

Collective Agreement

between

**Ontario Public Service Employees Union
On behalf of its Local 527**

and

**Workplace Safety & Insurance
Appeals Tribunal**

DURATION: July 1, 2015 to June 30, 2020



Sector 20
5-527-10123-20200630-20

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PREAMBLE

1. The purpose of this Agreement between the Employer and the Union is to establish and maintain:
 - (a) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement;
 - (b) a procedure for the prompt and equitable handling of grievances and disputes.
2. It is understood that the provisions of this Agreement apply equally to male and female employees.

The parties, therefore, agree as follows:

PART A WORKING CONDITIONS

ARTICLE 1 - RECOGNITION/MANAGEMENT RIGHTS/NO STRIKES OR LOCK OUTS

- 1.1 In accordance with The Crown Employees Collective Bargaining Act, the Ontario Public Service Employees Union is recognized as the exclusive collective bargaining agent for all employees of the Workplace Safety and Insurance Appeals Tribunal save and except: the Chair; the Alternate Chair; all full-time and part-time Vice-chairs and Members of the Tribunal; the Secretary to the Chair; the Clerk Steno in the Chair's Office; the Executive Assistant to the Chair; Counsel to the Chair; Secretary to Counsel to the Chair; Associate Counsel to the Chair; Administrative Co-ordinator; Chief Administration Officer; Secretary to the Chief Administration Officer; Supervisor; Clerical Services; Chief Information Officer; Systems Manager; Systems Officers (Systems Trainer and Information System Technologist); Manager, Research and Statistical Analysis; Appeals Administrator; Publications Counsel; General Counsel; Secretary to General Counsel; Manager - Pre-Hearing Section; Tribunal lawyers; Articling students; Manager - Medical Liaison Office; Office Co-ordinator; Manager of Intake; Group Leader - CD Writers; Manager, Financial Administration; Financial Assistant, Human Resources Officer; Secretary to Manager, Financial Administration and/or the Human Resources Officer; Records Officer; Students employed during their regular vacation period; and any other persons who are not employees under section 1(1)(f) of the Crown Employees Collective Bargaining Act, R.S.O. 1980.
- 1.2 It is recognized that it is the exclusive function of the Employer to manage, which function, without limiting the generality of the foregoing, includes the right to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, transfer, classify, assign, appoint, promote, demote, lay-off and recall employees;
 - (c) discharge, reprimand, suspend, or otherwise discipline staff for just cause provided that a claim of discharge or discipline without just cause may be the subject of a grievance;
 - (d) determine the number of personnel required, the services to be performed and the methods, procedures and equipment in connection therewith.
- 1.3 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement. The express provisions of this Agreement constitute the only limitations upon the Employer's rights.
- 1.4 The Union agrees that there shall be no strikes and the Employer agrees there shall be no lockouts during the term of the Collective Agreement.

- 1.5 Where the Employer establishes a new position within the bargaining unit, the Employer shall provide the Union with a copy of the applicable position description and salary grid.
- 1.6 Upon written request from an employee, the Employer will provide the employee with a copy of his or her position description within twenty (20) working days of the request.

ARTICLE A - NO DISCRIMINATION/EMPLOYMENT EQUITY

- A.1.1 There shall be no discrimination practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in section 10(1) of the *Ontario Human Rights Code (OHRC)*.
- A.1.2 There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.
- A.2 It is recognized that in accordance with section 14 of the OHRC, the Employer's employment equity program shall not be considered a contravention of this article.
- A.3 The parties confirm that they are committed to ensuring a harassment-free workplace in accordance with applicable provisions of the *Occupational Health and Safety Act*.

ARTICLE B - GENERAL

- B.1 Whenever the masculine gender or the masculine pronoun is used in this Agreement, it shall be deemed to include all genders within the gender spectrum and all forms of gender expression or identity.

ARTICLE 2 - CHECK-OFF OF UNION DUES/POSTING OF NOTICES

- 2.1 There shall be deducted from the regular bi-weekly pay of every bargaining unit employee a sum equal to membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union.
- 2.2 The deductions referred to herein shall be remitted to the Ontario Public Service Employees Union. The remittance shall be accompanied by a list of the names, classifications and social insurance numbers of those employees for whom deductions have been made. The Employer shall remit the total amount of such deductions not later than the (15th) day of each month following the month the deductions were made.

- 2.3 The Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 2.4 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 2.5 The Employer shall provide bulletin boards for the posting of Union notices on each floor of the Employer's premise.

ARTICLE 2A – UNION REPRESENTATION

- 2A.1 The employer acknowledges the right of the Union to elect, appoint or otherwise select up to a maximum of eight (8) Union Stewards or not more than one (1) Union Steward for every ten (10) bargaining unit employees. Only employees who have completed their probationary period may be union stewards.
- 2A.2 The Union shall provide the Employer with written notification of the names of the Stewards. The Employer shall be required to recognize the representative only from the date of receipt of this notice.
- 2A.3 The Union acknowledges that the Stewards have regular duties to perform on behalf of the Employer and may not leave their regular duties without the consent of their supervisor in advance. Upon receiving such consent, a Steward shall be permitted to leave his/her regular duties for a reasonable length of time, without loss of pay, to function as a Steward as provided in this Agreement. Such consent from the supervisor shall not be unreasonably withheld.
- 2A.4 EMPLOYEE RIGHT TO REPRESENTATION

Where a supervisor or other Employer representative intends to meet with an employee:

- a) For disciplinary purposes;
- b) To formally investigate matters which may result in disciplinary action;
- c) For a formal counselling session with regard to unsatisfactory performance or behavior;
- d) For termination of employment;
- e) For the formal development of an accommodation or return to work plan;
- f) To discuss attendance management issues under the Employer's attendance management program;

- g) For layoff/surplus; or
- h) Pursuant to any other provision in the Collective Agreement where the right to representation is referred;

the employee shall have the right to be accompanied by and represented by a Union representative.

The Employer shall notify the employee of this right and advise the employee and the Union of the time and place for the meeting. If no Union representative is reasonably available to meet at the time established, the Employer may set a meeting within the next twenty-four (24) hours taking into consideration, to the extent possible, the Union's availability.

ARTICLE 3 - FIXED-TERM EMPLOYEES

3.1 The only terms of this Agreement that apply to employees who are bargaining unit contract employees ("fixed-term" employees) rather than permanent employees are those that are set out in this Article.

3.2 Sections 3.3 to 3.16 apply only to fixed-term employees.

3.3.1 WAGES

The rate of the equivalent classification for permanent staff ("regular" staff) shall apply. If there is no equivalent classification, the rate shall be set by the Employer and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.

3.3.2 Employees covered by this Section shall be entitled to the same provisions regarding progression through the salary range and retroactivity of salary revisions as those agreed upon for the classification applicable to regular staff to which they correspond.

3.4 OVERTIME

One and one-half (1-1/2) times the basic hourly rate shall be paid for authorized hours of work performed in excess of seven and one-quarter (7-1/4) hours per day.

3.5.1 REPORTING PAY

Where an employee reports for work at his or her scheduled starting time and work is not available, he or she shall receive two (2) hours' pay at his or her basic hourly rate.

3.5.2 Notwithstanding sub-section 3.5.1, where an employee has been scheduled to work for less than two (2) hours, he or she shall receive payment for the hours scheduled.

3.5.3.1 This section shall not apply where the employee has been notified, at least one (1) hour prior to the scheduled starting time, not to report to work.

3.6.1 HOLIDAYS

Four and six-tenths percent (4.6%) of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays as defined in Article 48 (Holidays), except that fixed-term employees with more than one year of continuous service with the Employer shall have the option of being paid a regular day's pay for such holidays in lieu of taking the four and six-tenths percent (4.6%). Employees must be in full attendance or on leave of absence with pay the working day before or after such holiday to receive a regular day's pay.

3.6.2 When the employee is required to work on any of these holidays, the employee shall be paid two (2) times his or her basic hourly rate for all hours worked in addition to the four and six-tenths percent (4.6%), or in addition to the regular day's pay received under the above option, as the case may be.

3.6.3 Notwithstanding sub-section 3.6.2, where the employee's equivalent permanent classification is equivalent to a classification assigned to Schedule 6 of the Ontario Public Service Agreement (which includes, without limitation, positions classified as system officer or translator classifications or as workers' compensation advisor classifications at the time of execution of this Agreement) the employee shall receive a regular day's pay when required to work on such a holiday in addition to the four and six-tenths percent (4.6%) , or in addition to the regular day's pay received under the above option, as the case may be.

3.7 VACATION PAY

Four percent (4%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

3.8.1 ATTENDANCE CREDITS AND SICK LEAVE

Employees who work thirty-six and one-quarter (36-1/4) hours per week shall earn attendance credits of one and one-quarter (1-1/4) days for each calendar month of full attendance or for each calendar month of leave-of-absence granted under Section 3.9. Attendance credits may be used for protection purposes only in the event that an employee is unable to attend to his or her official duties by reason of illness or injury.

3.8.2 After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer certifying that the employee is unable to attend to his or her official duties.

3.8.3 Notwithstanding sub-section 3.8.2, where it is suspected that there may be an abuse of sick leave, the Employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days.

3.9 PREGNANCY AND PARENTAL LEAVE

Pregnancy and parental leaves will be granted to employees under the terms of Ontario's *Employment Standards Act*, as amended from time to time.

3.10.1 BEREAVEMENT LEAVE

An employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed up to three (3) days of leave-of-absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, step-son, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian. However, in the event of the death of his or her aunt, uncle, niece, or nephew, he or she shall be allowed only one (1) day's leave-of-absence with pay. For the purposes of this Article a spouse is someone who is legally married to the employee, in a common-law relationship with the employee, or is a same sex partner of the employee who cohabits with the employee.

3.10.2 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave-of-absence without pay to attend the funeral of a relative listed in Article 3.10.1, above, if the location of the funeral is greater than five-hundred kilometers (500 km) from the employee's residence.

3.11 HEALTH AND SAFETY

The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

3.12 TERMINATION OF EMPLOYMENT

Employment may be terminated by the Employer at any time with two (2) weeks' notice, or pay in lieu thereof.

3.13.1 APPOINTMENT TO PERMANENT STAFF

Where an employee is appointed to the Employer's permanent staff and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to appointment to the permanent staff, the time he or she actually worked within the previous year may be considered to be part of his or her probationary period to a maximum of six (6) months.

3.13.2 Not applicable

3.14 UNION DUES

3.14.1 Union dues shall be deducted from an employee covered by this Section. These dues shall be remitted to the Union quarterly, accompanied by the name, social insurance number, and where applicable, the classification used to establish the wage rate of the employee on whose behalf the deductions have been made.

3.14.2 The Union must advise the Employer in writing of the amount of its dues for employees covered by this Section. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.

3.14.3 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of Section 3.14 of this Article.

CONVERSION OF FIXED-TERM POSITIONS TO REGULAR POSITIONS

3.15.1 Where the same work has been performed by an employee on a contract for a period of at least twenty (20) consecutive months, except for situations where the fixed-term employee is replacing a regular employee on an authorized leave of absence or leave from his or her home classification, and where the Employer has determined that there is a continuing need for that work to be performed on a full-time basis, the Employer shall establish a position within the permanent staff to perform that work, and shall post a vacancy in accordance with Article 4 (Posting and Filling of Vacancies or New positions).

3.15.2 For the purpose of this section, "full-time" shall mean a minimum of one thousand seven hundred and twenty-five and one-half (1,725.50) straight-time hours in each year, as applicable, including authorized leaves of absence. However, all hours worked by a contract employee while he or she is replacing a permanent employee who is on an authorized leave of absence shall not be included in computing the annual hours worked by the contract employee.

3.16 The following Articles shall also apply to fixed-term staff:
Articles A, 1, 2, 2A, 4.1, 4.3.1, 4.4, 6, 7.7, 9, 11, 12, 17, 18, 21, 22, 23, 25, 27, 28, 29, 32, 33, 34, 35, 36, 37, 55, 60.3.1, 85 and 86.

3.17 BENEFITS – PERCENT IN LIEU AND OPTIONAL INSURED PLAN

- 3.17.1 Effective upon the day following ratification of this Agreement, all fixed-term employees shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in Part B of the Collective Agreement, save and except holiday and vacation pay, an amount equal to six percent (6%) of their basic hourly rate for all hours worked exclusive of overtime.
- 3.17.2 Effective upon the day following ratification of this Agreement, all active fixed-term employees shall, within thirty-one (31) days following the effective date, have a one-time option to elect to pay 100% of the premium toward insured Supplementary Health and Hospital Insurance and Dental Plans, as set out in Article 40, for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following their election and following at least two (2) months of continuous service.
- 3.17.3 Within thirty-one (31) days following the initial election period under Article 3.17.2, all employees hired following such election period shall have a one-time option to elect to pay 100% of the premium toward insured Supplementary Health and Hospital Insurance and Dental Plans, as set out in Article 40, for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following two (2) months of continuous service.
- 3.17.4 Once an employee has opted for insured benefits coverage under Article 3.17.2 or Article 3.17.3, they will be required to maintain coverage for the duration of their fixed term employment, including any subsequent extensions or reappointments not broken by a 13 week or greater of non-employment.
- 3.17.5 Notwithstanding Article 3.17.4, a fixed-term employee working fulltime hours may opt out of coverage within thirty-one (31) days following the start of a subsequent fixed-term reappointment where the hours of work are less than fulltime.”

ARTICLE 4 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

- 4.1.1 When a vacancy occurs in the permanent staff for a bargaining unit position or a new permanent position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date when advertised internally within the Employer only, or it shall be advertised for at least ten (10) working days prior to the established closing date when advertised both internally and externally. Only the applications of candidates selected for testing and/or an interview will be acknowledged. Notice of vacancies shall be posted electronically and, where practicable, on bulletin boards.

- 4.1.2 Notwithstanding Article 4.1.1 above, the Employer may hire the next highest ranked qualified candidate(s) (in accordance with Article 4.3.1, below) who previously applied for a similar vacancy or a new position in the same classification provided that a competition was completed during the previous twelve (12) months. The Employer in these circumstances is not required to post or advertise the vacancy or new position. However, where the Employer uses this provision, it shall notify the Local Union President five (5) working days prior to filling the vacancy or new position.
- 4.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, the hours-of-work schedule as set out in Article 7 (Hours of Work), and the area in which the position exists.
- 4.3.1 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the deciding factor. For the purposes of this Article 4.3.1 only, fixed-term employees will be deemed to have that seniority which they would obtain pursuant to Articles 25.1 and 25.4 upon becoming a regular employee.
- 4.3.2 Notwithstanding subsection 4.3.1, and subject to any incompatible provision of the law, the Union and the Employer may agree that employment equity may be the determining factor where qualifications and ability are relatively equal and that it may be the overriding consideration. Such agreements will be made in advance of job postings and may be based on individual positions, groups of positions, classifications or other groupings of jobs as appropriate.
- 4.3.3 Agreements under subsection 4.3.2 will be based on an analysis of workforce data and employment systems indicating that a designated group is or groups are under-represented.
- 4.3.4 It is recognized that in accordance with section 14 of the Ontario Human Rights code, the Employer's employment equity program shall not be considered a contravention of this article.
- 4.4 An applicant who is invited to attend a job interview within the Ontario Public Service or with the Employer shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.
- 4.5 Not Applicable.
- 4.6.1 With the agreement of the Union, the employee and the Employer, an employee may be assigned to a vacancy where the classification of the vacant position is identical to the classification of the position occupied by the employee and the provisions of sections 4.1, 4.2, 4.3, 4.4 and 4.5 shall not apply.
- 4.6.2 The assignment of an employee to a vacancy in accordance with Articles 5, 24, 30, 42, 50 and 51 shall have priority over an assignment under section 4.6.1.

- 4.7 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

ARTICLE 5 - PAY ADMINISTRATION

- 5.1.1 Promotion occurs when the incumbent of a regular position is assigned to another position in a class with a higher maximum salary than the class of the former position.

- 5.1.2 An employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to his or her present rate of pay, except that:

-where such a change results in an increase of less than three percent (3%), he or she shall receive the next higher salary rate again, which amount will be considered as a one-step increase;

-a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range.

- 5.1.3 Where an employee:

(a) at the maximum rate of a salary range is promoted, a new anniversary date is established based upon the date of promotion;

(b) at a rate less than the maximum in the salary range is promoted and receives a promotional increase:

-greater than a one-step increase, a new anniversary date based on the date of promotion is established;

-of one step or less, the existing anniversary date is retained.

- 5.2.1 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

- 5.2.2 An employee to whom the above section applies is entitled to be appointed to the first vacant position that occurs in the class in which he or she was employed at the time the reclassification was made.

- 5.3 Where a position is reassessed and is reclassified to a class with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.
- 5.4.1 Where, because of the abolition of a position, an employee is assigned from one position to another in the bargaining unit and the position to which he or she is assigned is in a class with a lower maximum salary than the maximum salary for the class of the position from which he or she was assigned, he or she shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the employee starts the new assignment.
- 5.4.2 Sub-section 5.4.1 applies only where there is no position the employee is qualified for, and that he or she may be assigned to, that is:
- (a) in the same classification that applied to the employee's position before the position was abolished, or
 - (b) in a classification having the same maximum salary rate as the maximum salary rate of the classification that applied to the employee's position before the position was abolished.
- 5.5 Where, for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary, he or she shall not receive any salary progression or salary decrease for a period of six (6) months after the commencement of the assignment, and if at the end of that period, he or she is unable to accept employment in the former classification, he or she shall be assigned to a classification consistent with his or her condition.
- 5.6 Except as provided above, an employee who is demoted shall be paid at the rate in the classification to which he or she is demoted that is closest to but less than the rate he or she was receiving at the time of demotion, effective from the date of the demotion.
- 5.7 It is understood that where an employee is assigned to a position pursuant to Section 5.4, 5.5 or 5.6, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply.
- 5.8.1 When a new classification is to be created by the Employer or an existing classification is to be revised, at the request of either party the parties shall meet within thirty (30) days to negotiate the salary range for the new or revised classification, provided that should no agreement be reached between the parties then the Employer will set the salary range, subject to the right of the parties to refer the matter to the Grievance Procedure.

For greater clarity, the parties note that classifications or revised classifications coming to form part of the Employer's classification system and salary rates as a result of their adoption by the Ontario Public Service are governed by Article 85.2 of this agreement, and not Article 5.8.1.

5.8.2 Deleted.

ARTICLE 6 - TEMPORARY ASSIGNMENT

- 6.1.1 Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, the employee shall be paid acting pay from the day he or she commenced to perform the duties of the higher classification in accordance with the next higher rate in the higher classification, provided that where such a change results in an increase of less than three percent (3%), the employee shall receive the next higher salary rate again.
- 6.1.2 Notwithstanding 6.1.1, acting pay shall not exceed the maximum of the salary range of the higher classification.
- 6.2 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower salary maximum where there is not work reasonably available for him or her in the position from which he or she was assigned, he or she shall be paid the lower applicable classification rate to which he or she was assigned, after the expiration of ten (10) consecutive working days in such lower classification.
- 6.3 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower maximum salary where there is work reasonably available for him or her in the position from which he or she was assigned, he or she shall continue to be paid at the rate applicable to the classification from which he or she was assigned.
- 6.4 This Article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.
- 6.5 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, he or she shall retain his or her rights and obligations under the Collective Agreement.
- 6.6.1 Where an employee is assigned temporarily to a position, Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply except where:
- (i) the term of a temporary assignment is greater than twelve (12) months' duration, and

- (ii) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.

6.6.2 Except as provided in 6.6.1, in no case shall any provision of the Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments.

ARTICLE 7 - HOURS OF WORK

7.1 The normal hours of work for employees shall be thirty-six and one-quarter (36-1/4) hours per week and seven and one-quarter (7-1/4) hours per day.

7.2 Not applicable

7.3 The normal hours of work for employees in Schedule 6 shall be a minimum of thirty six and one-quarter (36-1/4) hours per week.

7.4 Not applicable

7.5 Not applicable

7.6 Not applicable

7.7 It is understood that flexible arrangements regarding hours of work and overtime may be entered into between a manager and an employee with respect to variable work days or variable work weeks. The manager and employee agree to discuss such arrangements within a reasonable time frame, following notice by an employee, of a desire to discuss such an arrangement.

7.8.1 JOB SHARING

Job sharing can occur where there is agreement between the employees who wish to job share, the Union, and the Employer.

7.8.2 It is agreed that job sharing results from two employees sharing a full time regular position and as such the position shall continue to be identified as a full time regular position.

7.8.3 Employees in a job sharing arrangement must share the same classification and level.

7.8.4 The sharing of the hours of work shall be determined by the parties to the sharing agreement but in no case shall one employee work less than fourteen (14) hours per week.

7.8.5 Employees in a job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in Part A and B of this agreement, however where applicable, they shall be pro-rated in accordance with the employee's hours of work.

Part C of this Agreement will be used to provide administrative direction for the applicable pro-rating of the working conditions and benefits, and Article 62.1 for the purposes of calculating a basic hourly rate.

7.8.6 In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full time basis. The employee shall be granted five (5) working days in which to respond to the Employer's offer of full time employment.

7.8.7 If the remaining employee declines the full time opportunity, the position may continue to exist as a full time position but filled on the part-time basis only until such time as the employer shall decide to post and advertise the position as a full-time vacancy.

7.8.8 Not applicable.

7.8.9 Not applicable.

7.8.10 The Employer undertakes to notify the Local Unit Steward of all job sharing arrangements.

ARTICLE 8 - DAYS OFF

8.1 Each employee shall be entitled to Saturdays and Sundays off in the course of each week.

ARTICLE 9 - SCHEDULED TOUR OF DUTY OR SHIFT

9.1 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.

ARTICLE 10 - SHIFT SCHEDULES

- 10.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he shall be paid time and one-half (1 1/2) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the employer's control.
- 10.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he shall be paid time and one-half (1-1/2) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article 13 or Article 14.
- 10.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the employer.
- 10.4 It is the intent of the parties that there shall be no split shifts.

ARTICLE 11 - SHIFT PREMIUM

- 11.1.1 An employee shall receive a shift premium of sixty-two cents (62 cents) per hour for all hours worked between 6:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the sixty-two (62 cents) per hour premium shall be paid for all hours worked.
- 11.1.2 An employee shall receive a shift premium of seventy-two cents (72 cents) per hour for all hours worked between midnight and 8:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the seventy-two (72 cents) per hour premium shall be paid for all hours worked.
- 11.2 Notwithstanding 11.1.1 and 11.1.2 where an employee's hours of work normally fall within 8:00 a.m. and 6:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 8:00 a.m. and 6:00 p.m.
- 11.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- 11.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

ARTICLE 12 - REST PERIODS/LUNCH PERIODS

- 12.1 An employee shall be allocated a paid rest period of fifteen (15) consecutive minutes in the course of both the first half and the second half of each scheduled day.
- 12.2 An employee shall be allocated an unpaid forty-five (45) consecutive minute lunch period in each scheduled work day.

ARTICLE 13 - OVERTIME

- 13.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1-1/2) times the employee's basic hourly rate.
- 13.2.1 In the assignment of overtime, the Employer agrees to distribute overtime in a fair and equitable manner after having ensured that all its operational requirements are met.
- 13.2.2 In this Article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.
- 13.3.1.1 Except for employees in Schedule 6, employees who perform authorized work in excess of seven and one-quarter (7-1/4) hours shall be paid at the overtime rate.
- 13.3.1.2 Employees in Schedule 6 who perform authorized work in excess of seven and one-quarter (7-1/4) hours on a regularly scheduled work day shall receive:
- (a) compensating leave of one (1) hour for each hour worked between thirty-six and one-quarter (36-1/4) and forty-four (44) hours per work week, in respect of the total hours worked during the week on regularly scheduled work days; and
 - (b) compensating leave of one and one-half (1-1/2) hours for each hour worked in excess of forty-four (44) hours per work week, in respect of the total hours worked during the week on regularly scheduled work days.
 - (c) The compensating leave shall be taken at a time mutually agreed upon. Failing agreement, the Employer shall reasonably determine the time of the compensating leave.
- 13.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- 13.4 Not applicable
- 13.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate.

13.6 Not applicable

13.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off shall receive compensating leave of one and one-half (1-1/2) hours for each hour worked.

ARTICLE 14 - CALL BACK

14.1 An employee who leaves their place of work and is subsequently called back to work prior to the starting time of their next scheduled shift shall be paid a minimum of four (4) hours' pay at one and one-half (1-1/2) times their basic hourly rate.

ARTICLE 15 - STAND-BY TIME

15.1 "Stand-By Time" means a period of time that is not a regular working period during which an employee is required to keep themselves:

- (a) immediately available to receive a call to return to work, and
- (b) immediately available to return to the workplace.

15.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.

15.3 Where stand-by is not previously authorized in writing, payment as per section 15.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

15.4 When an employee is required to stand by, they shall receive payment of the stand-by hours at one half (1/2) their basic hourly rate with a minimum credit of four (4) hours pay at their basic hourly rate.

ARTICLE 16 - ON-CALL DUTY

16.1 "On-Call Duty" means a period of time that is not a regular working period, overtime period, stand-by period or call-back period during which an employee is required to respond within a reasonable time to a request for:

- (a) recall to the workplace, or
- (b) the performance of other work as required.

16.2 It is understood that a return to the workplace may not be necessary in all situations.

- 16.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in subsections 16.1(a) or 16.1(b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.
- 16.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.
- 16.5 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.
- 16.6 Where on-call is not previously authorized in writing, payment as per section 16.7 shall only be made where the supervisor has expressly advised the employee that they are on-call
- 16.7 Where an employee is required to be on-call, they shall receive one dollar (\$1.00) per hour for all hours that they are required to be on-call.

ARTICLE 17 - MEAL ALLOWANCE

- 17.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to twelve dollars (\$12.00).
- 17.2 Up to thirty (30) minutes with pay shall be allowed the employee for the meal break.
- 17.3 The Employer shall provide a meal allowance per day equivalent to that provided to non-bargaining unit staff for employees traveling overnight on the employer's business.

ARTICLE 18 - HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

- 18.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees as per the *Occupational Health and Safety Act*.
- 18.2 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by the employees.
- 18.3 Not applicable

18.4 Not applicable

18.5 VIDEO DISPLAY TERMINALS

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 and shall perform other duties.

18.6 At the beginning of assignment to a VDT and every twenty-four (24) months thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day may elect or may be required to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:

- (a) unaided visual acuity (letter chart test)
- (b) refractive findings
- (c) corrected visual acuity
- (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 fifty dollars (\$50.00) 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.

18.7.1 A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.

18.7.2 Upon receipt of the written request specified in 18.7.1, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit, provided that she is able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of the classification of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest salary maximum. The assignment of a surplus employee to a vacancy, in accordance with Article 24 (Job Security), shall have priority over an assignment under this section.

18.7.3 Where an employee is assigned to a vacancy in accordance with this section, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall have no application.

- 18.7.4 Where an employee is assigned, under 18.7.2, to a position in a classification with a lower salary maximum than the salary maximum of the classification of the position from which she was assigned, she shall be paid at the rate within the salary range of the classification of the position to which she has been assigned under 18.7.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
- 18.7.5 Where it is not possible to assign an employee in accordance with 18.7.2, the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence pregnancy leave of absence in accordance with Article 50 (Pregnancy Leave).
- 18.7.6 An employee who does not accept an assignment made in accordance with 18.7.2, may elect either to continue work in her original position or request leave of absence in accordance with 18.7.5.
- 18.8 Video display terminal work stations shall be equipped with tables or stands for the terminal to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is adjustable in height, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.

ARTICLE 19 - HOLIDAY PAYMENT

- 19.1 Where an employee works on a holiday included under Article 48 (Holidays), he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7-1/4) hours.
- 19.2 In addition to the payment provided by section 19.1, an employee who works on the holiday shall receive either seven and one-quarter (7-1/4) hours at his or her basic hourly rate or compensating leave of seven and one-quarter (7-1/4) hours provided the employee opts for compensating leave prior to the holiday.
- 19.3 It is understood that sections 19.1 and 19.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- 19.4 When a holiday included under Article 48 coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.
- 19.5 Any compensating leave accumulated under sections 19.2 and 19.4 may be taken off at a time mutually agreed upon. Failing agreement such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.

- 19.6.1 Any compensating leave accumulated under sections 19.2 and 19.4 in a calendar year which is not used before December 31 of that year shall be paid at the rate it was earned. The December 31 date may be extended by agreement between the Employer and the employee.
- 19.6.2 Notwithstanding anything in Article 19, employees who are in classifications equivalent to those assigned to Schedule 6 of the Ontario Public Service Agreement (which includes without limitation positions classified as systems officer or translator classifications or as workers' compensation advisor classifications at the time of execution of this Agreement) and who are required to work on a holiday included in Article 48 (Holidays) shall receive equivalent time off.

ARTICLE 20 - NOT APPLICABLE

20. Not applicable

ARTICLE 21 - NON-PYRAMIDING OF PREMIUM PAYMENTS

- 21.1 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by this Agreement.

ARTICLE 22 - KILOMETRIC RATES

- 22.1 If an employee is required to use his or her own automobile on the Employer's business the following rates shall be paid:

Kilometres Driven	Southern Ontario	Northern Ontario
0 - 4,000 km	40¢/km	41¢/km
4,001 - 10,700 km	35¢/km	36¢/km
10,701 - 24,000 km	29¢/km	30¢/km
over 24,000 km	24¢/km	25¢/km

- 22.2 Kilometres are accumulated on the basis of a fiscal year (January 1 to December 31, inclusive).
- 22.3 Not applicable
- 22.4 It is agreed that the use of privately owned automobiles on the Employer's business is not a condition of employment.

ARTICLE 23 - TIME CREDITS WHILE TRAVELLING

- 23.1 Employees shall be credited with all time spent in traveling outside of working hours when authorized by the Employer.
- 23.2 When travel is by public carrier, time will be credited from one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination.
- 23.3 When travel is by automobile and the employee travels directly from his or her home or place of employment, time will be credited from the assigned hour of departure until he or she reaches the destination and from the assigned hour of departure from the destination until the employee reaches his or her home or place of employment.
- 23.4 When sleeping accommodation is provided, the hours between eleven (11:00) p.m. and the regular starting time of the employee shall not be credited.
- 23.5 When an employee is required to travel on his or her regular day off or a holiday listed in Article 48 (Holidays), he or she shall be credited with a minimum of four (4) hours.
- 23.6 All traveling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.

ARTICLE 24 - JOB SECURITY

24.1.1 NOTICE OF LAY-OFF

Where a lay-off may occur by reason of shortage of work or funds or the abolition of a position or other material change in organization, the identification of a surplus employee and the subsequent assignment, displacement or lay-off shall be in accordance with seniority subject to the conditions set out in this Article.

24.1.2 An employee shall receive six (6) months' notice of lay-off or pay in lieu thereof.

24.1.3 The notice period will begin when the employee receives official written notice. Copies of all such notices shall be provided to the Union.

24.2.1 GENERAL PRINCIPLES

Notwithstanding Article 24.1, a surplus employee shall be immediately placed in any Vacancy (in accordance with Article 24.3) that becomes available during the six (6) month notice period, provided the employee has not previously exercised his or her options under Displacement (Article 24.4), Separation Allowance (Article 24.5), Pension Bridging (see Letter of Understanding), or been placed in a vacancy by the Employer pursuant to Voluntary Exit Option (Article 24.6).

24.2.2 Once a surplus employee elects to exercise one (1) of the options outlined under Displacement (Article 24.4), Separation Allowance (article 24.5), Pension Bridging (see Letter of Understanding), or another employee offers to be declared surplus under the Voluntary Exit Option of Article 24.6 (but provided the offer is accepted by the Employer), whichever occurs first, the surplus employee shall not be entitled to exercise any of the other aforementioned options.

24.3.1 VACANCY

Where an employee is identified as surplus he or she shall be assigned on the basis of seniority to a vacancy in the bargaining unit provided he or she is qualified to perform the work and the salary maximum of the vacancy is not greater than three per cent (3%) above nor twenty per cent (20%) below the maximum salary of their classification as follows:

- a vacancy which is in the same class or position as the employee's class or position;
- a vacancy in a class or position in which the employee has served during his or her current term of continuous service; or another vacancy.

24.3.2 Where an employee is assigned to a vacancy in accordance with sub-section 24.3.1, section 5.4 of Article 5 (Pay Administration) shall apply.

24.3.3 Where a surplus employee has not been assigned to a vacancy in accordance with section 24.3.1, he or she shall be assigned on a retraining basis to a vacancy in the bargaining unit subject to the following conditions:

- (a) Such assignments shall be made on the basis of seniority;
- (b) Such assignments shall be made at any time during the six (6) month notice period prior to the employee's date of lay-off, where, based on information in its records or as provided by the Union or the surplus employee, the Employer determines that the employee has transferable skills which would enable him to meet the normal requirements of the work of the vacancy within a maximum retraining period of three months;
- (c) Such assignments shall be limited to a class has a salary maximum no greater than the maximum of the surplus employee's current class and Section 5.4 of Article 5 (Pay Administration) shall not apply;
- (d) Where a surplus employee is assigned to a vacancy in accordance with 24.3.3, his or her date of lay-off shall be extended to accommodate the retraining period, up to a maximum of three months, except that where the Employer determines prior to the end of the three month period that the employee is likely to meet the normal requirements of the work within a further three months beyond the initial three months, the Employer may extend the retraining period for a further three months;

- (e) A surplus employee who has been assigned to a vacancy in accordance with 24.3.3 shall have no rights under Article 24.3.1 following his or her original date of lay-off;
- (f) If, at the end of the retraining period, the Employer determines that the surplus employee meets the normal requirements of the vacancy to which he or she has been assigned, he or she shall be confirmed in that vacancy;
- (g) If, at the end of the retraining period, the Employer determines that the surplus employee does not meet the normal requirements of the vacancy to which he or she has been assigned, he or she shall be laid off without any additional notice under Article 24.1.2

24.3.4 Where an employee has been assigned 24.3.3 to a vacancy in a class with a salary maximum lower than the salary maximum of the class he or she held immediately prior to such assignment and subsequently he or she is laid off in accordance with 24.3.3(g), any termination payments to which he or she may be entitled under Article 53 (Termination Payments) shall be based on the salary he or she was receiving immediately prior to the assignment under 24.3.3.

24.3.5 The assignment of a surplus employee to a vacancy in accordance with Section 24.3.1 shall have priority over an assignment under 24.3.3.

24.3.6 An assignment under this Article shall not be considered a promotion or demotion.

24.3.7 Where an employee had been identified as surplus, reasonable time off with no loss of pay and with no loss of credits shall be granted to attend scheduled interviews for employment opportunities, provided that the time off does not unduly interfere with operating requirements

24.4.1 DISPLACEMENT

An employee who has completed his or her probationary period and who is subject to lay-off as a surplus employee, shall have the right to displace an employee who shall be identified by the Employer in the following manner and sequence:

- (a) The Employer will identify the employee with the least seniority in the same class in which the surplus employee is presently working and if such employee has less seniority than the surplus employee, he or she shall be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee;
- (b) If no employee in the same class has less seniority than the surplus employee, the Employer will identify the employee in the class in the same class series immediately below the class in which the surplus employee is presently working who has the least seniority and if he or she has less seniority than the surplus employee, he or she will be displaced by the surplus employee

provided that the surplus employee is qualified to perform the work of such employee;

- (c) Failing displacement under (a) or (b) the Employer will review the classes in the same class series in descending order until a class is found in which the employee with the least seniority in the class has less seniority than the surplus employee. In that event such employee will be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee;
- (d) Notwithstanding the above, in the event that there are one or more employees in one or more classes in another class series in which the surplus employee has served during his or her current length of continuous service who have less seniority than the surplus employee, the surplus employee will displace the employee with the least seniority in the class with the highest salary maximum (no greater than the current salary maximum of the surplus employee's class) and provided that the surplus employee has greater seniority than the displaced employee hereunder, provided that the surplus employee is qualified to perform the work of such employee.

24.4.2 Any displacement shall be limited to a class which has a salary maximum no greater than the maximum of the surplus employee's current class and Section 5.4 of Article 5 (Pay Administration) shall not apply.

24.4.3 No later than one (1) week following commencement of the notice period outlined in Article 24.1.2, the Employer will advise the surplus employee of the position(s) into which he or she is eligible to displace pursuant to Article 24.4.1.

24.4.4 The surplus employee must indicate in writing to the Chair, or his or her designee, his or her intention to displace the employee identified pursuant to Article 24.4.3 within one (1) week following the date of receiving such notice from the Employer. If he or she does not indicate his or her intent to displace another employee within this period, he or she shall be deemed to have opted to be laid off and the provisions of Section 24.3.3 shall not apply.

24.4.5 An employee who is displaced by an employee who exercises his or her rights under Article 24.4.1 shall be declared surplus and the provisions of Article 24 shall apply.

24.5.1 SEPARATION ALLOWANCE

Where an employee resigns within one month after receiving surplus notice, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of continuous service to a maximum of twelve (12) weeks' pay, plus on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of three thousand five hundred dollars (\$3,500.00).

24.5.2 Where an employee resigns later than one month after receiving surplus notice, he or she shall be entitled to a separation allowance of four (4) weeks' salary, plus on production of receipts from an approved educational program, within twelve (12) months of resignation, may be reimbursed for tuition fees up to a maximum of one thousand seven hundred and fifty dollars (\$1,750.00).

24.5.3 Employees who are laid off or who have resigned and received their pay in lieu of notice pursuant to Article 24.1.2 will receive, in addition to their Article 53 or 81 termination payments, a further severance package of one (1) week's salary for every completed year of continuous service. This paragraph will not apply to employees who are eligible to retire and receive an actuarially unreduced pension or, as a result of Pension Bridging (see Letter of Understanding) will become entitled to receive an actuarially unreduced pension. Employees who are entitled to the amount specified in Article 24.5.1 or 24.5.2 shall receive the amounts therein or the amount specified in this paragraph, whichever is greater.

24.6.1 VOLUNTARY EXIT OPTION

Subject to the conditions outlined in this Article 24.6, an employee who has not received notice of lay-off may offer to be declared surplus and give up his or her job for possible redeployment of a surplus employee who has received notice of lay-off within the previous two (2) week period, and whose position is in the same classification.

24.6.2 An employee shall advise the Chair, in writing, of his or her desire to make an offer referred to in Article 24.6.1.

24.6.3 The position of an employee making an offer under Article 24.6.1 will be considered to be a vacancy for redeployment of a surplus employee pursuant to Article 24.3 (Vacancy) provided the Employer determines the non-surplus employee's position will continue to be filled and the Employer accepts, in its sole discretion, the non-surplus employee's offer.

24.6.4 A non-surplus employee's offer to be declared surplus will not be acted upon by the Employer until such time as a surplus employee is assigned to the non-surplus employee's position in accordance with Article 24.3 (Vacancy). Where there is more than one surplus employee who could be transferred into the non-surplus employee's position, the Employer retains complete discretion as to which, if any, of the surplus employees will be transferred.

RECALL

24.7.1 A person who, prior to release, had completed at least nine (9) months of continuous service, may be re-appointed to his or her former position if that position is re-established within eighteen (18) months of his or her release and if there is no eligible surplus employee who is qualified to perform the work.

- 24.7.2 Where a person who, prior to release, had completed at least nine (9) months of continuous service, has been released and a position becomes vacant within eighteen (18) months after his or her release, notice of the vacancy shall be forwarded to the person at least fourteen (14) days prior to the closing date of the competition and he or she shall be appointed to the vacancy if:
- (a) he or she applies therefore within the fourteen (14) days, and
 - (b) he or she is qualified to perform the required duties, and
 - (c) no other person who is qualified to perform the required duties and who has a greater length of continuous service applies for the vacancy pursuant to this subsection.
- 24.7.3 Appointment under 24.7.2 shall be limited to a class which has a salary maximum no greater than the maximum of the class the person held when identified as a surplus employee and Section 5.4 of Article 5 (Pay Administration) shall not apply.
- 24.7.4 A person shall lose his or her rights under 24.7.2 when:
- (a) he or she does not attend a placement interview when requested by the Employer; or
 - (b) he or she does not accept an appointment in accordance with 24.7.2; or
 - (c) having accepted an appointment in accordance with 24.7.2, he or she fails to report for duty within two (2) weeks of receiving written notice of the appointment.
- 24.7.5 The assignment of a surplus employee to a vacancy in accordance with Section 24.6 shall have priority over an appointment under 24.7.1 and 24.7.2.
- 24.7.6 Where a person who has been released is reappointed under this Article to the same position or a position having the same classification as the position which he or she occupied immediately prior to his or her release, he or she shall be reappointed at a rate within the salary range applicable to the position equivalent to the rate at which he or she was paid immediately prior to his or her release.
- 24.7.7 Where a person who has been released is appointed under this Article to a position in a classification that is not the same as the classification of the position which he or she occupied immediately prior to his or her release, he or she shall be appointed at a rate within the salary range applicable to the position commensurate with his or her qualifications and experience, including previous relevant public service.
- 24.7.8 It is understood that when it is necessary to assign surplus employees or appoint persons in accordance with this Article, the provisions of Article 4 (Posting and Filling of Vacancies or New Positions) shall not apply.

JOB OFFER GUARANTEE

24.8 Not applicable

EDUCATION ALLOWANCE

24.9 Not applicable

24.10 Not applicable

24.11 For the purpose of Article 24, lay-off means the release from employment of an employee by the Employer where the Employer considers it necessary by reason of shortage of work or funds or the abolition of a position or other material change in organization.

REDEPLOYMENT COMMITTEE

24.12 Not applicable

24.13 Not applicable

PROBATIONARY EMPLOYEES

24.14 The job security provisions of section 24 apply to probationary employees as follows:

- The probationary employee's seniority shall be calculated from the first day of his or her probationary period, including any service, which is credited to the employee pursuant to Article 3.13.1.
- For the purposes of the application hereunder of Articles 24.2 and 24.6, and 26.7 to probationary employees, the probationary employee's continuous service and period of employment shall be deemed to have commenced with his or her most recent actual period of continuous employment.
- Article 24.4.5 shall not apply to grant probationary employees any greater rights than are herein provided.
- The following provision of Article 24 shall not be applied to probationary employees nor shall they have the benefit of any rights arising pursuant to: Article 24.4.

ARTICLE 25 - SENIORITY (LENGTH OF CONTINUOUS SERVICE)

25.1 An employee's length of continuing service will accumulate upon completion of a probationary period of not more than nine (9) months with the Employer, except

where extended to a maximum of twelve (12) months by agreement between the Union and the Employer, and shall be determined to have commenced:

- (a) from the date of appointment to the regular staff of the Employer, for those employees with no prior service with the Employer; or
- (b) from the date established by adding the actual number of full-time weeks worked by a full-time fixed-term employee during his or her full-time employment with the Employer back to the first break in employment which is greater than thirteen (13) weeks; or
- (c) for a regular part-time employee, from the date on which he or she commenced a period of unbroken, part-time employment with the Employer immediately prior to appointment to a regular part-time position with the Employer.

"Unbroken service" is that which is not interrupted by separation from employment; "full-time" is continuous employment based on thirty-six and one-quarter (36-1/4) hours a week.

Any leaves-of-absence granted under Article 3.9 shall be included in the calculation of length of continuous service.

25.2 Notwithstanding Article 25.1, where a regular part-time employee becomes a full-time employee covered by Parts A (Working Conditions) and B (Employee Benefits) of the Agreement, or where a full-time employee becomes a regular part-time employee, any service as a part-time employee which forms part of his or her unbroken service as a regular employee shall be calculated according to the following formula:

$$\frac{\text{Weekly Hours of Work as a Regular Part-time Employee}}{\text{Full-time hours of work for class (weekly)}} \times \text{Years of Continuous Service as a Regular Part-time Employee}$$

Changes in the employee's weekly hours of work shall be taken into account.

25.3 Where an employee has been released in accordance with Article 24 (Job Security) and rehired within two (2) years, the period of absence shall not be computed in determining the length of continuous service. However, periods of continuous service before and after such absence shall be considered continuous and are included in determining the length of continuous service.

25.4 Continuous service shall be deemed to have terminated if:

- (a) an employee resigns or retires; or
- (b) an employee is dismissed unless such dismissal is reversed through the grievance procedure; or
- (c) an employee is absent without leave in excess of ten (10) consecutive working days; or

- (d) an employee is released in accordance with Article 24 (Job Security) and remains released for more than two (2) years.

ARTICLE 26 - CLOSURE/DIVESTMENT/RELOCATION

- 26.1 Where a reorganization, closure, transfer, or the divestment, relocation or contracting-out of an operation in whole or in part will result in ten (10) or more surplus employees at WSIAT,
- (a) affected employees shall receive six (6) months' notice of lay-off or pay in lieu thereof as provided in Article 24.1.2, and
 - (b) the President of the Union shall be notified of the reorganization, closure, transfer, or the divestment, relocation or contracting-out prior to notification of affected employees, and
 - (c) the Labour Management Committee shall consult on issues related to layoff, displacement, and recall.

ARTICLE 27 - GRIEVANCE PROCEDURE

27.1 It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

27.2.1 STAGE ONE

An employee who believes he or she has a complaint or a difference shall first discuss the complaint or difference with his or her supervisor within twenty-five (25) days of first becoming aware of the complaint or difference, in order to give the immediate supervisor an opportunity of adjusting the complaint.

27.2.2 The immediate supervisor will review the employee's complaint or difference and give the employee his or he decision within ten (10) days of the discussion.

27.3.1 Not Applicable

27.3.2 STAGE TWO

If the complaint or difference is not resolved under Stage One, the employee may file a grievance, in writing, through the Union to the Director of Human Resources and Administration, or designee, within seven (7) days of the date that he or she received the decision under Stage One. In the event that no decision is received in accordance with the specified time limits in Stage One, the grievor may submit the grievance to the Director of Human Resources and Administration, or designee, in

writing, within seven (7) days of the date that the supervisor was required to give his or her decision in accordance with Stage One.

- 27.3.3 The Director of Human Resources and Administration, or designee, shall hold a meeting with the employee within twenty (20) days of the receipt of the grievance and shall give the grievor a decision in writing within ten (10) days of the meeting.
- 27.4 If the grievor is not satisfied with the decision of the Director of Human Resources and Administration, or designee, or if he or she does not receive the decision within the specified time the grievor may apply to the Grievance Settlement Board for a hearing of the grievance within fifteen (15) days of the date he or she received the decision or within fifteen (15) days of the specified time limit for receiving the decision.
- 27.5 The employee, at his or her option, may be accompanied and represented by a Union representative at each stage of the grievance procedure.
- 27.6.1 An employee who is a grievor or complainant and who makes application for a hearing before the Grievance Settlement Board or the Ontario Labour Relations Board shall be allowed leave-of-absence with no loss of pay and with no loss of credits, if required to be in attendance by the Board.
- 27.6.2 An employee who has a grievance and is required to attend meetings at Stage One and Two of the Grievance Procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.
- 27.6.3 This section shall also apply to the Union Steward who is authorized to represent the grievor. Before leaving the place of employment for the purpose of attending such meetings the Union Steward shall notify his or her supervisor. Permission to leave shall not be unreasonably denied.
- 27.6.4 The Union shall keep the Director of Human Resources and Administration, or designee, advised of the names of the Union Stewards.
- 27.7 Not Applicable.
- 27.8.1 DISMISSAL
- No employee who has completed probation shall be disciplined or discharged without just cause.
- 27.8.2 During the probationary period, an employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Employer in its sole discretion. Probationary employees may grieve that their discipline or dismissal was not for just cause. For the purposes of this Article and Agreement, the standard for disciplining or discharging a probationary employee is as follows:

- (a) just cause for discipline or dismissal exists where the Employer's decision was not made arbitrarily or in bad faith.

27.8.3 Any employee who is dismissed shall be entitled to file a grievance at the second stage of the grievance procedure provided he or she does so within twenty-five (25) days of the date of the dismissal.

27.9 INSURED BENEFITS GRIEVANCE

Not applicable.

27.10.1 SEXUAL/PERSONAL HARASSMENT

All employees covered by this Agreement have a right to freedom from harassment in the workplace by the Employer or agent of the Employer or by another employee because of race, ancestry, place of origin, colour, ethnic origin, sex, sexual orientation, citizenship, creed, age, record of offences, marital status, family status or handicap. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

27.10.2 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.

27.10.3.1 The time limits set out in Section 27.2.1 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.

27.10.3.2 Where, at any time either before the making of a complaint or the filing of a grievance under Article 27, 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 27.3.1 shall be 21 days or until the employee is given notice in writing of the results of the investigation, whichever is earlier.

27.10.3.3 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 27 to be presented to the supervisor may be presented directly to the Chair, or the Chair's designee, or any person appointed by the Chair specifically to deal with complaints or grievances

under this provision. It is agreed that the designee assigned will not be a person who is the subject of the complaint giving rise to the grievance.

27.10.4 Where it appears to the Grievance Settlement Board that an employee who is a grievor under this Article has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, the Grievance Settlement Board may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.

27.10.5 An employee who makes a complaint under this Article may be accompanied and represented by a Union 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.

27.11.1 CLASSIFICATION

An employee who alleges that his or her position is improperly classified may discuss his or her claim with his or her immediate supervisor at any time, provided that such discussions shall not be taken into account in the application of the time limits set out in this Article. An employee, however, shall have the right to file a grievance in accordance with the grievance procedure, specifying in the grievance what classification he or she claims.

27.11.2 If the matter is not satisfactorily resolved during the Grievance Procedure, it may be referred by either party to the Labour Management Committee established in Article 35.

27.11.3 The Employer, upon written request either by the employee, or by the Union, shall make available all information and provide copies of all documents which are relevant to the grievance.

27.11.4 PERFORMANCE APPRAISAL

An employee who believes that the Employer has conducted a performance appraisal in a manner that is arbitrary or in bad faith may file a grievance in accordance with this Article.

27.12.1 UNION GRIEVANCE

Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union shall be entitled to file a grievance at the second stage of the grievance procedure provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

27.12.2 Not applicable

27.12.3 Union grievances shall be signed by the President or Vice-President.

27.13 GENERAL

Where a grievance is not processed within the time allowed or has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.

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

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

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

27.17 DISCIPLINARY RECORD

At the request of the employee, any letter of reprimand, suspension or other sanction will be removed from the record/files of an employee three (3) years following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of similar offenses for the past three (3) years. Any such letter of reprimand, suspension, or other sanction once removed cannot be used in any subsequent proceedings.

27.18 EXPEDITED ARBITRATION PROCEDURE

Not applicable

ARTICLE 28 - LEAVE - UNION ACTIVITIES

28.1 Upon at least fourteen (14) days' written notice by the Union, leave-of-absence without pay but with no loss of credits shall be granted for not more than four (4) consecutive days for each employee delegate for the purpose of attending the Annual Convention.

28.2.1 Leave-of-absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in collective bargaining negotiations, including conciliation, mediation or first contract arbitration, provided that not more than five (5) employees at any one time shall be permitted such leave for any one set of such negotiations.

28.2.2 Not applicable

28.2.3 Members of the Union granted leaves-of-absence under sub-sections 28.2.1 shall also be granted reasonable time off without pay but with no loss of credits to attend Union bargaining team caucus sessions held immediately prior to such negotiations, conciliation, mediation or arbitration.

- 28.3 At the written request of the Union of at least fourteen (14) days, leaves-of-absence without pay but with no loss of credits shall be granted to an employee for the purpose of setting demands for negotiations. It is understood that the total time granted for each instance shall not exceed two (2) consecutive days for each employee.
- 28.4 Not applicable
- 28.5.1 Subject to sub-section 28.5.4 upon request by the Union, confirmed in writing, and provided that reasonable notice is given, leave-of-absence with no loss of pay and no loss of credits shall be granted to employees elected as Executive Board Members and Executive Officers of the Union, for the purpose of conducting the internal business affairs of the Union.
- 28.5.2 The Union will advise the Chair of the name or names of such employees, immediately following their election.
- 28.5.3 Subject to sub-section 28.5.4, leave-of-absence with no loss of pay and with no loss of credits shall be granted to accommodate reasonable travel time.
- 28.5.4 The Union will reimburse the Employer for the salary paid to members of the Executive Board and the Executive Officers granted leave under this Article.
- 28.6.1 When an employee is elected as the Union's President or First Vice-President, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Subject to sub-section 28.6.2, leave-of-absence with pay shall be granted for the duration of the current term of office.
- 28.6.2 During the term of such leave-of-absence, the Union will reimburse the Employer for the salary paid to the employee on such leave-of-absence and contribute the Employer's share of contributions to the OPSEU Pension Fund and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of attendance credits accumulated during the leave-of-absence. The Union will make the Employer's contribution for Employment Insurance.
- 28.6.3 On completion of the employee's term of office, the President or First Vice-President may return to their previous employment and service shall be deemed to be continuous for all purposes. Any leave-of-absence extending beyond the initial term of office of the President or First Vice-President shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave-of-absence.
- 28.7 The employee shall discuss any required leave with his or her supervisor at the earliest opportunity.

28.8 All requests for leave-of-absence permitted in these sections shall be sent to the Chair. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.

28.9 Either the president of a local or his or her designee shall be granted a leave-of-absence with pay and no loss of credits to conduct the internal affairs of the local on the following basis:

- (a) only the local president or his or her designee shall be granted such leave;
- (b) the leave shall be for a single period of not more than four (4) hours every two (2) weeks, and unused leave shall not be cumulative;
- (c) the leave shall, to the extent possible, be taken at the same time on the same day every two (2) weeks, as pre-arranged between the local president and his or her supervisor;
- (d) the local president or his or her designee shall not, during any period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business, or use any of the Employer's equipment or other resources; and
- (e) section 28.5.3 shall not apply.

A list of the names of the Union officials who are employees of the Employer shall be sent to the Chair. The Union shall provide updated lists as changes are made, and shall provide a master list to the Chair annually.

ARTICLE 29 - LEAVE WITHOUT PAY

29.1 An employee may request a leave-of-absence without pay and without accumulation of credits. The Chair shall not unreasonably deny such requests.

ARTICLE 30 - LEAVE - SPECIAL

30.1 Leave-of-absence with pay and with no loss of credits may be granted for special or compassionate purposes to an employee with the approval of the Chair.

30.2.1 SELF FUNDED LEAVE

An employee may apply to participate in the self-funded leave plan as permitted under the *Income Tax Act (Canada)* in order to defer pre tax salary dollars to fund a leave of absence. The deferral period must be at least one year and not more than four years.

30.2.2 The funds being deferred will be held in a trust account with the financial institution the employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.

- 30.2.3 Notwithstanding Article 40.2, during the leave the employees insured benefits will be continued where the employee continues to pay for his/her portion.
- 30.2.4 On return from the leave, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that he/she had attained when the leave commenced. If the position no longer exists the employee shall be assigned to a position at the same class and level.

ARTICLE 31 - LEAVE - FOREIGN, INTERGOVERNMENTAL

- 31.1 Leave-of-absence with or without pay may be granted to an employee for a period of one (1) year or more for the purpose of undertaking employment with the Government of Canada in connection with a foreign aid program or employment with a foreign government or other public agency.

ARTICLE 32 - LEAVE - JURY DUTY

- 32.1 Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness, the employee may, at his or her option:
- (a) treat the absence as leave without pay and retain any fee he or she receives as a juror or as a witness; or
 - (b) deduct the period of absence from his or her vacation leave-of-absence credits or his or her authorized overtime credits and retain any fee received as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the Employer any fee received as a juror or as a witness.

ARTICLE 33 - LEAVE - MILITARY SERVICE

- 33.1 The Chair may grant leave-of-absence for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to an employee for the purpose of Canadian Forces Reserve training.

ARTICLE 34 - LEAVE CREDITS REPORTS

- 34.1 As soon as practicable following the end of each quarter, every employee shall be advised of the number of vacation and attendance credits to which he or she is entitled.

ARTICLE 35 - LABOUR-MANAGEMENT COMMITTEE

- 35.1 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations.
- 35.2 The Employer and the Union shall establish a Labour-Management Committee consisting of three (3) Union representatives and three (3) Management representatives, with the capacity of either party to bring in an additional resource person from the Union or the Employer. The Committee shall be co-chaired alternately by a representative selected by Management and a representative selected by the Union. The Committee will meet once every three (3) months (i.e. quarterly) and more or less frequently by mutual agreement. The Committee will provide a forum for on-going communication and the joint consideration of various matters which are of concern to the parties.
- 35.3 All meetings of the Labour-Management Committee shall occur during working hours. Union Committee members shall be allowed time off with pay to attend such meetings.
- 35.4 While the Labour-Management 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 alter, amend, add to or modify the terms of this Agreement.
- 35.5 At each Labour-Management Committee meeting, the Employer shall provide the Union with an updated organization chart that includes vacancies and leaves.

ARTICLE 36 - INFORMATION TO NEW EMPLOYEES

- 36.1 Whenever a new bargaining unit employee is hired by the Employer, the Local Unit Steward will be copied on the Employer letter confirming the new hire.
- 36.2 The Employer shall make sufficient copies of the Collective Agreement available to ensure that all employees have access to the Collective Agreement.

ARTICLE 37 - COST SHARING

37. The Employer and the Union agree to share equally the cost of printing the Collective Agreement and the cost of meeting rooms used during negotiations.

ARTICLE 38 - NOT APPLICABLE

PART B - BENEFITS FOR FULL TIME EMPLOYEES

ARTICLE 39 - APPLICATION OF PART B. EMPLOYEE BENEFITS

39. The benefits described in Articles 40 to 57 apply to all permanent employees in the bargaining unit represented by the Ontario Public Service Employees Union.

ARTICLE 40 - INSURED BENEFITS

- 40.1 For the purposes of this Part, Insured Benefits means Basic Life Insurance, Supplementary Life Insurance, Spousal Life Insurance, Child Life Insurance, Vision Care and Hearing Aid Plan, Long Term Income Protection, Supplementary Health and Hospital Insurance Plan and Dental Plan, or such amended Insured Benefits as may be introduced during the term of this Agreement.
- 40.2 The Employer and employees will share the cost of premium payments necessary to obtain the coverage for Insured Benefits, on the same terms and proportions as provided for the Employer's management staff. All Insured Benefits are subject to the terms and conditions specified in the various plans and policies and are payable by the insurer and not the Employer. Any dispute over payment of Insured Benefits under any plan or policy shall be adjusted between the employee and the insurer concerned.
- 40.3 When requested, the Employer shall provide an employee or the Union with copies of the plans and policies currently in effect for Insured Benefits.
- 40.4.1 If, at any time during the term of this Agreement, the level of Insured Benefits specified in Article 40.2 is materially reduced, the Union may elect one of the following options:
- (a) accept such changes in the level of Insured Benefits; or
 - (b) notify the Employer of its desire to transfer to the Ontario Public Service/OPSEU Plan then in place for Insured Benefits. Funding by the Employer and the employees will thereafter be in accordance with the terms of the Ontario Public Service/OPSEU Plan.
- 40.4.2 In the event the Union invokes Article 40.4.1 (b), the Employer and the Union agree that the provisions of Article 52 will be amended as necessary to ensure that the terms and conditions of the Short Term Sickness Plan appropriately dovetail with the Insured Benefits under Article 40. Any dispute regarding the necessary amendment(s) may be referred to arbitration by either party as a grievance under this Agreement.

ARTICLE 41 – PENSION

41. The Employer shall participate in the OPSEU Pension Plan and/or Fund and will make contributions to the Plan and/or Fund as required by law.

ARTICLE 42 - 46 NOT APPLICABLE

ARTICLE 47 - VACATIONS AND VACATION CREDITS

- 47.1 A permanent employee shall earn vacation credits at the following rates:
- (a) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service;
 - (b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service;
 - (c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service;
 - (d) Two and one-half (2-1/2) days per month after twenty-six (26) years of continuous service.
- 47.2 An employee is entitled to vacation credits under section 47.1 in respect of a month or part thereof in which he is at work or on leave with pay.
- 47.3.1 An employee is not entitled to vacation credits under section 47.1 in respect of a whole month in which he is absent from duty for any reason other than vacation leave-of-absence or leave-of-absence with pay.
- 47.3.2 Where an employee is absent by reason of an injury or industrial disease for which an award is made under the *Workplace Safety and Insurance Act*, he shall accrue vacation credits only for the period during which he is in receipt of salary in accordance with Article 54.2.
- 47.4 An employee shall be credited with their vacation for a calendar year at the commencement of each calendar year.
- 47.5 An employee may accumulate vacation to a maximum of twice their annual accrual but shall be required to reduce their accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 47.6 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until they have completed six (6) months of continuous service.

- 47.7 An employee with over six (6) months of continuous service may, with the approval of his or her Manager, take vacation to the extent of their vacation entitlement and their vacation credits shall be reduced by any such vacation taken.
- 47.8 Where an employee has completed twenty-five (25) years of continuous service, there shall be added, on that occasion only, five (5) days of vacation to their accumulated vacation entitlement.
- 47.9 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which they attain sixty-four (64) years of age is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which they attain the age of sixty-five (65) years.
- 47.10 Where an employee leaves the Employer's service prior to the completion of six (6) months service as computed in accordance with section 47.7, they are entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of their employment.
- 47.11 An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to their credit at the date they cease to be an employee, or at the date they qualify for payments under the Long Term Income Protection plan as defined under Article 40, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.
- 47.12 An employee who has completed their probationary period shall, upon giving at least two (2) months' written notice, receive, before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:
- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation;
 - (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the two (2) month period immediately preceding commencement of his vacation leave, and rounded to the closest ten dollars (\$10) below such net amount;
 - (c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.
- Any additional amount due the employee as a result of the application of (b) and (c) above will be paid to the employee in the normal manner.
- 47.13 For the purposes of this article, an employee may include any continuous service as a Crown employee including continuous service in the Public Service of Ontario and/or as fixed-term staff at the Employer immediately prior to their appointment as a permanent employee.

ARTICLE 48 - HOLIDAYS

48.1 An employee shall be entitled to the following paid holidays each year:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Any special holiday as proclaimed by the Governor General or Lieutenant Governor.

48.2 When a holiday specified in section 48.1 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

48.3 Not applicable

ARTICLE 49 - BEREAVEMENT LEAVE

49.1 An employee shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of his spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian. For the purposes of this Article a spouse is someone who is legally married to the employee, in a common-law relationship with the employee, or is a same sex partner of the employee who cohabits with the employee.

49.2 An employee who would otherwise have been at work shall be allowed one (1) day leave-of-absence with pay in the event of the death and to attend the funeral of his aunt, uncle, niece or nephew.

49.3 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave-of-absence without pay to attend the funeral of a relative listed in sections 49.1 and 49.2 above if the location of the funeral is greater than five hundred kilometres (500 km) from the employee's residence.

ARTICLE 50 - PREGNANCY LEAVE

- 50.1 The Employer shall grant leave-of-absence without pay to a pregnant employee who has served at least thirteen (13) weeks including service as a Crown employee immediately prior to her appointment as a permanent employee.
- 50.2.1 The leave-of-absence shall be in accordance with the provisions of *the Employment Standards Act*.
- 50.2.2 Notwithstanding Articles 47.2, 47.3.1, 52.12 and 53.6(a), vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 50.3.1 An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act*, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 50.3.2 In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented, and
 - (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.
- 50.3.3 Notwithstanding 50.3.2(a) and (b), where an employee assigned to a vacancy in accordance with Article 18.7.2 (Health and Safety - VDT's) is eligible to receive an allowance under this Article, and the salary rate she was receiving on the last day worked prior to the pregnancy leave is less than the salary rate she was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the assignment.
- 50.4 An employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so.

- 50.5 An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than an additional thirty-five (35) weeks in accordance with the provisions of parental leave granted under Article 51 (but up to a combined maximum of fifty-two (52) weeks inclusive of pregnancy leave).
- 50.6.1 A female employee returning from a leave-of-absence under section 50.1 or 50.5 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-of-absence.
- 50.6.2 An employee who has been assigned in accordance with Article 18.7.2 and who returns from a leave-of-absence under this Article, shall be assigned to the position she occupied immediately prior to the assignment under Article 18.7.2 and be paid at the step in the salary range that she would have attained had she worked during the leave-of-absence.
- 50.7 In accordance with 50.3.2(a) and (b), and 50.3.3, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.
- 50.8 The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

ARTICLE 51 - PARENTAL LEAVE

- 51.1.1 The Employer shall grant a parental leave-of-absence without pay to an employee who has served at least thirteen (13) weeks, including service as a Crown employee immediately prior to his or her appointment as a permanent employee.
- 51.1.2 Notwithstanding Articles 47.2, 47.3.1, 52.12 and 53.6(a), vacation credits, seniority and service continue to accrue during the parental leave.
- 51.2 Parental leave may begin,
- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time;
 - (b) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time; and
 - (c) the parental leave of 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 the parent for the first time.

Parental leave shall end thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier day if the person gives the Employer at least four (4) weeks written notice of that day.

- 51.3 An employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.
- 51.4 Except for an employee to whom Article 50 applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than seventeen (17) weeks (but up to a combined maximum of fifty-two (52) weeks inclusive of parental leave).
- 51.5.1 An employee who is entitled to parental leave under this Article, who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act*, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 51.5.2 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) Except for employees who have already served a two-week waiting period for EI benefits, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the parental leave, but which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented, and
 - (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the parental leave, but which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her classification as they are implemented.
- 51.6 An employee returning from a leave-of-absence under sections 51.1.1 or 51.4 shall be assigned to his or her former position and be paid at the step in the salary range that he or she would have attained had he or she worked during the leave-of-absence.
- 51.7 In accordance with 51.5.2, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the parental leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.

ARTICLE 52 - SHORT TERM SICKNESS PLAN

- 52.1 An employee who is unable to attend to his duties due to sickness or injury is entitled to leave-of-absence with pay as follows:
- (i) with regular salary for the first six (6) working days of absence,
 - (ii) with seventy-five percent (75%) of regular salary for an additional seventy-nine (79) working days of absence, in each calendar year.
- 52.2 An employee is not entitled to leave-of-absence with pay under section 52.1 of this Article until he has completed twenty (20) consecutive working days of employment.
- 52.3 Where an employee is on a sick leave-of-absence which commences in one calendar year and continues into the following calendar year, he is not entitled to leave-of-absence with pay under section 52.1 of this Article for more than eighty-five (85) working days in the two (2) years until he has returned to work for twenty (20) consecutive working days.
- 52.4 An employee who has used leave-of-absence with pay for eighty-five (85) working days in a calendar year under section 52.1 of this Article must complete twenty (20) consecutive working days before he is entitled to further leave under section 52.1 in the next calendar year.
- 52.5.1 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.
- 52.5.2 Notwithstanding any other provision in Article 52, in the event the terms of the Short Term Sickness Plan for the Employer's management staff change during the term of this Agreement, the parties agree that the above provisions will be amended as necessary to ensure that the same terms and conditions apply to employees covered by this Agreement effective on the same date as for the Employer's management staff. Any dispute regarding the necessary amendment(s) may be referred to arbitration by either party as a grievance under this Agreement.
- 52.6 **USE OF ACCUMULATED CREDITS**
- An employee on leave-of-absence under sub-section 52.1(ii) of this Article may, at his option, have one-quarter (1/4) of a day deducted from his accumulated credits (vacation or overtime credits) for each such day of absence and receive regular pay.
- 52.7 Not applicable
- 52.8 Not applicable

- 52.9 Where, for reasons of health, an employee is frequently absent or unable to perform their duties, the Employer may require them to submit to a medical examination at the expense of the Employer.
- 52.10 After five (5) days' consecutive absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer, certifying that the employee is unable to attend to his official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the Employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days.
- 52.11 Employees returning from Long Term Income Protection to resume employment in accordance with that plan must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 52.12 For the purposes of this Article twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.
- 52.13 ATTENDANCE REVIEW MEETINGS

Where an employee is interviewed by a member or members of management in respect of the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance record upon which that interview was based shall be admissible before the Grievance Settlement Board in the arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have union representation at that interview, and the employee either had such union representation or declined that representation in writing prior to the interview.

ARTICLE 53 - TERMINATION PAYMENTS

- 53.1 Not applicable
- 53.2 Not applicable
- 53.3.1 A permanent employee who has completed a minimum of one (1) year of continuous service as a crown employee (including service with the Ontario Public Service if applicable) and who ceases to be an employee because of,
- (i) death;
 - (ii) retirement pursuant to a disability allowance under applicable provisions of the OPSEU Pension Plan; or

- (iii) release from employment due to shortage of work, funds or abolition of a position or other material change in organization,

is entitled to severance pay for continuous service equal to one week of salary for each continuous year of service.

53.3.2 A permanent employee who has completed a minimum of five (5) years of continuous service as a crown employee (including service with the Ontario Public Service if applicable) and who ceases to be an employee for any reason other than,

- (i) dismissal for cause, or
- (ii) abandonment of position under the conditions described in section 42 of the *Public Service of Ontario Act, 2006*;

is entitled to severance pay for continuous service equal to one (1) week of salary for each year of continuous service accrued up to and including June 30, 2010 (i.e. employees do not continue to accrue service for the purposes of this Article 53.3.2 following June 30, 2010).

53.4 An employee on probationary staff is not entitled to severance pay under section 53.3.

53.5 (1) The total of the amount paid to an employee in respect of severance pay shall not exceed one-half (1/2) of the annual salary of the employee at the date when they cease to be an employee.

(2) The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when they cease to be an employee.

(3) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and,

- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
- (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.

53.6 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled under Article 53.3.2, an employee's continuous service shall not include any period:

(a) when he is on leave-of-absence without pay for greater than thirty (30) days, or for a period which constitutes a hiatus in service, i.e.:

- (1) Political Activity
- (2) Lay-off (Article 24, Job Security)
- (3) Education Leave

53.7 An employee may receive only one (1) termination payment for a given period of continuous service.

- 53.8 Notwithstanding section 53.7, an employee who has been released in accordance with Article 24 (Job Security) and who is subsequently reappointed in accordance with section 25.3 of Article 25 (Seniority) may, at his option, repay any termination payments received under this Article to the Employer, and, thereby, restore termination pay entitlements for the period of continuous service represented by the payment.

ARTICLE 54 – WORKPLACE SAFETY AND INSURANCE

- 54.1 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under *The Workplace Safety and Insurance Act*, their salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which they are entitled under sections 52.1 and 52.6 of Article 52 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 54.2 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under *The Workplace Safety and Insurance Act*, their salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or industrial disease, and any absence in respect of the injury or industrial disease shall not be charged against their credits.
- 54.3 Where an award is made under *The Workplace Safety and Insurance Act* to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in section 54.2 and the employee has accumulated credits, their regular salary may be paid and the difference between the regular salary paid after the period set out in section 54.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits.
- 54.4 Where an employee receives an award under *The Workplace Safety and Insurance Act*, and the award applies for longer than the period set out in section 54.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, L.T.I.P., Supplementary Health and Hospital and the Dental Plan for the period during which the employee is receiving the award. The Employer shall continue to make the Employer's pension contributions unless the employee gives the Employer a written notice that the employee does not intend to make the employee's pension contributions.
- 54.5 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the *Workplace Safety and Insurance Act*, the employee shall not be entitled to a leave-of-absence with pay under Article 52 (Short Term Sickness Plan) as an option following the expiry of the application of section 54.2.

54.6 Notwithstanding Article 54.2, salary payments under Article 54.2 shall be reduced to the extent necessary to provide that an employee's net earnings equal no more than one hundred percent (100%) of his or her net earnings prior to the commencement of his or her absence.

ARTICLE 55 - SPECIAL AND COMPASSIONATE LEAVE

55.1 The Tribunal Chair or his or her designee may grant an employee leave-of-absence with pay for not more than three (3) days in a year upon special or compassionate grounds.

55.2.1.1 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

ARTICLE 56 - ENTITLEMENT ON DEATH

56.1 Where an employee who has served more than six (6) months dies, there shall be paid to his or her personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of,

- (a) one-twelfth (1/12) of the employee's annual salary; and
- (b) the employee's salary for the period of vacation leave-of-absence and overtime credits that have accrued.

56.2 Where an employee dies, there shall be paid to his or her personal representative or, if there is no personal representative, to such person as the Employer determines, an amount in respect of severance pay computed in the manner and subject to the conditions set out in Article 53 (Termination Payments). Any severance pay to which an employee is entitled shall be reduced by the amount equal to one-twelfth (1/12) of his annual salary.

ARTICLE 57 - NOT APPLICABLE.

PART C – PERMANENT PART TIME EMPLOYEES

ARTICLE 58 - APPLICATION OF PART C. PERMANENT PART-TIME EMPLOYEES

58.1 The only terms of this Agreement that apply to employees who are bargaining unit permanent part time employees are those that are set out in this Part. No provisions in this Agreement other than those included in this Part shall apply to permanent employees in part-time positions.

ARTICLE 59 – OTHER APPLICABLE ARTICLES, PERMANENT PART-TIME EMPLOYEES

59.1 The following Articles of this Agreement shall also apply to permanent part-time employees:

ARTICLE 1	Recognition
ARTICLE A	No Discrimination/Employment Equity
ARTICLE 2	Check-off of Union Dues
ARTICLE 6	Temporary Assignments
ARTICLE 9	Scheduled Tour of Duty or Shift
ARTICLE 10	Shift Schedules
ARTICLE 11	Shift Premium
ARTICLE 12	Rest Periods (On a pro rata basis).
ARTICLE 14	Call Back
ARTICLE 16	On-Call Duty
ARTICLE 17	Meal Allowance
ARTICLE 21	Non-Pyramiding of Premium Payments
ARTICLE 22	Kilometric Rates
ARTICLE 23	Time Credits While Travelling
ARTICLE 25	Seniority (Length of Continuous Service)
ARTICLE 26	Closing of Facilities
ARTICLE 27	Grievance Procedure
ARTICLE 28	Leave - Union Activities
ARTICLE 29	Leave Without Pay
ARTICLE 30	Leave - Special
ARTICLE 31	Leave - Foreign, Intergovernmental
ARTICLE 32	Leave - Jury Duty
ARTICLE 33	Leave - Military Service
ARTICLE 34	Leave Credits Report
ARTICLE 35	Labour/Management Committee
ARTICLE 36	Information to New Employees
ARTICLE 85	Classification and Salary
ARTICLE 86	Term of Agreement

ARTICLE 60 - POSTING AND FILLING OF PERMANENT PART-TIME POSITIONS

60.1 When a vacancy occurs for a permanent part-time position in the bargaining unit or a new permanent part-time position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date when advertised internally within the Employer only, or it shall be advertised for at least ten (10) working days prior to the established closing date when advertised both internally and externally. Only the applications of candidates selected for testing and/or an interview will be acknowledged. Notice of vacancies shall be posted electronically and, where practicable, on bulletin boards.

- 60.2 The notice of vacancy shall state, where applicable, the nature and title of the position, salary, qualifications required, the "weekly hours of work" and the "basic hourly rate" or the weekly rate" of pay as defined in Article 62 (Pay and Benefits Administration), and the area in which the position exists.
- 60.3.1 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the deciding factor. For the purposes of this Article 60.3.1 only, fixed-term employees will be deemed to have that seniority which they would obtain pursuant to Articles 25.1 and 25.4 upon becoming a regular employee.
- 60.3.2 Notwithstanding subsection 60.3.1, and subject to any incompatible provision of the law, the Union and the Employer may agree that employment equity may be the determining factor where qualifications and ability are relatively equal and that it may be the overriding consideration. Such agreements will be made in advance of job postings and may be based on individual positions, groups of positions, classifications or other groupings of jobs as appropriate.
- 60.3.3 Agreements under subsection 60.3.2 will be based on an analysis of workforce data and employment systems indicating that a designated group is or groups are under-represented.
- 60.3.4 It is recognized that in accordance with section 14 of the *Ontario Human Rights Code*, the Employer's employment equity program shall not be considered a contravention of this article.
- 60.4 An applicant who is invited to attend a job interview within the Ontario Public Service or with the Employer shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.
- 60.5.1 With the agreement of the Union, the employee and the Employer, an employee may be assigned to a vacancy where the classification of the vacant position is identical to the classification of the position occupied by the employee and the provisions of sections 60.1, 60.2, 60.3, and 60.4 shall not apply.
- 60.5.2 The assignment of an employee to a vacancy in accordance with Articles 30, 72, 78 and 79 or in accordance with Long Term Income Protection shall have priority over an assignment under section 60.5.1.
- 60.6 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

ARTICLE 61 - HOURS OF WORK

- 61.1 The regularly scheduled hours of work for a permanent part-time position shall be as determined by the Employer, provided that they are:
- (a) less than thirty-six and one-quarter (36-1/4), but not less than fourteen (14) hours per week; or
 - (b) less than twenty (20) full days over a period of four (4) consecutive weeks, but not less than nine (9) full days of seven and one-quarter (7-1/4) hours.

ARTICLE 62 - PAY AND BENEFITS ADMINISTRATION

- 62.1 The "basic hourly rate" of pay for permanent part-time employees is the basic hourly rate for the class, except where the basic hourly rate for the class does not exist in which case it is the weekly rate of the class divided by thirty-six and a quarter (36-1/4).
- 62.2 The "weekly rate" of pay for permanent part-time employees is the basic hourly rate times the applicable weekly hours of work.
- 62.3 "Weekly hours of work" shall be the average of the regularly scheduled weekly hours of a position calculated over a period of four (4) consecutive weeks.

ARTICLE 63 - NON-WORKING DAY

- 63.1 "Non-Working Day" means a day on which the employee is not scheduled to work to complete his regularly scheduled hours.

ARTICLE 64 - OVERTIME

- 64.1.1 "Overtime" means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7-1/4) hours on a normal working day and for all hours worked on a non-working day.
- 64.1.2 In the assignment of overtime, the Employer agrees to distribute overtime in a fair and equitable manner after having ensured that all its operational requirements are met.
- 64.2.1 Except for employees in classifications assigned to Schedule 6, overtime shall be paid at one and one-half (1-1/2) times the basic hourly rate.
- 64.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.

- 64.3 Not applicable.
- 64.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate.
- 64.5 Not applicable
- 64.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

ARTICLE 65 - STAND-BY TIME

- 65.1 "Stand-By Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
 - (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the work place.
- 65.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- 65.3 Where stand-by is not previously authorized in writing, payment as per section 65.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- 65.4 When an employee is required to standby, he or she shall receive payment of the stand-by hours at one-half (1/2) his or her basic hourly rate with a minimum credit of two (2) hours pay at his or her basic hourly rate.

ARTICLE 66 - HOLIDAY PAYMENT

- 66.1.1 An employee shall be entitled to a paid holiday each year on each of the following days which fall on a day that is a regularly scheduled work day for the employee:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day

Any special holiday as proclaimed by the Governor General or the Lieutenant Governor.

- 66.1.2 An employee shall be compensated for each of the holidays to which he is entitled under sub-section 66.1.1. The compensation shall be equivalent to that of his regularly scheduled working day, but shall not exceed seven and one-quarter (7-1/4) hours.
- 66.2 When an employee works on a holiday listed in sub-section 66.1.1, in addition to any compensation to which he or she may be entitled under sub-section 66.1.2, the employee shall be paid at the rate of two (2) times the basic hourly rate for all hours worked with a minimum credit of the number of hours in his or her regularly scheduled working day. This section does not apply to employees in classifications assigned to Schedule 6.
- 66.3 In addition to any compensation to which he or she may be entitled under sub-section 66.1.2, an employee in a classification assigned to Schedule 6 shall receive equivalent time off for work on a holiday listed in sub-section 66.1.1.

ARTICLE 67 - ISOLATION PAY

- 67.1 Not applicable.

ARTICLE 68 - HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

- 68.1.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment as per the *Occupational Health and Safety Act*. It is agreed that both the Employer and the Union shall cooperate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 68.1.2 The Employer shall provide safety equipment and protective clothing where it requires that such be worn by the employees.

VIDEO DISPLAY TERMINALS

- 68.2 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 and shall perform other duties.
- 68.3 At the beginning of assignment to a VDT and every twenty-four (24) months thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day may elect or may be required to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:
- (a) unaided visual acuity (letter chart test)
 - (b) refractive findings
 - (c) corrected visual acuity

- (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 fifty dollars (\$50.00) for such examination, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- 68.4.1 A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.
 - 68.4.2 Upon receipt of the written request specified in 68.4.1, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit, provided that she is able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of the classification of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest salary maximum. The assignment of a surplus employee to a vacancy, in accordance with Article 24 (Job Security), shall have priority over an assignment under this section.
 - 68.4.3 Where an employee is assigned to a vacancy in accordance with this section, the provisions of Article 60 (Posting and Filling of Regular Part-Time Positions) shall have no application.
 - 68.4.4 Where an employee is assigned, under 68.4.2, to a position in a classification with a lower salary maximum than the salary maximum of the classification of the position from which she was assigned, she shall be paid at the rate within the salary range of the classification of the position to which she has been assigned under 68.4.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
 - 68.4.5 Where it is not possible to assign an employee in accordance with 68.4.2, the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence pregnancy leave of absence in accordance with Article 78 (Pregnancy Leave).
 - 68.4.6 An employee who does not accept an assignment made in accordance with 68.4.2, may elect either to continue work in her original position or request leave of absence in accordance with 68.4.5.
- 68.5 Video display terminal work stations shall be equipped with tables or stands for the terminal to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is

adjustable in height, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.

ARTICLE 69 - BENEFITS GENERAL

- 69.1 For the purposes of this Article, Insured Benefits means Basic Life Insurance, Supplementary Life Insurance, Spousal Life Insurance, Child Life Insurance, Vision Care and Hearing Aid Plan, Long Term Income Protection, Supplementary Health and Hospital Insurance Plan and Dental Plan, or such amended Insured Benefits as may be introduced during the term of this Agreement by the Employer for Permanent Part-time employees.
- 69.2 The Employer and Permanent part-time employees will share the cost of premium payments necessary to obtain the coverage for Insured Benefits, on the same terms and proportions as provided for the Employer's management staff. All Insured Benefits are subject to the terms and conditions specified in the various plans and policies and are payable by the insurer and not the Employer. Any dispute over payment of Insured Benefits under any plan or policy shall be adjusted between the employee and the insurer concerned.
- 69.3 When requested, the Employer shall provide a permanent part-time employee or the Union with copies of the plans and policies currently in effect for Insured Benefits.

ARTICLES 70 TO 75 - NOT APPLICABLE

ARTICLE 76 - VACATIONS AND VACATION CREDITS

- 76.1 An employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that his weekly hours of work bear to full-time employment:
- (a) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service;
 - (b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service;
 - (c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service;
 - (d) Two and one-half (2-1/2) days per month after twenty-six (26) years of continuous service.
- 76.2 An employee is entitled to vacation credits under section 76.1 in respect of a month or part thereof in which he is at work or on leave with pay.

- 76.3.1 An employee is not entitled to vacation credits under section 76.1 in respect of a whole month in which he is absent from duty for any reason other than vacation leave-of-absence or leave-of-absence with pay.
- 76.3.2 Where an employee is absent by reason of an injury or industrial disease for which an award is made under the *Workplace Safety and Insurance Act*, he shall accrue vacation credits only for the period during which he is in receipt of salary in accordance with Article 82.2.
- 76.4 An employee shall be credited with his vacation for a calendar year at the commencement of each calendar year.
- 76.5 An employee may accumulate vacation to a maximum of twice his annual accrual but shall be required to reduce his accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 76.6 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he has completed six (6) months of service.
- 76.7 An employee with over six (6) months of service may, with the approval of the Chair, take vacation to the extent of his vacation entitlement and his vacation credits shall be reduced by any such vacation taken. For this purpose, an employee may include any continuous employment as a permanent part-time employee, or as a full-time employee immediately prior to his appointment to the permanent staff.
- 76.8 Where an employee has completed twenty-five (25) years of service, there shall be added to his accumulated vacation, on that occasion only, that portion of five (5) days' vacation represented by the ratio his weekly hours of work bear to full-time employment.
- 76.9 An employee who completes twenty-five (25) years of service on or before the last day of the month in which he becomes sixty-four (64) years of age, is entitled to that portion of five (5) days pre-retirement leave with pay, represented by the ratio his weekly hours of work bear to full-time employment, at the beginning of the month following his sixty-fourth (64th) birthday.
- 76.10 Where an employee leaves his or her employment prior to the completion of six (6) months service as computed in accordance with section 76.7, he or she is entitled to vacation pay at the rate of four percent (4%) of total earnings paid during the period of his employment.
- 76.11 An employee who has completed six (6) or more months of service shall be paid for any earned and unused vacation standing to his or her credit at the date he or she ceased to be an employee, or, at the date he or she qualifies for payments under the Long Term Income Protection plan as defined under Article 72 and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.

- 76.12 An employee's service shall not include any period:
- (a) when he or she is on leave-of-absence without pay for more than thirty (30) days or a period which constitutes a hiatus in service, i.e.:
 - (1) Political Activity
 - (2) Release from Employment
 - (3) Education leave
 - (b) when he or she is receiving benefits under the Long Term Income Protection plan,
 - (c) after the first six (6) months that he or she is receiving benefits pursuant to an award under the *Workplace Safety and Insurance Act*, but this clause shall not apply during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the regular salary of the employee and the compensation awarded.

76.13 An employee who has completed his or her probationary period shall, upon giving at least two (2) months' written notice, receive before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:

- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation;
- (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the two (2) month period immediately preceding commencement of the vacation leave, and rounded to the closest ten dollars (\$10) below such net amount;
- (c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

Any additional amount due the employee as a result of the application of 76.13(b) and 76.13(c) above will be paid to the employee in the normal manner.

76.14 For the purposes of this article, an employee may include any continuous service as a Crown employee including continuous service in the Public Service of Ontario and/or as fixed-term staff at the Employer immediately prior to their appointment as a permanent employee.

ARTICLE 77 - BEREAVEMENT LEAVE

- 77.1 An employee shall be allowed up to three (3) consecutive calendar days leave-of-absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian. For the purposes of this Article a spouse is someone who is legally married to the employee, in a common-law relationship with the employee, or is same sex partner of the employee who cohabits with the employee.
- 77.2 An employee who would otherwise have been at work shall be allowed one (1) day leave-of-absence with pay in the event of the death and to attend the funeral of his aunt, uncle, niece or nephew.
- 77.3 In addition to the foregoing, an employee shall be allowed up to two (2) days leave-of-absence without pay to attend the funeral of a relative listed in sections 77.1 and 77.2 above if the location of the funeral is greater than five hundred kilometres (500 km) from the employee's residence.

ARTICLE 78 - PREGNANCY LEAVE

- 78.1 The Employer shall grant leave-of-absence without pay to a pregnant employee who has served at least thirteen (13) weeks service including service as a fixed-term contract employee immediately prior to her appointment to the permanent staff.
- 78.2.1 The leave-of-absence shall be in accordance with the provisions of the *Employment Standards Act*.
- 78.2.2 Notwithstanding Articles 76.2, 76.3.1, 76.12, 80.12 and 81.3(a), vacation credits seniority and service continues to accrue during the pregnancy leave.
- 78.3.1 An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act*, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan,
- 78.3.2 In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented, and

- (b) (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.
- 78.3.3 Notwithstanding 78.3.2(a) and (b), where an employee assigned to a vacancy in accordance with Article 68.4.2 (Health and Safety - VDT's) is eligible to receive an allowance under this Article, and the salary rate she was receiving on the last day worked prior to the pregnancy leave is less than the salary rate she was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the assignment.
- 78.4 An employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so.
- 78.5 An employee on pregnancy leave is entitled, upon application in writing at least two weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than an additional thirty-five (35) weeks in accordance with the provisions of parental leave granted under Article 79 (but up to a combined maximum of fifty-two (52) weeks inclusive of pregnancy).
- 78.6.1 A female employee returning from a leave-of-absence under section 78.1 or 78.5 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-of-absence.
- 78.6.2 An employee who has been assigned in accordance with Article 68.4.2 and who returns from a leave-of-absence under this Article, shall be assigned to the position she occupied immediately prior to the assignment under Article 68.4.2 and be paid at the step in the salary range that she would have attained had she worked during the leave-of-absence.
- 78.7 Notwithstanding 78.3.2(a) and (b), and 78.3.3, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled.
- 78.8 The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

ARTICLE 79 - PARENTAL LEAVE

79.1.1 The Employer shall grant a parental leave-of-absence without pay to an employee who has served at least thirteen (13) weeks service, including service as a fixed-term contract employee immediately prior to his or her appointment as a permanent employee.

79.1.2 Notwithstanding Articles 76.2, 76.3.1, 76.12, 80.12 and 81.3(a), vacation credits, seniority and service continue to accrue during the parental leave.

79.2 Parental leave may begin,

- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time;
- (b) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time; and
- (c) the parental leave of a person who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the parent for the first time.

Parental leave shall end thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for any employee who did not take pregnancy leave, or on an earlier day if the person gives the Employer at least four (4) weeks written notice of that day.

79.3 An employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.

79.4 Except for an employee to whom Article 78 applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than seventeen (17) weeks (but up to a combined maximum of fifty-two (52) weeks inclusive of parental leave).

79.5.1 An employee who is entitled to parental leave under this Article, who provides the Employer with proof that he or she is in receipt of Employment Insurance benefits pursuant to *Employment Insurance Act*, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

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

- (a) Except for employees who have already served a two-week waiting period for EI benefits, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the parental leave but which shall also include her

progression on the wage grid and any, negotiated or amended wage rates for her classification as they are implemented, and

- (b) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the parental leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.

79.6 An employee returning from a leave-of-absence under sections 79.1 or 79.4 shall be assigned to his or her former position and be paid at the step in the salary range that he or she would have attained had he or she worked during the leave-of-absence.

79.7 In accordance with 79.5.2, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the parental leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.

ARTICLE 80 - SHORT TERM SICKNESS PLAN

80.1 An employee who is unable to attend to his or her duties due to sickness or injury is entitled in each calendar year to leave-of-absence with pay as follows:

- (i) at regular salary for the portion of six (6) days that the ratio of the employee's weekly hours of work bear to full-time employment,
- (ii) at seventy-five percent (75%) of regular salary for an additional period of that portion of one hundred and twenty-four (124) days that the ratio of the employee's weekly hours of work bear to full-time employment.

80.2 An employee is not entitled to leave-of-absence with pay under Article 80.1 until he has completed all of his regularly scheduled hours of work within a period of four (4) consecutive weeks.

80.3 An employee on a sick leave-of-absence which commences on a regularly scheduled working day in one calendar year and continues to include a regularly scheduled working day in the following calendar year, is not entitled to leave-of-absence with pay under Article 80.1 for more than the number of days provided in Article 80.1 in the two (2) years until he has returned to work and again completed the service requirement described in Article 80.2.

80.4 An employee who has used the total number of days available under Article 80.1 in a calendar year must complete the service requirement described in Article 80.2 before he is entitled to further leave under Article 80.1 in the next calendar year.

80.5 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from his regular weekly rate of pay. The Employer-paid portion of all payments and subsidies will continue to be made.

80.6 USE OF ACCUMULATED CREDITS

An employee on leave-of-absence under Article 80.1(ii) may, at his option, have sufficient credits deducted from his accumulated credits (attendance, vacation or overtime) to receive his regular weekly rate of pay.

80.7 Not applicable.

80.8 Not applicable.

80.9 Where, for reasons of health, an employee is frequently absent or unable to perform his duties, the Employer may require him to submit to a medical examination at the expense of the Employer.

80.10 Where an employee's absence caused by sickness exceeds a calendar week, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, the Employer may require an employee to submit a medical certificate for a period of absence of less than a calendar week.

80.11 Employees returning from L.T.I.P. to resume employment must complete the service requirement described in Article 80.2 to qualify for benefits under the Short Term Sickness Plan.

80.12 For the purposes of this Article the service requirement described in Article 80.2 shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

ARTICLE 81 - TERMINATION PAYMENTS

81.1.1 A permanent employee who has completed a minimum of one (1) year of continuous service as a crown employee (including service with the Ontario Public Service if applicable) and who ceases to be an employee because of,

- (i) death,
- (ii) retirement pursuant to a disability allowance under applicable provisions of the OPSEU Pension Plan; or
- (iii) release from employment due to shortage of work, funds or abolition of a position or other material change in organization,

is entitled to severance pay equal to that portion of a week's pay represented by the ratio of his weekly hours of work to full-time employment, for each year of continuous service.

81.1.2 A permanent employee who has completed a minimum of five (5) years of continuous service as a crown employee (including service with the Ontario Public Service if applicable) and who ceases to be an employee for any reason other than,

- (i) dismissal for cause, or
- (ii) abandonment of position under the conditions described in section 42 of the *Public Service of Ontario Act, 2006*;

is entitled to severance pay equal to that portion of a week's pay represented by the ratio of his weekly hours of work to full-time employment, for each year of continuous service accrued up to and including June 30, 2010 (i.e. employees do not continue to accrue service for the purposes of this Article 81.1.2 following June 30, 2010).

81.2 An employee on probationary staff is not entitled to severance pay under section 81.1.

81.3.1 The total of the amount paid to an employee in respect of severance pay shall not exceed one-half (1/2) of the annual full-time salary of the employee at the date when he or she ceases to be an employee.

81.3.2 The calculation of severance pay of an employee shall be based on the annual salary of the employee as though he or she was employed full-time at the date when he or she ceases to be an employee.

81.3.3 Where a computation for severance pay involves a part of a year of the total period under consideration, the computation of that part shall be made on a monthly basis, and,

- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
- (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.

81.4 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled under Article 81.1.2, an employee's service shall not include any period:

- (a) when he or she is on leave-of-absence without pay for greater than thirty (30) days or for a period which constitutes a hiatus in his service, i.e.:
 - (1) Political Activity
 - (2) Release from Employment
 - (3) Educational Leave.

- 81.5 An employee may receive only one (1) termination payment for a given period of service.
- 81.6 Notwithstanding section 81.5, an employee who has been released in accordance with Article 24 (Job Security) and who is subsequently reappointed within two (2) years may, at his or her option, repay any termination payments received under this Article to the Employer, and, thereby, restore termination pay entitlements for the period of service represented by the payment.
- 81.7 An employee, when he or she ceases to be an employee, shall have any accrued severance pay entitlements from his or her service when covered under Part B - Employee Benefits of this Agreement calculated on the basis of his or her salary as though he or she was employed full-time.

ARTICLE 82 – WORKPLACE SAFETY AND INSURANCE

- 82.1 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the *Workplace Safety and Insurance Act*, his or her weekly rate of pay shall continue to be paid for a period not exceeding thirty (30) regularly scheduled working days.

If an award is not made, any payments made under the foregoing provisions in excess of that to which he or she is entitled under sections 80.1 and 80.6 of Article 80 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

- 82.2 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the *Workplace Safety and Insurance Act*, his or her weekly rate of pay shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) regularly scheduled working days, where such absences are intermittent, following the date of the first absence because of the injury or industrial disease, and any absence in respect of the injury or industrial disease shall not be charged against his or her credits.
- 82.3 Where an award is made under the *Workplace Safety and Insurance Act* to an employee that is less than the weekly rate of pay of the employee and the award applies for longer than the period set out in section 82.2 and the employee has accumulated credits, his or her weekly rate of pay may be paid and the difference between the weekly rate of pay paid after the period set out in section 82.2 and the compensation awarded shall be converted to its equivalent time and deducted from his or her accumulated credits.
- 82.4 Where an employee receives an award under the *Workplace Safety and Insurance Act*, and the award applies for longer than the period set out in section 82.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, L.T.I.P., Supplementary Health and Hospital and the Dental Plan for the period during which the employee is receiving the award. The Employer shall continue to make the

Employer's pension contributions unless the employee gives the Employer a written notice that the employee does not intend to make the employee's pension contributions.

82.5 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the *Workplace Safety and Insurance Act*, the employee shall not be entitled to a leave-of-absence with pay under Article 80 (Short Term Sickness Plan) as an option following the expiry of the application of section 82.2.

82.6 Notwithstanding Article 82.2, salary payments under Article 82.2 shall be reduced to the extent necessary to provide that an employee's net earnings equal no more than one hundred percent (100%) of his or her net earnings prior to the commencement of his or her absence.

ARTICLE 83 - SPECIAL AND COMPASSIONATE LEAVE

83.1 The Tribunal Chair or his designee may grant an employee leave-of-absence with pay for not more than three (3) days in a year upon special or compassionate grounds.

83.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

ARTICLE 84 – Not applicable

PART D – SALARY AND TERM

ARTICLE 85 - SALARY

85.1 The salary rates for all classifications are contained in Schedule A appended to this Agreement. The system of providing salary increments shall continue to operate on the same basis as under the Management Board of Cabinet - OPSEU collective agreement.

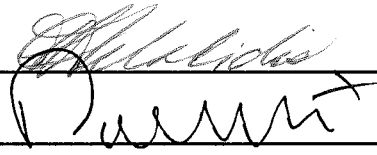
85.2 It is understood and agreed that if the Ontario Public Service makes changes to its classification system and/or salary rates during the term of this Agreement then the Employer will make applicable changes to its classification system and/or accompanying salary rates effective on the same date that such changes are effective in the Ontario Public Service.

ARTICLE 86 - TERM OF AGREEMENT

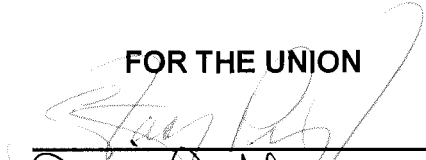
86.1 This Agreement shall commence on the 1st day of July 2015 and end on the 30th day of June, 2020, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than 30 days nor more than 90 days prior to the expiration date hereof, of that party's intention to terminate this Agreement or to negotiate revisions thereto.

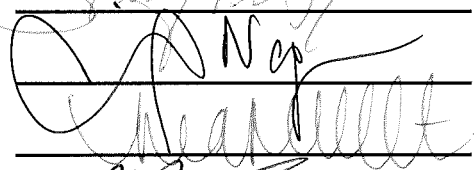
DATED AT TORONTO THIS 7 DAY OF February, 2017.


FOR THE EMPLOYER

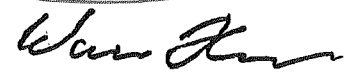


FOR THE UNION









SCHEDULE A

EXECUTIVE OFFICER 1

01/01/15	1,055.16	1,087.79	1,128.71	1,167.10	1,213.10	1,257.84	1,295.59
01/01/16	1,055.16	1,087.79	1,128.71	1,167.10	1,213.10	1,257.84	1,295.59
01/01/17	1,069.93	1,103.02	1,144.51	1,183.44	1,230.08	1,275.45	1,313.73
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

EXECUTIVE OFFICER 2

01/01/15	1,197.84	1,234.89	1,291.44	1,349.96	1,411.71	1,482.96	1,527.44
01/01/16	1,197.84	1,234.89	1,291.44	1,349.96	1,411.71	1,482.96	1,527.44
01/01/17	1,214.61	1,252.18	1,309.52	1,368.86	1,431.47	1,503.72	1,548.82
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

EXECUTIVE OFFICER 3

01/01/15	1,421.08	1,465.03	1,532.74	1,612.04	1,702.90	1,800.00	1,854.01
01/01/16	1,421.08	1,465.03	1,532.74	1,612.04	1,702.90	1,800.00	1,854.01
01/01/17	1,440.98	1,485.54	1,554.20	1,634.61	1,726.74	1,825.20	1,879.97
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

HUMAN RIGHTS OFFICER

01/01/15	1,321.19	1,362.05	1,416.11	1,470.21	1,524.12	1,577.24	1,624.55
01/01/16	1,321.19	1,362.05	1,416.11	1,470.21	1,524.12	1,577.24	1,624.55
01/01/17	1,339.69	1,381.12	1,435.94	1,490.79	1,545.46	1,599.32	1,647.29
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

INFORMATION OFFICER 1

01/01/15	1,082.29	1,115.76	1,143.41	1,173.02	1,202.70	1,234.33	1,271.36
01/01/16	1,082.29	1,115.76	1,143.41	1,173.02	1,202.70	1,234.33	1,271.36
01/01/17	1,097.44	1,131.38	1,159.42	1,189.44	1,219.54	1,251.61	1,289.16
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

INFORMATION OFFICER 2

01/01/15	1,190.58	1,227.40	1,259.25	1,292.96	1,328.70	1,365.51	1,406.47
01/01/16	1,190.58	1,227.40	1,259.25	1,292.96	1,328.70	1,365.51	1,406.47
01/01/17	1,207.25	1,244.58	1,276.88	1,311.06	1,347.30	1,384.63	1,426.16
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

INFORMATION OFFICER 3

01/01/15	1,334.22	1,375.48	1,425.12	1,475.79	1,529.46	1,585.01	1,632.56
01/01/16	1,334.22	1,375.48	1,425.12	1,475.79	1,529.46	1,585.01	1,632.56
01/01/17	1,352.90	1,394.74	1,445.07	1,496.45	1,550.87	1,607.20	1,655.42
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

INFORMATION OFFICER 4

01/01/15	1,382.53	1,425.29	1,481.83	1,540.39	1,602.13	1,673.31	1,723.51
01/01/16	1,382.53	1,425.29	1,481.83	1,540.39	1,602.13	1,673.31	1,723.51
01/01/17	1,401.89	1,445.24	1,502.58	1,561.96	1,624.56	1,696.74	1,747.64
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

LIBRARY TECHNICIAN 1 (SA)

01/01/15	701.90	723.61	735.69	747.96	761.80	775.70	798.98
01/01/16	701.90	723.61	735.69	747.96	761.80	775.70	798.98
01/01/17	711.73	733.74	745.99	758.43	772.47	786.56	810.17
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

LIBRARY TECHNICIAN 2

01/01/15	762.56	786.14	800.10	815.67	831.30	848.73	874.20
01/01/16	762.56	786.14	800.10	815.67	831.30	848.73	874.20
01/01/17	773.24	797.15	811.30	827.09	842.94	860.61	886.44
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

LIBRARY TECHNICIAN 3

01/01/15	856.87	883.37	900.83	919.92	940.77	961.59	990.43
01/01/16	856.87	883.37	900.83	919.92	940.77	961.59	990.43
01/01/17	868.87	895.74	913.44	932.80	953.94	975.05	1,004.30
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

LIBRARY TECHNICIAN 4

01/01/15	953.77	983.27	1,006.96	1,032.57	1,058.14	1,083.65	1,116.15
01/01/16	953.77	983.27	1,006.96	1,032.57	1,058.14	1,083.65	1,116.15
01/01/17	967.12	997.04	1,021.06	1,047.03	1,072.95	1,098.82	1,131.78
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

01OAD OFFICE ADMINISTRATION 01 (SA)

01/01/15	19.01	19.60	19.95	20.38	20.79	21.21	21.85
01/01/16	19.01	19.60	19.95	20.38	20.79	21.21	21.85
01/01/17	19.28	19.87	20.23	20.67	21.08	21.51	22.16
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

02OAD OFFICE ADMINISTRATION 02 (SA)

01/01/15	19.29	19.89	20.35	20.74	21.17	21.62	22.27
01/01/16	19.29	19.89	20.35	20.74	21.17	21.62	22.27
01/01/17	19.56	20.17	20.63	21.03	21.47	21.92	22.58
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

03OAD OFFICE ADMINISTRATION 03 (SA)

01/01/15	19.74	20.35	20.74	21.18	21.62	22.09	22.76
01/01/16	19.74	20.35	20.74	21.18	21.62	22.09	22.76
01/01/17	20.02	20.63	21.03	21.48	21.92	22.40	23.08
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

04OAD OFFICE ADMINISTRATION 04 (SA-04)

01/01/15	20.12	20.74	21.18	21.62	22.09	22.59	23.26
01/01/16	20.12	20.74	21.18	21.62	22.09	22.59	23.26
01/01/17	20.40	21.03	21.48	21.92	22.40	22.91	23.59
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

05OAD OFFICE ADMINISTRATION 05 (SA-03)

01/01/15	20.57	21.21	21.69	22.14	22.62	23.14	23.83
01/01/16	20.57	21.21	21.69	22.14	22.62	23.14	23.83
01/01/17	20.86	21.51	21.99	22.45	22.94	23.46	24.16
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

06OAD OFFICE ADMINISTRATION 06 (SA-02)

01/01/15	21.10	21.75	22.19	22.65	23.18	23.67	24.38
01/01/16	21.10	21.75	22.19	22.65	23.18	23.67	24.38
01/01/17	21.40	22.05	22.50	22.97	23.50	24.00	24.72
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

07OAD OFFICE ADMINISTRATION 07

01/01/15	21.62	22.29	22.81	23.32	23.89	24.45	25.17
01/01/16	21.62	22.29	22.81	23.32	23.89	24.45	25.17
01/01/17	21.92	22.60	23.13	23.65	24.22	24.79	25.52
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

08OAD OFFICE ADMINISTRATION 08

01/01/15	22.45	23.14	23.62	24.17	24.74	25.32	26.09
01/01/16	22.45	23.14	23.62	24.17	24.74	25.32	26.09
01/01/17	22.76	23.46	23.95	24.51	25.09	25.67	26.46
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

09OAD OFFICE ADMINISTRATION 09

01/01/15	23.46	24.19	24.74	25.29	25.87	26.57	27.35
01/01/16	23.46	24.19	24.74	25.29	25.87	26.57	27.35
01/01/17	23.79	24.53	25.09	25.64	26.23	26.94	27.73
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

10OAD OFFICE ADMINISTRATION 10

01/01/15	24.62	25.38	26.07	26.74	27.42	28.15	28.97
01/01/16	24.62	25.38	26.07	26.74	27.42	28.15	28.97
01/01/17	24.96	25.74	26.43	27.11	27.80	28.54	29.38
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

11OAD OFFICE ADMINISTRATION 11

01/01/15	26.76	27.59	28.38	29.23	30.10	31.01	31.94
01/01/16	26.76	27.59	28.38	29.23	30.10	31.01	31.94
01/01/17	27.13	27.98	28.78	29.64	30.52	31.44	32.39
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

12OAD OFFICE ADMINISTRATION 12

01/01/15	29.08	29.98	30.92	31.84	32.86	33.79	34.81
01/01/16	29.08	29.98	30.92	31.84	32.86	33.79	34.81
01/01/17	29.49	30.40	31.35	32.29	33.32	34.26	35.30
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

13OAD OFFICE ADMINISTRATION 13

01/01/15	31.07	32.03	33.04	34.04	35.15	36.20	37.29
01/01/16	31.07	32.03	33.04	34.04	35.15	36.20	37.29
01/01/17	31.50	32.48	33.50	34.52	35.64	36.71	37.81
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

STATISTICIAN 1 (SA)

01/01/15	829.30	854.95	868.93	882.94	896.88	910.92	924.84
	938.81	954.76	968.80	997.85			
01/01/16	829.30	854.95	868.93	882.94	896.88	910.92	924.84
	938.81	954.76	968.80	997.85			
01/01/17	840.91	866.92	881.10	895.30	909.44	923.67	937.79
	951.95	968.13	982.36	1,011.82			
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

STATISTICIAN 2

01/01/15	962.98	992.76	1,024.72	1,058.70	1,094.58	1,130.56	1,164.48
01/01/16	962.98	992.76	1,024.72	1,058.70	1,094.58	1,130.56	1,164.48
01/01/17	976.46	1,006.66	1,039.07	1,073.52	1,109.90	1,146.39	1,180.78
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

STATISTICIAN 3

01/01/15	1,174.18	1,210.49	1,262.40	1,316.27	1,374.19	1,434.15	1,477.17
01/01/16	1,174.18	1,210.49	1,262.40	1,316.27	1,374.19	1,434.15	1,477.17
01/01/17	1,190.62	1,227.44	1,280.07	1,334.70	1,393.43	1,454.23	1,497.85
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

STATISTICIAN 4

01/01/15	1,405.37	1,448.84	1,523.17	1,594.90	1,690.12	1,785.31	1,838.87
01/01/16	1,405.37	1,448.84	1,523.17	1,594.90	1,690.12	1,785.31	1,838.87
01/01/17	1,425.05	1,469.12	1,544.49	1,617.23	1,713.78	1,810.30	1,864.61
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

SYSTEMS OFFICER 1

01/01/15	945.56	974.80	1,004.35	1,035.96	1,067.64	1,101.26	1,134.30
01/01/16	945.56	974.80	1,004.35	1,035.96	1,067.64	1,101.26	1,134.30
01/01/17	958.80	988.45	1,018.41	1,050.46	1,082.59	1,116.68	1,150.18
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

SYSTEMS OFFICER 2

01/01/15	1,052.90	1,085.46	1,121.05	1,156.60	1,204.12	1,253.52	1,291.12
01/01/16	1,052.90	1,085.46	1,121.05	1,156.60	1,204.12	1,253.52	1,291.12
01/01/17	1,067.64	1,100.66	1,136.74	1,172.79	1,220.98	1,271.07	1,309.20
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

SYSTEMS OFFICER 3

01/01/15	1,174.21	1,210.53	1,254.03	1,312.86	1,371.65	1,435.60	1,478.67
01/01/16	1,174.21	1,210.53	1,254.03	1,312.86	1,371.65	1,435.60	1,478.67
01/01/17	1,190.65	1,227.48	1,271.59	1,331.24	1,390.85	1,455.70	1,499.37
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

SYSTEMS OFFICER 4

01/01/15	1,261.01	1,300.01	1,358.90	1,422.82	1,488.03	1,564.73	1,611.66
01/01/16	1,261.01	1,300.01	1,358.90	1,422.82	1,488.03	1,564.73	1,611.66
01/01/17	1,278.66	1,318.21	1,377.92	1,442.74	1,508.86	1,586.64	1,634.22
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

SYSTEMS OFFICER 5

01/01/15	1,357.77	1,399.76	1,465.03	1,539.20	1,610.79	1,702.90	1,753.98
01/01/16	1,357.77	1,399.76	1,465.03	1,539.20	1,610.79	1,702.90	1,753.98
01/01/17	1,376.78	1,419.36	1,485.54	1,560.75	1,633.34	1,726.74	1,778.54
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

SYSTEMS OFFICER 6

01/01/15	1,544.40	1,592.16	1,662.42	1,732.64	1,802.92	1,873.14	1,929.34
01/01/16	1,544.40	1,592.16	1,662.42	1,732.64	1,802.92	1,873.14	1,929.34
01/01/17	1,566.02	1,614.45	1,685.69	1,756.90	1,828.16	1,899.36	1,956.35
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

SYSTEMS OFFICER 7

01/01/15	1,680.78	1,732.76	1,793.40	1,856.19	1,932.29	2,023.10	2,083.79
	2,146.30	2,210.69					
01/01/16	1,680.78	1,732.76	1,793.40	1,856.19	1,932.29	2,023.10	2,083.79
	2,146.30	2,210.69					
01/01/17	1,704.31	1,757.02	1,818.51	1,882.18	1,959.34	2,051.42	2,112.96
	2,176.35	2,241.64					
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

TRANSLATOR 1

01/01/15	1,054.86	1,087.48	1,119.08	1,152.68	1,188.27	1,223.89	1,260.60
01/01/16	1,054.86	1,087.48	1,119.08	1,152.68	1,188.27	1,223.89	1,260.60
01/01/17	1,069.63	1,102.70	1,134.75	1,168.82	1,204.91	1,241.02	1,278.25
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

TRANSLATOR 2

01/01/15	1,200.58	1,237.71	1,287.09	1,336.57	1,389.86	1,445.31	1,488.67
01/01/16	1,200.58	1,237.71	1,287.09	1,336.57	1,389.86	1,445.31	1,488.67
01/01/17	1,217.39	1,255.04	1,305.11	1,355.28	1,409.32	1,465.54	1,509.51
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

TRANSLATOR 3

01/01/15	1,307.98	1,348.43	1,401.77	1,457.13	1,516.48	1,589.63	1,637.31
01/01/16	1,307.98	1,348.43	1,401.77	1,457.13	1,516.48	1,589.63	1,637.31
01/01/17	1,326.29	1,367.31	1,421.39	1,477.53	1,537.71	1,611.88	1,660.23
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

WORKERS' COMPENSATION ADVISER 1

01/01/15	1,148.95	1,184.48	1,220.56	1,259.32	1,298.01	1,339.32	1,379.51
01/01/16	1,148.95	1,184.48	1,220.56	1,259.32	1,298.01	1,339.32	1,379.51
01/01/17	1,165.04	1,201.06	1,237.65	1,276.95	1,316.18	1,358.07	1,398.82
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

WORKERS' COMPENSATION ADVISER 2

01/01/15	1,413.27	1,456.98	1,511.64	1,575.23	1,641.49	1,710.13	1,761.44
01/01/16	1,413.27	1,456.98	1,511.64	1,575.23	1,641.49	1,710.13	1,761.44
01/01/17	1,433.06	1,477.38	1,532.80	1,597.28	1,664.47	1,734.07	1,786.10
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

WORKERS' COMPENSATION CONSULTANT

01/01/15	1,388.64	1,431.59	1,504.21	1,576.84	1,649.42	1,722.06	1,773.73
01/01/16	1,388.64	1,431.59	1,504.21	1,576.84	1,649.42	1,722.06	1,773.73
01/01/17	1,408.08	1,451.63	1,525.27	1,598.92	1,672.51	1,746.17	1,798.56
01/01/18	TO BE DETERMINED						
01/01/19	TO BE DETERMINED						
01/01/20	TO BE DETERMINED						

SALARY NOTES:


SA: semi-annual progression
SA-02, 03, 04: semi-annual increases to the second, third and fourth steps respectively, annual increases thereafter.

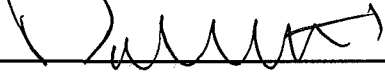
LETTER OF UNDERSTANDING #1

In the event changes are negotiated between OPSEU and Management Board of Cabinet relating to employees in Schedule 6 during the term of this Agreement, the Employer and Union agree that similar changes will be incorporated into this Agreement.

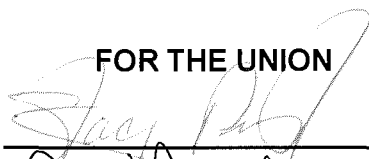
DATED AT TORONTO THIS 7 DAY OF February, 2017.

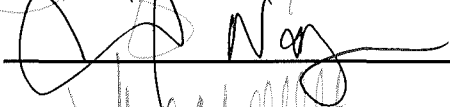
FOR THE EMPLOYER






FOR THE UNION





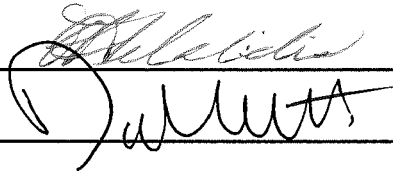


LETTER OF UNDERSTANDING – SAME-SEX SPOUSES

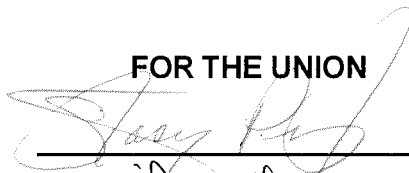
This will confirm that family coverage for insured benefits pursuant to Article 40 (Full-Time Employees) and Article 69 (Part-Time Employees) shall be extended to include same-sex spouses.

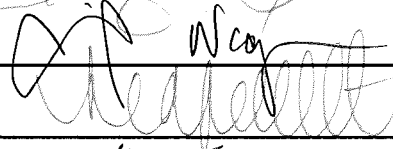
DATED AT TORONTO THIS 7 DAY OF February, 2017.


FOR THE EMPLOYER



FOR THE UNION







APPENDIX "A"

LETTER OF UNDERSTANDING - RE: PENSION BRIDGING

Mr. John Ford
Staff Representative
Ontario Public Service Employees Union
525 University Avenue
Suite 700
Toronto, Ontario M5G 1L3

Dear Mr. Ford:

Re: Workplace Safety and Insurance Appeals Tribunal and OPSEU
And its Local 527

Re: Pension Bridging Option

During the recent round of collective bargaining negotiations, the Union expressed an interest in a pension bridging option being made available to eligible employees who are declared surplus following ratification of the Collective Agreement which expires on June 30, 2002. It is agreed that the pension bridging program outlined below will be available to an Eligible Employee who has been declared surplus, subject to the following conditions:

- (a) The OPSEU Pension Plan must have been amended to provide for the pension bridging option by the time the Eligible Employee has been declared surplus, and
- (b) The amendment must have been approved by the Superintendent of Financial Services and by Canada Customs and Revenue Agency by the time that the Eligible Employee has been declared surplus.

Provided those conditions are met, for the period ending on December 31, 2001, Eligible Employees of the Workplace Safety and Insurance Appeals Tribunal (the "Tribunal") who have been declared surplus may choose either:

- (1) To continue to accrue pension credits for the period represented by their Article 53 or 81 termination payments subject to the appropriate contributions by the employer and the employee if, and only if, the employee has not transferred to a new employer or declined a transfer to a new employer; or
- (2) To take pension bridging option as a leave of absence without pay, but with the continued accrual of pension credits, if, and only if, the sum of:
 - (i) the six (6) month notice period;
 - (ii) the number of weeks of paid leave of absence that the employee's termination payments can be converted into under the current provisions of Article 53 or 81; plus
 - (iii) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits,

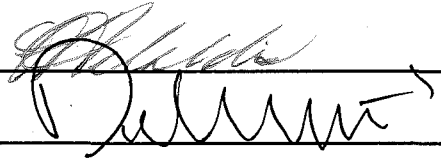
would bring the employee to the next earliest date on which he or she could exercise an actuarially unreduced pension option under the OPSEU Pension Plan.

- (3) For the purpose of Paragraph 2 (iii), the maximum amount of leave of absence without pay that can be taken by the employee shall be calculated as follows:
 - (a) determine the total amount of time, from the date on which the employee receives the surplus notice, that is needed for the employee to reach the next earliest of his or her actuarially unreduced pension options and, from the amount, subtract:
 - (i) the employee's six (6) month notice period;
 - (ii) number of weeks of paid leave of absence that the employee's termination payments can be converted into under the existing provisions of Article 53 or 81;
 - (b) the remainder, provided it is no more than two (2) years, shall be available as a leave of absence without pay, but with continued accrual of pension credits.
- (4) During a leave of absence without pay, pursuant to Paragraph 3, employees may choose to purchase entirely at their own expense benefits coverage for Basic Life Insurance, Supplementary and Dependent Life Insurance, Supplementary Health and Hospital Insurance and Dental Plan (subject to approval and authorization by the Plan carriers).
- (5) The leaves of absence shall commence before the conclusion of the employee's six (6) month notice period and shall be taken in the following order:
 - (a) the unpaid leave of absence, the maximum of which is determined in accordance with Paragraph 3 above, shall be taken first and, during this leave of absence, in lieu of the employee's pension contributions being made directly from the employee, the employee's right to a Separation Allowance under Article 24.5 shall be reduced by an equivalent amount, which the employer shall pay into the pension plan and the employer contributions shall also be paid into the pension plan;
 - (b) the leave of absence with pay equal to the employee's number of weeks of Article 53 or 81 termination payments shall be taken second, after the leave of absence without pay determined in accordance with Paragraph 5(a) above, and during this leave of absence, the employee's pension contributions shall be deducted from the employee's bi-weekly payments and
 - (c) at the conclusion of the leave of absence with pay, the employee shall return to complete whatever portion of the six (6) month notice period remains. For greater certainty, the requirement to return may be satisfied by the use of vacation credits.
 - (d) at the end of the period described in Paragraph 5(a), (b), and (c), the employee:
 - (i) shall retire;

- (ii) shall receive the Separation Allowance, reduced by an amount equivalent to his or her pension contributions for the unpaid leave of absence; and
 - (iii) shall be entitled to exercise his or her right to an actuarially unreduced pension.
- (6) The bridging options described in this Letter of Understanding will not apply to employees transferred to a new employer or who decline a transfer to a new employer.
- (7) Surplus employees who choose any of those pension bridging options in Paragraph 2, shall waive all entitlements to Displacement, Vacancy/Redeployment, pay in lieu, Voluntary Exit Option and Recall.

DATED AT TORONTO THIS 7 DAY OF February, 2017.

FOR THE EMPLOYER



FOR THE UNION

