and pension contributions on the same basis **as** if the employee had been working during the leave.
- (h) An employee granted leave under this Article shall continue to accumulate seniority but shall only earn vacation credits for the first eighteen (18) week period of parental leave.
- (i) **An** employee returning from leave granted under this Article shall be assigned to his/her former position and be paid **at** the step in the salary range that he/she would have attained had he/she worked during the leave. If the former position had been eliminated the employee will be reassigned to a position and rate of pay in the same manner he/she would have been reassigned if he/she had been working during the leave.
- (j) An employee may discharge existing credits for lieu time, overtime, vacation and banked sick leave credits against the unpaid portion of the leave granted under this Article.
- (k) Payments in respect of guaranteed **annual** remunerations or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan [57(13) (i) of the UI Regulations, as amended].

### 13.04.03 Prepaid Leave Plan

(a) Purpose

The Pre-Paid Leave Plan (PLP) affords all employees the opportunity to take a one (1) year leave-of-absence and to finance the leave through deferral of salary in an appropriate amount from the previous years as outlined in the deferral period chosen.

(b) Eligibility

Any employee having three (3) years' seniority with the Employer is eligible to participate in PLP.

(c) Application

Eligible employees must give six (6) months written notice of their desire to participate in the PLP. Such notice must set out the deferral programme requested and the **time** frame for the year of leave. When two or more employees from the same unit request the same deferral programme and time frame, such conflicts will be resolved by the ~~most~~ senior employee getting first preference.

(d) Deferral Plans

The following shall constitute the PLP's available:

- (i) two (2) years deferral of one-third of annual salary in each year followed by one year of leave;
- (ii) three (3) years deferral of one-quarter of annual salary in each year followed by one year of leave;
- (iii) four (4) years of one-fifth of annual salary in each year followed by one year of leave;
- (iv) five (5) years deferral of one-sixth of **annual** salary in **each** year, followed by one year of leave.

(e) Written Agreement

The employee and the Employer shall enter into a written agreement setting out the terms of the PLP agreed to in compliance with the conditions herein.

(f) Terms and Conditions

The payment of salary and benefits during the deferral period and the one year of leave shall be as follows:

- (i) In each year of the PLP, preceding the year of the leave, the employee will be paid a reduced percentage, in accordance with the PLP chosen by the employee from the deferral plans listed above, of the annual salary as set out in Appendices **A**, B and C.

The remaining percentage of the annual salary **will** be deferred and this accumulated amount shall be retained for the participant by the Employer to finance the employee's year of leave. Interest earned on the principle retained by the Employer shall be according to the rates set out in (ii) below and shall be paid out annually to the employee in compliance with Federal Income Tax regulations.

(ii) Interest Rate

The calculation of interest under terms of each PLP shall be monthly (not in advance). The interest paid shall be the interest rates in effect on the last day of each month for a true savings account. The minimum rates will be those set out in writing by the bank branch with which the Employer deals.

Interest, calculated as above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. At the option of the employee, the money for the PLP may be invested in term deposits.

A yearly statement of the amount standing to the participant's credit will be sent to the participant by the Employer.

(iii) Benefits Structuring

During the years of the PLP prior to the year of the leave, any benefits related to salary level shall be structured according to the salary the participant would have received during the deferral period had the employee not been in the PLP.

(iv) Premium Cost

A participant's coverage for all Health, Medical and L.T.D.I. Plans, as more specifically set out in Articles 22, 23, 24 that are in effect immediately prior to the leave, will, if eligibility conditions permit, be maintained during the leave-of-absence at the employee's option.

However, all the premium costs of such plans shall be paid by the participant during the leave.

During the year of the programme that the employee is on leave, any benefits related to salary level shall be structured according to the salary the participant would have received immediately prior to the leave had the employee not been in the PLP.

(v) Seniority

During the year of leave, seniority shall accumulate for the entire period of the leave.

(vi) Pension Contributions

During the year of leave an employee has two options:

- (a) to ~~make~~ both employer and employee contributions and thereby earn pensionable service during the year of leave, or
- (b) elect to interrupt pension contributions and lose pensionable service for the year on leave.

Should the employee opt to pay both employer and employee contributions, the amount required shall be in accordance with Article 21 of this Agreement.

(vii) Vacation Holidays and Sick Leave

During the year of leave the employee shall not continue to accumulate paid vacations or holidays, as provided for in this Agreement. However, during the year preceding and the year following the leave, the employee will receive full vacation, holiday and sick leave benefits in accordance with this Agreement as if employment had been continuous and not interrupted by the year of leave.

(viii) Payout

At the commencement of the year of leave, the Employer shall pay to the participant the monies standing to the employee's credit less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed, it being understood that interest is not earned in the year of leave.

(g) Assignment on Return

- (i) On return from leave, a participant will be assigned to the same position in the same location, or if layoff, displacement or placement provisions have application, the employee will be governed by the appropriate terms of this Agreement.

(h) Withdrawal Rights

- (i) A participant may withdraw from the PLP any time up to six (6) months **prior** to commencement of the leave. Anyone withdrawing from the PLP shall be paid a lump sum adjustment equal to monies deferred plus interest monies accrued to the date of withdrawal from the PLP. Payment shall be made as soon as possible but must be made within 30 days of withdrawal from the PLP.

(ii) On Leaving Employment

Any participant who resigns or is terminated prior to commencement of the leave, shall cease to be a participant in the PLP, and shall receive payment as in sub-paragraph (i) above.

## **ARTICLE 14 - STAFF DEVELOPMENT TRAINEES**

### **14.01 Definition**

A Staff Development Trainee is a permanent staff member of OPSEU who is doing a training assignment at OPSEU under the direction and guidance of a bargaining unit member or Supervisor. Such assignments will be either a specific project or work of a non-recurring nature and are not intended to fill regular complement positions. The emphasis in such assignments will be to develop staff in order to assist them to develop the qualifications, skills and abilities that they need in order to be considered for vacant positions that may arise in future and for which they may wish to compete.

14.02 In an attempt to assist employees to enhance their skills and abilities, the Employer agrees to provide a minimum of two (2) SDT opportunities per year. Such opportunities are not to exceed twelve (12) months duration without the mutual agreement of the Parties and are to be offered first to permanent employees.

SDT's shall be paid at eighty-five (85%) percent of the starting salary of the classification in which they are filling a training assignment.

Should the SDT's salary be higher than the range for the training assignment, he/she will continue to be paid at his/her current rate.

The employees will continue to receive any salary schedule progression and negotiated increases that they would have received had they not been SDT's.

14.03 SDT opportunities shall be identified in the various program areas of OPSEU when and where operationally feasible and shall be made known to the OPSSU membership. The assignments shall include a combination of both practical experience and theoretical knowledge in such skills areas as:

- grievance handling and introduction to arbitration
- introduction to negotiating collective agreements
- improving communication skills (e.g. developing interpersonal skills, making presentations, handling conflict, etc.)
- understanding Human Rights

The above learning opportunities shall be designed to enhance the practical assignments that the SDT may be undertaking as part of the program.

14.04 Selection for a Staff Development Trainee shall be based on seniority given similar qualifications. Where a candidate has already been through a staff development trainee program and a less senior candidate applies, the less senior candidate shall be awarded the trainee position.

#### 14.05 **Educational Development**

**An** employee having received prior approval (which approval will not be withheld unreasonably) of the employer for participation in a part-time or correspondence course shall receive upon successful completion of a job-related course, or Union-related course, full reimbursement of tuition fees and payment for textbooks used in such courses as substantiated by a receipt with the day off with pay to write examinations, provided that the examination is held on a regular working day. The employee must give their Supervisor at least ten (10) working days notice for the day off to write the examination.

### **ARTICLE 15 - HOURS OF WORK AND PAY**

#### **15.01 Pay Days**

15.01.01 The Employer shall pay the salaries and wages, as set out in Appendices " A, B, and C", every other Thursday, upon receipt by the Employer of a time sheet, completed by the employee, for the pay period in question. It is understood that it is the employee's responsibility to prepare and submit a properly completed time sheet on a weekly basis, and where an employee has not completed and submitted a time sheet to their Supervisor for approval for six (6) consecutive weeks, no further salaries or wages will be paid to the employee until the time sheets are submitted and received by the employee's Supervisor. Should a paid holiday, outlined in Article 20.01, occur



on a Thursday, employees shall be paid on the first regular working day prior to that paid holiday.

15.01.02 **An** employee, who is going on vacation or on an approved leave-of-absence, shall be paid in advance; provided that fifteen (15) days notice, prior to the starting date of the vacation or approved leave-of-absence, is given by the employee.

15.01.03 Employees who wish to receive their regular pay cheque by direct deposit may arrange with the Accounting Services Section to do so.

## 15.02 **Variable Hours of Work**

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

**MODEL AGREEMENT**  
with Respect to  
Compressed Work Week Arrangements

BETWEEN:

THE ONTARIO PUBLIC **SERVICE** STAFF UNION  
(hereinafter referred to as the Union)

AND

THE **ONTARIO** PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter referred to as the Employer)

Unless otherwise specified all Articles of the Master Collective Agreement shall apply to employees covered by this agreement.

### Article 1 - Work Unit and Employees Covered

(Detailed and specific description of work unit and employees covered.)

### Article 2 - Hours of Work

2.1 The regular hours of work for all employees covered by this agreement will be \_\_\_\_\_ (Include description of work week.) The work schedule is reflected in Appendix 1 attached hereto.

2.2 Changes of shifts may be arranged by mutual agreement between the employees affected and their supervisor.

- 2.3 There shall be at least two (2) consecutive **days** off per week which shall be referred to **as** scheduled days off, except that **days** off may be non-consecutive **if** agreed between the Employer and the employee.
- 2.4 A **shift** which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the **shift** commences.
- 2.5 Each shift will contain two (2) thirty (30) minute paid meal periods, and two (2) fifteen (15) minute paid rest periods.
- 2.6 The paid meal and rest periods will be distributed equitably between the start and end of the shift.

### Article 3 - Overtime

- 3.1 Overtime shall be paid as follows:

[Insert overtime provisions from the appropriate Appendix.]

- 3.2 There shall be no pyramiding of overtime rates.

### Article 4 - Short Term Income Protection Plan

- 4.1 Employees shall be entitled to full pay for the first \_\_\_\_ hours of absence due to sickness and seventy-five percent (75%) for the next \_\_\_\_ hours of absence due to sickness.
- 4.2 When an employee has a medical or dental appointment for themselves or for their child, they shall be granted up to three (3) hours to attend the appointment and there shall be no deductions from the employee's credits upon verification. It is agreed that Article 23.02.04 of the Master Agreement does not apply.

### Article 5 - Vacation With Pay

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

(Prorating determined by length of work day.)

e.g. For an employee whose normal work **shift** would be eight (8) hours, who is off on a twelve (12) hour day; deduct  $12/8 \times 1$  credit = 1.5 credits

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

## Article 6 - Training Assignments

- 6.1 When an employee covered by this compressed work week agreement attends a training program, the Employer may change the employee's scheduled hours of work to the greater of
- (i) the regular daily scheduled hours of work under Appendix \_\_, or
  - (ii) the total of the actual number of hours spent receiving the training, plus regular duty assignments, plus **any** travel time between the training assignment and the duty assignments for each day the employee participates in the training program, to a maximum of (To be filled in with the hours under the CWW.) hours.
- 6.2 Where the change in 6.1 results in fewer or more hours than the employee ~~was~~ previously scheduled to work on the day(s) in question, the extra or deficit hours shall be reduced to zero within 60 working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:
- (i) the employee shall be required to work a corresponding number of hours to make up for any extra hours; or
  - (ii) the employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.
- 6.3 Where there is mutual agreement, an employee may receive pay at **his** basic rate for the extra hours in lieu of being scheduled off duty in accordance with 6.2 (ii)
- 6.4 Where an employee's extra hours **have** not been reduced to zero within 60 working days in accordance with 6.2, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.

## Art 7 - Compassionate and Bereavement Leave

Such leaves are not to be prorated.

## Article 8 - Term

- 8.1 This Agreement shall be for \_\_\_\_ months, and shall continue in force and effect until either party notifies the other of its desire to renegotiate.

8.2 Either Party may, on written notice of \_\_\_ days to the other Party, terminate this Agreement.

DATED AT \_\_\_ ONTARIO THIS \_\_\_ DAY OF \_\_\_\_\_ 19\_\_

FOR OPSSU

FOR OPSEU

\_\_\_\_\_

\_\_\_\_\_

**15.03 Bilingual Bonus**

The Employer shall designate employees who are required in the course of their work to communicate in a second language. Such employees shall be entitled to receive a bilingual bonus of two thousand dollars (\$2,000) per year, payable in bi-weekly instalments over the period during which such designation is in effect. Designated permanent part-time employees will have the bi-weekly payment prorated to the percentage that the regular weekly hours bear to full-time weekly hours.

**15.04. Cost of Living Adjustments (C.O.L.A.)**

This article shall remain dormant for the term of this collective agreement.

The Parties agree to a C.O.L.A. provision for 1993 and 1994 as set out below:

- (a) Effective January 1, 1993, the following provisions shall apply:
- (i) The Consumer Price Index (CPI) used for the C.O.L.A. calculation will be provided by Statistics Canada (1986 BASE = 100).
  - (ii) No change, retroactive or otherwise, will be made due to any revision in any published Statistics-Canada Consumer Price Index figures.
  - (iii) The average CPI (Ontario) for October to December 1992 **plus** three percent (3%) will be the Base Index for all calculations of the C.O.L.A. float.
  - (iv) The C.O.L.A. float ~~will~~ be calculated on a quarterly basis for 1993 for quarters ending March 31, 1993, June 30, 1993, September 30, 1993 and December 31, 1993, with the understanding that the C.O.L.A. float calculated will not be reduced from the previous quarter.

- (v) The C.O.L.A. will be a lump sum payment based on regular time hours worked during the quarterly period. The Employer will endeavour to make quarterly lump sum payments within the month following the publication of the CPI.
  - (vi) The float will be an amount equivalent to the percentage increase in the quarterly (three-month average) CPI above the Base Index.
  - (vii) Where the float is less than zero point one percent (0.1%), no quarterly payments shall be made, and the payment shall be added to the next quarterly payment, if any, or in any event by the end of 1993.
  - (viii) Effective December 31, 1993, the allowance will be folded into the base rates of each classification.
- (b) Effective January 1, 1994, the following provisions shall apply:
- (i) The Consumer Price Index (CPI) used for the C.O.L.A. calculation will be provided by Statistics Canada (1986 **BASE** = 100).
  - (ii) No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.
  - (iii) The average CPI (Ontario) for October to December 1993 plus five percent (5%) will be the Base Index for all calculations of the C.O.L.A. float.
  - (iv) The C.O.L.A. float will be calculated on a quarterly basis for 1994 for quarters ending March 31, 1994, June 30, 1994, September 30, 1994 and December 31, 1994, with the understanding that the C.O.L.A. float calculated will not be reduced from the previous quarter.
  - (v) The C.O.L.A. will be a lump *sum* payment based on regular time hours worked during the quarterly **period**. The Employer will endeavour to make quarterly lump **sum** payments within the month following the publication of the CPI.
  - (vi) The float will be an amount equivalent to the percentage increase in the quarterly (three-month average) CPI above the Base Index.
  - (vii) Where the float is less than zero point one percent (0.1%), no quarterly payments shall be made, and the payment shall be added to the next quarterly payment, if any, or in any event by the end of 1994.
  - (viii) Effective December 31, 1994, the allowance will be folded into the base rates of each classification.

## **ARTICLE 16 - TEMPORARY UPGRADING**

- 16.01 When an employee **as** directed by their Supervisor performs the majority of functions of a higher paying position for a period of five (5) consecutive working days or more, the employee shall receive **an** increase in pay which will bring the employee's salary to at least the starting rate of the higher position.
- 16.02 Where placement at the **starting** rate would not produce an increase of at least one (1) full increment in the higher position, the employee shall have the upgraded rate moved to the step in the salary scale of the higher paying position which does produce one (1) full increment. The employee shall receive the rate of pay above for the full relief period; and in addition receive any **salary** progressions and negotiated increases for the position to which they are appointed. When a paid holiday outlined in Article 20.01 falls within the five (5) day period, it shall be deemed to be one of the five days.
- 16.03 When a Support Staff employee is temporarily upgraded to a Professional/Technical Staff position in the **Bargaining** Unit, the employee **will** accrue vacation **and** sick leave credits at the home position rate of pay.
- 16.04.01 Permanent employees at head office who are covered by Support Staff Appendix B may be transferred or temporarily upgraded in the order of seniority to another position, covered by Support Staff Appendix B in their Section, for **which** they are qualified, when another employee in their Section is absent for any reason.

For the purposes of this Article, the Sections are:

- (1) Research
  - (2) Negotiations
  - (3) Public Affairs
  - (4) Facilities
  - (5) Accounting
  - (6) Membership
  - (7) Staff Relations
- 16.04.02 Permanent employees at head office who are covered by Support Staff Appendix B will be temporarily upgraded in order of seniority, on a rotational basis, to positions in Support Staff Appendix B of the Administrative Staff Union Collective Agreement, with the exception of the positions of Secretary to the President, Secretary to the First Vice-President/Treasurer and Secretary to the Administrator of Staff Relations, for which they are qualified.
- 16.04.03 Where the higher paying position is outside the Bargaining Unit, the employee shall be deemed to be covered by this Collective Agreement during the period of temporary upgrading, except for premium pay.

16.05 Employees assigned to record and transcribe the minutes of conventions, executive committee meetings and executive board meetings shall be remunerated at the maximum rate of pay of the Corporate Secretary.

## **ARTICLE 17 - PAYMENT OF EXPENSES**

### **17.01 Child Care**

Employees will be reimbursed for child care expenses at the same hourly rate as is currently paid to OPSEU members, for all hours absent from home, including travel time, when attending an educational seminar as a student, or when attending a conference as an observer, when these occur on a non-regular work day in town, or on any day when these events take place out of town.

### **17.02 Education Expenses**

When an employee attends an approved educational course, he/she will be reimbursed for all appropriate expense entitlements.

### **17.03 Meal Allowances**

The meal allowances paid to staff will be the same as those paid to members while on official and approved OPSEU business.

### **17.04 Travel and Accommodation Expenses**

Travel and accommodation expenses incurred while on official and approved OPSEU business will be reimbursed at cost and upon receipt of invoices and receipts.

### **17.05 Expense Advance**

Employees who travel as a regular part of their work may request a standing advance of five hundred dollars (\$500.00) which shall be repayable to the Employer.

### **17.06 Hospitality Expenses**

Where a Pro/Tech employee is, by virtue of his/her position, required to extend hospitality to guests, reasonable claims will be honoured on the production of supporting receipts.

**17.07 Transportation**

17.07.01 Employees in positions listed below are entitled to receive transportation assistance:

Benefits Counsellor  
Campaigns Officer  
District Grievance Officer  
District Job Security Officer  
District Job Security-Campaigns Officer  
Education Officer  
Equal Opportunities Officer  
Grievance Officer  
Health & Safety Officer  
Human Rights Officer  
Inclusion Officer  
Job Security Officer  
Legislative Liaison Officer  
Negotiator  
Organizer  
Public Relations Officer  
Research Officer  
Senior Benefits Counsellor  
Senior Campaigns Officer  
Senior Education Officer  
Senior Grievance Officer  
Senior Health & Safety Officer  
Senior Job Security Officer  
Senior Negotiator  
Senior Research Officer  
Staff Representative

17.07.02 Effective October 1st, 1996, **an** employee entitled to receive transportation assistance as identified in 17.07.01 above, is entitled to receive a transportation allowance of \$620 per month plus gas cards (**gas** and minor incidentals as per current practice).

17.07.03 Employees in the Bargaining Unit who are not entitled to transportation assistance, and who are authorized to **work** overtime beyond 9:00 p.m., shall be compensated for taxi fare to their home, or between 8:00 p.m. and 9:00 p.m., **shall** be compensated for taxi fare to the nearest operating subway station; in either case, upon production of a receipt, up to a maximum of twenty dollars (\$20.00).

**ARTICLE 18 - JOB CLASSIFICATION AND RECLASSIFICATION**

18.01 For the purposes of this Agreement the Job Evaluation Plan will be the Gender Neutral Comparator System (GNCS) developed by the Parties for establishing Pay Equity, as amended from time to time by agreement of the Parties. In the event that the Parties



cannot agree on amendments to the GNCS, then the Pay Equity Officer will mediate and, if necessary, order the GNCS to be used by the Parties for Joint Job Evaluation/Pay Equity. The GNCS will form a part of this Agreement.

- 18.02 Existing classifications shall not be eliminated without prior notice to the Union. If any disagreement arises out of the elimination of jobs such disagreement may be taken up through the grievance procedure and arbitration,
- 18.03 The Employer shall provide job descriptions of existing and new jobs in the Bargaining Unit to the Union. Every employee shall have the right to obtain a copy of his/her job description.
- 18.04 In the event of proposed technological changes, such as the introduction of data processing equipment, computers or other automated office machines; or, in the event of work re-organization directly resulting from the technological changes which adversely affects the employees in the Union's jurisdiction; the Employer agrees to negotiate the effect of such changes with the Union once such changes are made, in order to keep to a minimum any ill effects.
- 18.05 The Employer agrees to review any existing job, at the request of the incumbent, when the job content has changed to the degree that an increase in salary may be indicated. Individual employees desiring a review of their own job may submit a request to their Administrator.
- 18.06 In the event the Employer creates, alters or changes a position in the Bargaining Unit, the Employer will evaluate the resulting position in accordance with the Plan.
- 18.07 Any dispute arising out of this Article will be processed at Step 2 of the grievance procedure.
- 18.08 Should the Employer's decision in 18.06 with regard to the evaluation of the position under the Plan be altered by 18.07, the new result shall be retroactive to the date that the Employer created, altered or changed the position, provided a grievance was filed in a timely fashion, under the provisions of Article 8.

## **ARTICLE 19 - VACATIONS WITH PAY**

### **19.01 Length of Vacation**

0-6 years	1-1/3 days/month
over 6 years	1-3/4 days/month
over 9 years	1-5/6 days/month
over 10 years	1-1 1/12 days/month
over 11 years	2 days/month
over 12 years	2-1/12 days/month
over 13 years	2-1/6 days/month
over 20 years	2-1/2 days/month

The above formula for the calculation of vacation credits applies except as otherwise stated for Services Staff in this Agreement.

19.01.02 On completion of the probationary period, a new employee will be entitled to the accumulated credits earned.

## **19.02 Holidays During Vacation**

Except for employees working Shift A in the Services Staff Appendix, if a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional days vacation, with pay, for each holiday in addition to his/her regular vacation time. If an employee does not give prior notice to add a holiday to the start or finish of his/her vacation, such holiday will be automatically credited as a lieu day.

## **19.03 Vacation Carry-Over**

- (a) Except for employees working Shift A in the Services Staff Appendix, at the request of the employee, vacations may be postponed from one year to the next for the purpose of providing an employee with an extended vacation. Employees may not accumulate more than three (3) years of vacation credits. **Any** credits not used at the end of a three-year period shall be forfeited.
- (b) Employees are entitled to keep three (3) years of credits in their bank. Employees, who currently have in excess of three (3) years of earned vacation credits in their bank, **must** schedule, with their Supervisor, extended vacations in order to use up their excess accrued vacation entitlement during the life of this Agreement.
- (c) Effective December 31, 1997, entitlements under (a) and (b) above shall be amended from "three (3) years" to "current and one (1) additional year".
- (d) **An** employee may, at his/her option, carry over a maximum of three (3) years vacation entitlements in the five (5) year period prior to their normal retirement age.

## **19.04 Vacation Accumulation**

Except for employees working Shift A in the Services Staff Appendix, when vacations are interrupted or cancelled by the Employer so that vacations cannot be reasonably used, then the employee shall have the option of payment or an accrual of such credits. The employee will be reimbursed upon justification for any lost monies.

**19.05 Vacation Pay on Termination**

**An** employee terminating his/her employment, at **any time** in the vacation year, before he/she has taken his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

**19.06 Illness During Vacation**

Should an employee become disabled due to illness or accident while on vacation, such period of disability will **not** be considered vacation, but shall be considered to be sick leave and paid accordingly. Employees must produce a doctor's certificate to establish the period of disability while on vacation.

**ARTICLE 20 - HOLIDAYS**

20.01 Employees shall be paid for the following holidays:

New Year's Day	Good Friday
Easter Monday	Victoria Day
Canada Day	Civic Holiday
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	1/2 day New Year's <b>Eve</b>
1/2 day Christmas Eve	

and any other day proclaimed as a holiday by the federal, provincial or the municipal governments.

**20.02 Holidays Falling on a Weekend**

When any of the above noted holidays in Article 20.01 fall on **a** Saturday or Sunday, and are not proclaimed **as** being observed on some other day, the following Monday and/or Tuesday and/or the preceding Friday, shall be deemed to be holidays for the purpose of this Agreement, by mutual consent of the Parties.

**20.03 Christmas-New Year Shutdown**

**20.03.01 For Professional/Technical and Support Staff:**

- (a) Employees will continue to receive half-a-day paid time-off on the last working day prior to Christmas as per current practice.
- (b) Employees will receive paid time-off for working days falling between Christmas and New Year's Day.

- (c) Any employee who agrees to perform available **work** on any **working** day falling between Christmas and New Year's Day will receive, in addition to regular pay, the appropriate holiday overtime rate.
- (d) If Christmas, Boxing Day or New Year's Day fall on a Saturday or Sunday, the benefits provided in point (b) above will fulfil the Employer's obligation under Article 20.01, and no further payment or time off will be required of the Employer.

**20.03.02 For Services Staff:**

The Employer shall determine which days during the Christmas-New Year Shutdown, as defined in Article 20.03, must be worked. Employees shall work their regular hours on those days. Any regular working day falling in the Christmas-New Year Shutdown period shall be treated as a paid holiday for purposes of overtime or leave with pay.

**ARTICLE 21 - PENSION PLAN**

**21.01 Plan Continued**

The Parties agree to continue the Staff Pension Plan for the employees of the Ontario Public Service Employees **Union** (OPSEU) under joint trusteeship as set out in the Trust Agreement as amended and restated as at January 1, 1997.

The Employer shall make available all information required by the trustees to file such financial and actuarial reports as may be required by the Financial Services Commission of **Ontario** and Revenue Canada.

**21.02 Plan Document**

The Parties agree that the plan document setting out the specific terms and conditions of the Pension Plan shall be amended to conform with the revised provisions of this Collective Agreement. The draft plan document amendment shall be approved by the Parties prior to being formally adopted by the trustees.

**21.03 Contribution Levels**

Effective **January** 1, 1992 contribution levels shall be as follows:

- (a) Employees: five point three percent (5.3%) of earnings up to the YMPE (yearly maximum pensionable earnings under the Canada Pension Plan) and  
  
seven-point two percent (7.2%) of earnings in excess of the YMPE.

five (65) with a minimum of ten (10) years of pensionable service for benefits in respect of service after **January 1, 1992**. A reduction of benefits in respect of pensionable service after **January 1, 1992** will be required in accordance with Federal Income Tax legislation on special early retirement between the ages of fifty-five(55) and sixty (60) unless the member qualifies under the "rule of 80".

Effective **January 1, 1992**, the special early retirement provision encompassing the "rule of 80" shall come into effect (i.e., where a member's age and pensionable service total 80). The "rule of 80" shall apply in respect of benefits for all pensionable service.

The amount of lifetime pension payable under the "rule of 80" will be the benefit accrued to the member's date of actual retirement without reduction.

#### **21.10 Normal Early Retirement**

A member who is vested but does not qualify for special early retirement may retire at any time after the attainment of age fifty-five (**55**) with actuarial reduction.

#### **21.11 Normal Retirement Benefit**

Normal annual retirement benefits shall be one point three percent (1.3%) of the annual average of the member's earnings in the thirty-six (36) consecutive months of highest earnings up to the average YMPE, plus two percent (2%) of the annual average of the member's earnings in the thirty-six (36) consecutive months of highest earnings in excess of the average YMPE, multiplied by the years of pensionable service from **January 1, 1966** where the average YMPE is defined as the YMPE in the year of termination or retirement and the four (**4**) previous years.

In addition, a member shall receive an annual benefit of two percent (2%) of the annual average of the member's earnings in the thirty-six (**36**) consecutive months of highest earnings for each year of pensionable service prior to **January 1, 1966**.

#### **21.12 Special Early Retirement Bridging Benefit**

Members, who retire at their special early retirement date will receive an additional pension, payable ~~from~~ their special early retirement date to their normal retirement date, equal to the total public pension benefits under OAS and CPP payable to the member if the member were age sixty-five (65), prorated if the member has less than twenty (20) years of pensionable service by multiplying by the number of years of pensionable service divided by twenty (20). Where the member's retirement date precedes age 60, the bridging benefit payable is subject to a maximum of the total public pension benefits under OAS and CPP payable to the member if the member were age 65, reduced by 3% for each year retirement precedes age 60.

#### **21.13 Disability**

A disabled member, who is eligible for L.T.D.I., will continue to accrue pension credits until age sixty-five (65), based on the employee's earnings in the year of disability, adjusted to take into account negotiated increases as set out in Article 24.02.

- (b) Employer: eight point seven percent (8.7%) of each member's earnings up to the YMPE and ten point six percent (10.6%) of earnings in excess of the YMPE to the maximum allowable under pension legislation.

Effective January 1, 1997, the employer may discontinue contributions provided the total of such discontinued contributions does not exceed \$2,613,308.

#### **21.04 Triennial Valuation**

The Parties agree that there shall be an actuarial valuation completed at least every three (3) years to determine the financial position of the Plan and to recommend changes in the contribution rates, set out in 21.03 above, to ensure that the Plan is properly funded.

#### **21.05 Actuarial Deficit**

In the event of an actuarial deficit, the Parties agree that they will share in the funding of that deficit in the following proportions:

- (a) Employer: fifty percent (50%),  
(b) Employees: fifty percent (50%).

The contribution levels, set out in 21.03 above, will be adjusted as recommended by the actuary and confirmed by the trustees.

#### **21.06 Enrolment in the Plan**

Enrolment in the Plan is compulsory for all permanent employees on their date of hire.

#### **21.07 Pension Buy-Back**

Employees may opt to buy-back any pre-enrolment service under the terms and conditions established by the pension trustees and as permitted by applicable legislation.

#### **21.08 Mandatory Retirement Date**

The mandatory retirement date will be the first day of the month coincident with or next following the attainment of age sixty-five (65).

#### **21.09 Special Early Retirement**

The Plan shall provide for unreduced special early retirement, between ages of fifty-five (55) and sixty-five (65) with a minimum of ten (10) years of pensionable service, for benefits in respect of service up to January 1, 1992. In addition the plan shall permit unreduced special early retirement, between the ages of sixty (60) and sixty-

#### 21.14 **Death Benefit (Before Vesting)**

A member's spouse, beneficiary or estate shall receive a return of the member's contributions, with credited interest, as determined by the trustees, in accordance with applicable legislation.

#### 21.15 **Death Benefit (After Vesting)**

##### (a) Pre-Retirement Death

A member's spouse shall receive a lifetime pension equal to sixty-six and two-thirds percent ( $66 \frac{2}{3} \%$ ) of the member's normal retirement benefit accrued to the member's date of death.

Dependent children will also be provided a benefit equal in total to the spouse's pension above, should the spouse subsequently die and be survived by an eligible dependent child(ren).

##### (b) Post-Retirement Death

A member's spouse shall receive a pension equal to sixty-six and two-thirds percent ( $66 \frac{2}{3} \%$ ) of the lifetime benefit paid to the member. Should the member elect, a spousal pension of up to one hundred percent (100%) of the member's pension may be payable, provided the member's pension is reduced actuarially.

Dependent children will also be provided a benefit equal in total to the spouse's pension above, should the spouse subsequently die and be survived by an eligible dependent child(ren).

In addition, a member's spouse shall receive a bridging benefit equal to ~~s i~~ - ~~s i~~ six and two-thirds percent ( $66 \frac{2}{3} \%$ ) of the bridging benefit being paid to the member. The bridging benefit ~~will~~ cease at the death of the spouse or on the member's normal retirement date, if earlier.

#### 21.16 **Termination of Employment Before Vesting**

If a member terminates before vesting, the member will receive a return of the member's own contributions, with credited interest, ~~as~~ determined by the trustees, in accordance with applicable legislation.

#### 21.17 **Termination of Employment After Vesting**

If a member terminates after vesting, the member shall be entitled to a deferred vested pension equal to the benefit accrued to date of termination, payable commencing at

normal retirement date, or a portability benefit in accordance with applicable legislation.

#### **21.18 Pension Benefit Indexation**

All retirees or survivors receiving a pension will have their pension benefit and bridging benefit adjusted annually, by an amount equal to eighty percent (80%) of the increases in the C.P.I. minus one percent (1%), prorated for partial years. For purposes of this Clause, the C.P.I. shall mean the Canada-wide Consumer Price Index, all items, September to August.

In addition, the trustees may top up the benefit adjustments as described above on an ad hoc basis for the life of this Agreement, to provide a maximum of the increase in the CPI minus one percent (1%) to a cap of eight percent (8%) in a year, provided the Pension Fund has sufficient surplus, as determined by the actuary.

#### **21.19 Plan Wind-Up**

If, after provision has been made for the satisfaction of all liabilities under the Plan, there should remain a surplus in the Pension Trust Fund, such surplus shall be allocated by the trustees for the exclusive benefit of the members, as recommended by the actuary and subject to the approval of the regulatory authorities.

### **ARTICLE 22 - INSURANCE, HEALTH & DENTAL PLAN**

#### **22.01 Life Insurance**

The Employer shall provide each employee with Life Insurance coverage equal to three (3) times the employee's ~~annual~~ rate of pay, including an Accidental Death and Dismemberment provision of the corresponding amount, and will pay one hundred percent (100%) of the premium for such coverage.

Each employee has an option to obtain additional life insurance on his/her life, under the Employer's Group Plan, up to four (4) times his/her annual *salary*. Employees also have the option to take life insurance to cover dependants up to the maximum provided by the Employer's Group Plan, with the employee paying the total cost of any such additional insurance on his/her life, or on his/her dependant's life.

In the event of an employee exercising the option to take additional life insurance as provided herein, the Employer will provide payroll deduction privileges.

#### **22.02 Health and Medical Plans**

The Employer agrees to provide coverage as follows:

- (a) Hospital and Health Service Insurance under any Government Plan.



- (b) Extended Health Care, with no deductibles, as outlined in the plan document as at September 1, 1992, which shall be amended to include coverage for IUD's, and coverage for chronic conditions as contained in the standard contract wording, Chapter G, prescription drugs, Topic 15, Plan A Plus, May 1, 1991.

Effective January 1, 1997, the paramedical coverage maximum benefit per service per individual covered per calendar year shall be set at \$3,000.

- (c) Semi-private hospital ward coverage.

- (d) Vision Care

- (i) Eyeglasses, frames and/or contact lenses, per person, per eighteen (18) month period commencing October 1, 1996 to a combined total of \$300.00.

- (ii) One additional pair of eyeglasses, frames and lenses, per eighteen (18) month period commencing October 1, 1996, for video display terminal (VDT) operators, up to a maximum of \$300.00 per operator, who is required to operate a VDT two (2) hours or more a day on average; and who is required to undergo a special eye examination once per year, as per Article 26 of this Agreement.

- (e) Hearing Aids

Five hundred dollars (\$500) maximum, per person, every three (3) years.

- (f) All reasonable and customary charges for the services of chiropractors (if licensed and practising within the scope of their license), not subsidized by OHIP.

The Employer shall pay one hundred percent (100%) of the premiums of the aforementioned Plans.

## 22.03

### **Dental Plan**

The Employer shall pay the full premium for a basic dental plan, including the equivalent of Blue Cross Rider #1 (periodontic and root canal work); and on a 75%-25% co-insurance basis, the equivalent of Blue Cross Rider's #2 **and** #3 (dentures, bridges, and orthodontics); and Rider #4 (crowns **and** bridges). Claims shall be paid in full, by the Employer, according to the Ontario Dental Association rates at the time the claim is submitted. Coverage shall include developmental malformations and porcelain crowns; and there shall be no limitation on coverage for years in the Plan. The maximum amount of dental care per year, per family member, will be two

thousand and five hundred dollars (\$2,500.00). No time restriction with respect to denture repair.

22.03.01 The Employer agrees to pay full health plan coverage, including dental coverage (exclusive of orthodontistry), but including dentures upon retirement until age seventy-five (75). Coverage for retirees shall be subject to the following annual limitations: \$5,000 nursing care, \$5,000 drugs, and \$10,000 out of country.

22.03.02 The Employer shall provide the surviving spouse to age 75 and dependent children with medical, vision and dental coverage.

#### **22.04 Changes in Plans**

**Any** changes, deletions or additions to the welfare benefits shall be negotiated with the Union.

22.05 The benefits payable to an eligible employee, under the Plans set out in this Article, shall be subject to the provisions and limitations set out in the contract between the Employer **and** the insurance carrier.

#### **22.06 Worker's Compensation**

The Employer shall pay the premiums while the employee is on WCB for a period of up to two (2) years. All employees shall be covered under the terms and conditions of the Worker's Compensation Act.

#### **22.07 Same Sex Spousal Coverage**

For the purposes of this Article, coverage shall include spouses of the same **sex**.

#### **22.08 Benefit Coverage For Separated Spouses**

Benefits will be provided **for** separated spouses.

### **ARTICLE 23 - SICK LEAVE PLAN**

#### **23.01 Short Term Income Protection Plan**

23.01.01 Employees shall have the first **six** (6) working days of illness, in a calendar year, covered by a Short Term Income Protection Plan, at one hundred percent (100%) of daily earnings. The Employer shall be responsible for the coverage for this portion of the Plan. These days cannot be banked, and are intended **as** insurance against income loss due to the employee's illness only.

23.01.02 Employees shall have the next eighty-four (84) working days of illness, in a calendar year, covered by the Short Term Income Protection Plan, at seventy-five percent (75%) of daily earnings.

When an employee commences sick leave in one calendar year, and continues into the next calendar year, the employee is not entitled to more than ninety (90) working days in the two years, until the employee has returned to work for twenty (20) consecutive working days.

When an employee has used ninety (90) working days sick leave in a calendar year, the employee must complete twenty (20) consecutive working days before being entitled to further sick leave days, in the next calendar year.

Where an employee requires additional days in a calendar year for uninterrupted coverage prior to commencing LTD, the employee shall be paid at seventy-five percent (75%) of daily wages.

23.01.03 **An** employee who is off work on Short Term Disability shall continue to accumulate vacation credits.

## 23.02 Use of Accumulated Credits

23.02.01 An employee **may** discharge existing credits for lieu time, overtime, s, vacation and banked sick leave credits to "top up" the Short Term Income Protection Plan.

23.02.02 After five (5) consecutive days of absence due to illness, no leave with pay shall be allowed unless a certificate **from** a legally qualified medical practitioner is forwarded to the Employer certifying that the employee is unable to attend to his/her official duties.

After frequent absences due **to** sickness, the Employer may require the employee to submit to a medical examination, at the expense of the Employer.

23.02.03 Holidays falling during periods of sickness shall not be charged **against** the employee's sick leave credits.

23.02.04 When **an** employee has worked five (5) hours and **has** a medical or dental appointment on that day for themselves or for their child, there shall be no deduction from that employee's credits upon verification.

23.02.05 On separation from the Employer, the employee shall be entitled to one hundred percent (100%) of the value of unused accumulated sick leave credits, computed at the regular rate of pay of the employee at time of separation. Credits are to be recorded and maintained in the office of the Employer.

23.02.06 On an optional basis, once every calendar year, employees may cash in up to ten (10) days of their unused accumulated sick leave credits as recorded to December 31, 1987.

23.02.07 Transfer of Sick Leave Credits

The Parties agree that an employee may, by indicating in writing, have sick days accumulated in his/her name, transferred to the credit of any other employee. Such transfers of sick days will be made by determining the prorated daily rate of the transferring employee, and dividing that value by the prorated daily rate of the benefiting employee. This dividend shall then be rounded to the nearest decimal five (05), and this shall be the number of sick days added to the benefiting employee's credit.

**ARTICLE 24 - LONG-TERM DISABILITY INCOME PLAN**

24.01 The Employer shall pay the full premium for a Long Term Disability Plan.

24.02 After ninety (90) working days of continuous illness, and income protection as provided to the employee as outlined in 23.01.01 and 23.01.02, an employee who is ill may be eligible to receive further benefits of seventy-five percent (75%) of earnings, including any adjustments made subsequent to the commencement of LTD.

24.03 Any increase in Canada Pension Plan Disability Benefits, subsequent to the date of an employee's disablement, which result from the C.P.P. cost-of-living escalation provisions, shall accrue to the benefit of the disabled employees. No disability pensions will be paid under the retirement pension plan; but normal retirement benefits shall continue to accrue based on the employee's earnings immediately prior to disability; and all further pension contributions shall be paid by the Employer, for disabled employees in receipt of insured long-term disability benefits. This will not affect the total of disability benefits payable to a disabled employee prior to age sixty-five (65), but will increase the retirement pension payable to the employees after age sixty-five (65) years.

24.04 The benefits payable to an eligible employee, under the Long Term Disability Plan, shall be subject to the provisions and limitations set out in the contract between the Employer and the insurance carrier.

24.05 The Employer shall pay all welfare premiums while the employee is on LTDIP, i.e. Medical, Dental, Hospital coverage, group life insurance, and pension plan.

During the period preceding the commencement of LTDIP benefits, and after the exhaustion of all other credits, the Employer will pay the cost of group insurance plans and pension coverage.

24.06 LTDIP benefits will be payable for the first two years following commencement of regular payments, if an employee is unable to perform his/her regular job. After two years, LTDIP benefits will continue as long as the disability prevents an employee from performing any job for which he/she is reasonably suited, by way of education, training or experience, but not beyond his/her sixty-fifth (65th) birthday.

When an employee who was on LTDIP is able to return, the Employer recognizes its obligation to provide the returning employee with work.

The Employer agrees to place the employee in his/her former position, and at the same work location, except as provided below:

- (a) The former position no longer exists. The Employer will then place the employee in **an** equivalent vacant position; or
- (b) The employee is unable to perform in the former position. The Employer **will** then place the employee in another vacant position, if one exists, commensurate with the employee's abilities.

## **ARTICLE 25 - PRESENT CONDITIONS AND BENEFITS**

### 25.01 Benefits

Employees entering this bargaining unit shall have their prior service with the Employer recognized for the purpose of calculating vacation entitlement, pensions, medical and hospital coverage, group life insurance, and sick leave benefits as set forth in this Agreement.

## **ARTICLE 26 - HEALTH AND SAFETY**

26.01 A Union/Employer Joint Health and Safety Committee shall be established. Such Committee shall be made up of not more than three (3) members **from** each of the Parties.

### 26.02 **Video Display Terminals**

26.02.01 After each hour of continuous operation of a VDT, a VDT Operator shall be relieved of such duties for a period of ten (10) minutes. At the beginning of assignment to a VDT, and annually thereafter, a VDT Operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist who is qualified to conduct the following tests:

- (a) Unaided visual acuity (letter chart test)
- (b) Corrected visual acuity
- (c) Refractive findings

- (d) Amplitude accommodation
- (e) Suppression
- (f) Muscle balance (near, one metre, distant)
- (g) Slit lamp biomicroscopy

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

26.02.02 A VDT Operator who is pregnant shall not be required to operate a VDT.

26.02.03 The employee may work in another area for the duration of the pregnancy or else be provided with other tools to do her work (such as a typewriter). The Employer shall pay the employee the same rate of pay she earned as a VDT Operator or the new job rate, whichever is higher.

26.02.04 Upon return from maternity leave the employee shall be entitled to return to her former position.

**26.03 Healthy and Safe Workplace**

The Employer shall continue to make all reasonable provisions for the health and safety of its employees at the workplace during the hours of their employment.

**26.04 Smoking Pollution**

26.04.01 If any non-smoking employee objects to the Employer about smoke in the workplace, the Employer shall attempt to reach a reasonable accommodation between the preferences of non-smoking employees by using available methods of ventilation and/or separation/partitioning of office space.

26.04.02 If an accommodation which is satisfactory to all affected non-smoking employees cannot be reached in any given office workplace, the preferences of non-smoking employees shall prevail and the Employer shall prohibit smoking in that office workplace. The prohibited smoking area shall be clearly marked with signs.

26.04.03 If an area is declared a non-smoking area, and employees who smoke have to work in the area, the Employer agrees to pay one hundred percent (100%) of the cost of a Smokender Programme or a similar type of course.

**ARTICLE 27 - TEMPORARY EMPLOYEES**

27.01 Definition

A temporary employee is defined in Article 2.03 of this Agreement.

27.02 A temporary employee shall be paid at the start rate for the range of the position for which he/she has been hired.

The employee will receive the weekly salary for the starting rate in the range plus ten percent (10%) of salary in lieu of benefits. Accrued vacation pay calculated at the rate of four percent (4%) of salary earned will be paid once annually (June 30th or December 15th) at the employee's request or upon termination.

## **ARTICLE 28 - PART-TIME EMPLOYEES**

Employees may be engaged on either a permanent part-time or temporary part-time basis.

### **28.01 Permanent Part-Time**

#### **28.01.01 Definition**

A permanent part-time employee is an employee who is hired by OPSEU, in a classification covered by this Collective Agreement, who is regularly assigned hours of work, as determined by the Employer, provided that they are:

Less than full-time (35 hours per week) but not less than seven (7) hours per week.

#### **28.01.02 Wages**

- (a) A permanent part-time employee shall be paid at the start rate for the range of the position for which he/she has been hired. The employee shall receive the hourly rate for the position, times the number of hours worked, plus the applicable benefits.
- (b) Upon completion of the following scheduled hours, he/she shall receive *salary* progression in line with the following schedule:

start	455	1820	2730
	hrs.	hrs.	hrs.

- (c) OPSEU agrees to maintain a record of all hours worked.

#### **28.01.03 Probation**

The probationary period for a permanent part-time employee will be one hundred (100) days.

**28.01.04 Overtime**

The permanent part-time employee shall be paid the straight time hourly rate, for work performed beyond his/her regularly scheduled weekly work, up to a thirty-five (35) hour week. Beyond that, the terms of Appendices "A", "B" or "C" shall apply.

**28.01.05 Benefits**

Permanent part-time employees are entitled to participate in the group insurance plans. The Employer shall pay:

- (a) For STD, LTD and Life Insurance: one hundred percent (100%) of the premium. For the purpose of clarity, it is understood that benefit entitlements, under this Section, will be the same percentage that the regular weekly hours of **work** bear to full-time weekly hours.
- (b) For all other insured benefits: twenty percent (20%), forty percent (40%), sixty percent (60%) or eighty percent (80%) of the monthly premium, whichever is closest to the percentage that the regular weekly hours of work bear to full-time weekly hours. The employee shall pay the balance of monthly premium through payroll deduction. It is understood that employees shall have the right to opt in/out of the benefit coverage in this Section. Once opted-in an employee shall remain in the selected insured benefits.

**28.01.06 Pension**

Permanent part-time employees shall participate in the Pension Plan on completion of eight hundred and forty (840) hours. Employer and employee contributions **shall** be calculated in the same way as for permanent full-time employees.

Service will be calculated as per the actual hours worked.

**28.01.07 Other Coverage**

Permanent part-time employees shall be covered by the following Articles:

Article 1	Purpose
Article 2	Recognition
Article 3	Management's Rights
Article 4	Union Security
Article 5	Correspondence
Article 6	Committees
Article 8	Grievance Procedure
Article 9	Discharge, Suspension & Discipline
Article 11	Promotions and Staff Changes
Article 13	Leaves-of-Absence
Article 15	Hours of Work and Pay



Article 22.06	Worker's Compensation
Article 26	Health and Safety
Article 33	Discrimination
Article 34	Personal Tasks
Article 35	Severance Pay
Article 36	Duration of Agreement

### 28.01.08 Layoff and Recall Procedure

Both Parties recognize that job security should increase in proportion to length of service. If there is to be a reduction of the number of personnel within the **Bargaining Unit**, the Employer will give the **Union** as much advance notice as possible and discussions will begin to determine what should be done with those employees whose positions become redundant. Employees working in the same job category, i.e. Professional/Technical, Support or **Service Staff** shall be laid off in the reverse order of their seniority in that category. No one shall be laid off provided he/she has the qualifications and ability to perform the job of a less senior person.

Employees shall be recalled to work in the order of their seniority. No employee **will** be hired until those laid off have been given the opportunity of employment.

### 28.01.09 Seniority List

Seniority for permanent part-time employees shall be accumulated on the basis of total hours worked since the date of commencement of employment as a permanent part-time employee.

The Employer shall maintain a separate seniority list for permanent part-time employees and shall post the list on June 30th and December 31st of each year.

When a permanent part-time employee's status is changed to permanent full-time, **seniority** shall be carried over on the basis of eighteen hundred and twenty (1820) hours worked being equal to one (1) year of seniority.

### 28.01.10 Vacations

Permanent part-time employees shall earn vacation entitlement, with pay, in accordance with Article 19.01.01, except that the entitlement shall be prorated in proportion to the percentage that their regular weekly hours of work bear to full-time hours.

e.g. Where a permanent part-time employee with five (5) years of service works 2 days per week, entitlement shall be:

$$1\frac{1}{3} \times 12 \times \frac{2}{5} = 6.4 \text{ days}$$

**28.01.11 Paid Holidays**

Permanent part-time employees are entitled to the paid holidays, as set out in Article 20.01, provided they work their regularly scheduled shift immediately preceding and following the paid holiday.

Where a permanent part-time employee is assigned to a full-time acting position, and this assignment is immediately prior to and following the Christmas-New Year Shutdown period, the employee will be paid at the upgraded rate and for the hours that the incumbent would normally receive during this period.

**28.02 Temporary Part-Time**

**28.02.01 Definition**

A temporary part-time employee is a person, working less than thirty-five (35) hours per week; whose services are engaged for a specific project not to exceed six (6) months duration; or for work of a non-recurring nature; or to replace a permanent employee, who is on an approved leave-of-absence.

**28.02.02 Pay**

A temporary part-time employee shall be paid at the start rate for the range of the position for which he/she has been hired.

The employee will receive the hourly rate for the position times the number of hours worked plus ten percent (10%) of salary in lieu of benefits.

Accrued vacation pay calculated at the rate of four percent (4%) of the salary earned will be paid once annually (June 30 or December 15), at the employee's request, or upon termination.

**ARTICLE 29 - MOVING EXPENSES ON TRANSFER**

29.01 Definitions

Employee: As per Article 2.01 and 2.03 of the current Collective Agreement.

Dependent: Any person who lives with an employee; who is either the spouse of an employee, a person for whom a personal exemption under the Income Tax Act may be claimed, or an unmarried child, stepchild, or legal ward.

### At the Employee's Request

Employees who apply for a transfer, or posted job competition, shall be deemed to seek transfer at their own request. For the purposes of Article 29.02, Region Five is considered one work location and changes in jobs within Region Five are not eligible for relocation expenses.

### Household Effects

Only furniture, appliances, clothing, sporting equipment (excluding ski-doo's and boats) and books.

29.02 When an employee is transferred from one location to another by the Employer, and not at the employee's request, the employee shall be compensated for reasonable moving expenses arising from the move, as set-out in Article 29.04. In addition, the employee shall be compensated for reasonable fees, as they relate to the sale and acquisition of a principal residence, and other related costs incurred as a result of the transfer, upon production of supporting receipts and documentation.

29.03 When an employee is transferred at the employee's own request, the employee shall be entitled to the provisions of Article 29.04.

In addition, the Employer and employee may negotiate the payment of reasonable fees as they relate to the sale and acquisition of a principal residence.

29.04 The Employer shall pay the following:

(i) The cost of crating, unpacking, and transportation of household effects together with the cost of replacement value insurance.

(ii) Transportation of employee and dependants to the new location:

(a) Transportation

If an employee drives his/her vehicle, mileage shall be paid identical to that paid by O.P.S.E.U. to its members. This shall not apply to employees to whom O.P.S.E.U. assigns a vehicle.

(b) Expenses in Route

Reasonable accommodation and meal costs, incurred by the employee and his/her dependants, shall be reimbursed as identical to that paid by OPSEU to its members.

(iii) **An** employee and his/her spouse will be reimbursed for the travelling expenses incurred, on a trip made for the purpose of locating suitable accommodations near the place of employment. Time off not exceeding five (5) days will be

allowed. **An** employee will receive all normal pay for up to three (3) of these days should these days be conducted on normal working days established by the Collective Agreement. No overtime, lieu time, compensating time or incidental expenses shall be earned or paid.

- (iv) Dependent children shall be paid **fifty** percent (50%) of the cost of meal allowances identical to that paid by OPSEU to its members, and one hundred percent (100%) of the cost of accommodation if he/she/they accompany his/her/their parent(s).
- (v) A fifteen hundred dollar (\$1500) allowance shall be paid for temporary accommodation, **meals**, carpets, drapes, other household effects and ail other incidentals. This allowance shall be paid automatically upon submission of moving quotes.
- (vi) If an employee incurs child care costs during the course of the transfer, said costs shall be reimbursed upon submission of receipts to the Employer.

29.05 In the event that spouses access the provisions of Article 29, there shall be no pyramiding of entitlements.

#### **ARTICLE 30 - PLURAL OR FEMININE MAY APPLY**

30.01 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used.

#### **ARTICLE 31 - CONTRACTING OUT**

31.01 No Bargaining Unit position shall be eliminated as a result of assignment of Bargaining Unit work to **an** outside contractor or agency.

31.02 The Employer agrees that work or services currently performed or hereafter assigned to the Bargaining Unit, **as** regular and continuing work, shall not be assigned in whole or in part to any outside contractor while a Bargaining Unit member in the Section **has** the qualifications or the technical ability to perform the work or service. In regional offices this provision **only** relates to regular and continuing work performed by regional office staff.

#### **ARTICLE 32 - POLITICAL CONTRIBUTIONS**

32.01 On an optional basis, once every calendar year, employees may select participation in, or withdrawal from, a regular monthly payroll deduction system, for the purpose of making contributions to the political party of the employee's choice. The regular monthly payroll deduction shall be in multiples of five dollars (\$5.00).

### **ARTICLE 33 - DISCRIMINATION**

- 33.01 There shall be no discrimination, restraint, or intimidation practised or permitted by the Employer or the Union or any of the officials or officers of the Employer or the Union against any employee because of sex, sexual orientation, age, marital status, race, colour, creed, national origin, political opinions, ethnic group, citizenship, family status, receipt of public assistance, record of offences, on account of any Union activity, or because of physical disability or upon any other grounds referenced in the Ontario Human Rights Code.

### **ARTICLE 34 - PERSONAL TASKS**

- 34.01 Under no circumstances, will any employee be requested to perform tasks for a supervisor, or any other employee, which may reasonably be deemed to be of a personal or demeaning nature. Specifically, no employee will be required to run personal errands, make purchases of a personal nature, conduct financial transactions of a personal nature or prepare or serve beverages or food.

### **ARTICLE 35 - SEVERANCE PAY**

- 35.01 *An* employee will be entitled to severance pay upon ceasing to be an employee of OPSEU, in an amount equal to one (1) week of earnings for every year of service. Such amount shall be calculated on a prorated basis at the rate of pay at the time of termination or retirement. No employee shall accumulate severance pay when on a leave-of-absence or long-term disability that exceeds a period of twelve (12) months continuous absence.

### **ARTICLE 36 - STAFF PARTICIPATION**

- 36.01 The Employer agrees to provide OPSSU with three (3) OPSEU delegate credentials to the CLC , three (3) OPSEU delegate credentials to the OFL convention and one (1) OPSEU delegate credential to the NUPGE convention. The Employer will pay all normal expenses associated with attendance at the conventions equivalent to those paid to OPSEU members. OPSSU shall nominate members to the President of OPSEU.
- 36.02 OPSEU **staff** shall be afforded **an** opportunity to submit written proposals for inclusion in the OPS Regional Demand Setting Resource Book.
- 36.03 The President of OPSEU will designate OPSEU staff to participate in various conferences, seminars, etc. as per the current OPSEU policy manual.

- 36.04 The President and 1st Vice-president of OPSSU shall be assigned to all OPSEU Conventions.
- 36.05 Following the presentation of the final report of the Board Relations Committee, a copy of which shall be sent to the Union, the Joint Union Management Participation Committee shall meet to discuss the report and make recommendations to the President of OPSEU.
- 36.06 No Reprisals**
- 36.06.01 The Employer shall take no action or reprisal against an employee for refusing to cross a picket line of an OPSEU supported strike by a recognized trade union.
- 36.07 Indemnification**
- 36.07.01 **An** Employee shall at all times be indemnified in the execution of their duties provided that the employee acted honestly, legally, and in good faith with a view to the best interests of OPSEU. The costs associated with legal representation shall be consistent with OPSEU's practice for member representation.
- 36.08 Internal Disclosure**
- 36.08.01 The Employer agrees that no employee will be disciplined for responsibly bringing any revenue and/or expenditure control matters to the attention of the Employer through the EERC process.

### **ARTICLE 37 - DURATION OF THE AGREEMENT**

- 37.01 This Agreement shall continue in force and effect from January 1, 1998 until December 31, 1999.
- 37.02 Either **party** to this Agreement may, not more **than** ninety (90) days prior to the expiry of the Agreement, present to the other **Party** in writing, proposed terms of a new or further Agreement, and/or amendments to this Agreement. A conference shall be held within twenty (20) days, at which time the Parties **will** commence negotiations on the proposed amendments and/or the terms of a new Agreement. The terms of this Agreement will continue in force until a new Agreement is executed, or until conciliation procedures, as provided in the Ontario Labour Relations Act, have been concluded, whichever should first occur.
- 37.03 Retroactivity**
- The wage increases in this Collective Agreement are retroactive to January 1, 1992, or prorated for actual service.

Retroactivity is applicable to current employees and former employees, who were in the Bargaining Unit on or after January 1, 1992, and as well, applies to banked credits.

Insurance improvements are to be effective from the date of ratification, unless otherwise indicated.

IN WITNESS WHEREOF each of the Parties has caused this Agreement to be signed by its duly authorized representatives.

DATED at Toronto, in the Province of Ontario, this 1<sup>st</sup> day of May, 1999.

FOR THE UNION:

[Signature]

Robert Field

[Signature]

Jan Reid

[Signature]

[Signature]

FOR THE EMPLOYER:

[Signature]

[Signature]

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## **APPENDIX "A" - PROFESSIONAL/TECHNICAL STAFF**

### **APPENDIX AX - HOURS OF WORK, COMPENSATING TIME AND OVERTIME**

- 1.01 The Union and the Employer recognize that the requirements of the positions covered by this Appendix are such that specific hours per day or per week are not possible.
- 1.02 The work week shall consist of not less than thirty-five (35) hours nor more than forty-four (44) hours per week, Monday to Friday.
- 1.03 Employees covered by this Appendix shall receive compensating time to a maximum of twelve (12) days earned per year for regular hours worked between thirty-five (35) and forty-four (44) hours per week Monday to Friday as follows:
- (a) Five (5) days per year automatically for all employees covered by this Appendix, such days to be scheduled at a time mutually agreeable to an employee and the Employer.
  - (b) Up to an additional seven (7) days per year may be earned by an employee and scheduled mutually as above.
- 1.04 Compensating time may not be banked from year to year and may not be taken in cash.
- 1.05 Hours worked beyond forty-four (44) hours, Monday to Friday, must be authorized in advance by the Employer. These hours will be paid or banked at the rate of time and one half (1-1/2). Banked hours must be cashed out by December 31 of each year.
- For the purposes of determining the rate ~~of~~ pay for hours worked beyond forty-four (44), the formula ~~will~~ be weekly gross *salary* divided by forty (40).
- 1.06 In the event of legislative changes affecting this Appendix, the parties agree to meet to discuss these matters of mutual concern.

### **APPENDIX A2 - WEEKEND AND PAID HOLIDAY OVERTIME - LIEU TIME**

- 2.01 When an employee is required to work on a Saturday or Sunday, they shall be compensated at the rate of time and one half (1-1/2) for all hours worked. At the employee's option, they shall receive cash or lieu time or any combination thereof
- 2.02 When an employee works on a paid holiday, as outlined in Article 20.01 they will be paid at the rate of time and one half (1-1/2) for all hours worked plus one credited lieu day.
- 2.03 For the purposes of Appendix A2, the overtime divisor shall be forty (40).



### **APPENDIX A3 - PAYMENT OF LIEU TIME**

- 3.01 When an employee applies lieu day credits to authorized leave, his or her salary shall not be increased or reduced as a result of such application.
- 3.02 When an employee applies lieu days to authorized leave, the employee's bank of lieu days ~~will~~ be reduced on the basis of one (1) full lieu day for each full day of leave, but the lieu days deducted from the employee's bank ~~will~~ be deducted beginning with that day which is rated at the highest pay and proceeding downwards.
- 3.03 When an employee cashes in lieu days such lieu days will be deducted from the employee's bank beginning with that day that is rated at the lowest pay and proceeding upwards.
- 3.04 Lieu days shall be rated at the daily value of the prorated weekly *salary* received by the employee at the time that the lieu day was earned.
- 3.05 At the option of the employee, on separation from the Employer's service or at the end of the calendar year, the employee shall be entitled to one hundred percent (100%) of the value of accumulated lieu time credits. Such value of accumulated lieu time credited shall be computed in accordance with Article 3.04 above.
- 3.06 The current balance of an employee's lieu bank, indicating both cash-in value and number of days of credit, will be made known to each employee quarterly. The records of the employee's lieu day credits shall be maintained at the Employer's Head Office and may be inspected by the employee with one days notice.
- 3.07 Lieu days may be applied to authorized leave or cashed in in units of either full days or half days. No other fractions of days shall be permitted.

### **APPENDIX A4 - TRANSFERS**

- 4.01 (a) It is understood by the parties that the provision of service to the membership is the most important function of OPSEU. Therefore, **from** time to time, **as** circumstances require, O.P.S.E.U. may temporarily assign, to an employee in one classification, those duties and responsibilities normally associated with another classification. Such temporary assignment shall not exceed **three (3)** months unless extended by mutual agreement.
- (b) It is further understood that such temporary assignments shall not be made in a discriminatory manner.
- (c) It is further understood that no employee performing work arising from assignments under this Article will be disciplined for unacceptable performance. This does not prevent the Employer from using the normal disciplinary clause.

When an employee is geographically transferred for a period of less than three (3) months but more than one (1) week, such geographic transfers shall be deemed temporary and the following terms and conditions shall apply:

- (a) A minimum of one (1) week shall be given as notice of the Employer's intent to carry out a temporary transfer, except in cases of closure or strikes, in which case, every effort **will** be made to give **as** much notice as the emergency circumstances may be said to reasonably allow; it being understood that this is likely to be less than one (1) week.
- (b) The Employer will pay expenses as described elsewhere in Article 17.
- (c) The Employer shall pay the return expenses of travel to the employee's normal place of residence every weekend when such assignments are to Regions 1, 2, 3, 4, 5, Sudbury or North Bay. Expenses of travel **will** be paid every second weekend when such assignments are to Sault Ste. Marie, Timmins or Region 7.

However, if the employee is assigned to work a weekend, these days will count as lieu days as per the Collective Agreement. These lieu days may be used at the employee's discretion to return home. The Employer will pay the return travel.

- (d) Prior to exercising its rights under this Article, the Employer agrees to discuss transfers of a temporary nature with the Union and the employee. The purpose of such consultation shall be to minimize or eliminate any inconvenience arising **from** the temporary transfers. **An** employee **may** decline a temporary transfer for compassionate reasons, related to the immediate family, which necessitates the presence of the employee. Immediate family shall have the same meaning set out in Article 13.01.01(a),

APPENDIX "A"

PROFESSIONAL/TECHNICAL STAFF SALARY RANGES

EFFECTIVE JANUARY 1, 1998

	START	6 MO	12 MO	18 MO
<b>RANGE 5</b>				
SENIOR BENEFITS COUNSELLOR/ SENIOR CAMPAIGN OFFICER / SENIOR EDUCATION OFFICER / SENIOR GRIEVANCE OFFICER/ SENIOR H & S OFFICER / SENIOR JOB SECURITY OFFICER/ SENIOR NEGOTIATOR / SENIOR RESEARCH OFFICER	1080	1132	1185	1238
<b>RANGE 4</b>				
BENEFITS COUNSELLOR/ BUILDING SUPERINTENDENT/CAMPAIGN OFFICER/ DISTRICT GRIEVANCE OFFICER / DISTRICT JOB <b>SECURITY OFFICER</b> / DISTRICT JOB SECURITY - CAMPAIGN OFFICER / EDUCATION OFFICER / EQUAL OPPORTUNITIES OFFICER/ GRIEVANCE OFFICER/H & S OFFICER / HUMAN RIGHTS OFFICER / INCLUSION OFFICER/ JOB SECURITY OFFICER / LEGISLATIVE LIAISON OFFICER/ LIBRARIAN/ NEGOTIATOR/ ORGANIZER/ PUBLIC RELATIONS OFFICER/ <b>RESEARCH</b> OFFICER / STAFF REPRESENTATIVE	1058	1097	1128	1171
<b>RANGE 3</b>				
GRAPHIC ARTIST	1009	1052	1094	1136
<b>RANGE 2</b>				
ASSISTANT SUPERVISOR/RESEARCH ASSISTANT	878	957	970	990
<b>RANGE 1</b>				
	748	766	789	809

## **APPENDIX "B" - SUPPORT STAFF**

### **APPENDIX B1 - EXPENSES**

- 1.01 Employees shall be reimbursed for reasonable out-of-pocket expenses incurred in the performance of assignments authorized by their Supervisor. Employees shall submit an account of out-of-pocket expenses through their Supervisor.

### **APPENDIX B2 - MEAL ALLOWANCES**

- 2.01 A meal allowance will be paid to all employees on authorized work under the following circumstances:
- (a) Employees shall receive a meal allowance which shall be identical to that paid by OPSEU to members.
  - (b) All employees working past the normal meal period on a Saturday, Sunday or Statutory Holiday shall be paid the same meal allowance in **(a)** above.
  - (c) .Authorized work prior to and including 8:00 a.m.
  - (d) On any special work authorized by the Employer (i.e. Conventions, Regional Meetings, Demand-Setting Meetings, Campaigns, etc.)
  - (e) A dinner allowance will be paid for working two **(2)** hours overtime.

### **APPENDIX B3 - HOURS OF WORK**

- 3.01 The work week shall consist of five (5) days of seven (7) continuous hours each to a total of thirty-five (35) hours, Monday to Friday inclusive.
- 3.02 The standard hours of **work** are 8:30 **a.m.** to 4:30 p.m.
- 3.03 Lunch: To be taken between the hours of 12:00 noon and 1:00 p.m. or 1:00 p.m. and 2:00 p.m. as pre-arranged and approved.
- 3.04 Provided that there is adequate coverage in **each** Unit and in each regional office, between the hours of 8:00 a.m. and 5:00 p.m., employees may elect to vary their starting and finishing times. Employees must work seven (7) hours per day (exclusive of the one hour unpaid lunch period) and during the core hours of 9:00 **a.m.** to 4:00 p.m. Flexible work schedules must be developed and approved by the Supervisor.
- 3.05 There shall be a lunch break of one (1) hour and breaks of fifteen (15) minutes both in the morning and afternoon.
- 3.06 Subject to the requirements of the Unit, and with mutual agreement between the employee and the Supervisor, the lunch break can be changed to one-half (1/2) hour

with the appropriate adjustment(s) to the start and/or end time of the day. Such agreements are to be set out in writing and may be terminated by either party upon ten (10) working days notice in writing.

#### **APPENDIX B4 - OVERTIME**

- 4.01 All employees shall be paid for authorized work outside the regular hours from Monday to Friday at the rate of time and one half (1-1/2) the regular rate; and for any time worked on Saturday or Sunday or on any recognized holiday, at the rate of two and one-half (2 1/2) times the regular rate; but there shall be no pyramiding of overtime premiums. The employee has the option of taking equivalent time off, at the rate earned, up to a maximum accumulation of thirty (30) days. Any overtime earned in excess of thirty (30) days must be taken in cash at the rate earned.
- 4.02 The first opportunity for available overtime will be given to employees in the Section in which the overtime is required. In this Article, "Section" is as defined in Article 16.04, and "employees in the Section" means employees working in the Section at the time of the required overtime.
- 4.03 The Employer will endeavour to provide one (1) day notice of the requirement to work overtime.
- 4.04 An employee called in to work on a day which is not a regular working day shall be paid a minimum of four (4) hours pay at the rate of two and one half (2-1/2) times the regular rate.
- 4.05 On a monthly basis the Employer will convey to the Union a summary of overtime assigned to Head Office staff
- 4.06 Employees scheduled to work overtime on a normal working day will be entitled to take a paid 15-minute break at the end of their normal seven (7) hours before commencing their assigned overtime.
- 4.07 Available overtime at the annual convention will be assigned to permanent Head **Office** staff.
- 4.08 The Employer shall make a good faith effort to assign overtime in a reasonable and equitable manner, and agrees to set up a rotational overtime roster, mutually agreeable to both Parties, at an EERC meeting.

#### **APPENDIX B5 - CONFERENCE AND CONVENTION EXPENSES**

- 5.01 The Employer will endeavour to make arrangements for as many employees as possible to attend Staff Conferences, and will endeavour to assign employees with the least amount of overtime.

## **APPENDIX B6 - PARKING**

- 6.01 Parking will be reimbursed upon presentation of a receipt when on authorized Union business.

## **APPENDIX B7 - WORK AT ANOTHER LOCATION**

- 7.01 A car is not a condition of employment. Transportation required to conduct OPSEU business **will** be supplied by the Employer for those employees not assigned a leased car.
- 7.02 **An** employee of the Union, when authorized to travel outside regular working hours, shall be compensated for the travelling time involved, at straight time, in the following circumstances:
- (a) From an employee's residence to a non-regular work location; or
  - (b) From an employee's regular work location to a non-regular work location.

## **APPENDIX B8 - UNION-RELATED TRAINING**

- 8.01 The Parties agree that all employees governed by Support Staff Appendix "B" of the Collective Agreement shall be afforded the opportunity of receiving four **(4)** days of Union-related training a year. The format of such training to be established by the President of O.P.S.E.U. in consultation with the Union.

## **APPENDIX B9 - ADDITIONAL TIME OFF WITH PAY**

- 9.01 *All* employees covered by Appendix "B" shall be granted four **(4)** days per year of time off with pay over and above any other provision of this Collective Agreement.
- 9.02 Such time off shall be taken as full days and not as fractions thereof
- 9.03 Such time shall be scheduled; at a time mutually agreeable to an employee and his/her Supervisor. Such agreements shall not be unreasonably withheld.
- 9.04 Such time off shall not be bankable from year to year and may not be taken in cash.

**APPENDIX B10 - SHIFT PREMIUM**

- 10.01      **An** employee shall receive a shift premium of fifty-seven (57) cents for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-seven (57) cents per hour premium shall be paid for all hours worked.
- 10.02      ~~Shift~~ premiums shall not be considered as part of an employee's basic hourly rate.
- 10.03      Shift premiums shall not be paid to an employee who for mutually agreed upon reasons works on a shift for which he/she would have otherwise been entitled to a ~~shift~~ premium.

**APPENDIX "B"**  
**SUPPORT STAFF SALARY RANGES**

EFFECTIVE AS OF JANUARY 1, 1998

	START	3 MO	12 MO	18 MO
<b>RANGE 7</b>				
ASSISTANT SUPERVISOR (CENTRAL DUPLICATING)/ CONFERENCES SECRETARY/ REGIONAL OFFICE SECRETARY SECRETARY (ORGANIZING)	832	844	855	870
<b>RANGE 6</b>				
	786	795	806	818
<b>RANGE 5</b>				
ADMINISTRATIVE ASSISTANT / COMPUTER OPERATOR / COMMERCIAL TRAVEL CLERK / COST ANALYST C L E W OFFSET PRINTER/ SECRETARY / SENIOR CLAIMS CLERK / SENIOR PAYROLL CLERK	740	749	761	772
<b>RANGE 4</b>				
ACCOUNTS PAYABLE CLERK / ACCOUNTS RECEIVABLE C L E W BUDGET CLERK / CLERK TYPIST/ COMPUTER CLERK / CLAIMS CLERK / MEMBERSHIP SERVICES C L E W PC SUPPORT TECHNICIAN/ PPT REGIONAL OFFICE SECRETARY/ PAYROLL CLERK <i>PURCHASING</i> CLERK / PRINTING MACHINE OPERATOR RECEPTIONIST	708	720	728	737
<b>RANGE 3</b>				
	680	685	694	701
<b>RANGE 2</b>				
FILE CLERK / MAIL CLERK /	617	632	651	673
<b>RANGE 1</b>				
GENERAL ASSISTANT	470	489	510	529



## APPENDIX "C" - SERVICE STAFF

### APPENDIX C1 - HOURS OF WORK DEFINED

1.01 Hours of Work for employees covered under this Appendix shall be:

(a) Cleaners Working Shift A

The work week shall consist of five (5) days, Monday to Friday inclusive, commencing at 4:45 p.m. and ~~finishing~~ at 10:15 p.m.

(b) Cleaners Working Shift B

The work week shall consist of five (5) days, Monday to Friday inclusive, commencing at 5:00 p.m. and finishing at 12:00 a.m.

(c) General Duty Maintenance

General Duty Maintenance workers shall work an average of forty hours per week as averaged over the agreed scheduling period.

### APPENDIX C2 - OVERTIME

2.01 Overtime shall be paid as follows:

(a) For all hours worked on a recognized holiday:

(i) For employees regularly working Monday through Friday: two and one-half (2-1/2) times the regular rate of pay.

(ii) For General Duty Maintenance: one and one-half (1-1/2) times the regular rate of pay, plus another day off in lieu.

(b) For all hours worked in **excess** of the regular hours on a regular working day: one and one-half (1-1/2) times the regular rate of pay.

(c) For all hours worked on a regular day **off**

(i) For employees regularly working Monday through Friday: two and one-half (2-1/2) times the regular rate of pay.

(ii) For General Duty Maintenance : one and one-half (1-1/2) times the regular rate of pay, plus another day off in lieu.

- (d) For all hours worked during the Christmas - New Year shutdown, as defined in Article 20.03 of the Master Agreement, other than the actual holiday specified in Article 20.01 of the Master Agreement:
  - (i) For employees regularly working Monday through Friday: two and one-half (2-1/2) times the regular rate of pay.
  - (ii) For General Duty Maintenance: one and one-half (1-1/2) times the regular rate of pay, plus another day off in lieu.
- (e) There will be no pyramiding of overtime rates.

2.02 The employee has the option of taking equivalent time off at the rate earned up to a maximum accumulation of thirty (30) days. **Any** overtime earned in excess of thirty (30) days must be taken in cash at the rate earned.

### **APPENDIX C3 - CALL-BACK**

3.01 **An** employee who leaves the workplace and is subsequently called back to work prior to the starting time of his/her next scheduled shift shall be paid a minimum of four (4) hours pay at the appropriate overtime rate.

### **APPENDIX C4 - SHIFT PREMIUM**

4.01 **An** employee shall receive a shift premium of fifty-seven (57) cents per hour for all hours worked between five (5:00) p.m. and eight (8:00) a.m.

4.02 **Shift** premiums shall not be considered as a part of an employee's basic hourly rate.

4.03 **Shift** premiums shall not be paid to an employee who for mutually agreed upon reasons works on a shift for which he/she would have otherwise been entitled to a shift premium.

### **APPENDIX C5 - MEAL/REST PERIODS**

5.01 Cleaners working on Shift A shall receive a paid meal break of thirty (30) minutes.

5.02 Cleaners working on Shift B shall receive two (2) paid fifteen (15) minute breaks each **shift**.

5.03 The Building Caretaker **and** the Building Superintendent shall receive **an** unpaid meal break of one (1) hour and two (2) paid rest periods of fifteen (15) minutes duration. One of the Building caretaker or the Building Superintendent shall remain on the premises of OPSEU's Head Office during all hours, including paid breaks and unpaid

meal breaks, unless authorized to leave the premises by the Co-ordinator of Support Services or designee.

- 5.04 All other employees covered under Appendix C shall receive a paid meal period of one (1) hour and two (2) paid rest periods of fifteen (15) minutes duration.
- 5.05 All employees scheduled to work less than two (2) hours overtime at the end of their shift are entitled to a break of fifteen (15) minutes without pay at the end of their shift before commencing overtime.

**APPENDIX C6 -MEAL ALLOWANCES**

- 6.01 Employees authorized to work more than **two** (2) hours overtime at the beginning or end of their **shift** will be entitled to claim a meal allowance appropriate to the time of day.
- 6.02 All employees working through a normal meal period on a regular day off or statutory holiday shall be entitled to a meal allowance.
- 6.03 Employees assigned to special work authorized by the Employer (i.e. conventions, regional meetings, divisional meetings, demand setting meetings) will be entitled to appropriate meal allowances.
- 6.04 Meal allowances under this Appendix shall be identical to those paid by OPSEU to its members.

**APPENDIX C7 - VACATION ENTITLEMENT**

7.01.01 Employees who work less than thirty-five hours per week shall receive vacation or vacation **pay as** follows:

Less than one (1) year	4% of earnings
From first anniversary	6% of earnings
From sixth anniversary	10% of earnings
From thirteenth anniversary	12% of earnings
From twentieth anniversary	14% of earnings

- 7.01.02 **At** the employee's discretion equivalent time off may be taken in place of cash. Such time off may be taken in consecutive days and/or weeks. Vacation entitlement not taken in paid time off shall be paid in cash on each anniversary of hire date.
- 7.02 All other employees covered by this Appendix shall receive vacation entitlement in accordance with Article 19 of this Agreement.

**APPENDIX C8 - SICK LEAVE**

8.01 In Article 23.01 "day" shall refer to the number of hours regularly worked in a day.

**APPENDIX C9 - EXPENSES**

9.02 Employees shall be reimbursed for reasonable out-of-pocket expenses incurred in the performance of assignments' authorized by the supervisor upon submission of an expense claim and appropriate receipts.

**APPENDIX C10 - PARKING**

10.01 Parking will be reimbursed upon presentation of a receipt when on authorized Union business.

**APPENDIX C11- UNIFORMS**

11.01 The Employer will provide for two (2) new uniforms per employee each year, and the cleaning for said uniforms will be paid for by the Employer.

**APPENDIX C12 - TRAINING**

12.01 The Parties agree that all employees governed by Appendix "C" of the Collective Agreement shall have the opportunity of receiving four (4) days of Union related training a year. The format of such training shall be established by the President of OPSEU in consultation with the Union.

**APPENDIX C13 - E.S.L. TRAINING**

13.01 The Employer agrees to provide English as a Second Language (E.S.L.) training at the worksite, should the employees wish to have such training.

**APPENDIX C14 - SENIORITY AND SERVICE WITH OPSEU**

14.01 For the purposes of determining the application of seniority to lay-offs within the confines of Appendix "C" only the following dates of hire shall apply:

NAME	DATE of HIRE
Fernando DeCouto	March, 1981
Irena Gardynik	October, 1978
Anna Szczerbicki	November, 1976

14.02 For all other purposes of determining and applying seniority, employment with OPSEU, for employees listed above, will be deemed to commence on 1 September 1981.

14.03 For all other employees seniority for all purposes shall be in accordance with Article 10 of this Agreement.

**APPENDIX C15 – ADDITIONAL TIME OFF WITH PAY**

15.01 *All* employees covered by Appendix "C" shall be **granted** four **(4)** days per year of time off with pay over and above any other provision of this Collective Agreement.

15.02 Such time off shall be taken as full days and not as fractions thereof

15.03 Such time shall be scheduled, at a time mutually agreeable to an employee and his/her Supervisor. Such agreements shall not be unreasonably withheld.

15.04 Such-time off shall not be bankable from year to year and may not be taken in **cash..**

APPENDIX "C"

**SERVICE STAFF SALARY RANGES**

WITH PAY EQUITY ADJUSTMENTS AS OF JANUARY 1, 1998

	START	3 MO	12 MO	18 MO
BUILDING SERVICES TECHNICIAN	832	844	855	870
MAINTENANCE MECHANIC	832	844	855	870
GENERAL DUTY MAINTENANCE/ELECTRICIAN	832	844	855	870
GENERAL DUTY MAINTENANCE	17.70	18.00	18.20	18.43
CLEANER II (LEAD HAND)	17.63	18.06	18.60	19.23
CLEANER II (HEAVY DUTY)	13.43	13.97	14.57	15.11
CLEANER I	13.43	13.97	14.57	15.11

**LETTER OF UNDERSTANDING #1**

**RE: ADMINISTRATIVE AUTHORITY**

---

The Employer indicated that those who are entitled to exercise administrative authority over staff, occupy supervisory positions so identified by the Employer, or are those who, from time to time, are so designated by the Employer.

Dated this 9th day of December, 1993 at TORONTO, Ontario.

Renewed this 1st day of May, 1999 at TORONTO, Ontario.

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE EMPLOYER:

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING #2**

**RE: INFORMATION TO OPSSU PRESIDENT**

---

In an effort to promote effective communications, and to continue to develop harmonious labour relations between the Union and the Employer, the Employer agrees to:

1. Provide the President of OPSSU with copies of Executive Board Agenda Books and Executive Board Minutes.
2. Provide information to the OPSSU President concerning organizational changes, campaigns or initiatives, and greater consultation on implementation, when feasible, which may be of interest to the membership of OPSSU.
3. Where Staff Development Trainee positions are involved, the Employer agrees to attempt to meet with the OPSSU President and discuss implementation.
4. Provide office space at OPSEU headquarters. All expenses outside the normal rental costs to be assumed by OPSSU.

Dated this 9th. day of December, 1993 at TORONTO, Ontario.

Renewed this 1<sup>st</sup> day of May, 1999 at TORONTO, Ontario.

FOR THE UNION:

J Adams  
Robert Field  
Don McNeil  
Jan Reid  
Ray C.  
Stidole Jr

FOR THE EMPLOYER:

Heath Lul  
Stupet  
\_\_\_\_\_  
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\_\_\_\_\_



**LETTER OF UNDERSTANDING # 3**

**RE: EMPLOYMENT EQUITY**

---

The Parties recognize their mutual desire to embody the principles of employment equity into hiring and promotion practices.

The Parties agree that, notwithstanding the provisions of Article 11, the Union and the Employer may agree that employment equity shall be the overriding consideration. Such agreements will be made in advance of job postings and appointments.

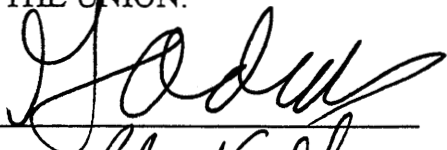
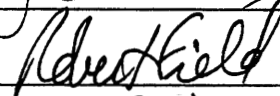


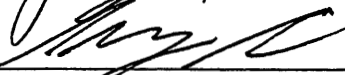
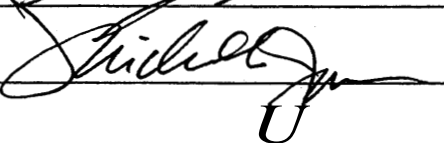
Agreements under this letter of understanding will be based on an analysis of agreed workforce data indicating that a designated group or groups are under represented.

Discussions between the Parties, with respect to the application of employment equity, under the provisions of Article 11, are properly a matter of the Joint Employment Equity Committee as a sub-committee of the EERC.

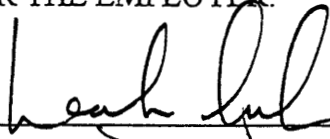

Dated this 9th. day of December, 1993 at TORONTO, Ontario.

Amended and Renewed this 1<sup>st</sup> day of May, 1999 at TORONTO, Ontario.

FOR THE UNION:

  
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FOR THE EMPLOYER:

  
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**LETTER OF UNDERSTANDING # 4**

**RE: TEACHING**

The Parties recognize the employer's responsibility to ensure the delivery of a high quality education program to OPSEU's dues-paying members.

The Employer acknowledges that an effective education program requires the involvement of staff and undertakes to see that staff are involved at all levels of the planning, co-ordination, development, delivery and evaluation of OPSEU's education program.

Both Parties agree that although the President of OPSEU is responsible for all staffing decisions, the President will be guided, in the selection of instructors for regionally-based education programs, by the recommendations of the Regional EBM/STAFF Committee.

Dated this 9th. day of December, 1993 at **TORONTO**, Ontario.

Renewed this 1st day of May, 1999 at **TORONTO**, Ontario.

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE EMPLOYER:

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING #5**

**RE: APPLICATION OF SENIORITY UNDER ARTICLE 3.03**

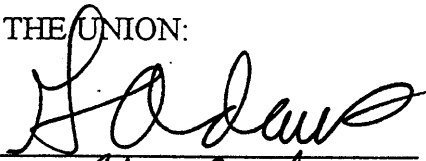
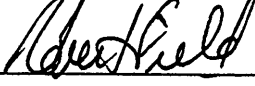


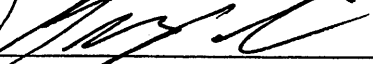

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1. The Parties recognize that the transfer or re-allocation of servicing districts or assignment envisioned under Article 3.03 may arise from either:
  - (a) posted competitions; or
  - (b) Employer directed transfers or re-allocations.
2. When transfers or re-allocations arise from posted competitions, then the provision in Article 3.03 that "seniority shall be the governing factor providing that qualifications and ability are relatively equal" shall mean that the greater seniority under the circumstances shall result in preference.
3. When transfer or re-allocations **arise** from Employer direction and not **from** posted competitions, then the provisions in Article 3.03 that "seniority shall be the governing factor providing that qualifications and ability are relatively equal" shall mean that the employee **with** the least seniority under these circumstances shall be the employee so transferred or reassigned.

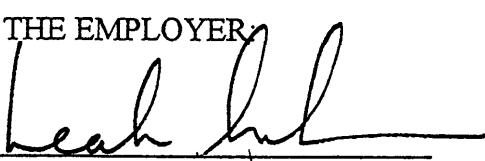

Dated this 9th. day of December, 1993 at TORONTO, Ontario.

Renewed this 1st day of May, 1999 at TORONTO, Ontario.

FOR THE UNION:

  
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FOR THE EMPLOYER:

  
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**LETTER OF UNDERSTANDING # 6**

**RE: INTEGRATED JOB DUTIES - STAFF REPRESENTATIVES**

It is the intent of the Employer that any increase in the present extent of job integration between Staff Representative and Grievance/Classification Officers and Negotiators is to take place gradually.

In order to provide affected staff with an orderly transition to integrated job duties the Employer agrees to provide any affected staff who so request with training in negotiations and grievance arbitrations handling which will bring him/her to full level of competency.

If following such training a Staff Representative feels he/she is not fully competent, at his/her request the necessary assistance will be provided until he/she becomes competent to handle such assignments alone.

As well, the Employer agrees to consult fully with the Union during this process.

Signed and agreed to this 9th. day of December, 1993.

Renewed this 1st day of May, 1999 at TORONTO, Ontario.

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE EMPLOYER:

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING #7**

**RE: ENROLMENT OF EMPLOYEE IN THE PENSION PLAN**

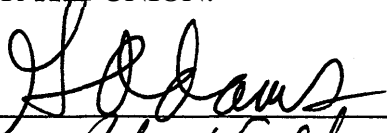
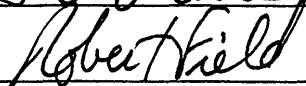
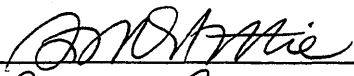

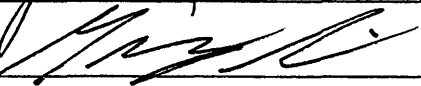

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The parties agree that, for the purposes of enrolment on the Pension Plan as referred to in Article 21.06 of the Collective Agreement, only employees other than those for whom payments are being made to a home pension plan or an RRSP on their behalf by the Ontario Public Service Employees Union are covered by the terms of 21.06.

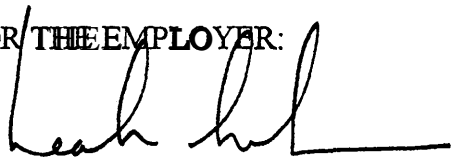
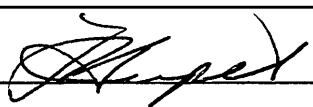
Dated this 9th. day of December, 1993 at **TORONTO**, Ontario.

Renewed this 1st day of May, 1999 at **TORONTO**, Ontario.

FOR THE UNION:

FOR THE EMPLOYER:

**LETTER OF UNDERSTANDING #8**

**RE: JOINT JOB EVALUATION AGREEMENT**

The Parties agree as follows:

1. The Gender Neutral Comparison System (GNCS) developed for establishing Pay Equity within the OPSSU bargaining unit was utilized for evaluating positions under the JJE Plan.
2. The following job classes were evaluated in the following pay ranges:

Classification	Comparator
Graphic Artist	Appendix "A" Range 3
Building Services Technician	Appendix "B" Range 7
Maintenance Mechanic	Appendix "B" Range 7
Maintenance Electrician	Appendix "B" Range 7
Machine Operator	Appendix "B" Range 4
General Duty Maintenance	Appendix "B" Range 4
Cleaner II (Heavy Duty)	Cleaner I Range 1

The above classifications shall become effective January 1<sup>st</sup>, 1998.

3. Each employee in a classification listed in Item 2 shall receive retroactive pay equivalent to one (1) year times fifty percent (50%) of the difference between the current rate of pay plus one (1) year times one **hundred** percent (100%) of the difference between the current rate of pay and the comparator's current rate of pay.
4. Retroactive payments shall be made within three (3) weeks of ratification.
5. The Employer is responsible for any **future** liabilities as a result of the maintenance of the implemented plan.
6. The parties agree that any **and** all outstanding classification grievances are deemed to be resolved **through** the **implementator** of the Joint Job Evaluation agreement

Dated this 1<sup>st</sup> day of May, 1999 at **TORONTO**, Ontario.

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE EMPLOYER:

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING #9**

**RE: ARTICLE 31.02 - CONTRACTING OUT**

---

The Parties agree that the Employer's current practices do not constitute a violation of Article 31.

Dated this 30th day of September, 1997 at NORTH YORK, Ontario.

Renewed this 1<sup>st</sup> day of May, 1999 at TORONTO, Ontario.

FOR THE UNION:

Robert Field  
Robert Field  
Bob White  
Jan Reid  
Ray C.  
Sticht Jm

FOR THE EMPLOYER:

Leah Hul  
Therese

**LETTER OF UNDERSTANDING #10**

**RE: PENSION PLAN ACTUARIAL SURPLUS AND PLAN ENHANCEMENTS**

---

The parties agree to recommend to the Pension Plan Trustees, the adoption of the following:

- (1) The Pension Trustees request an actuarial valuation as of December 31, 1997.
- (2) Enhancements to the Pension Plan through the use of the audited December 31<sup>st</sup>. 1997 surplus, taking into account the entitlements of the other members of the Pension Plan not covered by this Collective Agreement.
- (3) All enhancements to the Pension Plan will be at the discretion of the Union.
- (4) Any enhancements are not to create an increase in contributions for either Party.

The Employer will recommend to the Employer Trustees this Letter of Understanding and that this be acted upon at their earliest opportunity following ratification.

The parties agree to include a new article for Survivor Benefits for Same Sex Spouses based on the OPT Appendix II wording and subject to the approval of the Pension Trustees.

The Parties agree to prepare a Letter of Understanding outlining the Pension Plan enhancements as approved by the Pension Trustees. The Letter of Understanding will form part of the Collective Agreement and will be incorporated into the ~~next~~ Collective Agreement.

Dated this 1<sup>st</sup> day of May, 1999 at TORON'TO, Ontario.

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE EMPLOYER:

[Signature]  
[Signature]



**LETTER OF UNDERSTANDING #11**

**RE: OPSEU ENTERPRISES DIVISION**

---

The Parties agree that the terms and conditions of employment for employees covered by the OPSEU Enterprises Division shall be referred to the EERC and any disputes arising as a result of these discussions may be referred to Interest Arbitration by either Party.

Dated this 30th day of September, 1997 at NORTH YORK, Ontario.

Renewed this 1~~st~~ day of May, 1999 at TORONTO, Ontario.

FOR THE UNION:

FOR THE EMPLOYER:

Lo Jans  
Robert Field  
AM Marie  
Jan Reid  
Myra  
Michelle J...

Heath  
Stewart

**LETTER OF UNDERSTANDING # 12**

**RE: MATTERS REFERRED TO THE EERC**

---

The following matters are referred to the EERC:

1. The development of a joint education and training program embodying the following principles:

- a) the program will be jointly determined;
- b) a budget of \$50,000 for 1997 will be established for the program.

It is agreed that this agreement does not limit any Employer initiated training.

2. Issues relating to staff workload and staffing levels.

3. Issues relating to expenditure reductions, cost savings, and alternate revenue sources.

4. Discussion of Union owing \$40,000 (documents provided to the EERC) to be deducted from future Union dues.

Dated this \_\_\_ day of \_\_\_ 1997 at North' York, Ontario.

Renewed this 1st day of May, 1999 at TORONTO, Ontario.

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE EMPLOYER:

[Signature]  
[Signature]

**LETTER OF UNDERSTANDING# 13**

**RE: EMPLOYER PENSION CONTRIBUTION HOLIDAY**

---

The Parties agree that the Employer to use \$3,000,000 of pension surplus as a "vacation" from paying Employer contributions. The Employer agrees to partial recognition of the strike by reducing the Employer contribution holiday to \$2,613,308. Parties to request amendment to Pension Trust Agreement. No additional powers to Trustees to distribute any surplus.

Dated this 30th day of September, 1997 at North **York**, Ontario.

Renewed this 1st day of May, 1999 at **TORONTO**, Ontario.

FOR THE UNION:

Godwin  
Robert Field  
Ann Marie  
Jean Reid  
Ray C.  
Stickle Jr

FOR THE EMPLOYER:

Leah L.  
August



**LETTER OF UNDERSTANDING # 15**

**RE: CHANGE IN CARRIER**

---

The Ontario Public Service Employees Union will enrol in the Joint Trusteed Benefit plan.

It is understand that with the change to the Joint Trusteed Benefit Plan that all superior benefits will prevail subject to the written approval of the Trustees and /or Aetna.

Where the Trustees and/or Aetna do not agree in writing to the superior benefits, then the benefits package as amended by the parties will remain with the current carrier.

Dated this 1<sup>st</sup> day of May, 1999 at TORONTO, Ontario.

FOR THE UNION:

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE EMPLOYER:

[Signature]  
[Signature]

## ATTACHMENT # 1

### RE: COMPRESSED WORK WEEK AGREEMENT

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BETWEEN:

THE ONTARIO PUBLIC SERVICE STAFF Union  
(hereinafter referred to as the Union)

AND

THE ONTARIO **PUBLIC SERVICE** EMPLOYEES Union  
(hereinafter referred to as the Employer)

Unless otherwise specified all Articles of the Master Collective Agreement shall apply to employees covered by this agreement.

#### Article 1 - Work Unit and Employees Covered

1.01 This agreement covers all full-time employees in the position of general duty maintenance.

#### Article 2 - Hours of Work

2.01 The regular hours of work for all employees covered by this agreement will be twelve (12) hours per day, Sunday through Saturday based on an eight (8) week rotation. The work schedule is reflected in Appendix 1 attached hereto.

2.02 Changes of shifts may be arranged by mutual agreement between the employees affected and their supervisor.

2.03 There shall be at least two (2) consecutive days off per week which shall be referred to as scheduled days **off**, except that days **off** may be non-consecutive if agreed between the Employer and the employee.

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

2.05 Each shift will contain two (2), thirty (30) minute paid meal periods and two (2), fifteen (15) minute paid rest periods.

2.06 The paid meal and rest periods will be distributed equitably between the **start** and end of the shift.

### Article 3 - Overtime

3.01 Overtime shall be paid as follows:

- (a) For all hours worked on a recognized holiday: one and one-half (1-1/2) times the regular rate of pay, plus another day off in lieu.
- (b) For all hours worked in excess of the regular hours on a regular working day: one and one-half (1-1/2) times the regular rate of pay.
- (c) For all hours worked on a regular day ~~off~~: one and one-half (1-1/2) times the regular rate of pay.
- (d) For all hours worked during the Christmas - New Year shutdown ~~as~~ defined in Article 20.03 of the Master Agreement, other than the actual holiday specified in Article 20.01 of the Master Agreement: one and one-half (1-1/2) the regular rate of pay.

3.02 There shall be no pyramiding of overtime rates.

### Article 4 - Short Term Income Protection Plan

- 4.01 Employees shall be entitled to full pay for the first forty-eight (**48**) hours of absence due to sickness and seventy-five percent (75%) for the next ~~six~~ hundred and seventy-two (672) hours of absence due to sickness.
- 4.02 When an employee has a medical or dental appointment for themselves or for their child, they shall be granted up to three (3) hours to attend the appointment and there shall be no deductions ~~from~~ the employee's credits upon verification. It is agreed that Article 23.02.04 of the Master Agreement does not apply.

### Article 5 - Vacation With Pay

5.01 A deduction from an employee's vacation credits will be made for each day of approved vacation leave of absence as follows:

$12/8 \times 1 \text{ credit} = 1.5 \text{ credits}$

A partial days absence will be prorated on the same formula.

## Article 6 - Training; Assignments

- 6.01 When an employee covered by this compressed work week agreement attends a training program, the Employer may change the employee's scheduled hours of work to the greater of
- (i) eight ( 8) hours; or
  - (ii) the total of the actual number of hours spent receiving the training plus regular duty assignments plus any travel time between the training assignment and the duty assignments for each day the employee participates in the training program to a maximum of twelve (12) hours.
- 6.02 Where the change in 6.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the extra or deficit hours shall be reduced to zero within sixty (60) working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:
- (i) the employee shall be required to work a corresponding number of hours to make up for any extra hours; or
  - (ii) the total of the actual number of hours spent receiving the training plus regular duty assignments plus any travel time between the training assignment and the duty assignments for each day the employee participates in the training program to a maximum of twelve (12) hours.
- 6.03 Where there is mutual agreement, an employee may receive pay at his/her basic rate for the extra hours in lieu of being scheduled off duty in accordance with 6.2 (ii).
- 6.04 Where an employee's extra hours have not been reduced to zero within *sixty* (60) working days in accordance with 6.2, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.

## Article 7 - Compassionate and Bereavement Leave

- 7.01 Such leaves are not to be prorated.



Article 8 - Term

8.01 This Agreement shall be for twelve (12) months from date of ratification, and shall continue in force and effect until either Party notifies the other of its desire to renegotiate.

8.02 Either Party may, on written notice of sixty (60) days to the other Party, terminate this Agreement.

Dated at Toronto, Ontario this 9th day of December, 1993.

Renewed this 1st day of May, 1999 at TORONTO, Ontario.

FOR THE UNION:

[Signature]  
Robert Field  
[Signature]  
John Reid  
[Signature]  
Michael [Signature]

FOR THE EMPLOYER:

[Signature]  
[Signature]  
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**APPENDIX #1**

**RE: COMPRESSED WORK WEEK (CWW) SCHEDULE**

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WEEK 1	N	N				N	N
WEEK 2	N	N				N	N
WEEK 3					<b>D</b>	<b>D</b>	<b>D</b>
WEEK 4					<b>D</b>	<b>D</b>	<b>D</b>
WEEK 5			<b>N</b>	N	N		
WEEK 6			N	N	N		
WEEK 7	<b>D</b>	<b>D</b>	<b>D</b>	<b>D</b>			
WEEK 8	<b>D</b>	<b>D</b>	<b>D/8</b>				
RPT			<b>E/4</b>	<b>D</b>			

