

COLLECTIVE AGREEMENTS

with respect to

**WORKING CONDITIONS, EMPLOYEE BENEFITS
AND SALARIES**

between

**THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

(Hereinafter referred to as the "Union")

and

THE CROWN IN RIGHT OF ONTARIO

Represented by

**MANAGEMENT BOARD
OF CABINET**

(Hereinafter referred to as the "Employer")

January 1, 1999 to December 31, 2001

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PREAMBLE

1. The purpose of these Agreements 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 these Agreements;
 - (b) a procedure for the prompt and equitable handling of grievances and disputes.
2. It is understood that the provisions of these Agreements apply equally to male and female employees.

The parties, therefore, agree as follows:

**THIS CENTRAL
COLLECTIVE AGREEMENT**

made on the 25th day of June, 1999

between

**THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

(Hereinafter referred to as the "Union")

and

THE CROWN IN RIGHT OF ONTARIO

Represented by
Management Board
of Cabinet

(Hereinafter referred to as the "Employer")

**CENTRAL WORKING CONDITIONS
AND
EMPLOYEE BENEFITS COLLECTIVE AGREEMENT**

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PART A - WORKING CONDITIONS

ARTICLE 1 - RECOGNITION

- 1.1 The Ontario Public Service Employees Union (OPSEU) for the purpose of this Central Collective Agreement is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees contained within the following bargaining units:
- 1) Administrative
 - 2) Correctional
 - 3) Institutional and Health Care
 - 4) Office Administration
 - 5) Operational and Maintenance
 - 6) Technical
- 1.2 For greater certainty, such employees include classified and unclassified employees, students, GO Temps and such other employees as may be mutually agreed.
- 1.3 For greater certainty, this Central Collective Agreement shall apply to the employees in the bargaining unit described in Article 1.1, and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties to amend any of the bargaining units listed therein.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 For the purpose of this Central Collective Agreement and any other Collective Agreement to which the parties are subject, the right and authority to manage the business and direct the workforce, including the right to hire and lay-off, appoint, assign and direct employees; evaluate and classify positions; discipline, dismiss or suspend employees for just cause; determine organization, staffing levels, work methods, the location of the workplace, the kinds and locations of equipment, the merit system, training and development and appraisal; and make reasonable rules and regulations; shall be vested exclusively in the Employer. It is agreed that these rights are subject only to the provisions of this Central Collective Agreement and any other Collective Agreement to which the parties are subject.

ARTICLE 3 - NO DISCRIMINATION / EMPLOYMENT EQUITY

- 3.1 There shall be no discrimination practised 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).

- 3.2 There shall be no discrimination or harassment practised by reason of an employee's membership or activity in the Union.
- 3.3 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.

ARTICLE 4 - CHECK-OFF OF UNION DUES

- 4.1 There shall be deducted from the regular bi-weekly pay of every employee appointed to the regular staff of the civil service a sum in lieu of membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union.
- 4.2 The deductions referred to herein shall be remitted to the Ontario Public Service Employees Union.
- 4.3 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.
- 4.4 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this article.
- 4.5 The parties agree on the arrangements for a dues reconciliation tape - see Appendix 1 (Tape on Union Dues - Classified Employees) attached.

ARTICLE 5 - INFORMATION TO NEW EMPLOYEES

- 5.1 A newly hired employee shall be informed in writing whether his or her position is within the bargaining unit, the name and address of the bargaining agent and the name and work location of the local Union steward which shall be provided as per Article 22.6.4 (Grievance Procedure).
- 5.2 The Employer shall make sufficient copies of the Collective Agreements available within the ministries to ensure that all employees have access to the Collective Agreements.

ARTICLE 6 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

- 6.1.1 When a vacancy occurs in the Classified Service for a bargaining unit position or a new classified position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the

established closing date. All OPSEU bargaining unit applications will be acknowledged, where the applicant has identified himself or herself as an employee in an OPSEU bargaining unit. Where practicable, notices of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.

- 6.1.2 Notwithstanding Article 6.1.1 above, the Employer may hire qualified candidates who previously applied for a similar vacancy or new position in the same classification at the worksite from which the vacancy originates provided that a competition was held during the previous six (6) months. The Employer may utilize this provision to fill a vacancy or vacancies at the worksite(s) from which the vacancy or vacancies originate, regardless of the worksite of the applicant. The Employer in these circumstances, is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.
- 6.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, and the hours of work schedule as set out in Articles ADM2, COR2, IHC2, OAD2, OPM2, and TEC2 (Hours of Work). Where a position is posted within the Ontario Public Service, the internal notice of vacancy shall also state the work location where the position currently exists, that the position is represented by the Union and the particular bargaining unit which contains the position.
- 6.3.1 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.
- 6.3.2 Notwithstanding Article 6.3.1, the Union and the Employer may agree that employment equity shall be the overriding consideration. Such agreements will be made in advance of job postings and may be based on individual positions, groups of positions, classifications or other groupings of jobs as appropriate.
- 6.3.3 Agreements under Article 6.3.2 will be based on an analysis of workforce data and employment systems indicating that a designated group or groups are under represented.
- 6.3.4 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.

- 6.4 An applicant who is invited to attend an interview within the civil service 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.
- 6.5 Relocation expenses shall be paid in accordance with the provisions of the Employer's policy.
- 6.6.1 With the agreement of the Union, the employee and the Employer, an employee may be assigned to a vacancy where:
- (a) the vacant position is identical to the position occupied by the employee, and
 - (b) the vacant position is in the same ministry as the position occupied by the employee, and the provisions of Articles 6.1.1, 6.2, 6.3, 6.4 and 6.5 shall not apply.
- 6.6.2 The assignment of an employee to a vacancy in accordance with Articles 7 (Pay Administration), 20 (Employment Stability), 25 (Leave - Special), 42 (Long Term Income Protection) , 50 (Pregnancy Leave) and 51 (Parental Leave) shall have priority over an assignment under Article 6.6.1.
- 6.7 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 7 - PAY ADMINISTRATION

- 7.1.1 Promotion occurs when the incumbent of a classified position is assigned to another position in a class with a higher maximum salary than the class of his or her former position.
- 7.1.2 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:
- (a) 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;
 - (b) a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note.

- 7.1.3 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:
 - (1) greater than a one-step increase, a new anniversary date based on the date of promotion is established;
 - (2) of one step or less, the existing anniversary date is retained.
- 7.2.1 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.
- 7.2.2 An employee to whom Article 7.2.1 applies is entitled to be appointed to the first vacant position in his or her former class that occurs in the same administrative district or unit, institution or other work area in the same ministry in which he or she was employed at the time the reclassification was made.
- 7.3 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.
- 7.4.1 Where, because of the abolition of a position, an employee is assigned:
- (a) from one position in a ministry to another position in the same ministry, or
 - (b) from a position in one ministry to a position in another ministry,
- 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.

7.4.2 Article 7.4.1 applies only where there is no position the employee is qualified for, and that he or she may be assigned to, and 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.

7.5 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 his or her assignment, and if at the end of that period, he or she is unable to accept employment in his or her former classification, he or she shall be assigned to a classification consistent with his or her condition.

7.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate he or she was receiving at the time of demotion, effective from the date of his or her demotion.

7.7 It is understood that where an employee is assigned to a position pursuant to Articles 7.4.1, 7.4.2, 7.5 or 7.6, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

CUSTODIAL RESPONSIBILITY ALLOWANCE

7.8 See Appendices ADM2, COR2, IHC2, OAD2, OPM2 or TEC2 (Custodial Responsibility Allowance) attached to Bargaining Unit Collective Agreements. This Allowance is also designated as K1 in the General Notes and Allowances of the Bargaining Unit Collective Agreements.

ARTICLE 8 - TEMPORARY ASSIGNMENTS

8.1.1 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, he or she 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%), he or she shall receive the next higher salary rate again.

8.1.2 Notwithstanding Article 8.1.1, acting pay shall not exceed the maximum of the salary range of the higher classification except where permitted by salary note.

8.2 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.

8.3 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.

8.4 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.

8.5.1 Where an employee is temporarily assigned to a position in another bargaining unit for a period of more than thirty (30) days, he or she will on the thirty-first (31st) day commence paying dues and be governed by the terms of the Collective Agreement of the position to which he or she has been assigned except that pensions, insured benefits entitlements, and entitlements under Article 20 (Employment Stability) will continue to be governed by the rules applicable to the employee's position in the OPSEU bargaining unit.

8.5.2 When an employee is temporarily assigned to a non-bargaining unit position, he or she shall continue to pay dues to OPSEU and continue to be covered by the Collective Agreements for the entire term of the temporary assignment.

8.6.1 Where an employee is assigned temporarily to a position, Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply except where:

- (a) the term of a temporary assignment is greater than six (6) months' duration, and
- (b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.

8.6.2 In no case shall any provision of this Central Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments, except as provided in Article 8.6.1.

ARTICLE 9 - HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

- 9.1 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.
- 9.2 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 9.3 The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidized as per the applicable practice in each ministry.
- 9.4 The current practices relating to the supply and maintenance of apparel for employees shall continue during the term of this Central Collective Agreement, subject to any changes which may be entered into between the parties at the local or ministry level.

VIDEO DISPLAY TERMINALS (VDT)

- 9.5 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.
- 9.6 At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist 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 the OHIP fee schedule for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- 9.7.1 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.
- 9.7.2 Upon receipt of the written request specified in Article 9.7.1, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit within her ministry, 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 20 (Employment Stability), shall have priority over an assignment under Article 9.7.
- 9.7.3 Where an employee is assigned to a vacancy in accordance with Article 9.7, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall have no application.
- 9.7.4 Where an employee is assigned, under Article 9.7.2, 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 Article 9.7.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
- 9.7.5 Where it is not possible to assign an employee in accordance with Article 9.7.2, 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).
- 9.7.6 An employee who does not accept an assignment made in accordance with Article 9.7.2, may elect either to continue work in her original

position or request leave of absence in accordance with Article 9.7.5.

- 9.8 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 10 - WORK ARRANGEMENTS

COMPRESSED WORK WEEK ARRANGEMENTS

- 10.1 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties on a local or ministry level with respect to variable work days or variable work weeks. The model agreement with respect to compressed work week arrangements is set out below:

*MODEL AGREEMENT WITH RESPECT TO
COMPRESSED WORK WEEK
ARRANGEMENTS*

MEMORANDUM OF AGREEMENT

BETWEEN: THE MINISTRY OF

*AND: THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its local)*

This compressed work week agreement is made in accordance with Article 16 (Local and Ministry Negotiations) of the Central Collective Agreement and Article ADM2, COR2, IHC2, OAD2, OPM2, or TEC2 (Hours of Work) of the Bargaining Unit Collective Agreement, between the Ontario Public Service Employees Union and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Central and Bargaining Unit Collective Agreements apply to employees covered by this Agreement.

Article 1 - Work Unit and Employees Covered

Detailed and specific description of work unit and employees covered.

Article 2 - Hours of Work

- 2.1 *Detailed description of the regular hours of work with an attached schedule where appropriate.*
- 2.2 *Article ADM5.2, COR5.2, IHC5.2, OAD5.2, OPM5.2, or TEC5.2 of the Bargaining Unit Collective Agreement shall not apply to employees covered by this compressed work week agreement.*

Article 3 - Overtime

- 3.1 *Authorized periods of work in excess of the regular working periods specified in Article 2.1 or on scheduled day(s) off will be compensated for in accordance with Article ADM8, COR8, IHC8, OAD8, OPM8, or TEC8 (Overtime) of the Bargaining Unit Collective Agreement.*

Article 4 - Holiday Payment

- 4.1 *Where an employee works on a holiday specified in Article 47 (Holidays) and opts for compensating leave under Article ADM13.2, COR13.2, IHC13.2, OAD13.2, OPM13.2, or TEC13.2, he or she may elect, at that time, to receive, in addition to his or her entitlement under Article ADM13.2, COR13.2, IHC13.2, OAD13.2, OPM13.2, or TEC13.2, further leave equal to the difference between the number of hours in the employee's normal work day and his or her entitlement under Article ADM13.2, COR13.2, IHC13.2, OAD13.2, OPM13.2, or TEC13.2. Where an employee makes this election, there shall be deducted from the employee's pay for time worked under Article ADM13.1, COR13.1, IHC13.1, OAD13.1, OPM13.1, or TEC13.1, an amount equal to the number of additional hours of leave granted under this article.*

(Additional leave to be determined by length of regular work day. For an employee on Schedule 4, whose regular work day is 10 hours and who works 10 hours on a holiday:

*Entitlement under Article ADM13.1, COR13.1, IHC13.1, OAD13.1, OPM13.1, or TEC13.1
10 hr. @ double time = 20 hr. (straight time)*

Entitlement under Article ADM13.2, COR13.2, IHC13.2, OAD13.2,
OPM13.2, or TEC13.2 = 8 hr.
Where an employee elects additional leave under this article -

Entitlement under Article ADM13.2, COR13.2, IHC13.2, OAD13.2,
OPM13.2, or TEC13.2 = 8 hr.

Additional leave under this article
(10 hr. - 8 hr.) = 2 hr.

Reduced entitlement under Article ADM13.1, COR13.1, IHC13.1,
OAD13.1, OPM13.1, or TEC13.1 = 18 hr.)

Article 5 - Short Term Sickness Plan and Vacation Credits

5.1 Short Term Sickness - Employees shall be entitled to full pay for the first (43-½ or 48) hours of absence due to sickness or injury and seventy-five percent (75%) for the next (899 or 992) hours of absence due to sickness or injury. Employees may exercise their option under Article 44.6 (Short Term Sickness Plan) of the Central Collective Agreement by deducting one-quarter (¼) of an accumulated credit for each (7-¼ or 8) hours of absence.

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

(Prorating determined by length of workday. For an employee on Schedule 4, off on a ten (10) hour day, deduct 10/8 x 1 credit = 1.25 credits. For an employee on Schedule 4, off on a twelve (12) hour day, deduct 12/8 x 1 credit = 1.5 credits.)

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

Article 6 - Workplace Safety & Insurance

6.1 For the purposes of Article 41.2 (Workplace Safety & Insurance) of the Central Collective Agreement "sixty-five (65) working days" shall be deemed to be (471 ¼ or 520) hours.

Article 7 - Training Assignments

7.1 When an employee covered by this compressed work week agreement attends a training program, the Employer may change the employee's scheduled hours of work to the greater of:

(a) 7 ¼ or 8 hours per day, as applicable, or

(b) the actual number of hours spent receiving training, for each day that the employee participates in the training program.

7.2.1 Where the change prescribed in Article 7.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the "extra" or "deficit" hours shall be reduced to zero within sixty (60) working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:

(a) the employee shall be required to work a corresponding number of hours to make up for any deficit hours; or

(b) the employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.

7.2.2 Where there is mutual agreement, an employee may receive pay at his or her basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with Article 7.2.1 (b).

7.2.3 Where an employee's extra hours have not been reduced to zero within sixty (60) working days in accordance with Article 7.2.1, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.

Article 8 - Special and Compassionate and Bereavement Leave

Such leaves are not to be prorated.

Article 9 - Term

9.1 This Agreement shall be (x months, until either party notifies the other of its desire to renegotiate, etc.) and will be effective from the (day) of (month) , (year) to the (day) of (month) , (year) .

9.2 Either party may, on written notice of (days, weeks) to the other party, terminate this Agreement.

DATED THIS DAY OF , (YEAR)

For The Ontario Public
Service Employees Union

For the Ministry of

- 10.2 JOB SHARING
- 10.2.1 Job sharing can occur where there is agreement between the employees who wish to job share, the Union, and the Employer.
- 10.2.2 It is agreed that job sharing results from two employees sharing a full-time classified position and as such the position shall continue to be identified as a full-time classified position.
- 10.2.3 Employees in a job sharing arrangement must share the same classification and level.
- 10.2.4 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.
- 10.2.5 (a) Employees in a job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in Parts A & B of this Central Collective Agreement and Part A of the Bargaining Unit Collective Agreements. However, where applicable, they shall be prorated in accordance with the employee's hours of work.
- (b) Part C of this Central Collective Agreement and Part B of the Bargaining Unit Collective Agreements will be used to provide administrative direction for the applicable pro-rating of the working conditions and benefits, and Article 57.1 (Pay and Benefits Administration) for the purposes of calculating a basic hourly rate.
- 10.2.6 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.
- 10.2.7 If the remaining employee declines the full-time opportunity, the position may be posted and advertised as a job sharing vacancy, subject to the provisions of this Central Collective Agreement.
- 10.2.8 Failing successful filling of the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full-time basis.
- 10.2.9 If the remaining employee still declines this opportunity, the position would continue to exist as a full-time position and the Employer may fill the balance of hours through temporary measures, if required.

- 10.2.10 The Employer undertakes to notify the President of the Union of all job sharing arrangements.
- 10.3 JOB TRADING
- 10.3.1 The following terms and conditions apply in respect of job trading as indicated in 10.3.2 to 10.3.13.
- 10.3.2 Classified employees who hold full-time or regular part-time positions are eligible to trade jobs, except for those employees who are on notice of lay-off pursuant to Article 20 (Employment Stability) of the Central Collective Agreement.
- 10.3.3 An employee can only trade jobs with an employee in the same category (i.e., a full-time employee can only trade jobs with another full-time employee; a regular part-time employee can only trade jobs with another regular part-time employee).
- 10.3.4 An employee who wishes to trade jobs with another employee must register with his or her ministry's human resources branch and complete the required documentation, which includes the employee portfolio. The employee must also indicate the specific location or locations to which he or she is willing to relocate.
- 10.3.5 An employee may only trade jobs with another employee who holds a position
- in the same classification; and
 - in the same ministry; and
- provided he or she is qualified to perform the normal requirements of the position without training.
- 10.3.6 Notwithstanding seniority, an employee will be considered for job trading prior to other employees registered for job trading if his or her spouse is also employed in the Ontario Public Service and has relocated to continue such employment at a different headquarters location.
- 10.3.7 If an employee has registered for job trading and he or she has also offered to be declared surplus pursuant to Article 20.7 (Voluntary Exit Option) of the Central Collective Agreement, his or her rights under that article will be exercised before any rights under this job trading agreement.

- 10.3.8 Relocation expenses incurred by employees who trade jobs will not be reimbursed by the Employer.
- 10.3.9 In the event more than one (1) employee meets the criteria to trade jobs with another employee, the Employer will choose the best qualified employee for the job to be traded. Where the qualifications and skills of two (2) or more employees are relatively equal, seniority will be the deciding factor, subject to Article 10.3.5 above.
- 10.3.10 Employees cannot trade jobs unless both of their managers approve of the trade.
- 10.3.11 Job trading is voluntary. Provided an employee has not been matched with another employee's job, he or she may withdraw at any time.
- 10.3.12 A job trade is not final until all four (4) parties to the trade have confirmed their agreement, in writing, i.e., the trading employees and their managers.
- 10.3.13 Should the employment situation or relocation decision of either employee change after sign-off, the job trade agreement remains binding. For example, if an employee receives surplus notice after a job trade is completed, then he or she will be subject to the appropriate procedures for redeployment.

ARTICLE 11 - HEADQUARTERS

- 11.1 This article applies to employees who do not attend at or work at or work from any permanent ministry facility in the course of their duties, but for whom a permanent ministry facility or other place is designated as an employee's "headquarters" for the purposes of the provisions of this Central Collective Agreement and of various allowances which require a headquarters to be specified.
- 11.2 A ministry may designate a headquarters when an employee is initially appointed to a position, or when a position is filled by an employee in accordance with Article 6 (Posting and Filling of Vacancies or New Positions), Article 7 (Pay Administration) or Article 20 (Employment Stability) of this Central Collective Agreement. All job postings, notices and offers in relation to positions covered by this article shall include the designated headquarters for the position. This designation shall be the location considered by the ministry to be the most convenient for the efficient conduct of the ministry's business, having regard to the ministry's projection of the location of the employee's work assignments for a period of two (2) years. It is not a requirement that the designated

headquarters be a facility whose functions are related to the work to be performed by the employee, and the employee's residence may also be designated as his or her headquarters. The Employer will supply to the Union, by December 30 of each year, a current list of headquarters designations for employees covered by this article.

- 11.3 By mutual agreement in writing between the ministry and an employee, a new headquarters may be designated for an employee at any time, and by mutual agreement in writing between the ministry and the employee, a temporary or seasonal headquarters may be designated for a stated period, following which the previously designated headquarters will be reinstated unless it has been changed in accordance with this article.
- 11.4 A ministry may change the headquarters of an employee covered by this article, if:
 - (a) the employee's residence has been designated as his or her headquarters and he or she subsequently initiates a change of residence; or
 - (b) a ministry facility which has been designated as the employee's headquarters ceases to operate as a ministry facility; or
 - (c) the employee is assigned to a work location or work locations at least forty (40) kilometres by road from his or her existing headquarters, and it is anticipated that the employee will continue to work in the area of the new work location or work locations for at least two (2) years.
- 11.5 Where a ministry exercises its right to change the headquarters of an employee otherwise than by mutual agreement with the employee, the following procedure will apply:
 - (a) The ministry shall first give notice to the employee of its intent, and shall consult with the employee to determine the employee's interests and the employee's preferences as to the new headquarters location.
 - (b) The ministry shall determine the new headquarters location in a way which is equitable to both the employee and the ministry.
 - (c) The employee shall be given three (3) months' notice of the change in designation of the headquarters.
- 11.6 Where it is necessary to identify which one or more of a group of

employees is to be assigned to a new headquarters, the employees to be reassigned shall be identified by considering the qualifications, availability, and current location (home, closest facility and work location). Where qualifications, availability and location are relatively equal, length of continuous service shall be used to identify the employee to be reassigned.

11.7 Employees who relocate their residences because of a change in headquarters, other than a temporary or seasonal change, in accordance with this article, shall be deemed to have been relocated for the purposes of the Employer's policy on relocation expenses.

ARTICLE 12 - ISOLATION PAY

12.1 An employee who is stationed at a work location which receives a total of eight (8) or more points under the factors outlined in Articles 12.3.1 and 12.3.2 shall be paid an isolation allowance in accordance with the following scale:

8 points	\$ 3.45 per week
9 - 12 points	\$ 5.18 per week
13 - 16 points	\$ 6.90 per week
17 - 20 points	\$ 8.63 per week
21 - 24 points	\$10.35 per week
25 - 28 points	\$12.08 per week
29 - 32 points	\$13.80 per week
33 - 36 points	\$15.53 per week
37 - 40 points	\$17.25 per week
41 - 44 points	\$18.98 per week
45 - 48 points	\$20.70 per week.

12.2 For purposes of this article, "work location" is defined as the address of the working place at which the employee is normally stationed or, in certain special cases, another location designated as headquarters by the ministry.

12.3 This article shall not apply to employees whose work locations are south of the following boundary lines: Border of the State of Minnesota and Ontario easterly along the northern shores of Lake Superior and Lake Huron (inclusive of such islands as Manitoulin) to the French River; French River to Lake Nipissing; Lake Nipissing easterly to Highway 17; Highway 17 to Mattawa.

12.3.1 Population of the largest centre of population within eighty (80) kilometres of the employee's work location:

<u>Population</u>	<u>Points Assigned</u>
1 - 249	14
250 - 499	12
500 - 999	10
1000 - 1999	8
2000 - 2999	6
3000 - 3999	4
4000 - 4999	2
5000 or more	0

12.3.2 Distance from the employee's work location to a centre of population of five thousand (5,000) or more:

<u>Distance</u>	<u>Travel by road</u>	<u>Travel only by means other than road</u>
80 km or less	0	0
81 - 160 km	6	9
161 - 320 km	12	17
321 - 480 km	18	26
Over 480 km	24	34

12.4.1 In establishing the points to be assigned to each location in accordance with Article 12.3.1, population shall be determined by reference to the following publications:

For Incorporated Communities:

The Municipal Directory, published by the Ministry of Municipal Affairs and Housing.

For Unincorporated Communities and Indian Reserves:

Directory, Northern Ontario, published by the Ministry of Northern Development and Mines.

12.4.2 In establishing the points to be assigned to each location in accordance with Article 12.3.2, distance shall be determined by reference to the following publications:

Ontario/Canada Official Road Map, published by the Ministry of Transportation.

Distance Tables, King's Secondary Highways and Tertiary Roads, published by the Ministry of Transportation.

- 12.5.1 Points assigned to each location in accordance with Articles 12.3.1 and 12.3.2 shall be reviewed annually.
- 12.5.2 Amendments to any isolation allowance entitlement under Article 12.1 resulting from the review shall be implemented effective from April 1 of each year.

ARTICLE 13 - KILOMETRIC RATES

- 13.1 If an employee is required to use his or her own automobile on the Employer's business the following rates shall be paid effective August 1, 1991:

<u>Kilometres Driven</u>	<u>Southern Ontario</u>	<u>Northern Ontario</u>
0 - 4,000 km	30¢/km	30.5¢/km
4,001 - 10,700 km	26¢/km	26.5¢/km
10,701 - 24,000 km	22¢/km	22.5¢/km
over 24,000 km	18¢/km	19.0¢/km.

- 13.2 Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31, inclusive).
- 13.3 Attached hereto as Appendix 3 (Use of Privately Owned Automobiles).

ARTICLE 14 - TIME CREDITS WHILE TRAVELLING

- 14.1 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the ministry.
- 14.2 When travel is by public carrier, except municipally operated transit systems, 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.
- 14.3 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 his or her destination and from the assigned hour of departure from the destination until he or she reaches his or her home or place of employment.
- 14.4 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.

- 14.5 When an employee is required to travel on his or her regular day off or a holiday listed in Article 47 (Holidays), he or she shall be credited with a minimum of four (4) hours.
- 14.6 All travelling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.

ARTICLE 15 - NON-PYRAMIDING OF PREMIUM PAYMENTS

- 15.1 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by the Central Collective Agreement or any Bargaining Unit Collective Agreement as listed in Article 1 (Recognition).

ARTICLE 16 - LOCAL AND MINISTRY NEGOTIATIONS

- 16.1 It is agreed that all ministries may enter into local and ministry employee relations negotiations such that are appropriate as not being excluded by the provisions of the Crown Employees Collective Bargaining Act, 1993. Such negotiations shall not be subject to the mediation and arbitration procedures under the Act, provided however, that nothing shall preclude a grievance alleging a violation of the Central Collective Agreement, as provided in the said Act.
- 16.2 The ministry Employee Relations Committee (ERC) shall be co-chaired by a member of the ministry's Senior Management Group.
- 16.3 The Union may forward to the Deputy Minister matters which are not resolved at the ministry ERC, and the Deputy Minister shall respond in writing to the matters raised within twenty-one (21) days of receipt by the Deputy Minister of the unresolved item.
- 16.4 A Central Employee Relations Committee (CERC) shall be established consisting of equal numbers of up to four (4) members from each party. The Committee will discuss matters of interest between the parties which may include matters unresolved at ministry level negotiations. CERC discussions shall not be subject to mediation or arbitration. Either party may invite an additional representative for specific issues.

ARTICLE 17 - JOINT CONSULTATION COMMITTEE

- 17.1 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations.
- 17.2.1 The parties agree that a joint consultation committee composed of up to

four (4) representatives from the Union and up to four (4) representatives of the Employer, shall be used as a forum for consultation on changes in conditions of employment not governed by this Central Collective Agreement and on other matters of mutual interest.

- 17.2.2 The committee shall meet once every two (2) months, or more frequently, with the consent of the parties.
- 17.3 While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity and shall have no power to alter, amend, add to or modify the terms of this Central Collective Agreement.

ARTICLE 18 - SENIORITY (LENGTH OF CONTINUOUS SERVICE)

18.1 An employee's length of continuous service will accumulate upon completion of a probationary period of not more than nine (9) months and shall commence:

- (a) from the date of appointment to the Classified Service for those employees with no prior service in the Ontario Public Service; or
- (b) from the date established by adding the actual number of full-time weeks worked by a full-time unclassified employee during his or her full-time employment back to the first break in employment which is greater than thirteen (13) weeks; or
- (c) for a regular part-time civil servant, from January 1, 1984 or from the date on which he or she commenced a period of unbroken, part-time employment in the public service, immediately prior to appointment to a regular part-time position in the civil service, whichever is later; or
- (d) effective January 1, 1984, from the date established by adding the actual number of full-time weeks worked by a full-time seasonal employee during his or her full-time employment back to the first break in employment which is greater than thirteen (13) weeks.

"Unbroken service" is that which is not interrupted by separation from the public service; "full-time" is continuous employment as set out in the hours of work schedules for the appropriate classifications; and "part-time" is continuous employment in accordance with the hours of work specified in Article 58.1 (Hours of Work).

Effective December 20, 1990, any leaves of absence granted under Article

31.9 (Unclassified Employees - Pregnancy and Parental Leave) and Article 32.19 (Seasonal Employees - Pregnancy and Parental Leave) shall be included in the calculation of length of continuous service.

- 18.2 Notwithstanding Article 18.1, where a regular part-time civil servant within the meaning of Part C of the Central Collective Agreement and Part B of the Bargaining Unit Collective Agreements becomes a full-time civil servant covered by Parts A (Working Conditions) and B (Employee Benefits) of the Central Collective Agreement and Part A of the Bargaining Unit Collective Agreements, any service as a regular part-time civil servant which forms part of his or her unbroken service in the classified service shall be calculated according to the following formula:

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

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

Example:

- Weekly hours of work as a regular part-time civil servant = 6 years at 20 hours per week, and 2.5 years at 16 hours per week
- Full-time hours of work for class (weekly) = 40 (Schedule 4)
- Seniority (Length of Continuous Service) on becoming a full-time civil servant =

$$\frac{20}{40} \times 6 \text{ years} + \frac{16}{40} \times 2.5 \text{ years} = 3 \text{ years} + 1 \text{ year} = 4 \text{ years}$$

- 18.3 Where an employee has been released in accordance with Article 20 (Employment Stability) 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.

- 18.4 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 20 (Employment Stability) and remains released for more than two (2) years.
- 18.5 An OPS-wide seniority list, including the employees' names, social insurance number, date of continuous service, ministry, classification and location shall be maintained and provided to OPSEU twice annually.

ARTICLE 19 - MULTIPLE LAY-OFFS

- 19.1 Where a reorganization, closure, transfer, or the divestment, relocation or contracting-out of an operation in whole or in part will result in fifty (50) or more surplus employees in a ministry,
- (a) affected employees shall receive six (6) months notice of lay-off or pay in lieu thereof as provided in Article 20.2 (Notice and Pay in Lieu), 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 to affected employees, and
 - (c) the Joint Employment Stability Subcommittee (JESS) shall consult on issues related to lay-off, displacement and recall.
- 19.2 JOINT EMPLOYMENT STABILITY SUBCOMMITTEE (JESS)
- 19.2.1 There shall be a subcommittee of the Central Employee Relations Committee (CERC), which shall be known as the Joint Employment Stability Subcommittee of the CERC. It shall be composed, at any one time, of three (3) representatives appointed by each party. At meetings of the subcommittee, one (1) representative from each party from the particular ministry where the issue arose shall be invited to make representations before the subcommittee.

- 19.2.2 The mandate of the subcommittee shall be to consider issues arising out of decisions by the Employer which may affect the continued employment of fifty (50) or more employees within a ministry. In such circumstances, either party may table the matter for consideration by the subcommittee, and the subcommittee may make any recommendation that seems appropriate in the circumstances. Such consideration shall be concluded in a timely fashion with disclosure as circumstances warrant.

ARTICLE 20 - EMPLOYMENT STABILITY

20.1 PREAMBLE

- 20.1.1 The provisions of Article 20 apply to any employee who receives notice of lay-off on or after the date of ratification (March 31, 1996) by the parties. An employee who has received notice of lay-off prior to the date of ratification by the parties shall be entitled to the provisions of former Article 24 (Job Security). With respect to employees to whom the provisions of former Article 24.17 (Job Offer Guarantee) have been applied up to and including the date of ratification by the parties, these provisions shall continue to apply until December 31, 1996 and, with respect to any employees to whom such provisions continue to apply as of that date, the following new provisions apply effective January 1, 1997.
- 20.1.2 Where a lay-off may occur for any reason, the identification of a surplus employee in an administrative district or unit, institution or other such work area and the subsequent displacement, redeployment, lay-off or recall shall be in accordance with seniority subject to the conditions set out in this article.
- 20.1.3.1 Where a surplus employee has been identified in accordance with this Article, the Employer shall advise him or her in advance of providing notice of lay-off pursuant to Article 20.2.1. Such advice shall be provided, in writing, five (5) working days in advance of formal notice of lay-off. The purpose of this five-day period is for the employee to consider his or her options, as applicable, under Articles 20.2 (Pay in Lieu) and 20.3 (Separation Allowance).
- 20.1.3.2 On or before the end of the five-day period described in Article 20.1.3.1 above, the employee shall advise the Employer, in writing, of his or her decision either:
- (a) to exercise rights under Article 20.2 and Article 20.3, or
 - (b) to remain employed during the six-month notice period for possible redeployment or displacement pursuant to Articles 20.5 and 20.4, respectively.

- 20.1.3.3 An employee who fails to provide his or her written decision as required by Article 20.1.3.2 above shall be deemed to have decided to remain employed during the notice period.
- 20.2 NOTICE AND PAY IN LIEU
- 20.2.1 An employee identified as surplus shall receive six (6) months notice of lay-off or, with mutual consent, an employee may resign and receive equivalent pay in lieu of notice. Pay in lieu for the balance of the notice period shall only be granted where the Employer determines that operational requirements permit an employee's exit from the workplace prior to the expiration of six (6) months notice.
- 20.2.2 The notice period will begin when the employee receives official written notice. Copies of all such notices shall be provided to the Management Board Secretariat and to the Union.
- 20.2.3 Where an employee accepts pay in lieu of notice pursuant to this article, any further entitlements under this Central Collective Agreement are forfeited save and except any rights under Article 53 or 78 (Termination Payments) and Article 20.3 (Separation Allowance) or paragraph 4 of Appendix 9 (Employment Stability). The employee will be eligible to apply for restricted competitions from the last day of work until twenty-four (24) months from the date on which lay-off would otherwise have occurred.
- 20.2.4 Where an employee accepts pay in lieu of notice and is re-appointed to a position in the Ontario Public Service prior to the originally projected lay-off date, the employee will repay to the ministry a sum of money equal to the amount paid for the period between the date of re-appointment and the original projected lay-off date. In addition, the employee will repay to the ministry all monies, excluding tuition fees, received under Article 20.3 (Separation Allowance) or paragraph 4 of Appendix 9 (Employment Stability). The employee's continuous service date, for all purposes except Article 53 or 78 (Termination Payments), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.
- 20.2.5 Where an employee who accepts pay in lieu of notice is re-appointed to a position in the Ontario Public Service after the originally projected lay-off date, and prior to the expiration of a further twenty-four (24) months, the employee will repay to the ministry all monies, excluding tuition fees,

received under Article 20.3 (Separation Allowance) or paragraph 4 of Appendix 9 (Employment Stability). The employee's continuous service date for all purposes except Article 53 or 78 (Termination Payments), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.

20.3 SEPARATION ALLOWANCE

20.3.1 Where an employee resigns and his or her resignation takes effect within one (1) 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. On production of receipts from an approved educational program within twelve (12) months of resignation, the employee may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000). An employee who resigns pursuant to Article 20.3 will not be eligible for any other entitlements under Article 20.

20.3.2 Where an employee resigns later than one (1) 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 two hundred and fifty dollars (\$1,250). An employee who resigns pursuant to Article 20.3 will not be eligible for any other entitlements under Article 20.

20.4 DISPLACEMENT

20.4.1.1 An employee who has completed his or her probationary period, who has received notice of lay-off pursuant to Article 20.2 (Notice and Pay in Lieu), and who has not been assigned in accordance with the criteria of Article 20.5 (Redeployment) to another position shall have the right to displace an employee who shall be identified by the Employer in the following manner as set out in Articles 20.4.1.2 to 20.4.1.10.

20.4.1.2 The Employer will identify the employee with the least seniority in the same classification and the same ministry as the employee's surplus position. If such employee has less seniority than the surplus employee, he or she shall be displaced by the surplus employee provided that:

- (a) such employee's headquarters is located within a forty (40) kilometre radius of the headquarters of the surplus employee; and

- (b) the surplus employee is qualified to perform the work of the identified employee.
- 20.4.1.3 If the surplus employee is not qualified to perform the work of the least senior employee identified under Article 20.4.1.2 above, the Employer will continue to identify, in reverse order of seniority, employees in the same classification and in the same ministry until a less senior employee is found within forty (40) kilometres of the surplus employee's headquarters whose work the surplus employee is qualified to perform.
- 20.4.1.4 Failing displacement under Article 20.4.1.2 or 20.4.1.3 above, the Employer will identify, in reverse order of seniority, employees in the classes in the same class series in descending order until an employee with less seniority is found in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The identified employee shall be displaced by the surplus employee provided he or she is qualified to perform the work.
- 20.4.1.5 Failing displacement under Articles 20.4.1.2, 20.4.1.3 or 20.4.1.4 above, the Employer will review other classes which the employee held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The Employer will identify, in reverse order of seniority, a less senior employee in the class with the maximum salary closest to but not greater than the maximum salary of the surplus employee's current classification. The identified employee shall be displaced by the surplus employee provided he or she is qualified to perform the work.
- 20.4.1.6 Failing displacement under Articles 20.4.1.2, 20.4.1.3, 20.4.1.4 or 20.4.1.5 above, if the employee requests, the Employer will repeat the steps specified in Articles 20.4.1.2, 20.4.1.3, 20.4.1.4 and 20.4.1.5 with respect to positions beyond a forty (40) kilometre radius of his or her headquarters. No relocation expenses will be paid.
- 20.4.1.7 Failing displacement under Article 20.4.1.2, 20.4.1.3, 20.4.1.4, 20.4.1.5 or 20.4.1.6 above, the Employer will identify, in reverse order of seniority, a less senior employee who is:
- (a) in another ministry; and
- (b) whose headquarters is within a forty (40) kilometre radius of the displacing employee's headquarters; and

- (c) whose position the displacing employee previously held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in that ministry; and
- (d) if the employee previously held more than one position in that ministry, the position with a maximum salary closest to but not greater than the maximum salary of the displacing employee's current classification.
- The identified employee shall be displaced provided the displacing employee is qualified to perform the work.
- 20.4.1.8 No later than one (1) week following commencement of the notice period, the Employer will advise the surplus employee of the position into which he or she is eligible to displace.
- 20.4.1.9 The surplus employee must indicate in writing to the Ministry/Agency Director of Human Resources his or her intention to displace the employee identified pursuant Articles 20.4.1.2, 20.4.1.3, 20.4.1.4, 20.4.1.5, 20.4.1.6, or 20.4.1.7 above, as applicable. Written intention to displace must be received by the Ministry/Agency Director of Human Resources no later than one (1) week following the date the surplus employee received advice that he or she was eligible to displace an employee pursuant to Article 20.4.1.8 above.
- 20.4.1.10 An employee who does not indicate in writing to the Ministry/Agency Director of Human Resources his or her intention to displace within the time period stipulated by Article 20.4.1.9 above shall be deemed to have given up his or her right to displace and opted for redeployment under Article 20.5 (Redeployment).
- 20.4.2 The first employee who is displaced by an employee exercising his or her right to displace under Article 20.4.1 will have displacement rights. The employee displaced by the first displaced employee will also have displacement rights but the employee he or she subsequently displaces will not have any such right.
- 20.4.3 An employee who is displaced by an employee who exercises his or her displacement right under Article 20.4 shall receive notice of lay-off or salary continuance, at the Employer's discretion. The displaced employee's notice period or salary continuance shall be for a six (6) month period.
- 20.4.4 Article 7.4 (Pay Administration) shall not apply where an employee

displaces a less senior employee pursuant to Articles 20.4.1.4, 20.4.1.5, 20.4.1.6 or 20.4.1.7 above, save and except that Article 7.4 (Pay Administration) shall apply for the balance of the employee's notice period only.

20.4.5 Except as provided in Article 20.4, employees who are displaced will have full access to the provisions of Article 20.

20.5 REDEPLOYMENT

20.5.1 An employee who has received notice of lay-off in accordance with this article shall be assigned to a position that becomes vacant in his or her ministry during his or her notice period provided that:

- (a) the vacant position is in the same classification as his or her position; and
- (b) the vacant position is within a forty (40) kilometre radius of his or her headquarters; and
- (c) he or she is minimally qualified to perform the job; this is defined as "the ability to do the job at entry level"; and
- (d) there is no other person who is qualified to perform the required duties, who has a greater length of continuous service and who is eligible for assignment to the vacancy either pursuant to Article 20.5 or Article 20.6 (Recall).

20.5.2 With mutual consent, an employee who has not been assigned under Article 20.5.1 shall be assigned to a position that becomes vacant in his or her ministry beyond a forty (40) kilometre radius of his or her headquarters provided the conditions outlined in Article 20.5.1 (a), (c) and (d) are satisfied. Relocation expenses will not be paid.

20.5.3 Where an employee has not been assigned under Articles 20.5.1 or 20.5.2, he or she shall be assigned to a position that becomes vacant in any ministry provided the conditions outlined in Article 20.5.1(a), (b), (c) and (d) are satisfied.

20.5.4 With mutual consent, an employee who has not been assigned under Articles 20.5.1, 20.5.2 or 20.5.3 shall be assigned to a position that becomes vacant in any ministry beyond a forty (40) kilometre radius of his or her headquarters provided the conditions outlined in Article 20.5.1(a),(c) and (d) are satisfied. Relocation expenses will not be paid.

20.5.5 If, in accordance with Articles 20.5.2 or 20.5.4, an employee indicates that he or she is willing to be assigned to a position that becomes vacant in a specific location beyond a forty (40) kilometre radius of his or her headquarters and the employee is offered an assignment within a forty (40) kilometre radius of that location, refusal of the job offer will result in lay-off at the end of the notice period.

20.6 RECALL

20.6.1 A person who has been laid off is entitled to be assigned to a position that becomes vacant within twenty-four (24) months after his or her lay-off provided that:

- (a) the vacant position is in the same classification and ministry as his or her former position; and
- (b) the vacant position is within a forty (40) kilometre radius of his or her former headquarters; and
- (c) he or she is qualified to perform the required duties; and
- (d) there is no other person who is qualified to perform the required duties, who has a greater length of continuous service and who is eligible for assignment to the vacancy either pursuant to Article 20.6 or Article 20.5 (Redeployment);
- (e) notwithstanding Article 20.6.1(b) above, where as a result of displacement or redeployment an employee's headquarters has changed, recall rights shall apply to vacant positions within a forty (40) kilometre radius of either the person's current or former headquarters at his or her option. Relocation expenses will not be paid.

20.6.2 Where a person who has been laid off is re-appointed under Article 20.6, he or she shall be re-appointed at a rate within the position's salary range equivalent to the rate at which he or she was paid immediately prior to lay-off.

20.6.3 Employees who are laid off and subject to recall shall keep the Ministry/Agency Director of Human Resources informed of any change of address and/or telephone number. Such changes must be sent in writing.

20.6.4 Where a person who has been laid off is re-appointed to a position under Article 20.6, the Employer shall serve written notice of such re-

appointment to the person to the last address filed with the Employer. Written notice of re-appointment shall be sent by certified mail or another means whereby receipt of such notice is confirmed by the deliverer. Laid off employees re-appointed under Article 20.6 must accept the notice of recall and report for duty within the time limits stipulated below:

- (a) the employee must accept the recall, in writing, within seven (7) days of receipt of written notice;
- (b) an employee accepting recall shall report for duty within two (2) weeks of receiving written notice thereof, or on such other date specified in the notice.

20.6.5 A person shall lose his or her rights to recall pursuant to Article 20.6 upon the earlier of:

- (a) the date he or she takes termination pay pursuant to Article 53 or 78 (Termination Payments) of this Agreement; or
- (b) the date he or she does not attend a recall interview when requested by the Employer; or
- (c) having accepted an appointment in accordance with Article 20.6.1, he or she fails to report for duty on the date specified in Article 20.6.4(b); or
- (d) the date he or she does not accept an appointment in accordance with Article 20.6.1; or
- (e) twenty-four (24) months after the date of his or her lay-off.

20.6.6 A laid off employee who applies for a vacancy advertised in accordance with Article 6 (Posting and Filling of Vacancies or New Positions) and who is subsequently appointed to that position shall lose his or her rights to recall pursuant to Article 20.6.

20.7 VOLUNTARY EXIT OPTION

20.7.1 Subject to the conditions outlined in Article 20.7, 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 an employee who has received notice of lay-off within the previous two (2) week period, and whose position is in the same classification and the same ministry. No relocation expenses will be paid.

20.7.2 An employee shall advise the Ministry/Agency Director of Human Resources, in writing, of his or her desire to make an offer referred to in Article 20.7.1.

20.7.3 The position of an employee making an offer under Article 20.7.1 will be considered to be a vacancy for redeployment of a surplus employee pursuant to Article 20.5 (Redeployment), provided the Employer determines the position will continue to be filled.

20.7.4 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 his or her position in accordance with Article 20.5 (Redeployment).

20.7.5 For purposes of Article 20.7, a surplus employee will be assigned to the non-surplus employee's position only if he or she is able to perform the normal requirements of the position without training.

20.7.6 Employees who qualify for an actuarially unreduced pension or who could qualify pursuant to paragraph 2 of Appendix 9 (Employment Stability) shall not be eligible to utilize the provisions of Article 20.7.

20.7.7 Notwithstanding anything in any other provision of Article 20, the rights specified in Article 20.7 shall be exercised before any displacement or redeployment rights.

20.8 TEMPORARY VACANCIES

20.8.1 Surplus employees shall be eligible for assignment into temporary assignments in their own ministry in the last two (2) months of their notice. Such assignments are meant to provide additional employment opportunities for surplus employees prior to lay-off. Where more than one surplus employee matches the temporary assignment, the employee with greater seniority shall be offered the temporary assignment. It is understood that such assignment of a surplus employee to a temporary vacancy has priority over Article 8 (Temporary Assignments).

20.8.2 A surplus employee shall retain his or her status in the classified service and current salary entitlements while placed in a temporary assignment. Placement in a temporary assignment will not constitute a promotion for pay purposes. Subject to Article 20.8.1, for placement into temporary assignments, the employer shall use the same criteria and rules as for assignment into vacancies under Article 20.5 (Redeployment).

20.8.3 An offer of a temporary assignment to a surplus employee must be in writing and must specify the duration of the temporary assignment. The surplus employee shall have three (3) working days in which to accept or reject the offer of a temporary assignment.

20.8.4 Surplus employees who are occupying a temporary assignment remain eligible for assignment to permanent vacancies in accordance with the provisions of Article 20.5 (Redeployment) throughout their temporary assignment, but shall not continue to be matched to other temporary assignments during the term of the temporary assignment; however, the original temporary assignment may be extended by a maximum of three (3) months.

20.8.5 Where an employee in a temporary assignment is assigned to a permanent vacancy, the reporting date to the permanent position shall be no later than one (1) month from the date of offer, unless otherwise mutually agreed upon with the employee, the ministry with the permanent vacancy and the ministry with the temporary assignment.

20.8.6 When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway. Surplus employees who refuse a temporary assignment shall continue to be considered for assignment into permanent vacancies for the duration of their surplus notice period, but not for further temporary assignments.

20.9 ATTRITION

20.9.1 It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever possible, it will utilize attrition as a means of reducing the workforce.

20.10 VOLUNTARY LEAVES

20.10.1 In the spirit of co-operative attempts to create training and employment opportunities, the parties agree to the following full-time unpaid leaves, which will be advertised widely to employees and granted subject to local operating requirements:

(a) Extended Educational Leave: The Employer agrees to provide extended educational leave, without accumulation of credits, for periods of a minimum of one (1) school year;

(b) Family Leave: An employee at his or her option shall be entitled to a

leave of absence, without accumulation of credits, of up to one (1) year for care of a dependent person.

20.11 CAREER TRANSITION SUPPORT

20.11.1 Surplus employees who do not take pay in lieu under Article 20.2.1, separation allowance under Article 20.3 or who do not displace under Article 20.4 will be provided with transition support which may include skills assessment, counselling and job search skills.

20.11.2 Time spent by the surplus employee in activities outlined in Article 20.11 shall be with pay and no loss of credits.

20.12 TRAINING FOR A NEW JOB

20.12.1 Where, in accordance with Article 20.5 (Redeployment), the Employer determines there are no vacancies for which the employee is qualified to perform the work, and the employee has not been able to displace under Article 20.4 (Displacement) he or she may be assigned to a vacancy conditional upon meeting the qualifications after retraining during the notice period.

20.12.2 The need for employment-related retraining will be determined by the Employer in consultation with the employee and will only be provided to increase the likelihood of redeployment to an existing vacancy or one that the Employer has determined will arise and continue at the employee's ministry during his or her six (6) month notice period.

20.12.3 The Employer and the Union may consult on matters related to retraining programs linked to redeployment practices and procedures.

20.12.4 An employee will only be eligible for a conditional assignment where:

(a) the vacancy is in the same ministry; and

(b) the headquarters of the vacancy is within a forty (40) kilometre radius of the employee's headquarters; and

(c) the vacancy is in the same classification or a classification with a lower maximum salary than the employee's classification.

20.12.5 If, at the end of retraining, the employee is qualified to perform the work of the vacancy to which he or she has been conditionally assigned, he or she will be appointed to that vacancy.

- 20.12.6 If, at the end of retraining, the employee is not qualified to perform the work of the vacancy to which he or she has been conditionally assigned, he or she will be laid off at the end of the notice period with rights of recall.
- 20.12.7 The assignment of an employee to a vacancy in accordance with Article 20.5 (Redeployment) or Article 20.6 (Recall) shall have priority over the assignment of a surplus employee under Article 20.12.
- 20.12.8 Notwithstanding Article 20.12.7 above, if an employee has already been conditionally assigned to a vacancy, a qualified surplus employee will not have the right to be assigned to that position.
- 20.12.9 Where an employee is appointed to a position in accordance with Article 20.12, Article 7.4 (Pay Administration) shall not apply.
- 20.12.10 Time spent by the surplus employee in activities outlined in Article 20.12 shall be with pay and no loss of credits.
- 20.13 PROBATIONARY EMPLOYEES
- 20.13.1 The Employer will extend to probationary employees the benefit of the employment stability provisions found in this article, as follows:
- (a) 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 31.13.1 (Unclassified Employees) .
- (b) For the purposes of the application of Articles 20.2 (Notice and Pay in Lieu), 20.5 (Redeployment), 20.6 (Recall) and 20.7 (Voluntary Exit Option) 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 employment.
- (c) The provisions of Article 20.4 (Displacement) shall not be applied to probationary employees nor shall they have the benefit of any rights arising pursuant to Article 20.4.
- 20.13.2 Nothing in Article 20.13 shall be deemed to be a recognition of "seniority" or "continuous service" in probationary employees as those terms appear in Article 18 (Seniority).

- 20.14 TECHNOLOGICAL CHANGE
- 20.14.1 Where it is necessary to release an employee who has completed his or her probationary period, because of the introduction of technological change in equipment or methods of operation, at least three (3) months' notice in advance of the change shall be given to the employee affected and to the Union. For greater certainty, it is understood that such notice shall not operate so as to extend any other notice to be given under this Agreement, and it may run concurrently with any such other notice.
- 20.14.2 The matter will then be referred to the CERC to discuss and to attempt to resolve the problem with relation to the reallocation and retraining of the affected employees with a view to minimizing the effects of the Employer action required to be taken.
- 20.15 CONTINUANCE OF INSURED BENEFITS
- 20.15.1 Except as provided in Article 20.15, all benefits coverage under Part B and Part C of the Central Collective Agreement (Employee Benefits for Full-Time and Regular Part-Time Civil Servants) will cease at the end of the month in which the employee is laid off or resigns, save and except coverage as provided under Article 36.3 or 64.3 (Insured Benefits Plans) and Article 40.5 or 68.7 (Dental Plan).
- 20.15.2 An employee who, pursuant to Article 20, is laid off or resigns and receives pay in lieu of notice may continue benefits coverage at his or her own expense, except for coverage under Article 44 (Short Term Sickness Plan) and Article 42 (Long Term Income Protection), for a period of twelve (12) months following lay-off or resignation by arranging to pay the full premiums, in advance, on a quarterly basis.
- 20.15.3 Failure by the employee to pay the premiums as specified in Article 20.15.2 will disentitle the employee to any further benefits under Article 20.15.
- 20.16 JOB REGISTRY SYSTEM
- 20.16.1 The parties agree that an OPS-wide job registry system shall be developed by the Management Board Secretariat and shared with the CERC, to track all funded classified vacancies as approved to be filled by the Employer. Such vacancies shall be reported by ministries to Management Board Secretariat for inclusion in the registry. Names of surplus employees shall be reported by ministries to Management Board Secretariat and the Union once an employee is given written notice of lay-off. Monitoring of

the job registry and redeployment results will be reported to Management Board of Cabinet and CERC by the Management Board Secretariat on a quarterly basis.

20.17 MONITORING AND REPORTING

20.17.1 There shall be central monitoring and reporting of vacancies with respect to the job registry and redeployment processes in accordance with Article 20.16 (Job Registry System).

20.17.2 The Employer agrees to share job registry and redeployment data with the CERC.

20.17.3 The JESS may establish standards and norms governing the review of qualifications and assessment of surplus employees.

20.18 GENERAL

20.18.1 It is understood that when it is necessary to assign a surplus employee to a vacant position in accordance with Article 20.5 (Redeployment) or recall a laid off employee in accordance with Article 20.6 (Recall), the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

20.18.2 For purposes of Article 20, lay-off means the same as release per section 22(4) of the Public Service Act, Revised Statutes of Ontario, 1990, Chapter P.47, as amended.

20.19 PAYMENT OF MONIES

20.19.1 The Employer shall endeavour to phase in lump sum and severance payments over two (2) calendar years, if the employee so requests and if legislation permits.

ARTICLE 21 - DISCIPLINE AND DISMISSAL

21.1 It is understood that the right of the Employer to discipline or dismiss employees shall be for just cause. The Employer's right to discipline or dismiss is subject to the right of an employee to grieve such action.

21.2 For greater certainty, it is understood that nothing in Article 21.1 confers on a probationary employee any right to grieve or arbitrate his or her dismissal.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.1 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.

STAGE ONE

22.2.1 It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible and it is understood that if an employee has a complaint, the employee shall meet, where practical, and discuss it with the employee's immediate supervisor within thirty (30) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee in order to give the immediate supervisor an opportunity of adjusting the complaint.

22.2.2 If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) days of the discussion and/or meeting, it may be processed within an additional ten (10) days in the following manner:

STAGE TWO

22.3.1 If the complaint or difference is not resolved under Stage One, the employee may file a grievance, in writing, through the Union, with the senior human resources representative in the ministry or his or her designee.

22.3.2 The senior human resources representative or his or her designee shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor his or her decision in writing within seven (7) days of the meeting with a copy to the Union steward.

22.4 If the grievor is not satisfied with the decision of the senior human resources representative or his or her designee or if he or she does not receive the decision within the specified time, the grievor may apply, through the Union, to the Grievance Settlement Board (GSB) 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.

22.5 The employee, at his or her option, may be accompanied and represented by a Union representative at Stage Two of the grievance procedure.

- 22.6.1 An employee who is a grievor or complainant and who makes application, through the Union, for a hearing before the GSB or the Ontario Labour Relations Board (OLRB) 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 or Tribunal. Article 22.6.1 shall also apply to pre-hearings, mediation/arbitration or mediation under auspices of the GSB or OLRB.
- 22.6.2 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.
- 22.6.3 Article 22.6.2 shall also apply to the Union Steward who is authorized to represent the grievor at Stage Two of the grievance procedure.
- 22.6.4 The Union shall advise the senior human resources representative of the affected ministries with copies to the Director, Corporate Labour Relations/Negotiations Secretariat, of the Union Stewards together with the areas they are authorized to represent, which list shall be updated at least every six (6) months.
- 22.7 LAY-OFF
- 22.7.1 Where an employee files a grievance, through the Union, claiming improper lay-off and the grievance is referred to the GSB in accordance with Article 22.4, the Union shall notify the Employer, in writing, at least three (3) weeks prior to the date established for the Board's hearing, of the title and location of the position which will be the subject matter of the claim before the Board.
- 22.8 DISMISSAL
- 22.8.1 Any probationary employee who is dismissed or released shall not be entitled to file a grievance.
- 22.8.2 Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance, through the Union, at the second stage of the grievance procedure provided he or she does so within thirty (30) days of the date of the dismissal.
- 22.9 INSURED BENEFITS GRIEVANCE
- 22.9.1 An allegation that the Employer has not provided an insured benefit that has been contracted for in this Agreement shall be pursued as a Union grievance filed under Article 22.13 (Union Grievance).

- 22.9.2 Any other complaint or difference shall be referred to the Claims Review Subcommittee of Joint Insurance Benefits Review Committee (JIBRC), established under Appendix 4 (Joint Insurance Benefits Review Committee), for resolution.
- 22.10 SEXUAL HARASSMENT
- 22.10.1 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.
- 22.10.2 Every employee covered by this Central 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.
- 22.10.3.1 The time limits set out in Article 22.2.1 do not apply to complaints under Article 22.10, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- 22.10.3.2 Where, at any time either before the making of a complaint or the filing of a grievance under Article 22, 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 22 shall be suspended until the employee is given notice in writing of the results of the investigation, which shall be completed within ninety (90) days or less, which time limits may be extended by mutual consent.
- 22.10.3.3 Where a complaint under Article 22.10 is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint which is expressed in Article

22 to be presented to the supervisor may be presented directly to the senior human resources representative or his or her designee, specifically assigned 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.

- 22.10.4 Where it appears to the GSB that an employee who is a grievor under Article 22.10 has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, the GSB may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.
- 22.10.5 An employee who makes a complaint under Article 22.10 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.
- 22.11 GROUP GRIEVANCE
- 22.11.1 In the event that more than one (1) employee is directly affected by one specific incident or circumstance and such employees would be entitled to grieve, a group grievance shall be presented in writing by the Union signed by such employees to the senior human resources representative at Stage Two, within the time limits as specified in Article 22.2.1. Up to three (3) grievors of the group shall be entitled to be present at all Stages unless otherwise mutually agreed.
- 22.11.2 The consolidation of group grievances across several branches, departments or ministries shall be discussed in accordance with the provisions of Article 22.17.
- 22.12 CLASSIFICATION
- 22.12.1 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 Article 22. An employee, however, shall have the right to file a grievance in accordance with the grievance procedure, specifying in his or her grievance what classification he or she claims.
- 22.12.2 A classification grievance as provided in Article 22.12.1 which has not been resolved by the end of Stage 2 of this grievance procedure may be

referred to the Joint System Subcommittee (JSSC) provided in Appendix 7 (Classification System Overhaul) of this Agreement, for final resolution. The JSSC may decide on any grievance referred to it. Where the parties at the JSSC concur, their decision shall be binding on the parties and any affected employee. Where the parties at the JSSC do not concur, the matter shall remain unresolved unless and until concurrence is reached.

- 22.12.3 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.
- 22.13 UNION GRIEVANCE
- 22.13.1 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.
- 22.13.2 Where the difference between the Employer and the Union involves more than one (1) ministry, the Union shall be entitled to file a grievance with the Director, Corporate Labour Relations/Negotiations Secretariat provided it does so within sixty (60) days following the occurrence or origination of the circumstances giving rise to the grievance.
- 22.13.3 A submission of the grievance to the Director, Corporate Labour Relations/Negotiations Secretariat under Article 22.13 shall be considered to be the second stage of the grievance procedure for the purpose of Article 22. Union grievances shall be signed by the President or Vice-President. It is further agreed that no grievance processed under Article 22.13 shall be dealt with under the provisions of the mediation/arbitration referred to hereunder except with the mutual agreement of the parties.
- 22.14 GENERAL
- 22.14.1 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.
- 22.14.2 In Article 22, "days" shall include all days exclusive of Saturdays, Sundays and designated holidays.

- 22.14.3 The time limits contained in Article 22 may be extended by agreement of the parties in writing.
- 22.14.4 The parties agree that principles of full disclosure of issues in dispute as alleged by a grievance advanced by the Union on behalf of a member or members, or the Union itself, and full disclosure of facts relied upon by management in a decision that is subject to a grievance, are key elements in amicable and expeditious dispute resolution processes.
- 22.14.5 The parties agree that at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure.
- 22.14.6 The GSB shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreements.
- 22.15 DISCIPLINARY RECORD
- 22.15.1 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 so removed cannot be used in any subsequent proceedings.
- 22.16 MEDIATION/ARBITRATION PROCEDURE
- 22.16.1 Except for grievances concerning dismissal, sexual harassment, and/or human rights, and Union grievances with corporate policy implications, all grievances shall proceed through the GSB to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informal manner.
- 22.16.2 The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator may limit the nature and extent of the evidence and may impose such conditions as he or she considers appropriate. The mediator/arbitrator shall give a succinct decision within five (5) days after completing proceedings, unless the parties agree otherwise.
- 22.16.3 The mediator/arbitrator shall begin proceedings within six (6) months of the date of the referral to the GSB unless a later date is agreed to by the parties.

- 22.16.4 The GSB will adopt such procedures as are necessary to ensure the resolution of disputes within the procedures and time frames set out above.
- 22.16.5 The parties will make every effort to schedule grievances for hearing, that have been referred to the GSB, within six (6) months of the referral.
- 22.16.6 Grievances concerning dismissal, sexual harassment, and/or human rights, and Union grievances with corporate policy implications shall proceed through the regular arbitration procedure and shall not utilize this mediation/arbitration procedure except with the mutual agreement of the parties.
- 22.16.7 Decisions reached through the mediation/arbitration process shall have no precedential value unless the parties agree otherwise.
- 22.17 JOINT REVIEW PROCESS
- 22.17.1 The parties agree that any dispute arising out of Article 22.14.4 shall be referred to the Joint Review Process. Should the matter not be resolved at that level, it shall proceed within fifteen (15) days to an available mediator-arbitrator drawn from a list of agreed upon mediator-arbitrators. The parties agree that the standard to be used by the mediator-arbitrator shall be arguable relevance. The burden of proof in Article 22.17 will rest with the party asserting the need for the information. Any such hearing on issues referred to a mediator-arbitrator under Article 22.17, shall be limited to hearings of no more than one (1) day.
- 22.17.2 The Joint Review Process is an integral part of the dispute resolution mechanism. The parties agree to meet in such process for the following reasons:
- (a) review of such cases as the parties choose prior to submission to arbitration
 - (b) consolidation of cases, where applicable, with agreement in advance as to application of an award on similar issues, subject to the right of the parties to seek judicial review of any award.
 - (c) review arbitration awards as deemed necessary to determine application
 - (d) any other mutually acceptable reason.

22.18 INTEREST

22.18.1 Where monetary compensation and/or damages are decided to be owing for a grievance, interest shall be payable as follows:

(a) for the period commencing thirty (30) days prior to the date the grievance was filed until the decision:

(1) interest shall be calculated at the quarterly prime rates, set by the Bank of Canada, averaged yearly for that period.

(2) interest will be paid on all amounts owing, except where compensation is payable for back pay or any other amount that accrues over time, interest shall be calculated on one half of the compensation.

(b) for the period from the date of the decision until the compensation and/or damages is paid, interest shall be payable on all amounts owing, payable at the prime rate set by the Bank of Canada, for the quarter before the decision.

ARTICLE 23 - LEAVE - UNION ACTIVITIES

23.1 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.

23.2.1 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 negotiations up to the release of a conciliation "no board" report or the release of the report of a conciliation board, as the case may be, provided that not more than seven (7) employees at any one time shall be permitted such leave for any one set of negotiations at each of the six (6) bargaining unit tables and the central table. Leaves of absence granted under Article 23.2.1 shall include reasonable travel time.

23.2.2 Notwithstanding Article 23.2.1, the Union may at its discretion require up to five (5) additional members to participate in negotiations at each of the six (6) bargaining unit tables and the central table up to the release of a conciliation "no board" report or the release of the report of a conciliation board, as the case may be, who shall be granted leaves of absence without pay but with no loss of credits. Leaves of absence granted under Article 23.2.2 shall include reasonable travel time.

23.2.3 Members of the Union granted leaves of absence under Articles 23.2.1 or 23.2.2 shall also be granted reasonable time off to attend Union bargaining team caucus sessions held immediately prior to such negotiations, mediation or arbitration.

23.2.4 The leave under Articles 23.2.2 and 23.2.3 shall be with pay and without loss of credits and reimbursement to the ministry shall include wages plus an amount of twenty percent (20%) in lieu of benefit costs and other Employer contributions.

23.3 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 such meetings will be held on Saturdays or Sundays and that the total time granted for each instance shall not exceed two (2) consecutive days for each employee.

23.4 Leaves 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 meetings of the JIBRC as set out in Appendix 4 (Joint Insurance Benefits Review Committee), provided that not more than three (3) employees at one time shall be permitted such leave. Leaves of absence granted under Article 23.4 shall include reasonable travel time.

23.5.1 (a) Upon request by the Union, confirmed in writing, and provided that reasonable notice is given, leave of absence with no loss of pay and with 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.

(b) On the understanding that leaves requested under (a) will be kept to a minimum, it is agreed that extended leave of absence will be granted to four (4) employees in any calendar year for the purpose of conducting the internal business affairs of the Union. Each leave will be for a period of ninety (90) consecutive calendar days and only one (1) such employee will be absent at one time.

The leave shall be with pay and without loss of credits and reimbursement to the ministry shall be made as set out in Article 23.6.2.

23.5.2 The Union will advise the Directors of Human Resources of the affected ministries, with copies to the Director, Corporate Labour Relations/Negotiations Secretariat, of the names and locations of such employees, immediately following their election.

- 23.5.3 Leaves of absence with no loss of pay and with no loss of credits shall be granted to accommodate reasonable travel time.
- 23.5.4 The Union will reimburse the ministry for the salary paid to members of the Executive Board and the Executive Officers granted leave under Article 23.5.
- 23.6.1 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 and ministry of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.
- 23.6.2 During the term of such leave of absence, the Union will reimburse the ministry for the salary paid to the employee on such leave of absence and contribute the Employer's share of contributions to the OPSEU Pension Plan 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.
- 23.6.3 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.
- 23.7 The employee shall discuss any required leave with his or her supervisor at the earliest opportunity.
- 23.8 All requests for leave of absence permitted in Article 23 shall be sent to the Directors of Human Resources of the affected ministries with copies to the Director, Corporate Labour Relations/Negotiations Secretariat. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.
- 23.9 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 his or her 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) Article 23.5.3 shall not apply.

A list of the name, social insurance number, and work location of every local president, together with the total number of employees in each president's local, shall be sent to the Directors of Human Resources in affected ministries with copies to the Director, Corporate Labour Relations/Negotiations Secretariat. The Union shall provide updated lists as changes are made, and shall provide a master list to the Director, Corporate Labour Relations/Negotiations Secretariat at least annually.

ARTICLE 24 - LEAVE WITHOUT PAY

- 24.1 An employee may request a leave of absence without pay and without accumulation of credits. A Deputy Minister shall not unreasonably deny such requests.

ARTICLE 25 - LEAVE - SPECIAL

- 25.1 Leave of absence with pay may be granted for special or compassionate purposes to an employee for a period of:
- (a) not more than six (6) months with the approval of his or her Deputy Minister; and
- (b) over six (6) months upon the certificate of the Civil Service Commission and with the approval of the Lieutenant Governor in Council.
- 25.2 SELF FUNDED LEAVE
- 25.2.1 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 (1) year and not more than four(4) years.

- 25.2.2 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.
- 25.2.3 Notwithstanding Article 36.2 (Insured Benefits Plans - General), during the leave the employee's insured benefits will be continued where the employee continues to pay for his or her portion.
- 25.2.4 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 or 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.
- 25.2.5 Details of the self funded leave plan are contained in the information booklet described in Articles 39.6 and 67.6 (Supplementary Health and Hospital Insurance).

ARTICLE 26 - LEAVE - FOREIGN, INTERGOVERNMENTAL

- 26.1 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 27 - LEAVE - JURY DUTY

- 27.1 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 accumulated compensating leave and retain any fee he or she receives as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the ministry any fee he or she has received as a juror or as a witness.

ARTICLE 28 - LEAVE - MILITARY SERVICE

- 28.1 A Deputy Minister 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 in his or her ministry for the purpose of Canadian Forces Reserve training.

ARTICLE 29 - LEAVE - PENSION TRUSTEES

- 29.1 Union Trustees of the OPSEU Pension Plan shall be granted leave of absence without pay and without loss of credits to attend trustee and committee meetings. Leave of absence under this article shall include reasonable travel time.
- 29.2 The Union will advise the Directors of Human Resources of the affected ministries of the names and locations of such employees, immediately following their appointment to the Board of Trustees of the OPSEU Pension Plan.

ARTICLE 30 - UNCLASSIFIED EMPLOYEES

- 30.1 The only terms of this Agreement that apply to employees who are not civil servants are those that are set out in Articles 31, 32, 33 and 34.

ARTICLE 31 - UNCLASSIFIED EMPLOYEES OTHER THAN SEASONAL, STUDENT AND GO TEMP EMPLOYEES

- 31.1 Articles 31.2 to 31.16 apply only to unclassified employees other than seasonal, student and GO Temp employees.
- 31.2 **WAGES**
 - 31.2.1 The rate of the equivalent civil service classification shall apply. If there is no equivalent classification, the rate shall be set by the ministry involved and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.
 - 31.2.2 A full-time unclassified employee covered by Article 31 shall be entitled to the same provisions regarding progression through the salary range and retroactivity of salary revisions as those agreed upon for the Bargaining Unit to which they correspond.
- 31.3 **OVERTIME**
 - 31.3.1 One and one-half (1 ½) times the basic hourly rate shall be paid for authorized hours of work performed:

- (a) in excess of seven and one-quarter (7 ¼) or eight (8) hours per day, as applicable, where employees work a regular thirty-six and one-quarter (36 ¼) or forty (40) hour work week, as applicable, or
 - (b) in excess of the scheduled hours for employees who work on a regularly scheduled work day exceeding eight (8) hours, or
 - (c) in excess of the employees' regularly scheduled work week, or
 - (d) in excess of thirty-six and one-quarter (36 ¼) or forty (40) hours per week where employees do not have regularly scheduled work days.
- 31.4 REPORTING PAY
- 31.4.1 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.
- 31.4.2 Notwithstanding Article 31.4.1, where an employee has been scheduled to work for less than two (2) hours, he or she shall receive payment for the hours scheduled.
- 31.4.3 Article 31.4 shall not apply where the employee has been notified, at least one (1) hour prior to his or her scheduled starting time, not to report for work.
- 31.5 HOLIDAYS
- 31.5.1 Four percent (4%) 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 47 (Holidays). When the employee is required to work on any of these holidays, he or she shall be paid two (2) times his or her basic hourly rate for all hours worked in addition to the four percent (4%). However, where the employee's equivalent civil service classification is in Schedule 6, the employee shall receive his or her regular day's pay when required to work on such a holiday in addition to the four percent (4%).
- 31.6 VACATION PAY
- 31.6.1 Four percent (4%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

- 31.7 BENEFITS - PERCENT IN LIEU
- 31.7.1 Effective upon ratification by both parties, all full-time unclassified employees shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in Part B of the Central Collective Agreement, save and except holiday and vacation pay, an amount equal to two percent (2%) of their basic hourly rate for all hours worked exclusive of overtime. Such in lieu payment shall not apply to seasonal employees as defined in Article 32.2 (Definition) who qualify for coverage pursuant to Article 32.8 (Seasonal Employee Benefits - General).
- 31.8 ATTENDANCE CREDITS AND SICK LEAVE
- 31.8.1 Employees who work thirty-six and one-quarter (36 ¼) or forty (40) hours per week shall earn attendance credits of one and one-quarter (1 ¼) days for each calendar month of full attendance or for each calendar month of leave of absence granted under Article 31.9 (Pregnancy and Parental Leave). 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. However, accumulated attendance credits earned prior to April 1, 1978 may be transferred to the Classified Service when the appointment to the Classified Service is made from continuous, unbroken, full-time Unclassified Service.
- 31.8.2 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 employee's manager, certifying that the employee is unable to attend to his or her official duties.
- 31.8.3 Notwithstanding Article 31.8.2, where it is suspected that there may be an abuse of sick leave, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than five (5) days.
- 31.9 PREGNANCY AND PARENTAL LEAVE
- 31.9.1 Pregnancy and parental leaves will be granted to employees under the terms of the Employment Standards Act. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.
- 31.9.2 Parental leaves shall be granted for up to eighteen (18) weeks.

- 31.10 BEREAVEMENT LEAVE
- 31.10.1 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, ward or guardian. However, in the event of the death of his or her sister-in-law, son-in-law, daughter-in-law, brother-in-law, grandparent or grandchild, he or she shall be allowed only one (1) day's leave of absence with pay.
- 31.11 HEALTH AND SAFETY
- 31.11.1 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.
- 31.12 TERMINATION OF EMPLOYMENT
- 31.12.1 Employment may be terminated by the Employer at any time with two (2) weeks' notice, or pay in lieu thereof.
- 31.13 APPOINTMENT TO THE CLASSIFIED SERVICE
- 31.13.1 Where an employee is appointed to the Classified Service and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to appointment to the Classified Service, 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.
- 31.13.2 Notwithstanding Article 31.13.1, where an employee is appointed to the Classified Service as a regular part-time civil servant and has worked at least the minimum hours specified in Article 58.1 (Hours of Work) on a continuous basis immediately prior to appointment to the Classified Service, 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.
- 31.14 UNION DUES
- 31.14.1 Union dues shall be deducted from an employee covered by Article 31. These dues shall be remitted to the Union quarterly, accompanied by the

- name, social insurance number, ministry and where applicable, the civil service classification used to establish the wage rate of the employee on whose behalf the deductions have been made. See Appendix 2 (Tape on Union Dues - Unclassified Employees) attached.
- 31.14.2 The Union must advise the Employer in writing of the amount of its dues for employees covered by Article 31. 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.
- 31.14.3 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of Article 31.14.
- 31.15 CONVERSION OF UNCLASSIFIED POSITIONS TO CLASSIFIED POSITIONS
- 31.15.1.1 Where the same work has been performed by an employee in the Unclassified Service for a period of at least two (2) consecutive years, except for situations where the unclassified employee is replacing a classified employee on a leave of absence authorized by the Employer or as provided for under the Central Collective Agreement, and where the ministry has determined that there is a continuing need for that work to be performed on a full-time basis, the ministry shall establish a position within the Classified Service to perform that work.
- 31.15.1.2 Where the ministry has determined that it will convert a position in accordance with Article 31.15.1.1, the status of the incumbent in the position will be converted from unclassified to classified, provided that the incumbent has been in the position in question for at least two (2) years.
- 31.15.2 For the purpose of Article 31.15, "full-time" shall mean a minimum of one thousand seven hundred and thirty-two and three quarter (1,732.75) straight-time hours or one thousand nine hundred and twelve (1,912) straight-time hours in each year, as applicable, including authorized leaves of absence. However, all hours worked by an unclassified employee while he or she is replacing a classified employee who is on an authorized leave of absence shall not be included in computing the annual hours worked by the unclassified employee.
- 31.16 OTHER APPLICABLE ARTICLES
- 31.16.1 The following articles of the Central Collective Agreement shall also apply to unclassified employees other than seasonal, student and GO Temp employees: 1, 2, 3, 4, 5, 6.1, 6.4, 8, 9, 10.1, 13, 14, 15, 16, 18, 21, 22, 23, 24, 27, 28, 45 and 80.

31.16.2 The following articles of the Bargaining Unit Collective Agreements shall also apply to unclassified employees other than seasonal, student and GO Temp employees: ADM4, ADM6, ADM7, ADM10, ADM11, ADM12; COR4, COR6, COR7, COR10, COR11, COR12; IHC4, IHC6, IHC7, IHC10, IHC11, IHC12; OAD4, OAD6, OAD7, OAD10, OAD11, OAD12; OPM4, OPM6, OPM7, OPM10, OPM11, OPM12; or TEC4, TEC6, TEC7, TEC10, TEC11, TEC12.

ARTICLE 32 - SEASONAL EMPLOYEES

32.1 Articles 32.2 to 32.21 apply only to seasonal employees.

32.2 DEFINITION

32.2.1 A seasonal employee is an employee appointed for a period of at least eight (8) consecutive weeks to an annually recurring full-time position in the unclassified service in a ministry. For purposes of this definition full-time means a minimum of thirty-six and one-quarter (36 ¼) or forty (40) hours per week, as applicable.

32.2.2 For the purposes of Article 32.2, same position is defined as the position in the same classification, in the same organizational or administrative unit and work location which the employee held prior to the seasonal break.

32.3 PROBATIONARY PERIOD

32.3.1 The probationary period for a seasonal employee shall be two (2) full periods of seasonal employment of at least eight (8) consecutive weeks each, worked in consecutive years in the same position in the same ministry.

32.4 SENIORITY

32.4.1 A seasonal employee's seniority within a ministry will accumulate upon completion of his or her probationary period and shall include:

- (a) all hours worked as a seasonal employee at the straight-time rate;
- (b) periods of authorized paid leave in accordance with Article 32.16 (Attendance Credits and Sick Leave).

32.4.2.1 A seasonal employee will lose his or her seniority when:

- (a) he or she voluntarily terminates his or her employment,
- (b) he or she is dismissed (unless such dismissal is reversed through the grievance procedure),
- (c) he or she is absent without leave in excess of ten (10) consecutive working days,
- (d) he or she is unavailable for or declines an offer for re-employment as provided in Article 32.5 (Employment Stability), or
- (e) he or she ceases to be in the employ of the ministry for a period of more than twelve (12) months.

32.4.2.2 Notwithstanding Article 32.4.2.1(d) and (e), a seasonal employee shall not lose his or her seniority, where he or she is unavailable for or declines an offer for re-employment for the reason that:

- (a) she is pregnant and is expected to give birth on a date which falls within the contract period for which she is offered re-employment, or up to seventeen (17) weeks before the commencement of the contract period for which the employee is offered re-employment, or
- (b) the employee or the employee's spouse has given birth or adopted a child and the employee is on a parental leave, within eighteen (18) weeks of the commencement of the contract period for which the employee is offered re-employment,
- (c) and the employee submits a certificate from a legally qualified medical practitioner verifying the anticipated or actual date of birth, or documentation establishing the date of placement of a child in the employee's home, as applicable.

32.4.2.3 Notwithstanding Article 32.4.2.1(d) and (e), a seasonal employee shall not lose his or her seniority where he or she is unavailable for or declines an offer of re-employment if the employee is injured or suffering an occupational disease and is receiving an award under the Workplace Safety and Insurance Act.

32.4.3 During the period the employee is on a leave described in Articles 32.4.2.2 (a) and (b) and 32.4.2.3 above, his or her seniority and benefits (as described in Article 32.8.4 (Seasonal Employee Benefits - General)) shall continue for the period of time the employee would otherwise have been recalled.

32.5 EMPLOYMENT STABILITY

- 32.5.1.1 Seasonal employees who have completed their probationary period shall only be offered employment in the same position in the following season on the basis of seniority.
- 32.5.1.2 If the same position is no longer available, the Employer may offer the employee another position within forty (40) kilometres.
- 32.5.2 Where the Employer reduces the number of seasonal employees prior to the expiry date of employment specified in the contracts of employment, seasonal employees in the same position shall be laid off in reverse order of seniority.
- 32.5.3 A seasonal employee is responsible for advising his or her ministry, in the manner established by his or her ministry, of his or her current phone number and address and is responsible for the accuracy and completeness of the information provided.

32.6 WAGES

- 32.6.1 The rate of the equivalent civil service classification shall apply. If there is no equivalent classification, the rate shall be set by the ministry and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.
- 32.6.2 Seasonal employees shall be entitled to the same provisions regarding retroactivity of salary revisions as those agreed upon for the Bargaining Unit to which they correspond.
- 32.6.3 Seasonal employees shall be eligible, based upon merit, to progress through the salary range at the start of each period of seasonal employment in the same position in the same ministry after they have completed their probationary period.

32.7 OVERTIME

- 32.7.1 The overtime rate shall be one and one-half (1 ½) times the employee's basic hourly rate.
- 32.7.2 In Article 32.7, "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.

32.7.3 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.

32.7.4 Employees who are in positions whose corresponding classifications are assigned to Schedule 6 shall not qualify for overtime on a normal working day. When required to work on a day off they shall receive equivalent time off.

32.7.5 Notwithstanding Article 32.7.4, seasonal employees who are in positions whose corresponding classifications are assigned to Schedule 6 and who are assigned to forest fire fighting or related duties shall be paid one and one-half (1 ½) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36 ¼) hours per week, for all such work after eight (8) hours in a twenty-four (24) hour period.

32.8 SEASONAL EMPLOYEE BENEFITS - GENERAL

32.8.1 Salary shall mean only those earnings from scheduled straight-time hours during the contract period.

32.8.2 Coverage for Basic Life, Supplementary Health and Hospital (including Vision Care and Hearing Aid benefits), and Dental Plan benefits shall commence on the first of the month coinciding with or immediately following two (2) months of continuous employment, except that on subsequent consecutive periods of seasonal employment which qualify the employee for these benefits, coverage shall commence on the first of the month coinciding with or immediately following the start of the period of employment.

32.8.3 All coverage under the Basic Life Insurance Plan, the Supplementary Health and Hospital Plan (including Vision Care and Hearing Aid benefits) and the Dental Plan will cease at the end of the month in which the contract of employment terminates, except that an employee may continue the coverage at his or her own expense during the periods between seasonal employment by arranging to pay the full premiums at least one (1) week in advance of the first of the month in which the coverage is to take effect through his or her ministry personnel or payroll branch. Failure by the employee to pay the full premiums as specified will disentitle the employee to any further benefits under Article 32.8.3. There is a thirty-one (31) day grace period following the month in which employment terminates during which the Basic Life insurance remains in force.

32.8.4 During leaves of absence without pay during periods of seasonal

employment, employees may continue participating in Basic Life, Supplementary Health and Hospital (including Vision Care and Hearing Aid benefits), and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of the month in which coverage is to take effect through their ministry personnel or payroll branch.

32.8.5 Notwithstanding Article 32.8.3, all benefits coverage under any of the provisions of this article shall cease at the end of the month in which a seasonal employee's employment terminates:

(a) for any of the reasons set out in Article 32.4.2 (Seniority), whether or not the employee has completed his or her probationary period, or

(b) as a result of termination of employment under Article 32.18 (Termination of Employment).

32.9 BASIC LIFE

32.9.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Basic Life plan.

32.9.2 The Basic Life Insurance Plan shall provide:

(a) coverage of five thousand dollars (\$5,000) during the period of employment,

(b) a conversion option on termination of insurance coverage may be exercised without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

1. Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the insurance carrier.
2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in option 1, above.
3. A term to age sixty-five (65) insurance plan.

32.10 SUPPLEMENTARY HEALTH AND HOSPITAL (INCLUDING VISION CARE AND HEARING AID)

32.10.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital plan, and fifty percent (50%) of the monthly premium for the Vision Care and Hearing Aid plan. The employee shall pay the balance of the premium for the Vision Care and Hearing Aid plan through payroll deduction.

32.10.2 Benefits provided under the Supplementary Health and Hospital plan, including Vision Care and Hearing Aid benefits, shall be the same as those provided for full-time civil servants and described in Article 39 (Supplementary Health and Hospital Insurance).

32.11 DENTAL PLAN

32.11.1 The Employer shall pay one hundred percent (100%) of the monthly premium for the Dental Plan.

32.11.2 Benefits provided under the Dental Plan shall be the same as those provided for full-time civil servants and described in Article 40 (Dental Plan), except that there shall be a limit of one thousand dollars (\$1,000) in benefits payable for expenses incurred in a calendar year, unless the employee maintains coverage during the whole period between seasonal employment, pursuant to Article 32.8.3 (Seasonal Employee Benefits - General), in which case there shall be no limit on benefits payable in a calendar year.

32.12 COMPRESSED WORK WEEK

32.12.1 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties on a local or ministry level with respect to variable work days or variable work weeks.

32.13 VACATION PAY

32.13.1 Five and three-quarters percent (5.75%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

32.14 HOLIDAYS

32.14.1 Four percent (4%) 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 47 (Holidays). When the employee is required to work on any

of these holidays, he or she shall be paid two (2) times his or her basic hourly rate for all hours worked in addition to the four percent (4%). However, where the employee's equivalent civil service classification is in Schedule 6, the employee shall receive his or her regular day's pay when required to work on such a holiday in addition to the four percent (4%).

32.15 BEREAVEMENT LEAVE

32.15.1 A seasonal employee who would otherwise have been at work shall be allowed up to three (3) 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, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

32.16 ATTENDANCE CREDITS AND SICK LEAVE

32.16.1.1 A seasonal employee shall earn attendance credits of one and one-quarter (1 ¼) days for each calendar month of full attendance or for each calendar month of leave of absence granted under Article 32.19 (Pregnancy and Parental Leave). Attendance credits may only be used for income protection purposes in the event that an employee is unable to attend to his or her duties by reason of illness or injury.

32.16.1.2 Effective June 15, 1990, an employee shall accumulate unused attendance credits earned from period to period of seasonal employment within the same ministry.

32.16.1.3 Attendance credits earned and accumulated by an employee pursuant to Article 32.16.1.1 may be used only during the employee's periods of seasonal employment within a ministry.

32.16.1.4 An employee shall lose his or her accumulated attendance credits where:

- (a) the employee loses his or her seniority for any reason set out in Article 32.4.2 (Seniority);
- (b) the employee's employment is terminated pursuant to Article 32.18 (Termination of Employment); or
- (c) the employee is appointed to the classified service.

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

32.16.3 Notwithstanding Article 32.16.2, the employee's manager may, at his or her discretion, require an employee to submit a medical certificate for a period of absence of less than five (5) days.

32.17 HEALTH AND SAFETY

32.17.1 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.

32.18 TERMINATION OF EMPLOYMENT

32.18.1 Seasonal employees who have not completed their probationary period may be terminated by the Employer at any time with two (2) weeks' notice, or pay in lieu thereof.

32.19 PREGNANCY AND PARENTAL LEAVE

32.19.1 Pregnancy and parental leaves will be granted to employees under the terms of the Employment Standards Act. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.

32.19.2 Parental leave shall be granted for up to eighteen (18) weeks.

32.20 UNION DUES

32.20.1 Union dues shall be deducted from an employee covered by Article 32. These dues shall be remitted to the Union quarterly, accompanied by the name, social insurance number, ministry, and where applicable, the civil service classification used to establish the wage rate of the employee on whose behalf the deduction is made. See Appendix 2 (Tape on Union Dues - Unclassified Employees) attached.

32.20.2 The Union must advise the Employer in writing of the amount of its dues for employees covered by Article 32. The amount so advised shall be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.

32.20.3 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of Article 32.20.

32.21 OTHER APPLICABLE ARTICLES

32.21.1 The following articles of the Central Collective Agreement shall also apply to seasonal employees: 1, 2, 3, 4, 5, 6.1, 6.4, 8, 9, 13, 14, 15, 16, 21, 22, 23, 24, 27, 28, 45 and 80.

32.21.2 The following articles of the Bargaining Unit Collective Agreements shall also apply to seasonal employees: ADM4, ADM6, ADM7, ADM10, ADM11, ADM12; COR4, COR6, COR7, COR10, COR11, COR12; IHC4, IHC6, IHC7, IHC10, IHC11, IHC12; OAD4, OAD6, OAD7, OAD10, OAD11, OAD12; OPM4, OPM6, OPM7, OPM10, OPM11, OPM12; or TEC4, TEC6, TEC7, TEC10, TEC11, TEC12.

ARTICLE 33 - STUDENT EMPLOYEES

33.1 A student is an unclassified employee occupying a "student position" during his or her regular school, college or university vacation period, or in an OPS Special Youth and/or Student Employment Program during his or her regular school, college or university session or vacation period or occupying a "co-operative education student position" under a co-operative education program.

33.2 A "regular vacation period" within the meaning of a student position includes summer vacation, inter-semester breaks, academic breaks, December Holidays, the holidays in Article 47 (Holidays) and a period of time of six (6) months following completion of the requirements for graduation from an educational institution.

33.3 A "student position" or "co-operative education student position" is an unclassified position with terms and conditions specifically applicable to students.

33.4 A co-operative educational training program within the meaning of "co-operative education student position" is a co-operative education training program in a college, university or other post secondary institution.

33.5 WAGE RATES

33.5.1 Student rates in effect on the expiry of the 1994 - 1998 collective agreement, as reflected in the Memorandum of Agreement dated November 16, 1998, shall remain in effect for the duration of the new collective agreements, save and except students employed at Ontario Place, who shall, for the years 1999 and 2000, be paid at the same rates as were paid in 1998.

33.6 The following articles shall apply to student employees as defined in Article 33.1: 1, 2, 3, 4, 22 and 80. No other articles shall apply.

ARTICLE 34 - GO TEMP EMPLOYEES

34.1 A GO Temp is an unclassified employee who is on a temporary work assignment arranged by the Civil Service Commission under the GO Temporary Services Program. A GO Temp ceases to be an employee upon completion or termination, for any reason, of the temporary work assignment.

34.2.1 Effective upon the date of ratification, where the same work has been performed by a GO Temp employee for a period of at least two (2) consecutive years, except for situations where the GO Temp employee is replacing a classified employee on a leave of absence authorized by the Employer or as provided for under the Central Collective Agreement, and where the ministry has determined that there is a continuing need for that work to be performed on a full-time basis, the ministry shall establish a position within the Classified Service to perform that work.

34.2.2 Where the ministry has determined that it will convert a position in accordance with Article 34.2.1, the status of the incumbent in the position will be converted from GO Temp to classified, provided that the incumbent has been in the position in question for at least two (2) years.

34.3 WAGE RATES

34.3.1 GO Temp employees, save and except the GO Temp Open Class in each bargaining unit which shall not be utilized after May 31, 1996, shall receive the rates of pay for GO Temp classes as specified in the Salary Schedules of each Bargaining Unit Collective Agreement.

34.3.2 GO Temp employees shall be entitled to the same provisions regarding progression, where applicable, through the salary range, retroactivity and salary revisions as specified within the Bargaining Unit Collective Agreements to which they correspond.

34.4 The following articles shall apply to GO Temp employees: 1, 2, 3, 4, 22 and 80. No other articles shall apply.

PART B – EMPLOYEE BENEFITS FOR FULL-TIME CIVIL SERVANTS

ARTICLE 35 - APPLICATION OF PART B, EMPLOYEE BENEFITS

35.1 The benefits described in Articles 36 to 53 apply to all full-time civil servants in the bargaining unit represented by the Ontario Public Service Employees Union.

ARTICLE 36 - INSURED BENEFITS PLANS - GENERAL

COMMENCEMENT OF COVERAGE

36.1 Employees will be insured for Basic Life, Supplementary and Dependent Life (when elected), Long Term Income Protection, and Supplementary Health and Hospital benefits effective the first of the month immediately following two (2) months' continuous service.

COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY

36.2 During leaves of absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection, and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through their ministry personnel or payroll branch.

DAYS OF GRACE

36.3 There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.

ARTICLE 37 – BASIC LIFE INSURANCE

37.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.

37.2 The basic life insurance plan shall provide:

(a) coverage equal to seventy-five percent (75%) of annual salary or ten thousand dollars (\$10,000), whichever is greater;

(b) where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end

of the month in which the employee reaches age sixty-five (65). Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee;

(c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

1. Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the insurance carrier.

2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in option 1 above.

3. A term to age sixty-five (65) insurance plan.

37.3 The amount of basic life insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day).

37.4 Basic life insurance will terminate at the end of the month in which an employee ceases to be a civil servant unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the Public Service Superannuation Fund or the OPSEU Pension Trust are entitled to free coverage of two thousand dollars (\$2,000) not earlier than thirty-one (31) days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the employee's life.

ARTICLE 38 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

38.1.1 Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.

- 38.1.2 The employee's Supplementary Life Insurance provides:
- (a) a waiver of premium on disablement to become effective after nine (9) months' continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;
- (b) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in Article 37.2(c) (Basic Life Insurance).
- 38.2 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day). In the event of a reduction in salary, an employee, at his or her option, may maintain the insurance coverage at the former higher level.
- 38.3 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age sixty-five (65), on the first day of October following the employee's sixty-fifth (65th) birthday, except where coverage is provided under total disability, as described in Article 38.1.2(a) above.
- 38.4.1 Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.

- 38.4.2 Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age sixty-five (65), the first day of October following the employee's sixty-fifth (65th) birthday, or the date a dependent ceases to be an eligible dependent.
- 38.4.3 Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.
- 38.4.4 Eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.
- 38.5 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:
- appointment as a civil servant,
 - marriage, or
 - birth or adoption of the employee's child.
- An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

ARTICLE 39 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

- 39.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.
- 39.2.1 Effective January 1, 1992, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines, one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of seventy-five dollars (\$75) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services, as set out in Articles 39.2.2 to 39.2.15.

- 39.2.2 Charges for accommodation, for employees sixty-five (65) and over, in a licenced chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;
- 39.2.3 Charges made by a licenced hospital for out-patient treatment not paid for under a provincial plan;
- 39.2.4 Charges for private-duty nursing in the employee's home, by a registered nurse or a registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or his or her dependents, provided such registered nursing service is approved by a licenced physician or surgeon as being necessary to the employee's health care;
- 39.2.5 Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and masseur (if licenced and practising within the scope of their licence), to a maximum of twelve dollars (\$12) per visit for each visit not subsidized by O.H.I.P.;
- 39.2.6 Charges for the services of a psychologist up to sixteen dollars (\$16) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12) per visit for all other visits;
- 39.2.7 Artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified shoes (factory custom) ready made, off-the-shelf with a limit of three (3) pairs per calendar year, if medically necessary and prescribed by a licenced physician; and seventy-five percent (75%) of the cost of corrective shoe inserts, if medically prescribed, up to a limit of three (3) pairs per calendar year;
- 39.2.8 Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500);
- 39.2.9 Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- 39.2.10 Oxygen and its administration;

- 39.2.11 Blood transfusions outside hospital;
- 39.2.12 Dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- 39.2.13 Hearing aids and eye glasses, if required as a result of accidental injury;
- 39.2.14 Charges for services of physicians, surgeons and specialists legally licenced to practise medicine which, when provided outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule;
- 39.2.15 Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).
- 39.3 Effective January 1, 1992, the Employer agrees to pay sixty percent (60%) of the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a ten dollar (\$10.00) (single) and twenty dollar (\$20.00) (family) deductible in any calendar year and provides for vision care (maximum two hundred dollars [\$200.00] per person in any twenty-four [24] month period) and the purchase of hearing aids (maximum two hundred dollars [\$200.00] per person once only) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.
- 39.4 It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his or her dependent is confined to hospital on the date his or her Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date his or her dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.
- 39.5 Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his or her last pay from the Employer,

except as provided in Article 42.3 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's personnel branch. The employee shall pay the full premium.

- 39.6 The Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new collective agreement or following major alterations to the Plans.

ARTICLE 40 - DENTAL PLAN

BENEFITS

- 40.1.1 This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).
- 40.1.2 (a) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.
- (b) The Employer shall pay the full premiums under this plan on the basis of eighty-five percent/fifteen percent (85%/15%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty-five percent (85%) based on the current Ontario Dental Association Schedule of Fees.
- 40.1.3 The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and each eligible dependent.
- 40.1.4 Except for benefits described under Article 40.2, eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age,

unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.

- 40.2 The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.
- 40.3 The Employer agrees to pay one hundred percent (100%) of the monthly premium for services related to major restorative, with benefits equivalent to Rider 4 of the Ontario Blue Cross Plan on the basis of forty percent/sixty percent (40%/60%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee forty percent (40%) based on the current Ontario Dental Association Schedules of Fees, up to a maximum benefit of one thousand dollars (\$1,000) per year for the insured employee and each eligible dependent.

ELIGIBILITY

- 40.4 Employees are eligible for coverage on the first day of the month following the month in which the employee has completed two (2) months of continuous service.

CANCELLATION

- 40.5 All coverage under this plan will cease on the date of termination of employment.

ARTICLE 41 - WORKPLACE SAFETY AND INSURANCE

- 41.1 Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the Workplace Safety and Insurance Act, his or her 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 he or she is entitled under Articles 44.1 and 44.6 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

41.2 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the Workplace Safety and Insurance Act, his or her 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 occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against his or her credits.

41.3 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 Article 41.2 and the employee has accumulated credits, his or her regular salary may be paid and the difference between the regular salary paid after the period set out in Article 41.2 and the compensation awarded shall be converted to its equivalent time and deducted from his or her accumulated credits.

41.4 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 Article 41.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award.

41.5 Where an employee is absent by reason of an injury or an occupational 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 44 (Short Term Sickness Plan) as an option following the expiry of the application of Article 41.2.

ARTICLE 42 - LONG TERM INCOME PROTECTION

42.1 The Employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection (L.T.I.P.) plan.

42.2.1 (a) The L.T.I.P. benefit is sixty-six and two-thirds percent (66-2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

(b) Effective January 1, 1992, the L.T.I.P. benefit an employee was receiving on December 31, 1991, will be increased for each employee in accordance with the following table:

Year in which employee commenced to receive L.T.I.P. benefit	Monthly Amount
1975	\$425.00
1976	\$365.00
1977	\$350.00
1978	\$270.00
1979	\$200.00
1980	\$115.00
1981	\$ 75.00
1982	\$ 45.00
1983	\$ 40.00
1984	\$ 35.00
1985	\$ 30.00
1986	\$ 25.00
1987	\$ 20.00
1988	\$ 15.00
1989	\$ 10.00
1990	\$ 0.00
1991	\$ 0.00

(c) Effective December 31, 1993, and annually thereafter, until December 31, 1998, the total monthly payment under Articles 42.2.1(a) and 42.2.1(b) shall be increased by up to two percent (2%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

(d) Effective January 1, 1999, the L.T.I.P. benefit an employee was receiving on December 31, 1998, shall be increased for each employee by an amount equal to 1.0% of such amount, and on January 1, 2000, the amount the employee was receiving on December 31, 1999 shall be increased by a further 1.35%, and on January 1, 2001, the amount the employee was receiving on December 31, 2000 shall be increased by a further 1.95%.

42.2.2 The L.T.I.P. benefit to which an employee is entitled under Article 42.2.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workplace Safety & Insurance benefits paid for an unrelated disability and such benefits are payable until recovery, death or the end of the month in which the employee reaches age sixty-five (65).

42.2.3 The L.T.I.P. benefits commence after a qualification period of six (6)

months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.

- 42.2.4 Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform the essential duties of his or her normal occupation during the qualification period, and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the essential duties of any gainful occupation for which he or she is reasonably fitted by education, training or experience.
- 42.3 The Employer will continue to make pension contributions and premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a Workplace Safety and Insurance award.
- 42.4 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 42.5 The L.T.I.P. coverage will terminate at the end of the calendar month in which an employee ceases to be a civil servant. If the employee is totally disabled on the date his or her insurance terminates, he or she shall continue to be insured for that disability.
- 42.6 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.
- 42.7 If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings.

The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.

- 42.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of his or her earnings as at the date of commencement of total disability.
- 42.9 Employees while on rehabilitative employment with the Ontario Government will earn vacation credits as set out in Article 46 (Vacations and Vacation Credits).
- 42.10 When an employee who has been receiving or was eligible to receive L.T.I.P. benefits is able to return to full-time employment, the provisions of Article 20 (Employment Stability), shall apply.
- 42.11 An employee who is assigned, under Article 42.10, to a vacancy in accordance with Articles 20.5.1, 20.5.2, 20.5.3 or 20.5.4 of Article 20 (Employment Stability) shall, for a period of six (6) months, be paid at the same step he or she had attained in the salary range of the classification of the position he or she occupied prior to disability. At the end of that period he or she shall be paid at a rate within the salary range of the classification of the position to which he or she has been assigned.

ARTICLE 43 - JOINT INSURANCE BENEFITS REVIEW COMMITTEE

- 43.1 The parties agree to continue the Joint Insurance Benefits Review Committee. The terms of reference are set out in Appendix 4 (Joint Insurance Benefits Review Committee) attached.

ARTICLE 44 - SHORT TERM SICKNESS PLAN

- 44.1 An employee who is unable to attend to his or her duties due to sickness or injury is entitled to leave of absence with pay as follows:
 - (a) with regular salary for the first six (6) working days of absence,
 - (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence,in each calendar year.
- 44.2 An employee is not entitled to leave of absence with pay under Article 44.1 until he or she has completed twenty (20) consecutive working days of employment.

- 44.3 Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, he or she is not entitled to leave of absence with pay under Article 44.1 for more than one hundred and thirty (130) working days in the two (2) years until he or she has returned to work for twenty (20) consecutive working days.
- 44.4 An employee who has used leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Article 44.1 must complete twenty (20) consecutive working days before he or she is entitled to further leave under Article 44.1 in the next calendar year.
- 44.5 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.
- USE OF ACCUMULATED CREDITS
- 44.6 An employee on leave of absence under Article 44.1(b) may, at his or her option, have one-quarter ($\frac{1}{4}$) of a day deducted from his or her accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.
- 44.7 An employee who is absent from his or her duties due to sickness or injury beyond the total number of days provided for in Article 44.1 shall have his or her accumulated attendance credits reduced by a number of days equal to such absence and he or she shall receive regular pay for that period.
- 44.8 Article 44.7 does not apply to an employee when he or she qualifies for and elects to receive benefits under the Long Term Income Protection Plan.
- 44.9 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer.
- 44.10 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 employee's manager, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than five (5) days.

- 44.11 Employees returning from Long Term Income Protection Plan to resume employment in accordance with Article 42.10 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 44.12 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 or her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.
- ATTENDANCE REVIEW MEETINGS
- 44.13 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 45 - LEAVE CREDITS REPORTS

- 45.1 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 46 - VACATIONS AND VACATION CREDITS

- 46.1 Effective January 1, 1992, an employee shall earn vacation credits at the following rates:
- (a) One and one-quarter ($1\frac{1}{4}$) days per month during the first eight (8) years of continuous service;
 - (b) One and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of continuous service;
 - (c) Two and one-twelfth ($2\frac{1}{12}$) days per month after fifteen (15) years of continuous service;
 - (d) Two and one-half ($2\frac{1}{2}$) days per month after twenty-six (26) years of continuous service.

- 46.2 An employee is entitled to vacation credits under Article 46.1 in respect of a month or part thereof in which he or she is at work or on leave with pay.
- 46.3 An employee is not entitled to vacation credits under Article 46.1 in respect of a whole month in which he or she is absent from duty for any reason other than vacation leave of absence or leave of absence with pay.
- 46.4 An employee shall be credited with his or her vacation for a calendar year at the commencement of each calendar year.
- 46.5 An employee may accumulate vacation to a maximum of twice his or her annual accrual but shall be required to reduce his or her accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 46.6 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 or she has completed six (6) months of continuous service.
- 46.7 An employee with over six (6) months of continuous service may, with the approval of the Deputy Minister, take vacation to the extent of his or her vacation entitlement and his or her vacation credits shall be reduced by any such vacation taken. For this purpose, an employee may include any continuous service as an employee in the Public Service of Ontario immediately prior to his or her appointment to the civil service.
- 46.8 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 his or her accumulated vacation entitlement.
- 46.9 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which he or she attains 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 he or she attains the age of sixty-five (65) years.
- 46.10 Where an employee leaves the service prior to the completion of six (6) months service as computed in accordance with Article 46.7, he or she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of his or her employment.
- 46.11 An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to his or her credit at the date he or she ceases 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 42, 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.

- 46.12 An employee who has completed his or her probationary period shall, upon giving at least two (2) months' written notice on or after April 1, 1977, 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 or her 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.

ARTICLE 47 - HOLIDAYS

- 47.1 An employee shall be entitled to the following paid holidays each year:
- | | |
|-----------------|------------------|
| New Year's 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.
- 47.2 Except as provided in Article 47.3 when a holiday specified in Article 47.1 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.

47.3 Those employees whose work schedules are subject to rotating work weeks which include scheduled weekend work on a regular or recurring basis shall have the Canada Day, Remembrance Day, Christmas Day, Boxing Day and New Year's Day holidays designated as July 1st, November 11th, December 25th, December 26th and January 1st, respectively, and Article 47.2 shall have no application to these employees in respect of these holidays.

ARTICLE 48 - BEREAVEMENT LEAVE

48.1 An employee shall be allowed up to three (3) 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, stepson, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

48.2 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 or her aunt, uncle, niece or nephew.

48.3 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 Articles 48.1 and 48.2 above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

ARTICLE 49 - SPECIAL AND COMPASSIONATE LEAVE

49.1 A Deputy Minister 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.

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

ARTICLE 50 - PREGNANCY LEAVE

50.1 A Deputy Minister 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 to the civil service.

50.2.1 The leave of absence shall be in accordance with the provisions of the Employment Standards Act.

50.2.2 Notwithstanding Article 44.12 (Short Term Sickness Plan), Articles 46.2 and 46.3 (Vacations and Vacation Credit) and Article 53.6 (Termination Payments), 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 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 Articles 50.3.2(a) and (b), where an employee assigned to a vacancy in accordance with Article 9.7.2 (Health and Safety and Video Display Terminals) 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 Notwithstanding Article 36.2 (Insured Benefits Plans - General), 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 twenty-six (26) weeks. The first eighteen (18) weeks of this leave shall be in accordance with the provisions of parental leave granted under Article 51 (Parental Leave).
- 50.6.1 A female employee returning from a leave of absence under Articles 50.1 or 50.5 to the ministry in which she was employed immediately prior to such leave shall be assigned to the position she most recently held, if it still exists, or to a comparable position, if it does not, and continue to 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 9.7.2 (Health and Safety and Video Display Terminals) and who returns to her former ministry from a leave of absence under this article, shall be assigned to the position she most recently held prior to the assignment under Article 9.7.2, if it still exists, or to a comparable position, if it does not, and continue to 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 Articles 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 A Deputy Minister 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 to the civil service.

- 51.1.2 Notwithstanding Article 44.12 (Short Term Sickness Plan), Articles 46.2 and 46.3 (Vacations and Vacation Credits) and Article 53.6 (Termination Payments), 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; and
 - (b) no later than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time;
 - (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 a parent for the first time. Parental leave shall end eighteen (18) weeks after it begins or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.
- 51.3 Notwithstanding Article 36.2 (Insured Benefits Plans - General), 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 (Pregnancy Leave) 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 twenty-five (25) weeks.
- 51.5.1 An employee who is entitled to parental leave and 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) 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 leave, 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,

(b) up to a maximum of ten (10) 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 leave, 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,

(c) where the employee provides proof that he or she is receiving an additional five (5) weeks of employment insurance because of a physical, psychological or emotional condition of the child requiring longer parental care, then the employee will also receive an additional five (5) weeks of supplement as provided for in (b) above,

(d) where, during the term of this Agreement, the Employment Insurance legislation is amended to provide up to fifteen (15) weeks' entitlement, then the time period in (b) above will be amended accordingly.

51.6 An employee returning from a leave of absence under Articles 51.1 or 51.4 to the ministry in which he or she was employed immediately prior to such leave, shall be assigned to the position he or she most recently held, if it still exists, or to a comparable position, if it does not, and continue to 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 Article 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 leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.

ARTICLE 52 - ENTITLEMENT ON DEATH

52.1 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 Civil Service Commission determines, the sum of,

(a) one-twelfth ($\frac{1}{12}$) of his or her annual salary; and

(b) his or her salary for the period of vacation leave of absence and overtime credits that have accrued.

52.2 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 Civil Service Commission determines, an amount in respect of attendance credits or 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 ($\frac{1}{12}$) of his or her annual salary.

ARTICLE 53 - TERMINATION PAYMENTS

53.1 An employee whose seniority commences from a date prior to January 1, 1970, and who ceases to be an employee is entitled to be paid an amount in respect of his or her accumulated attendance credits for continuous service up to and including March 31, 1978, in an amount computed by multiplying half of the number of days of his or her accumulated attendance credits at the date he or she ceases to be an employee by his or her annual salary at the date he or she ceases to be an employee and dividing the product by two hundred and sixty-one (261). For the period from April 1, 1978, the benefits described under Article 53.4 shall apply.

53.2 Notwithstanding Article 53.1, an employee whose seniority commences from a date on or after October 1, 1965, and before January 1, 1970, who ceases to be an employee because of,

(a) death;

(b) retirement pursuant to,

(1) section 17 of the Public Service Act (P.S.A.), or

(2) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform his or her duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which he or she is not entitled to a disability pension; or

(c) release from employment under section 22(4) of the P.S.A.,

is entitled to receive, for continuous service up to and including March 31, 1978:

(d) severance pay equal to one-half ($\frac{1}{2}$) week of salary for each year of continuous service before January 1, 1970, and one (1) week of salary for each year of continuous service from and including January 1, 1970; or

(e) the amount in respect of his or her accumulated attendance credits computed in accordance with Article 53.1,

whichever is the greater, but he or she is not entitled to receive both of these benefits.

For the period from April 1, 1978, the benefits described under Article 53.4 shall apply.

53.3 An employee whose seniority commences from a date on or after January 1, 1970, is entitled to severance pay for each year of continuous service up to and including March 31, 1978,

(a) where the employee has completed one (1) year of continuous service and ceases to be an employee because of,

(1) death,

(2) retirement pursuant to,

(a) section 17 of the P.S.A., or

(b) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform his or her duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which he or she is not entitled to a disability pension; or

(3) release from employment under section 22(4) of the P.S.A.,

in an amount equal to one (1) week of salary for each year of continuous service;

or

(b) where the employee has completed five (5) years of continuous service and ceases to be an employee for any reason other than,

(1) dismissal for cause under section 22 of the P.S.A., or

(2) abandonment of position under section 20 of the P.S.A., in an amount equal to one (1) week of salary for each year of continuous service.

For the period from April 1, 1978, the benefits described under Article 53.4 shall apply.

53.4 An employee,

(a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,

(1) death,

(2) retirement pursuant to,

(a) section 17 of the P.S.A., or

(b) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform his or her duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which he or she is not entitled to a disability pension; or

(3) release from employment under section 22(4) of the P.S.A., or

(4) resignation during the surplus notice period; or

(b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any reason other than,

(1) dismissal for cause under section 22 of the P.S.A., or

(2) abandonment of position under section 20 of the P.S.A.;

is entitled to severance pay for continuous service from and after April 1, 1978, equal to one (1) week of salary for each year of continuous service from and after April 1, 1978.

53.5.1 The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half ($\frac{1}{2}$) of the annual salary of the employee at the date when he or she ceases to be an employee.

- 53.5.2 The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when he or she ceases to be an employee.
- 53.5.3 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, an employee's continuous service shall not include any period 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 or her service, i.e.:
- (a) Political Activity (P.S.A., S. 28.4(4) and S. 28.6)
- (b) Lay-off (Article 20, Employment Stability)
- (c) Educational Leave (P.S.A., R.R.O. 1990, Reg. 977, S. 20 and S. 21).
- 53.7 An employee may receive only one (1) termination payment for a given period of continuous service.
- 53.8 Notwithstanding Article 53.7, an employee who has been released in accordance with Article 20 (Employment Stability) and who is subsequently re-appointed in accordance with Article 18.3 (Seniority) may, at his or her option, repay any termination payments received under this article to the Minister of Finance, and, thereby, restore termination pay entitlements for the period of continuous service represented by the payment.
- 53.9 In a case where an employee leaves employment with the Employer and acquires a job with a Crown Agency, the Employer may pay out the termination pay immediately or, by arrangement with the Crown Agency, transfer liability for the termination pay to the Crown Agency, in which case such liability will be assumed by the Crown Agency and the Employer will be relieved from any further obligation in this regard, save and except that where the Crown Agency does not satisfy its obligation, the Employer shall do so.

PART C - REGULAR PART-TIME CIVIL SERVANTS

ARTICLE 54 - APPLICATION OF PART C, REGULAR PART-TIME CIVIL SERVANTS

- 54.1 The only terms of this Central Collective Agreement that apply to employees who are regular part-time civil servants are those that are set out in this Part. No provisions in this Central Collective Agreement other than those included in this Part shall apply to civil servants in regular part-time positions.

ARTICLE 55 - OTHER APPLICABLE ARTICLES, REGULAR PART-TIME CIVIL SERVANTS

- 55.1 The following Articles of this Central Collective Agreement shall also apply to regular part-time civil servants:

ARTICLE 1	Recognition
ARTICLE 2	Management Rights
ARTICLE 3	No Discrimination / Employment Equity
ARTICLE 4	Check-off of Union Dues
ARTICLE 5	Information to New Employees
ARTICLE 8	Temporary Assignments
ARTICLE 13	Kilometric Rates
ARTICLE 14	Time Credits While Travelling
ARTICLE 15	Non-Pyramiding of Premium Payments
ARTICLE 16	Local and Ministry Negotiations
ARTICLE 17	Joint Consultation Committee
ARTICLE 18	Seniority (Length of Continuous Service)
ARTICLE 19	Multiple Lay-Offs
ARTICLE 21	Discipline and Dismissal
ARTICLE 22	Grievance Procedure
ARTICLE 23	Leave - Union Activities
ARTICLE 24	Leave Without Pay
ARTICLE 25	Leave - Special
ARTICLE 26	Leave - Foreign, Intergovernmental
ARTICLE 27	Leave - Jury Duty
ARTICLE 28	Leave - Military Service
ARTICLE 29	Leave - Pension Trustees
ARTICLE 45	Leave Credits Report
ARTICLE 79	Salary
ARTICLE 80	Term of Agreement

- 55.2 The following Articles of the Bargaining Unit Collective Agreements shall also apply to regular part-time civil servants:

ADM4, COR4, IHC4, OAD4, OPM4, or TEC4
 Scheduled Tour of Duty or Shift
 ADM5, COR5, IHC5, OAD5, OPM5, or TEC5
 Shift Schedules
 ADM6, COR6, IHC6, OAD6, OPM6, or TEC6
 Shift Premium
 ADM7, COR7, IHC7, OAD7, OPM7, or TEC7
 Rest Periods
 ADM9, COR9, IHC9, OAD9, OPM9, or TEC9
 Call Back
 ADM11, COR11, IHC11, OAD11, OPM11, or TEC11
 On-Call Duty
 ADM12, COR12, IHC12, OAD12, OPM12, or TEC12
 Meal Allowance

ARTICLE 56 - POSTING AND FILLING OF REGULAR PART-TIME POSITIONS

- 56.1.1 Effective March 16, 1987, when a vacancy occurs in the Classified Service for a regular part-time position in the bargaining unit or a new regular part-time classified position is created in the bargaining unit, it shall be advertised for at least ten (10) calendar days prior to the established closing date. All OPSEU bargaining unit applications will be acknowledged, where the applicant has identified himself or herself as an employee in an OPSEU bargaining unit. Where practicable, notice of vacancies shall be posted on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.
- 56.1.2 Notwithstanding Article 56.1.1 above, the Employer may hire qualified candidates who previously applied for a similar regular part-time position in the same classification at the worksite from which the vacancy originates provided that a competition was held during the previous six (6) months. The Employer may utilize this provision to fill a vacancy or vacancies at the worksite(s) from which the vacancy or vacancies originate, regardless of the worksite of the applicant. The Employer, in these circumstances, is not required to post or advertise the regular part-time vacancy or new regular part-time position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.
- 56.2 The notice of vacancy shall state, where applicable, the nature and title of the position, the qualifications required, the "weekly hours of work" and the "basic hourly rate" or the "weekly rate" of pay as defined in Article 57

(Pay and Benefits Administration). Where a regular part-time position is posted within the Ontario Public Service, the internal notice of vacancy shall also state the work location where the position currently exists, that the position is represented by the Union and the particular bargaining unit which contains the position.

- 56.3.1 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.
- 56.3.2 Notwithstanding Article 56.3.1, the Union and the Employer may agree that employment equity shall be the overriding consideration. Such agreements will be made in advance of job postings and may be based on individual positions, groups of positions, classifications or other groupings of jobs as appropriate.
- 56.3.3 Agreements under Article 56.3.2 will be based on an analysis of workforce data and employment systems indicating that a designated group is or groups are under represented.
- 56.3.4 It is recognised 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.
- 56.4 An applicant who is invited to attend an interview within the civil service 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.
- 56.5.1 With the agreement of the Union, the employee and the Employer, an employee may be assigned to a vacancy where:
 - (a) the vacant position is identical to the position occupied by the employee, and
 - (b) the vacant position is in the same ministry as the position occupied by the employee,
 and the provisions of Articles 56.1, 56.2, 56.3, and 56.4 shall not apply.
- 56.5.2 The assignment of an employee to a vacancy in accordance with Article 25 (Leave- Special), Article 70 (Long Term Income Protection), Article 76 (Pregnancy Leave) and Article 77 (Parental Leave) shall have priority over an assignment under Article 56.5.1.

56.6 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 57 - PAY AND BENEFITS ADMINISTRATION

57.1 The "basic hourly rate" of pay for part-time civil servants 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 (36¼) or forty (40) as applicable.

57.2 The "weekly rate" of pay for part-time civil servants is the basic hourly rate times the applicable weekly hours of work.

57.3 "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 58 - HOURS OF WORK

58.1 The regularly scheduled hours of work for a regular part-time position in the Classified Service shall be as determined by the Employer, provided that they are:

(a) less than thirty-six and one-quarter (36¼) or forty (40) hours per week, as applicable to the classification to which the regular part-time position is assigned, 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 (7¼) or eight (8) hours, as applicable to the classification to which the regular part-time position is assigned.

ARTICLE 59 - NON-WORKING DAY

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

ARTICLE 60 - HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

60.1 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.

VIDEO DISPLAY TERMINALS (VDT)

60.2 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.

60.3 At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist 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 the OHIP fee schedule for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

60.4.1 A pregnant VDT operator may request re-assignment 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.

60.4.2 Upon receipt of the written request specified in Article 60.4.1, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit within her ministry, 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 20 (Employment Stability), shall have priority over an assignment under Article 60.4.

60.4.3 Where an employee is assigned to a vacancy in accordance with Article 60.4, the provisions of Article 56 (Posting and Filling of Regular Part-Time Positions) shall have no application.

- 60.4.4 Where an employee is assigned, under Article 60.4.2, 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 Article 60.4.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
- 60.4.5 Where it is not possible to assign an employee in accordance with Article 60.4.2, 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 76 (Pregnancy Leave).
- 60.4.6 An employee who does not accept an assignment made in accordance with Article 60.4.2, may elect either to continue work in her original position or request leave of absence in accordance with Article 60.4.5.
- 60.5 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 61 - ISOLATION PAY

- 61.1 Isolation Pay as provided by Article 12 (Isolation Pay) shall apply; however, it shall be pro-rated based on the proportion of the part-time civil servant's weekly hours of work to the normal hours of work for the class as follows:

$$\frac{\text{weekly hours of work}}{\text{normal hours of work for class (weekly)}} \times \text{allowance per week for appropriate point rating}$$

ARTICLE 62 - EMPLOYMENT STABILITY

- 62.1 Article 20 (Employment Stability) of this Central Collective Agreement shall apply to regular part-time employees with the following modifications:
- (a) when identifying the vacancies into which the surplus regular part-time employee can be assigned, the Employer shall use the same criteria used for full-time employees;

- (b) it is understood that in exercising any of the rights referred to in Article 62.1(a) above, the seniority of a regular part-time employee shall be as calculated under Article 18 (Seniority).

- 62.2 A surplus regular part-time employee shall only have rights to displace another regular part-time employee.
- 62.3 A regular part-time employee who is laid off shall only have recall rights to regular part-time positions.

ARTICLE 63 - BENEFITS GENERAL

- 63.1 The benefits described in Articles 64 to 78 apply only to regular part-time civil servants in a bargaining unit represented by the Ontario Public Service Employees Union.
- 63.2 In Articles 64 to 78, salary means earnings from weekly hours of work, exclusive of premium payments.

ARTICLE 64 - INSURED BENEFITS PLANS - GENERAL

COMMENCEMENT OF COVERAGE

- 64.1 Employees will be insured for Basic Life, Supplementary and Dependent Life (when elected), Long Term Income Protection, and Supplementary Health and Hospital benefits effective the first of the month coinciding with or immediately following two (2) months service.

COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY

- 64.2 During leaves of absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection, and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through their ministry personnel or payroll branch.

DAYS OF GRACE

- 64.3 There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.

ARTICLE 65 - BASIC LIFE INSURANCE

- 65.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.

- 65.2 The basic life insurance plan shall provide:
- (a) coverage equal to the greater of seventy-five percent (75%) of annual salary or five thousand dollars (\$5,000);
 - (b) that where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee;
 - (c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

1. Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the insurance carrier.
2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in option 1 above.
3. A term to age sixty-five (65) insurance plan.

- 65.3 The amount of basic life insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from regularly scheduled hours of work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work (i.e. for the equivalent of at least one (1) regular full-time day of employment).
- 65.4 Basic life insurance will terminate at the end of the month in which an employee ceases to be a civil servant unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the Public Service Superannuation Fund or OPSEU Pension Trust are entitled to free coverage of two thousand dollars (\$2,000) not earlier than

thirty-one (31) days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the employee's life.

ARTICLE 66 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

- 66.1.1 Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.
- 66.1.2 The employee's Supplementary Life Insurance provides:
- (a) a waiver of premium on disablement to become effective after nine (9) months' continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;
 - (b) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in Article 65.2(c) (Basic Life Insurance).
- 66.2 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from regularly scheduled hours of work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work (i.e. for the equivalent of at least one (1) regular full-time day of employment). In the event of a reduction in salary, an employee, at his or her option, may maintain the insurance coverage at the former higher level.
- 66.3 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age sixty-five (65), on the first day of October following the employee's sixty-fifth (65th) birthday, except where coverage is provided under total disability, as described in Article 66.1.2(a) above.

- 66.4.1 Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, OR two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.
- 66.4.2 Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age sixty-five (65), the first day of October following the employee's sixty-fifth (65th) birthday, or the date a dependent ceases to be an eligible dependent.
- 66.4.3 Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.
- 66.4.4 Eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.
- 66.5 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:
- appointment as a civil servant,
 - marriage, or
 - birth or adoption of the employee's child.
- An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

ARTICLE 67 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

- 67.1.1 If an employee elects to participate in this plan, the Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%), or eighty percent (80%) of the monthly premium for the Supplementary Health and Hospital Plan, whichever is closest to the

percentage that the employee's weekly hours of work bear to full-time employment. The employee shall pay the balance of the monthly premium through payroll deduction.

- 67.1.2 An employee who does not elect to join the plan on first becoming eligible to participate, or who elects to rejoin the plan after opting out earlier, may make application in December of any year to commence coverage effective January 1st following, provided the employee has satisfied the service requirement specified in Article 64.1 (Insured Benefits Plans - General).
- 67.1.3 An employee who is participating in the plan, and, while still employed wishes to opt out of the plan may make application in December of any year to terminate coverage effective January 1st following.
- 67.1.4 Notwithstanding Article 67.1.2, on providing proof that similar coverage provided by a plan in which his or her spouse participates has been terminated, an employee may opt into the plan at any time, for coverage commencing at the beginning of the month coinciding with or immediately following the presentation of such evidence to the Employer.
- 67.2.1 Effective January 1, 1992, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines, one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of seventy-five dollars (\$75) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services, as set out in Articles 67.2.2 to 67.2.15.
- 67.2.2 Charges for accommodation, for employees aged sixty-five (65) and over, in a licenced chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;
- 67.2.3 Charges made by a licenced hospital for out-patient treatment not paid for under a provincial plan;
- 67.2.4 Charges for private-duty nursing in the employee's home, by a registered nurse or registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or his or her dependents, provided such registered nursing service is approved by a licenced physician or surgeon as being necessary to the employee's health care;

- 67.2.5 Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and masseur (if licenced and practising within the scope of their licence), to a maximum of twelve dollars (\$12) per visit for each visit not subsidized by O.H.I.P.;
- 67.2.6 Charges for the services of a psychologist up to sixteen dollars (\$16) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12) per visit for all other visits;
- 67.2.7 Artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified shoes (factory custom) ready made, off-the-shelf with a limit of three (3) pairs per calendar year, if medically necessary and prescribed by a licenced physician; and seventy-five percent (75%) of the cost of corrective shoe inserts, if medically prescribed, up to a limit of three (3) pairs per calendar year;
- 67.2.8 Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500);
- 67.2.9 Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- 67.2.10 Oxygen and its administration;
- 67.2.11 Blood transfusions outside hospital;
- 67.2.12 Dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- 67.2.13 Hearing aids and eye glasses, if required as a result of accidental injury;
- 67.2.14 Charges for services of physicians, surgeons and specialists legally licenced to practise medicine which, when provided outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this

benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule;

- 67.2.15 Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).
- 67.3 Effective January 1, 1992, the Employer agrees to pay sixty percent (60%) of the same percentage of the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan that is appropriate under Article 67.1.1 above. The employee shall pay the balance of the monthly premiums through payroll deduction. This coverage includes a ten dollar (\$10) (single) and twenty dollar (\$20) (family) deductible in any calendar year and provides for vision care (maximum two hundred dollars [\$200] per person in any twenty-four [24] month period) and the purchase of hearing aids (maximum two hundred dollars [\$200] per person once only) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.
- 67.4 It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his or her dependent is confined to hospital on the date his or her Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date his or her dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.
- 67.5 Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his or her last pay from the Employer, except as provided in Article 70.3 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's personnel branch. The employee shall pay the full premium.
- 67.6 The Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new collective agreement or following major alterations to the Plans.

ARTICLE 68 - DENTAL PLAN

BENEFITS

- 68.1.1 This plan provides for basic dental care equivalent to the Blue Cross

Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

68.1.2 Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the insured employee and eligible dependents on the basis of eighty-five percent/fifteen percent (85%/15%) co-insurance.

68.1.3 This plan includes dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and each eligible dependent.

68.1.4 Except for benefits described under Article 68.2, eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.

68.2 This plan includes services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.

68.3 This plan includes services relating to major restorative, with benefits equivalent to Rider 4 of the Blue Cross Plan on the basis of forty percent/sixty percent (40%/60%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee forty percent (40%) based on the current Ontario Dental Association Schedule of Fees, up to a maximum benefit of one thousand dollars (\$1,000) per year for the insured employee and each eligible dependent.

PREMIUMS

68.4 If an employee elects to participate in the Dental Plan, the Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the monthly premium for the Dental Plan, whichever is closest to the percentage that the employee's weekly hours of work bear to full-time employment. The employee shall pay the balance of the monthly premium through payroll deduction.

ELIGIBILITY

68.5 Employees are eligible for coverage on the first day of the month coinciding with or following two (2) months of service.

PARTICIPATION

68.6.1 An employee who does not elect to join the plan on first becoming eligible to participate, or who elects to rejoin the plan after opting out earlier, may make application in December of any year to commence coverage effective January 1st following, provided the employee has satisfied the service requirement specified in Article 64.1 (Insured Benefits Plans - General).

68.6.2 An employee who is participating in the plan, and, while still employed wishes to opt out of the plan, may make application in December of any year to terminate coverage effective January 1st following.

68.6.3 Notwithstanding Article 68.6.1, on providing proof that similar coverage provided by a plan in which his or her spouse participates has been terminated, an employee may opt into the plan at any time, for coverage commencing at the beginning of the month coinciding with or immediately following the presentation of such evidence to the Employer.

CANCELLATION

68.7 All coverage under this plan will cease on the date of termination of employment.

ARTICLE 69 - WORKPLACE SAFETY AND INSURANCE

69.1 Where an employee is absent by reason of an injury or an occupational 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 Articles 71.1 and 71.6 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

- 69.2 Where an employee is absent by reason of an injury or an occupational 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 occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against his or her credits.
- 69.3 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 Article 69.2 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 Article 69.2 and the compensation awarded shall be converted to its equivalent time and deducted from his or her accumulated credits.
- 69.4 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 Article 69.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award.
- 69.5 Where an employee is absent by reason of an injury or an occupational 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 71 (Short Term Sickness Plan) as an option following the expiry of the application of Article 69.2.

ARTICLE 70 - LONG TERM INCOME PROTECTION

- 70.1 The Employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection (L.T.I.P.) plan.
- 70.2.1 (a) The L.T.I.P. benefit is sixty-six and two-thirds percent (66-2/3%) of the employee's salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.
- (b) The L.T.I.P. benefit provided under Article 42.2.1(b) (Long Term

Income Protection) shall apply; however it shall be pro-rated based on the proportion of the part-time civil servant's weekly hours of work to the normal hours of work for the class as follows:

<u>Weekly Hours of Work</u>	X	Monthly amount
Normal hours of work for class (weekly)		

- (c) Effective December 31, 1993, and annually thereafter, until December 31, 1998, the total monthly payment under Articles 70.2.1(a) and 70.2.1(b) shall be increased by up to two percent (2%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.
- (d) Effective January 1, 1999, the L.T.I.P. benefit an employee was receiving on December 31, 1998, shall be increased for each employee by an amount equal to 1.0% of such amount, and on January 1, 2000, the amount the employee was receiving on December 31, 1999 shall be increased by a further 1.35%, and on January 1, 2001, the amount the employee was receiving on December 31, 2000 shall be increased by a further 1.95%.
- 70.2.2 The L.T.I.P. benefit to which an employee is entitled under Article 70.2.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workplace Safety and Insurance benefits paid for an unrelated disability, and such benefits are payable until the earliest of recovery, death or the end of the month in which the employee reaches age sixty-five (65).
- 70.2.3 The L.T.I.P. benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.
- 70.2.4 Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform the essential duties of his or her normal occupation during the qualification period, and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the essential duties of any gainful occupation for which he or she is reasonably fitted by education, training or experience.
- 70.3 The Employer will continue to make pension contributions as well as the normal portion of premium payments for the Dental Plan and for

Supplementary Health and Hospital on behalf of the employee while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a Workplace Safety and Insurance award. For the purposes of Article 70.3, the “normal portion” of premium payments will be as described in Article 67.1.1 (Supplementary Health and Hospital Insurance) and Article 68.3.1 (Dental Plan).

- 70.4 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 70.5 The L.T.I.P. coverage will terminate at the end of the calendar month in which an employee ceases to be a civil servant. If the employee is totally disabled on the date his or her insurance terminates, he or she shall continue to be insured for that disability.
- 70.6 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.
- 70.7 If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis (less than the regularly scheduled hours of work of that employee) during recovery, partial benefits shall be continued during rehabilitative employment.

“Rehabilitative employment” means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee’s training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.
- 70.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee’s total earnings exceed one hundred percent (100%) of his or her earnings as at the date of commencement of total disability.
- 70.9 Employees while on rehabilitative employment with the Ontario

Government will earn vacation credits as set out in Article 72 (Vacations and Vacation Credits).

ARTICLE 71 - SHORT TERM SICKNESS PLAN

- 71.1 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:
 - (a) 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,
 - (b) 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.
 - 71.2 An employee is not entitled to leave of absence with pay under Article 71.1 until he or she has completed all of his or her regularly scheduled hours of work within a period of four (4) consecutive weeks.
 - 71.3 An employee on a sick leave of absence which commences on a regularly scheduled working day in one (1) 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 71.1 for more than the number of days provided in Article 71.1 in the two (2) years until he or she has returned to work and again completed the service requirement described in Article 71.2.
 - 71.4 An employee who has used the total number of days available under Article 71.1 in a calendar year must complete the service requirement described in Article 71.2 before he or she is entitled to further leave under Article 71.1 in the next calendar year.
 - 71.5 The pay of an employee under this article is subject to deductions for insurance coverage and pension contributions that would be made from his or her regular weekly rate of pay. The Employer-paid portion of all payments and subsidies will continue to be made.
- USE OF ACCUMULATED CREDITS
- 71.6 An employee on leave of absence under Article 71.1(b) may, at his or her option, have sufficient credits deducted from his or her accumulated credits (attendance, vacation or overtime) to receive his or her regular weekly rate of pay.

- 71.7 An employee who is absent from his or her duties due to sickness or injury beyond the total number of days provided for in Article 71.1 shall have his or her accumulated attendance credits reduced by the number of days equal to such absence and he or she shall receive his or her regular weekly rate of pay for that period.
- 71.8 Article 71.7 does not apply to an employee when he or she qualifies for and elects to receive benefits under the Long Term Income Protection plan.
- 71.9 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer.
- 71.10 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 employee's manager, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than a calendar week.
- 71.11 Employees returning from Long Term Income Protection plan to resume employment must complete the service requirement described in Article 71.2 to qualify for benefits under the Short Term Sickness Plan.
- 71.12 For the purposes of this article the service requirement described in Article 71.2 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 or her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

ARTICLE 72 - VACATIONS AND VACATION CREDITS

- 72.1 Effective January 1, 1992, an employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that his or her weekly hours of work bear to full-time employment:
- (a) One and one-quarter (1 ¼) days per month during the first eight (8) years of continuous service;
- (b) One and two-thirds (1 ⅔) days per month after eight (8) years of continuous service;

- (c) Two and one-twelfth (2 ½) days per month after fifteen (15) years of continuous service;
- (d) Two and one-half (2 ½) days per month after twenty-six (26) years of continuous service.

- 72.2 An employee is entitled to vacation credits under Article 72.1 in respect of a month or part thereof in which he or she is at work or on leave with pay.
- 72.3 An employee is not entitled to vacation credits under Article 72.1 in respect of a whole month in which he or she is absent from duty for any reason other than vacation leave of absence or leave of absence with pay.
- 72.4 An employee shall be credited with his or her vacation for a calendar year at the commencement of each calendar year.
- 72.5 An employee may accumulate vacation to a maximum of twice his or her annual accrual but shall be required to reduce his or her accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 72.6 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 or she has completed six (6) months of service.
- 72.7 An employee with over six (6) months of service may, with the approval of the Deputy Minister, take vacation to the extent of his or her vacation entitlement and his or her vacation credits shall be reduced by any such vacation taken. For this purpose, an employee may include any continuous employment as a regular part-time employee, or as a full-time employee, in the Public Service of Ontario immediately prior to his or her appointment to the civil service.
- 72.8 Where an employee has completed twenty-five (25) years of service, there shall be added to his or her accumulated vacation, on that occasion only, that portion of five (5) days' vacation represented by the ratio his or her weekly hours of work bear to full-time employment.
- 72.9 An employee who completes twenty-five (25) years of service on or before the last day of the month in which he or she 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 or her weekly hours of work bear to full-time employment, at the beginning of the month following his or her sixty-fourth (64th) birthday.

- 72.10 Where an employee leaves the civil service prior to the completion of six (6) months' service as computed in accordance with Article 72.7, he or she is entitled to vacation pay at the rate of four percent (4%) of total earnings paid during the period of his or her employment.
- 72.11 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 ceases 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 70 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.
- 72.12 An employee's service shall not include any period 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.:
- (a) Political Activity (Public Service Act (P.S.A), S. 28.4(4) and S. 28.6)
 - (b) Lay-off (Article 62 - Employment Stability)
 - (c) Educational Leave (P.S.A., R.R.O. 1990, Reg. 977, S. 20 and S. 21)
- 72.13 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 his or her 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.

ARTICLE 73 - HOLIDAY PAYMENT

- 73.1.1 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	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.

- 73.1.2 An employee shall be compensated for each of the holidays to which he or she is entitled under Article 73.1.1. The compensation shall be equivalent to that of his or her regularly scheduled working day, but shall not exceed seven and one-quarter (7¼) or eight (8) hours, as applicable.
- 73.2 When an employee works on a holiday listed in Article 73.1.1, in addition to any compensation to which he or she may be entitled under Article 73.1.2, 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 Article 73.2 does not apply to employees in classifications assigned to Schedule 6.
- 73.3 In addition to any compensation to which he or she may be entitled under Article 73.1.2, an employee in a classification assigned to Schedule 6 shall receive equivalent time off for work on a holiday listed in Article 73.1.1.

ARTICLE 74 - BEREAVEMENT LEAVE

- 74.1 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, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.
- 74.2 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 or her aunt, uncle, niece or nephew.
- 74.3 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 Articles 74.1 and 74.2 above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

ARTICLE 75 - SPECIAL AND COMPASSIONATE LEAVE

- 75.1 A Deputy Minister 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.
- 75.2 The granting of leave under this article shall not be dependent upon or charged against accumulated credits.

ARTICLE 76 - PREGNANCY LEAVE

- 76.1 A Deputy Minister 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 to the civil service.
- 76.2.1 The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- 76.2.2 Notwithstanding Article 71.12 (Short Term Sickness Plan), Articles 72.2, 72.3, 72.12 (Vacation and Vacation Credits) and Article 78.3 (Termination Payments), vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 76.3.1 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.
- 76.3.2 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.

- 76.3.3 Notwithstanding Article 76.3.2(a) and (b), where an employee assigned to a vacancy in accordance with Article 60.4.2 (Health and Safety and Video Display Terminals) 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.
- 76.4 Notwithstanding Article 64.2 (Insured Benefits Plans - General), an employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so.
- 76.5 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 twenty-six (26) weeks. The first eighteen (18) weeks of this leave shall be in accordance with the provisions of parental leave granted under Article 77 (Parental Leave).
- 76.6.1 A female employee returning from a leave of absence under Article 76.1 or 76.5 to the ministry in which she was employed immediately prior to such leave shall be assigned to the position she most recently held, if it still exists, or to a comparable position, if it does not and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- 76.6.2 An employee who has been assigned in accordance with Article 60.4.2 (Health and Safety and Video Display Terminals) and who returns to her former ministry from a leave of absence under this article, shall be assigned to the position she most recently held prior to the assignment under Article 60.4.2, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- 76.7 In accordance with Articles 76.3.2(a) and (b), and 76.3.3, 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.

76.8 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 77 - PARENTAL LEAVE

77.1.1 A Deputy Minister 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 to the civil service.

77.1.2 Notwithstanding Article 71.12 (Short Term Sickness Plan), Articles 72.2, 72.3, 72.12 (Vacation and Vacation Credits) and Article 78.3 (Termination Payments), vacation credits, seniority and service continue to accrue during the parental leave.

77.2 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; and

(b) no later than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time;

(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 a parent for the first time. Parental leave shall end eighteen (18) weeks after it begins or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.

77.3 Notwithstanding Article 64.2 (Insured Benefits Plans - General), an employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.

77.4 Except for an employee to whom Article 76 (Pregnancy Leave) 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 twenty-five (25) weeks.

77.5.1 An employee who is entitled to parental leave and 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.

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

(a) 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 leave, 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,

(b) up to a maximum of ten (10) 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 leave 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,

(c) where the employee provides proof that he or she is receiving an additional five (5) weeks of employment insurance because of a physical, psychological or emotional condition of the child requiring longer parental care, then the employee will also receive an additional five (5) weeks of supplement as provided for in (b) above,

(d) where, during the term of this agreement, the Employment Insurance legislation is amended to provide up to fifteen (15) weeks' entitlement, then the time period in (b) above will be amended accordingly.

77.6 An employee returning from a leave of absence under Articles 77.1 or 77.4 to the ministry in which he or she was employed immediately prior to such leave, shall be assigned to the position he or she most recently held, if it still exists, or to a comparable position, if it does not, and continue to 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.

77.7 In accordance with Article 77.5.2, 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 leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.

ARTICLE 78 - TERMINATION PAYMENTS

78.1 An employee who has completed a minimum of

- (a) one (1) year of service and who ceases to be an employee because of,
 - (1) death,
 - (2) retirement pursuant to,
 - (a) section 17 of the Public Service Act (P.S.A.), or
 - (b) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform his or her duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which he or she is not entitled to a disability pension; or
 - (3) release from employment under section 22(4) of the P.S.A.; or
 - (4) resignation during the surplus notice period; or
- (b) five (5) years of service and who ceases to be an employee for any reason other than
 - (1) dismissal for cause under section 22 of the P.S.A., or
 - (2) abandonment of position under section 20 of the P.S.A.,

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

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

78.2.2 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.

78.2.3 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.

78.3 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's service shall not include any period 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 or her service, i.e.:

- (a) Political Activity (P.S.A., S. 28.4(4) and S. 28.6)
- (b) Lay-off (Article 62 - Employment Stability)
- (c) Educational Leave (P.S.A., R.R.O. 1990, Reg. 977, S. 20 and S.21).

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

78.5 Notwithstanding Article 78.4, an employee who has been released in accordance with Article 62 (Employment Stability) and who is subsequently re-appointed within two (2) years may, at his or her option, repay any termination payments received under this article to the Minister of Finance, and, thereby, restore termination pay entitlements for the period of service represented by the payment.

78.6 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 the Central Collective Agreement calculated on the basis of his or her salary as though he or she was employed full-time.

78.7 In a case where an employee leaves employment with the Employer and acquires a job with a Crown Agency, the Employer may pay out the termination pay immediately or, by arrangement with the Crown Agency, transfer liability for the termination pay to the Crown Agency, in which case such liability will be assumed by the Crown Agency and the Employer will be relieved from any further obligation in this regard, save and except that where the Crown Agency does not satisfy its obligation, the Employer shall do so.

PART D - SALARY AND TERM

ARTICLE 79 -SALARY

IMPLEMENTATION

79.1 The parties agree to co-operate to facilitate the expeditious implementation of this Collective Agreement.

ARTICLE 80 - TERM OF AGREEMENT

80.1 This Agreement covers the period from January 1, 1999, until December 31, 2001. The effective date of any changes to the term of this Central Collective Agreement from the previous Central Collective Agreement, unless otherwise indicated, shall be March 27, 1999. This Central Collective Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice on the other in writing that it wishes to bargain for a new Central Collective Agreement in accordance with the *Labour Relations Act, 1995*, and the *Crown Employees Collective Bargaining Act, 1993*.

Signed this 25 day of June, 1999, in Toronto, Ontario.

FOR THE UNION:

TERRY STINSON
DAVID CHEW
SANDRA NOAD
MURRAY BAKER
RON NORTON
DON FORD
JOHN MCLAREN
JOYCE HANSEN
ANDREW TODD
LEAH CASSELMAN

FOR THE EMPLOYER:

GAYLE FISHER
MARO BAKOLA
GENE SORIN
BARRY THOMAS
ED FARRAGHER
LINDA WENDEL

PART E - APPENDICES

APPENDIX 1

TAPE ON UNION DUES CLASSIFIED EMPLOYEES STAFF RELATIONS DIVISION

2nd Floor, Frost Building South
February 13, 1978

Mr. J. Poitras
Negotiator
Ontario Public Service Employees Union
1901 Yonge Street, 7th Floor
TORONTO, Ontario M4S 1Y8

Dear Mr. Poitras:

This letter will confirm the understanding reached during the 1978 Working Conditions Negotiations with reference to Article 4 (Check-off of Union Dues) of the Central Collective Agreement.

1. By June 30, 1978, the Employer shall provide the Union with a monthly reconciliation tape on Union dues. The tape shall contain the following information: Employee Name, S.I.N., Sex, Ministry, Category and Group, Classification Code, Classification Title, Geographic Location Code, Schedule (Hours), D.C.S., Dues Indicator, Dues Deducted, "Dropped" Indicator, "Added" Indicator, Reasons ("Dropped" and "Added").
2. The Union shall pay for the development of such a monthly tape based on actual costs not to exceed \$21,000. The Union shall also pay, on a monthly basis, for the production costs of the monthly tape, estimated to be \$1,500 per month for the term of this Agreement. The Employer shall itemize and bill the Union for such costs. The Union shall provide the tape and reels required above, to the appropriate standards of the Employer.

Yours very truly,

M. Veskimets
SENIOR STAFF RELATIONS OFFICER
CONFIRMED:
C. Darrow
J. Poitras

APPENDIX 2

TAPE ON UNION DUES
UNCLASSIFIED EMPLOYEES

This confirms the understanding reached by the parties during the 1984 Working Conditions and Employee Benefits Negotiations with respect to Articles 31.14.1(Unclassified Employees) and 32.20.1 (Seasonal Employees) of the Central Collective Agreement.

1. Six months following receipt of official notice of ratification, the Employer will provide the Union with a bi-weekly computer tape on Union dues deducted from those employees covered by Article 30(Unclassified Employees) whose pay is processed through the IPPEB computer system. The tape shall include the information specified in Articles 31.14.1 (Unclassified Employees) and 32.20.1 (Seasonal Employees).
2. The Union shall pay for the development of such a bi-weekly tape based on actual costs not to exceed \$10,000. The Union shall also pay, on a monthly basis, for the production costs of the bi-weekly tapes, estimated to be \$200 bi-weekly for the term of this Agreement. The Employer shall itemize and bill the Union for such costs. The Union shall provide the tape and reels required for the above, to the appropriate standards of the Employer.

July 30, 1985

APPENDIX 3

USE OF PRIVATELY OWNED AUTOMOBILES

March 21, 1975

Mr. C. J. Darrow,
President,
The Civil Service Association of Ontario (Inc.)
1901 Yonge Street
TORONTO, Ontario

Re: Use of Privately Owned Automobiles

Dear Mr. Darrow,

This letter will confirm the decision of Management Board of Cabinet that the use of privately owned automobiles on the Employer's business is not a condition of employment.

On Behalf of
MANAGEMENT BOARD OF CABINET

W. J. Gorchinsky
Senior Staff Relations Officer

APPENDIX 4

JOINT INSURANCE BENEFITS REVIEW COMMITTEE

Joint Insurance Benefits Review Committee

1. Name of Committee

The Committee shall be referred to as the Joint Insurance Benefits Review Committee.

2. Purpose of Committee

The purpose of this Committee is to facilitate communications between the Employer and the OPSEU on the subject of Group Insurance, including Basic Life Insurance, Supplementary Life Insurance, Extended Health Insurance, Long Term Income Protection Insurance, and such other negotiated benefits as may, from time to time, be included in the Group Insurance Plan.

It is understood that the Group Insurance benefits to be provided to employees and the cost sharing arrangements between the Employer and its employees shall be as set out in any applicable collective agreement or arbitration award, and the matters for consideration by this Committee shall be only as set out in these terms of reference.

3. Composition of Committee

The Committee shall be composed of an equal number of representatives from the Employer and from the OPSEU, with not more than eight (8) representatives in total. At meetings of the Committee, each party may be accompanied by an Actuary to provide technical advice and counsel.

4. Duties of Committee

The duties of the Committee shall consist of the following:

- (i) Development of the specifications for the public tendering of any negotiated benefits which may be included in the Group Insurance Plan (to cover the bargaining unit only);
- (ii) Determination of the manner in which the specifications will be made available for public tendering;
- (iii) Consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;

- (iv) Recommendation to the Government of Ontario on the selection of the insurance carrier or carriers to underwrite the Group Insurance Plans;
- (v) Review of the semi-annual financial reports on the Group Insurance Plan; and
- (vi) Review of contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures.

The specifications for tender will describe the benefits to be provided, the cost sharing arrangement between the Employer and its employees, the past financial history of the insurance plans, the employee data, the format for the retention illustration for each coverage and the financial reporting requirements. Tenders shall be entertained by the Committee from any individual insurance carrier acting solely on its own behalf. This shall not preclude such carrier from arranging reinsurance as may be necessary.

The basis for recommendation of an insurance carrier(s) will include the ability of the carrier(s) to underwrite the plan, compliance of the carrier's quotation with the specifications for tender, the carrier's service capabilities and the expected long term net cost of the benefits to be provided.

5. Experience Review

The Committee will also meet every six (6) months to review the financial experience under these coverages. The specifications for tender will describe the information to be included in the semi-annual financial statements to be prepared by the insurance carrier(s). These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claim and other reserves. The insurance carrier(s) will also be required to report on the level and method of administering the Employer's and employees' deposit accounts.

The Committee shall request the insurance carrier(s) to provide such additional information for the Committee's consideration as may be required by either the Employer or the OPSEU.

If the Joint Insurance Benefits Review Committee fails to agree on a recommendation to the Government of Ontario on the selection of the insurance carrier(s) to underwrite the group insurance plan, the members of the said Committee nominated by the Employer and the OPSEU may each

make a recommendation in writing to the Government of Ontario on the selection of the insurance carrier(s) supported by reasons for their respective recommendations.

It is understood that the Government at all times retains the right to select whatever carrier(s) (to underwrite the Group Insurance Plan) it may consider would best serve the "public interest" and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Joint Insurance Benefits Review Committee.

6. Claims Review Subcommittee

- (a) There shall be a subcommittee whose mandate is to review, and make decisions on, complaints or differences involving the denial of insured benefits under the Central Collective Agreement, when such issues have not been resolved through the existing administrative procedures, save and except a complaint or difference arising under Article 22.9.1 (Insured Benefits Grievance) of the Central Collective Agreement. The subcommittee shall be composed of two (2) representatives selected by the Employer, two (2) representatives selected by OPSEU, and an independent third party who is agreed to by both parties.
- (b) Appropriate impartial medical consultants shall be available to the subcommittee in an advisory capacity to provide information on the nature of specific illnesses or disabilities.
- (c) Membership on the subcommittee shall be for a one (1) year period, and is renewable at the discretion of the nominating party, or parties in the case of the renewal of the term of the independent third party.
- (d) Decisions of the subcommittee are final and binding.
- (e) The fees and expenses of the medical consultants referred to in clause (b), and the independent third party referred to in clause (a), shall be divided equally between the Employer and the Union.

RELEASE OF INFORMATION-
INSURED BENEFITS APPEAL

TO: _____
(Name of insurance carrier for benefit claimed)

THIS SHALL BE YOUR AUTHORITY to deliver immediately to the Employer, in care of Management Board Secretariat and to the Ontario Public Service Employees Union, a copy of each and every medical report prepared by or under the authority of a medical practitioner, and a copy of each and every document or other material, in any format, prepared by any person, in your possession in connection with my claim dated _____ for (specify benefit claimed) _____ during my employment with the Ontario Public Service.

I understand that this information and material may be used during this insured benefits appeal.

_____ Employee Signature	_____ Ministry
_____ Please print name	_____ SIN
_____ Employee Home Address	_____ Date

APPENDIX 6

SAME SEX SPOUSES

November 14, 1990

Mr. A. Todd
Chief Negotiator
Ontario Public Service Employees Union
1901 Yonge Street
Toronto, Ontario
M4S 2Z5

Dear Mr. Todd:

This will confirm that effective January 1, 1991, family coverage for insured benefits, pursuant to Articles 32.10.1, 32.10.2, 32.11.1, 32.11.2 and 32.15 (Seasonal Employees), Articles 38, 39, 40 and 48 (Full-time Employees) and Articles 66, 67, 68 and 74 (Part-time Employees) shall be extended to include same sex spouses.

Yours sincerely,

J. R. Thomas
Assistant Deputy Minister
Employees Relations and Compensation Division

APPENDIX 7

CLASSIFICATION SYSTEM OVERHAUL

This confirms the agreement reached by the parties during negotiations with respect to the classification system overhaul.

- (1) The classification system overhaul shall be deferred for the duration of this collective agreement, and for the period of its operation.
- (2) The Joint System Subcommittee (JSSC) of the CERC, consisting of three (3) persons appointed by each party, is continued for the duration of the collective agreement and the period of its operation, to:
 - (i) provide a forum for ongoing discussion between the parties regarding classification matters;
 - (ii) review and decide on all complaints or differences involving allegations of improper classification.
- (3) All decisions of the JSSC on disputes arising under paragraph 2(ii) shall be by vote of the members of the committee and any decision on which the parties' representatives concur shall be binding on the parties and any affected employees. Each party must, in any case where such a decision is made, be represented by an equal number of persons appointed by each party.
- (4) Union representatives of the JSSC shall be provided with reasonable travel time and leave with pay to attend meetings of the committee.

Signed this 25th day of June, 1999, in Toronto, Ontario.

APPENDIX 8

LETTER OF UNDERSTANDING
between

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)
"the Employer"

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
"the Union"

IN THE MATTER OF Article 22.12 and Appendix 7

This will confirm certain understandings reached regarding the operation of the Joint System Subcommittee (JSSC).

It is acknowledged that there is a perception that the JSSC has not worked effectively. It is the desire of both parties that the JSSC be an effective consultation forum, and that classification matters be dealt with.

It is agreed that, within thirty (30) days of the date of ratification, the parties will appoint two senior persons from each side to examine the workings of the JSSC, and make recommendations to improve its operation.

The matters to be examined by the parties will include:

- (1) methods to ensure that members of the JSSC are empowered to make decisions on classification matters;
- (2) means to ensure the prompt disposition of classification disputes;
- (3) criteria by which the JSSC is to make decisions;
- (4) such other matters regarding classifications as the parties may agree upon.

Signed this 25th day of June, 1999, in Toronto, Ontario.

APPENDIX 9
EMPLOYMENT STABILITY

Mr. Andrew Todd
Chief Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
NORTH YORK, Ontario

Dear Mr. Todd:

Re: Employment Stability

The Government is aware that its restructuring initiatives over the next two fiscal years (1996/97, 1997/98) could have a significant effect on employees, some of whom have served for a lengthy period. Accordingly, commencing with the ratification of the collective agreement and ending on December 31, 2001, the Employer undertakes the following:

1. (a) The Employer will make reasonable efforts to ensure that, where there is a disposition or any other transfer of bargaining unit functions or jobs to the private or broader public sectors, employees in the bargaining unit are offered positions with the new employer on terms and conditions that are as close as possible to the then existing terms and conditions of employment of the employees in the bargaining unit, and, where less than the full complement of employees is offered positions, to ensure that offers are made on the basis of seniority. When an employee has been transferred to a new employer he or she will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- (b) Where the salary of the job offered by the new employer is less than eighty-five percent (85%) of the employee's current salary, or if the employee's service or seniority are not carried over to the new employer, the employee may decline the offer. In such a case, the employee may exercise the rights prescribed by Article 20 (Employment Stability) and/or paragraphs 2 to 5 of this Appendix. The employee must elect whether or not to accept employment with the new employer within three (3) days of receiving an offer. In default of election, the employee shall be deemed to have accepted the offer.
2. (a) Employees who have been declared surplus may continue to accrue pension credits for the period represented by their Article 53 or 78 termination payment subject to the appropriate contributions by the Employer and the employee. This arrangement meets the requirements of

the OPSEU Pension Plan including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval. This paragraph will not apply to employees described in paragraph 1 who are transferred to a new employer or, subject to 1(b), who decline a transfer to a new employer.

- or -

- (b) In the alternative, employees who have been declared surplus may take a pension bridging option as a leave of absence without pay but with the continued accrual of pension credits, 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 Articles 53 or 78 (excluding attendance credits); 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.

For any specific individual, the maximum amount of leave that can be taken for the pension bridging option shall be calculated as follows:

- (A1) determine the total amount of time from the date on which the employee receives the surplus notice that is needed for the individual to reach the next earliest of his or her actuarially unreduced pension options and, from that amount, subtract:
- (i) the employee's six (6) month notice period; and
 - (ii) the 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 78 (excluding attendance credits).
- (B1) the remainder to the extent that 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. During the leave without pay, employees may choose to purchase all benefits coverage with the exception of the Short Term Sickness Plan and the Long Term Income Protection plan.

The leaves of absence shall commence before the conclusion of the employee's six (6) month notice period and shall be taken as follows:

- (A2) the unpaid leave of absence, the maximum of which is determined in accordance with (B1) above, shall be taken first. During this leave of absence, in lieu of the employee's pension contributions being made directly from the employee, the employee's right to enhanced severance under paragraph 4 of this letter 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;
- (B2) the leave of absence with pay equal to the employee's number of weeks of Article 53 or 78 termination payments shall be taken after the leave without pay in (A2) above. During this leave of absence the employee's pension contributions shall be deducted from the employee's bi-weekly payments;
- (C2) 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. At the end of this period, the employee:
- (i) shall retire;
 - (ii) shall receive the enhanced severance, 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.

This arrangement meets the requirements of the OPSEU Pension Plan including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval.

This paragraph will not apply to employees described in paragraph 1 who are transferred to a new employer or, subject to 1(b), who decline a transfer to a new employer.

Surplus employees who choose any of these pension bridging options in (2) shall waive all rights to displacement, redeployment, pay in lieu and recall.

3. An employee who has reached Factor 80 on or before March 31, 1996, and did not retire within his or her Factor 80 window, shall, if declared surplus, be eligible to re-qualify under the Factor 80 program, provided he or she so elects in writing within thirty (30) days of receipt of notice of lay-off, and, where he or she so elects, the employee shall retire within the thirty (30) day period and all other rights under this agreement are forfeited, save and except Article 53 or 78 (Termination Pay). For the sake of clarity, it is agreed that an employee who

is given an offer to accept employment with a new employer pursuant to paragraph 1, who is otherwise eligible to re-qualify under the Factor 80 program, shall be considered eligible to re-qualify as prescribed herein. The Plan Sponsors agree to take steps to amend the OPSEU Pension Plan in an expeditious manner to provide for the re-opening of the Factor 80 window for those employees described herein. This arrangement meets the requirements of the OPSEU Pension Plan including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval.

4. Employees who are laid off or who have resigned and received their pay in lieu of notice pursuant to Article 20.2 (Notice and Pay in Lieu) will receive, in addition to their Article 53 or 78 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 the application of paragraph 2 (a), will become entitled to receive an actuarially unreduced pension. Employees who are entitled to the amounts specified in Article 20.3 (Separation Allowance) shall receive the greater of those amounts or the amount specified in this paragraph. (For the sake of clarity, it is understood that a person who resigns pursuant to Article 20.3 (Separation Allowance) shall be considered to be laid off for the purpose of this paragraph.) This paragraph will not apply to employees described in paragraph 1 who are transferred to a new employer or, subject to 1(b), who decline a transfer to a new employer.
5. Where an operation or part thereof is being disposed of, and the Employer has determined that an opportunity for tendering or bidding is warranted, employees shall be given the opportunity to submit a tender or bid on the same basis as others.

Yours truly,
Kevin Wilson

Mr. Andrew Todd
Chief Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
NORTH YORK, Ontario

Dear Mr. Todd:

Re: Article 20.7 - Voluntary Exit Option

This will serve to clarify certain aspects of the application of Article 20.7. It is understood that a person who has offered to be declared surplus pursuant to Article 20.7 will, if otherwise qualified, be entitled to the benefits of paragraph 4 of Appendix 9 (Employment Stability). It is also understood that where more than one employee offers to be declared surplus with respect to the same employee in a position, the most senior employee who qualifies under Article 20.7 will be selected.

Yours truly,

Kevin Wilson

APPENDIX 11
OPSEU PENSION PLAN

Mr. Andrew Todd
Chief Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
NORTH YORK, Ontario

Dear Mr. Todd:

Re: OPSEU Pension Plan

This will confirm that, effective on ratification and during the term of the Central Collective Agreement, it is not the intention of the Employer to amend the OPSEU Pension Plan or any related documents. Where the Employer wishes to do so, it will negotiate any changes with the Union.

Yours truly,

Kevin Wilson

APPENDIX 12
MEMORANDUM OF AGREEMENT

Between

MANAGEMENT BOARD OF CABINET
(Hereafter called "the Employer")

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)

Appendix 12 - Student Wage Rates

1. This Memorandum of Agreement is based on negotiations held pursuant to Appendix 12 of the Collective Agreement between the parties, expiring December 31, 1998, and is subject to the definitions, principles and terms set out in the Collective Agreement.
2. This Memorandum of Agreement will become effective upon being signed by the parties. As per Appendix 12 of the Collective Agreement, this agreement will be presented to the CERC so that recommendations can be appended into the Collective Agreement and implemented for the remaining period of the collective agreement.
3. The provisions of this Memorandum of Agreement will ensure that student wage rates are standardized across the Ontario Public Service for those covered by the Collective Agreement between the parties.
4. Students in post secondary Co-operative Programs will be paid a percentage of the entry level of the appropriate classification specified in the Collective Agreement, as follows:

Work Term	Percentage
1	60%
2	64
3	68
4	72
5	76
6	80

5. Students in Special Employment Programs shall be paid the minimum wage rate of \$6.85 per hour.

6. Students in the Ontario/Quebec Summer Student Job Exchange Program shall be paid the rate negotiated with OPSEU prior to negotiations between the Ontario and Quebec Governments (currently \$8.25 per hour).
7. Students hired into student positions shall be paid according to a two level job evaluation system. The framework for this system forms Appendix "A" to this agreement.
8. A student hired into a position established in the classified service shall be paid according to the classification range for that position. For greater clarity, this includes students backfilling a classified position during the incumbent's leave of absence and students filling a vacant classified position for a limited duration.
9. This agreement will represent settlement of any claims and grievances respecting student wage rates, save and except the individual grievances currently on file.

Dated this 16th day of November, 1998.

For OPSEU:

For the Employer:

Appendix-A

Framework for Students Wage Rates

1. This framework will be submitted to the Joint System Sub-Committee for its use in developing a Student Job Evaluation System for all student positions to present to CERC for agreement in accordance with Appendix 12 of the Collective Agreement expiring on December 31, 1998.
2. The primary factors underpinning the Student Job Evaluation System are Complexity, Skills/Knowledge and Supervision.

The Employer shall be guided by the factors prescribed by the Pay Equity Act in the development of the job evaluation system and shall adhere to all legislative requirements.

The provisions will also recognize the different skills levels required and types of employment opportunities for students in their employment within the Ontario Public Service.

LEVEL 1

Jobs under classification Level 1 will reflect work which is routine and limited in complexity. These jobs may require additional supervision (e.g., team lead) and do not require a special skill level.

LEVEL 2

Jobs classified at Level 2 will involve work that is more varied and complex in nature. The jobs typically require knowledge from a related area of study and an increased level of skills. These jobs require limited supervision as students are required to work independently. If the job requires a license or certificate (e.g., first aid certificate, equipment operator's license/certificate), it is automatically assigned to classification level 2.

3. Rates for these two levels are:

Level 1:	\$6.85 per hour
Level 2:	\$8.50 per hour

4. It is understood that the job evaluation system and accompanying pay rates are not arbitrable, pursuant to the Crown Employees Collective Bargaining Act.

November 16, 1998

Ms Nancy Fisher
Negotiator
Management Board Secretariat
Corporate Labour Relations/Negotiations Secretariat
Room 340, Frost Building south
7 Queen's Park Crescent
Toronto, Ontario
M7A 1Z5

Dear Ms Fisher:

Re: Appendix 12 - Student Wage Rates

Further to the Memorandum of Agreement signed by the parties dealing with the above dated November 16, 1998, this correspondence will confirm the withdrawal of all "Union Grievances" dealing specifically and exclusively with Article 33.5 of the Collective Agreement prior to November 16, 1998.

This correspondence shall be appended to and form part of the Memorandum of Agreement.

Sincerely,

G.T. Wood
Negotiator

November 16, 1998

Tom Wood
Chief Negotiator
OPSEU
100 Lesmill Road
North York, Ontario

Dear Tom:

This will confirm that notwithstanding the Cooperative wage rate specified in section 4 of the Memorandum of Agreement concerning provisions for Student Wage Rates, the rate for a student in a post-secondary cooperative program shall not be less than \$8.25 per hour or the weekly equivalent.

Sincerely,

Nancy Fisher

APPENDIX 13

RELOCATION OF OPERATION BEYOND
40 KILOMETRE RADIUS

MEMORANDUM OF AGREEMENT

BETWEEN

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)
"the Employer"

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
"the Union"

IN THE MATTER OF:

Relocation of an Operation Beyond a 40 Kilometre Radius

The Employer and the Union herewith agree that, when a ministry decides to change an operation's headquarters to a location outside a forty (40) kilometre radius of that operation's current headquarters, the following terms and conditions will apply:

- (1) affected employees will be notified, in writing, of the ministry's decision to change the operation's headquarters location and the date when such change will take place;
- (2) (a) employees may accept the change in headquarters location, in which case they will be eligible for reimbursement of relocation costs in accordance with the Employer's relocation policy; or

(b) employees may reject the change in headquarters location, in which case they will be given six (6) months' notice of lay-off pursuant to Article 20.2.1 (Notice and Pay in Lieu) and have full access to the provisions of Article 20 (Employment Stability) and Appendix 9 (Employment Stability) of the Central Collective Agreement.
- (3) if several employees hold the same position and fewer of their positions are required in the new headquarters location, the employees with the greatest seniority will be given the opportunity to go to the new headquarters location first.

- (4) it is understood that when an employee accepts the change in headquarters location in accordance with this Memorandum of Agreement, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

Agreed by the parties at the City of Toronto on this 9th day of July, 1996.

FOR THE EMPLOYER

JUDY TODMARIN
MARGARET BODKIN
KEVIN WILSON

FOR THE UNION

TERRY STINSON
SANDRA HARPER
GRANT MACGILLIVRAY
BOB PATRICK
MURIEL ETHIER
LEAH CASSELMAN

APPENDIX 14

INTERPRETATION OF ARTICLE 20.4.1 (DISPLACEMENT)

MEMORANDUM OF AGREEMENT

BETWEEN

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)
"the Employer"

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
"the Union"

IN THE MATTER OF:

Interpretation of Article 20.4.1 (Displacement)

The Employer and the Union have reached agreement, as outlined below, on the interpretation of Article 20.4.1 of the Central Collective Agreement.

The Employer and the Union have clarified the meaning of the phrase in the first paragraph of Article 20.4.1, "who has not been assigned in accordance with the criteria of Article 20.5 (Redeployment) to another position...". The intent of this phrase, as negotiated, is as follows:

- (a) a surplus employee has the right to be assigned to a vacant position in his or her ministry in accordance with Article 20.5.1 or 20.5.2 of the Central Collective Agreement before his or her right to displace in accordance with Article 20.4.1 is activated.
- (b) the Employer's obligation to assign a surplus employee to a vacant position in his or her ministry and the employee's right to such assignment ends when, pursuant to Article 20.4.1.9, the employee advises the Employer, in writing, that he or she will displace the employee identified pursuant to Article 20.4.1.2, 20.4.3, 20.4.4, 20.4.5, 20.4.6, or 20.4.7, as applicable.

- (c) notwithstanding paragraphs (a) and (b) above, the Employer may assign a surplus employee to a vacant position in another ministry pursuant to Article 20.5.3 or 20.5.4 of the Central Collective Agreement.
- (d) an employee who has been assigned to a position in accordance with Articles 20.5.1, 20.5.2, 20.5.3 or 20.5.4 will not have any displacement rights under Article 20.4 of the Central Collective Agreement.

This Memorandum of Agreement will come into effect on July 18, 1996 and expire on December 31, 2001.

For the Union:

BOB PATRICK
GRANT MACGILLIVRAY
MURIEL ETHIER
SANDRA HARPER
ANDY TODD
LEAH CASSELMAN

For the Employer:

MARGARET BODKIN
JUDY TOMARIN
LINDA BARBER

LETTER OF UNDERSTANDING

between

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)
"the Employer"

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
"the Union"

IN THE MATTER OF Unclassified Employees

It is understood that the Union wishes to convert a greater number of unclassified positions to classified positions. It is also understood that the Employer wishes to maintain its flexibility.

It is agreed that, within ninety (90) days of the date of ratification, the parties will appoint two senior persons from each side to examine the question of whether or not additional unclassified positions can be converted to classified positions, and methods of doing so where feasible.

The representatives of the parties will report within 6 months of the date of ratification.

Signed this 25th day of June, 1999, in Toronto, Ontario.

LETTER OF UNDERSTANDING

between

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)
"the Employer"

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
"the Union"

IN THE MATTER OF:

Pay for Performance

It is understood that the Employer wishes to consider the implementation of pay for performance in the OPSEU bargaining units. The parties agree to discuss the concept of pay for performance and the feasibility of implementing the concept in the OPSEU bargaining units, and to consider various options that may be viable.

Signed this 25 day of June, 1999, in Toronto, Ontario.

LETTER OF UNDERSTANDING

between

THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)
"the Employer"

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
"the Union"

IN THE MATTER OF:

Factor 80 Program

It is understood that the Factor 80 Program expires on March 31, 2000, and the parties wish to make certain arrangements to extend the Factor 80 Program for certain purposes, up to March 31, 2002.

Accordingly, it is agreed that the Factor 80 Program will be extended to March 31, 2002, for employees who are declared surplus prior to that date. The Plan sponsors agree to take steps to amend the OPSEU Pension Plan in an expeditious manner to provide for the extension of the Factor 80 window for those employees as described herein. This arrangement meets the requirements of the OPSEU Pension Plan, including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval.

Signed this 25 day of June, 1999, in Toronto, Ontario.

MEMORANDUM OF SETTLEMENT

BETWEEN

MANAGEMENT BOARD SECRETARIAT

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

1.0 Definitions: (In this Agreement)

Employer - The Employer is the Crown in Right of Ontario.

Receiving Employer - Any public or private sector Employer who has been designated in legislation or who is selected in another manner by the Crown to deliver services which were formerly delivered by Civil Servants.

Employee - Classified employees (Civil Servants).

Transfer Agreement - An agreement or appendix of an agreement regarding human resource matters between the Crown in Right of Ontario and a Receiving Employer for a Schedule B transfer.

Enhanced Severance - A severance package of one (1) week's salary for every completed year of continuous service. If the entitlement to, or amount of enhanced severance pay is changed during current Central Collective Agreement negotiations, those changes shall be included in this agreement.

1.1 Scope

1.1.1 Any transfer agreements signed between the employer and a receiving employer and any agreements signed between OPSEU and the employer regarding specific transfers on or before the date of this Agreement shall remain binding and effective. Nothing in this Agreement shall be taken to amend such agreements. This Agreement is effective the date of signing.

1.1.2 This Agreement represents a full and complete interpretation of all matters arising under paragraphs 1, 4 and 5 of Appendix 9. All rights and

obligations contained in paragraphs 1, 4, and 5 of Appendix 9 are governed by the provisions of this Agreement. Unresolved grievances filed before the signing date of this agreement will be resolved utilizing the dispute resolution processes in Article 4.2 or Article 8 as appropriate.

1.1.3 All future grievances related to paragraphs 1, 4 and 5 of Appendix 9 - Employment Stability, must be filed under a specific article(s) of this agreement. Such disputes shall be subject to the dispute resolution process in Article 4.2 or in the situation of an Agreement and RFP Review - Article 8.

1.2 Resolution of Outstanding Non-Appendix 9 Grievances

The parties agree to give priority consideration to resolve outstanding non-Appendix 9 grievances, on the GSB active list, at transfer sites. To this end, the parties agree that in the current process undertaken by the parties to address the grievance backlog, that any grievance, on the GSB active list, related to a transferring service will proceed to mediation first in each ministry and if no resolution through mediation, be given priority consideration when scheduling for arbitration.

1.3 Seniority Regulation

1.3.1 The Employer agrees to recommend to Cabinet that it make regulations pursuant to section 40 (1) of the Public Sector Labour Relations Act 1997 providing that in the case of a sale, lease or other disposition, of all or part of a business of the Crown to a municipality or hospital listed on Appendix A, where a bargaining unit at such municipality or hospital includes employees after the transfer, who were employed in the Ontario Public Service immediately before the sale, lease or disposition, those employees shall be accorded seniority on the same basis as other employees in the bargaining unit and, without restricting the generality of the foregoing,

- a. If the Collective Agreement provides that seniority includes all periods of employment with the receiving employer, the employee's seniority shall include all periods of employment with the receiving employer and all periods of employment in the Ontario Public Service.
- b. If the Collective Agreement provides that seniority includes all periods of employment in the bargaining unit of the employer, the employee's seniority shall include all periods of employment in the bargaining unit and all periods of employment in the Ontario Public Service in a position having duties, responsibilities and other attributes such that, if the employment were with the receiving employer, the employee would have been a member of the bargaining unit.

1.3.2 In the event that the seniority regulation(s) recommended in respect of a specific transfer is not made, the Employer remains subject to paragraphs 1, 4 and 5 of Appendix 9 to the Collective agreement in respect of the employees in that specific transfer.

1.4 Acceptable Process for Grievances with Remedy Obligations

The parties agree that the remedy for the grievances listed in attached Appendix B will be determined through an expedited mediation/arbitration process before a list of three (3) arbitrators agreed to by the parties.

2.1 OPSEU Pension Trust

Pursuant to paragraph 40 of the Sponsorship Agreement between OPSEU and Ontario, dated April 18, 1994, OPSEU and the Crown agree to amend the OPSEU Pension Plan to provide for continued membership in the Plan of former public servants for employment with an employer ("Employer") who is not the Crown or a Crown agency in the following circumstances:

- (a) The member of the OPSEU Pension Plan was a former public servant in one of the six public service bargaining units represented by OPSEU under the Crown Employees Collective Bargaining Act, 1993 immediately prior to terminating his or her public service employment,
- (b) The Plan member was employed at a psychiatric hospital operated by the Ministry of Health or employed in the Property Assessment Division of the Ministry of Finance immediately prior to terminating his or her public service employment,
- (c) The operations of a psychiatric hospital or the Property Assessment Division are transferred from the Crown to a receiving employer,
- (d) The exit of the Plan member from the OPS occurred as the result of the transfer of operations.
- (e) The receiving employer employs the member in the provision of those transferred operations,
- (f) The receiving employer agrees, prior to signing a first collective agreement with OPSEU after the transfer, to become a Participating Employer in the Plan in respect of some or all of the class of members to which subparagraph (e) applies,

- (g) The former public servant does not become a member of a bargaining unit which is covered by another pension plan/retirement arrangement, and;
- (h) The former civil servant's position is not subsequently transferred to another employer that is not the Crown.

2.2 Employee Bidding

- 2.2.1 The employer shall pay OPSEU the amount of \$300,000 to be used by OPSEU with regard to employee bidding.
- 2.2.2 The parties agree that this payment meets all obligations now and in the future under Appendix 9 paragraph 5. Employees will continue to have the right to submit bids without any assistance, preferences or advantages from the Crown.

3.1 Union Member Time-off

- 3.1.1 For all transfers, union member time-off will be negotiated at the Ministry Employee Relations Committee (M.E.R.C) for the purpose of advising employees of their entitlements and to work with the employer to resolve workplace issues.
- 3.1.2 In the event an agreement cannot be reached at the M.E.R.C., the matter shall be referred to the dispute resolution process contained in Article 4.2 of this agreement.
- 3.1.3 Time off shall be with pay and no loss of credits.

3.2 Employees on LTIP and WSIB at the Time of the Transfer

- 3.2.1 The Parties agree that any employee directly affected by a transfer of work who have been in receipt of long term income protection or Workplace Safety & Insurance benefits for two (2) years or more at the time of the transfer will remain an employee of the Crown and be entitled to return to work and surplus provisions current at the time the employee is declared fit to return to work.
- 3.2.2 Any employee who is in receipt of long term income protection or Workplace Safety & Insurance benefits at the time of the transfer, and has been so for less than two (2) years, will also remain an employee of the Crown until the employee is declared fit to return to work. At that time the employee will be entitled Article 3.2.2.1, or 3.2.2.2, or 3.2.2.3 as appropriate.

3.2.2.1 If the transfer is a Schedule B transfer and an employee who has been in receipt of long term income protection or Workplace Safety & Insurance benefits for less than two (2) years is deemed fit to return to work, the employer will reach agreement with the receiving employer to offer the employee a position on the same basis as other Crown employees were offered positions, if a contract is still in place. Provisions of Article 6.0 apply, save and except that in default of election, employees will be excluded from the RFP.

3.2.2.2 If the transfer is a Schedule A or C transfer and an employee who has been in receipt of long term income protection or Workplace Safety & Insurance benefits for less than two (2) years is deemed fit to return to work, the employee will have the opportunity to elect not to be included in the RFP prior to the time of issue. Article 5.0 or 6C as appropriate will apply, save and except that in default of election, employees will be excluded from the RFP. The employee's entitlement to surplus benefits or a job offer (if a contract is still in place) under those articles will only arise when the employee is fit to return to work.

3.2.2.3 If the transfer is a Schedule D transfer and an employee who has been in receipt of long term income protection or Workplace Safety & Insurance benefits for less than two (2) years is deemed fit to return to work, the employee will be entitled the surplus provisions current at the time the employee is declared fit to return to work.

3.2.3 Nothing in this agreement shall be taken to interfere with the employee's LTIP and WSIB claim/entitlement. Employees who have applied for LTIP or WSIB benefits and have not received approval of his/her claim will be treated the same as employees covered by Articles 3.2.2.1 or 3.2.2.2 or 3.2.2.3 as appropriate.

3.3 Employees on Leave of Absence at the Time of the Transfer

- 3.3.1 Any employee affected by a transfer on a leave of absence at the time of the transfer, may either elect to remain an employee of the Crown until the termination of the leave of absence, or return to work at the time of the transfer.
- 3.3.2 If the transfer is a Schedule B transfer, upon termination of the leave of absence, the employer will reach agreement with the receiving employer to offer the employee a position on the same basis as other Crown employees were offered positions, if a contract is still in place. Employees whose leave of absence terminates shall be entitled to the provisions of Article 6.0.

3.3.3 If the transfer is in Schedule A or C, the employee will have the opportunity to elect not to be included in the RFP. Article 5.0 or 6C.0 as appropriate will apply. The employee's entitlement to surplus benefits or a job offer (if a contract is still in place) under those articles will only arise upon termination of the leave of absence.

3.3.4 If the transfer is in Schedule D, the employee will be entitled the surplus provisions current at that time upon termination of the leave of absence.

Clarity Note: It is understood that an employee on maternity leave who accepts an offer will complete her maternity leave as an employee of the Crown, under the terms of the collective agreement. The employee will commence employment with the receiving employer at the completion of the leave.

4.1 Monitoring Committee

The parties agree that the Ministry Employee Relations Committee will serve as a monitoring committee in Ministries affected by transfers of services. The purpose of monitoring is to provide for full and timely communications to all the parties in implementation.

4.2 Dispute Resolution Process

The parties agree that disputes that arise regarding the interpretation or application of this agreement that are unresolved at Stage 1 of the grievance process will proceed as follows.

- (a) The parties agree to waive Stage 2 of the grievance process.
- (b) The union agrees to assign one (1) member of the M.E.R.C. as a Dispute Resolution representative to deal with grievances under this agreement. The Employer shall also assign a management employee to deal with grievances under this agreement.
- (c) The grievor/union and the employer must set out all particulars related to the grievance in writing and provide to the identified Dispute Resolution representative within seven (7) calendar days of the filing of the grievance.
- (d) The representatives agree to meet with the affected parties within seven (7) calendar days of receipt of the written details of the grievance.
- (e) If the meeting fails to produce a resolution to the grievance, satisfactory to all involved parties, the complainant has seven (7)

calendar days to request mediation-arbitration and advise the other party.

(f) If the issue is referred to arbitration, the parties agree to prepare a Statement of Fact identifying the issue(s) in dispute within seven (7) calendar days.

(g) A sole mediator-arbitrator will be assigned the dispute from a list of three (3) mediator-arbitrators mutually agreed upon by the parties.

The parties will exchange names of mediator-arbitrators and agree on a list of at least (3) mediator-arbitrators no later than thirty (30) days after the date of this agreement. Selection will be based on a rotational basis dependent upon the availability of the mediator-arbitrator to hear the issue within twenty-one (21) days of notification and to respond within fourteen (14) days of the hearing.

(h) The arbitrator will be a "mediator/arbitrator" and must first engage the parties in mediation efforts before making a final and binding decision, if necessary. Any mediation must occur within the twenty-one (21) days following notification of the grievance to the "mediator-arbitrator".

(i) The Mediator-Arbitrator will not have the authority to add to, modify or delete any part of this Agreement.

(j) The fees and expenses of the mediator-arbitrator shall be divided equally among the participating parties to the dispute.

(k) Time limits may be extended by mutual agreement.

5.0 Schedule A - Transfers through Tendering (Service Transfers)

5.1 In respect to the transfer of bargaining unit functions or jobs as the result of Schedule A transfers, the employees that the Employer determines will be included in the Request for Proposal (RFP), will be notified not less than ten (10) working days prior to the release of the RFP that their jobs will be included in the RFP and provided the opportunity to elect in writing within five (5) working days of being notified, not to be included in the RFP. In default of the election, the employee is deemed to be included in the RFP.

5.2 Employees who elect not to be included in the RFP will be declared surplus. The date of the surplus notice will be determined by the employer. Upon receipt of the surplus notice, the affected employee will

exit the OPS immediately, these employees will receive only the benefits set out below:

- (i) pay in lieu of notice in accordance with Article 20.2 and
 - a) the greater of separation allowance in accordance with Article 20.3 or
 - b) enhanced severance in accordance with paragraph 4 of Appendix 9 and
- (ii) termination payments in accordance with Article 53 or 78.

Upon receipt of surplus notice, employees who elected not to be included in the RFP will not be entitled to any other benefits or rights under the collective agreement or this agreement, effective the date they exit the OPS. Notwithstanding the generality of the foregoing, upon receipt of surplus notice, these employees will have no other rights under Article 20, except for Article 20.15 and Article 20.19. Employees electing in advance to not be included in the RFP will also receive a sum equal to \$500.00 for the purpose of obtaining resume writing and career transition services.

- 5.3 For employees electing to be included in the RFP, the Employer shall include, in the RFP, the mandatory requirement that proponents must commit in their proposal to make job offers to all of the identified classified OPSEU employees. Such job offers shall be at a salary of at least 85% of the respective employee's weekly salary at the time of the issuance of the RFP and recognize the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff, job competition, severance and termination payments to the extent that they are provided in the proponent's workplace. Any payments made under article 53 or 78 of the Collective Agreement shall be set off against any calculation of severance pay under a collective agreement or term of employment with the receiving employer in respect of OPS service. Such payments under Articles 53 and 78 may be set off against severance payments under the Employment Standards Act in accordance with that Act.
- 5.4 The parties agree the Employer will not be required to undertake Human Resource Incentive Fund (HRIF) negotiations with, or to provide any additional incentive funds to the receiving Employer or to include any

HR Factor as a rated requirement in the evaluation of proposals for the purpose of improving the job offers made by the receiving Employer.

- 5.5 Employees included in the RFP and who do not accept a job offer under this provision will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 5.6 Employees who accept a job offer in accordance with Article 5.3 with a receiving employer will be deemed to have resigned effective the date they commence employment with the receiving employer, and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 5.7 The parties agree that the Employer's compliance with the provisions of Article 5 meets its obligations under Appendix 9 paragraphs 1, 4 and 5 for the transfers listed in Schedule A.

6.0 Schedule B Transfers - Negotiated Transfer

- 6.1.1 For all Schedule B transfers, excluding those covered by Article 6.3, the employer will propose in negotiations with the receiving employer that job offers shall be at a salary of at least 100% of the respective employee's weekly salary at the time of the transfer and recognize the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff and job competition, severance and termination payments to the extent that they are provided in the proponent's workplace or if none, the OPS. Any payments made under Article 53 or 78 of the Collective Agreement shall be set off against any calculation of severance pay under a collective agreement or term of employment with the receiving employer in respect of OPS service. Such payments under articles 53 and 78 may be set off against severance payments under the Employment Standards Act in accordance with that Act.
- 6.1.2 The Employer agrees that in any negotiations with the receiving employer it is to be understood that the employer will request that employees of the Crown who are transferred under Article 6.0 - Negotiated Transfers should not be required to serve a probationary period with the new employer.
- 6.2.1 In the event that a receiving employer does not fully agree to the request in article 6.1.1, including the matter of a probationary period, the employer may offer the receiving employer a financial incentive up to the amount that would have been payable as enhanced severance pay

(calculated as provided in paragraph 4 of Appendix 9) to each employee affected by the transfer that the employer determines will be declared surplus, in order to secure or improve a job offer to the employee equivalent to a job offer as described in Article 6.1.1 above or to ensure where job offers are received from the receiving Employer for less than the full complement of employees identified by the Employer, that the receiving Employer offer employees jobs on the basis of seniority. The parties agree in no case will the employer be required to pay a financial incentive in excess of the maximum of enhanced severance for the affected employees.

- 6.2.2 The parties further agree that the employer is not required to enter into any discussions or negotiations with bargaining agents in the receiving employer's workplace, nor is the employer required to offer any financial incentive either directly or indirectly through a receiving employer to a bargaining agent in the receiving employer's workplace.
- 6.3 The parties agree that where there is an existing collective agreement(s) in the receiving employer's workplace, under which employees accepting job offers are to be included, the salary, terms and conditions of employment (with the exception of any agreement that may be reached with the receiving employer concerning probationary periods) contained in the receiving employer's collective agreement(s) will apply to employees accepting job offers. Notwithstanding the foregoing, the Employer will negotiate wages and working conditions as per Article 6.1.1 for employees of a Psychiatric Hospital whose work is transferred to a public hospital pursuant to a recommendation of the Health Sector Restructuring Commission accepted by the Minister of Health.
- 6.4 Employees who accept a job offer in accordance with Article 6.1.1 with a receiving employer will be deemed to have resigned effective the date they commence employment with the new employer, and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 6.5 If an employee refuses a job offer which provides a salary of at least 85% of the respective employee's weekly salary at the time of the transfer and recognizes the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff, job competition, severance and termination payments to the extent that they are provided in the proponent's workplace, the employee shall be deemed to have resigned effective the date of the transfer of their job and no other provision of the collective agreement will apply except for Article 53 or 78 (Termination Pay).

- 6.6 Where the salary of the job offered by the receiving employer is less than eighty-five percent (85%) of the employee's current weekly salary, or if the employee's service or seniority are not carried over to the receiving employer, the employee may decline the offer. In such a case, the employee may exercise the rights prescribed by Article 20 (Employment Stability) and/or paragraphs 2 to 5 of Appendix 9. The employee must elect whether or not to accept employment with the receiving employer within three (3) days of receiving an offer. In default of election, the employee shall be deemed to have accepted the offer.
- 6.7 The parties agree that the Employer's compliance with the provisions of Article 6.0 meets its obligations under Appendix 9 paragraphs 1, 4 and 5, for the transfers listed in Schedule B.
- 6.8 In the event that the Employer fails to secure a waiver of a probationary period, any employee who accepts a job offer and is dismissed by a receiving employer during a probation period, will be reinstated and treated in the same manner as if they had not accepted an offer. No compensation will be payable for any reduction in wages and benefits received while in the employ of the receiving employer.

6C.0 Schedule C Transfers through Tendering (Service Restructuring)

- 6C.1 In respect to the transfer of bargaining unit functions or jobs as the result of Schedule C transfers, the employees that the Employer determines will be included in the Request for Proposal (RFP), will be notified not less than ten (10) working days prior to the release of the RFP that their jobs will be included in the RFP and provided the opportunity to elect in writing within five (5) working days of being notified, not to be included in the RFP. In default of the election, the employee is deemed to be included in the RFP.
- 6C.2 Employees Right to Opt Out of RFP
- Employees who elect not to be included in the RFP will be declared surplus. The date of the surplus notice will be determined by the employer. Upon receipt of the surplus notice, the affected employee will exit the OPS immediately, these employees will receive only the benefits set out below:
- (i) pay in lieu of notice in accordance with Article 20.2
- and

- a) the greater of separation allowance in accordance with Article 20.3
- or
- b) enhanced severance in accordance with paragraph 4 of Appendix 9
- and

(ii) termination payments in accordance with Article 53 or 78.

Upon receipt of surplus notice, employees who elected not to be included in the RFP will not be entitled to any other benefits or rights under the collective agreement or this agreement, effective the date they exit the OPS. Notwithstanding the generality of the foregoing, upon receipt of surplus notice, these employees will have no other rights under Article 20, except for Article 20.15 and Article 20.19. Employees electing in advance to not be included in the RFP will also receive a sum equal to \$500.00 for the purpose of obtaining resume writing and career transition services.

- 6C.3.1 For employees electing to be included in the RFP, the Employer shall include, in the RFP, the mandatory requirement that proponents must commit in their proposal to make job offers to the identified classified OPSEU employees for 100% of the positions, in the receiving employer's workplace, which are created as a result of the RFP.
- 6C.3.2 If less employees elect to be included in the RFP than the full complement of positions created, the proponent must make job offers to all employees electing to be included in the RFP.
- 6C.3.3 If more employees elect to be included in the RFP, in accordance with Article 6C.1, than the full complement of positions created by the RFP, the proponent must make job offers on the basis of seniority. Employees may decline job offers in descending order of seniority until the number of persons who have declined job offers is equal to the difference between the number of employees in the RFP and the number of positions created by the RFP. These employees will be entitled to all rights and entitlements in Article 6C.2.
- 6C.3.3.1 Other employees who decline job offers to the extent that the full complement of positions created cannot be filled, will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).

- 6C.3.4 Such job offers shall be at a salary of at least 85% of the respective employee's weekly salary at the time of the issuance of the RFP and shall recognize the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff, job competition, severance and termination payments to the extent that they are provided in the proponent's workplace.
- 6C.3.5 Any payments made under article 53 or 78 of the Collective Agreement shall be set off against any calculation of severance pay under a collective agreement or term of employment with the receiving employer in respect of OPS service. Such payments under articles 53 and 78 may be set off against severance payments under the Employment Standards Act in accordance with that Act.
- 6C.4 The parties agree the Employer will not be required to undertake HRIF negotiations with, or to provide any additional incentive funds to the receiving Employer or to include any HR Factor as a rated requirement in the evaluation of proposals for the purpose of improving the job offers made by the receiving Employer.
- 6C.5 Employees included in the RFP and who do not accept a job offer under this provision, with the exception of employees covered by Article 6C.3.3, will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 6C.6 Employees who accept a job offer in accordance with Article 6C.3.4 with a receiving employer will be deemed to have resigned effective the date they commence employment with the new employer, and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 6C.7 The parties agree that the Employer's compliance with the provisions of Article 6C.0 meets its obligations under Appendix 9 paragraphs 1, 4 and 5 for the Schedule C transfers.
- 7.0 **Schedule D Transfers (Transfers not Included in Schedule A , B and C)**
- 7.1 In respect to all other dispositions or transfers of bargaining unit jobs or functions involving transfers not included in Schedule A, B and C, occurring during the term of this Agreement, affected employees will be surplus as a result of the transfer or disposition subject to the terms of the collective agreement. The date of the issuance of the surplus notice will be determined by the Employer.

7.2 The parties agree that the employer's compliance with the provisions of Article 7.0 meets all obligations under Appendix 9 paragraphs 1,4 and 5 for the transfers not listed in Schedule A, B, or C.

8.0 Agreement and RFP Review

8.1 All disputes arising out of Article 5.0, 6.0 or 6C.0 must be determined pursuant to Article 8.0. Any other grievances under this agreement will go through the dispute resolution process in Article 4.2

8.2 When the Employer releases a tender under Schedule A or C, the Employer agrees that OPSEU will be provided with a copy of the RFP that the Ministry has released. If OPSEU believes that the tender is not in compliance with either Article 5.0 or Article 6C.0 as appropriate, OPSEU may refer the matter to mediation/arbitration and the matter must be resolved 15 days prior to the closing of the tender.

8.3 When the employer signs a transfer agreement with a hospital, municipality or other employer in respect to transfers under Schedule B, the employer agrees that OPSEU will be provided with a copy of the transfer agreement that the employer has signed with the municipality, hospital or other receiving employer. If OPSEU believes that the transfer agreement is not in compliance with Article 6.0, OPSEU may refer the matter to mediation/arbitration within a seven (7) calendar day time period and the matter must be resolved within that time period.

8.4 Arbitration - Placement of a transfer on a schedule -

8.4.1 The Parties agree that the determination of the method and/or manner, and the quantity and timing of the transfer of any service to a service provider other than the Crown is at the discretion of the Employer and shall be deemed to be in accordance with Article 2.1 of the collective agreement.

8.4.2 The Parties agree that before the Employer places a transfer on Schedule D (Other Transfers), it will notify the Union of its intentions. If OPSEU disputes the placement of the transfer on Schedule D, then the following procedure will apply:

(i) OPSEU will have seven calendar (7) days after being notified to grieve and fully resolve the placement of the transfer on Schedule D (Other Transfers);

(ii) The sole criterion for placing a transfer of a function or work, from a specific program area, in Schedule D is whether, in the judgement of the Ministry based on operational needs, a single receiving employer

would create less than eleven (11) full-time bargaining unit related jobs. The jobs must be created in the single receiving employer's workplace, as a result of the transfer of the function or work, in the thirty (30) calendar day time period immediately following the transfer of the work. All of a receiving employer's worksites within a single municipality shall be considered one workplace in Article 8.4.2 ii.

(iii) Where it is determined that the transfer should not have been placed on Schedule D, the employer can only be required to remove the transfer from Schedule D. The determination of which of the schedules (A, B, or C) the transfer will be moved to, will be made in accordance with paragraph 8.4.1.

9.0 Remedy

The parties agree that in the event of an alleged violation of this agreement that the issue(s) in dispute shall be resolved through binding arbitration as defined elsewhere in this agreement. The parties agree that Arbitrator(s) deciding grievances related to paragraphs 1, 4 and 5 of Appendix 9 filed prior to this agreement should consider in addition to any other considerations, the interpretations of the employer's obligations under paragraphs 1,4 and 5 Appendix 9 provided by this agreement.

10.0 Term

The terms of this memorandum of agreement and the reasonable efforts obligations in Appendix 9 will continue until such time as the terms of the next collective agreement cease to apply.

11.0 Psychiatric Hospitals

11.1 In order to ensure there are votes in appropriate circumstances and that OPSEU is on the ballot, the Employer will recommend to Cabinet that a regulation be passed by January 22, 1999 which will apply the PSLRTA 1997 pursuant to S.10 of that Act, when all or a substantial part of the work of the psychiatric hospital is transferred from the Crown to a public hospital where the employees doing that work would fall within the scope of a pre-existing bargaining unit at the receiving hospital. The regulation will specify the transfer date as the changeover date and the public hospital and the Crown as predecessor employers

11.2 If the aforementioned regulation is not passed by January 22, 1999, or an agreed extension, then this agreement is voidable at the union's option.

Dated and signed at TORONTO, Ontario, this 20th day of January 1999.

FOR THE EMPLOYER
(The Crown in Right of Ontario)

FOR THE UNION
(OPSEU)

The parties agree to the following placement of transfers of Schedules A, B, C, and D. Future placements shall be determined in accordance with Articles 8.4.1 and 8.4.2

Schedule A - Transfers through Tendering (Service Transfers)

Subject to Article 5.0

Including but not limited to:

(Employees may opt out of Tender in advance)

MCSS - Young Offender Facilities (Remaining Five)

MTO - Area Maintenance Contracts

MET - E.C. Drury Cleaning

~~MBS - ORC Land Management (Gone)~~

~~MNDM - Geoscience Res Laboratory (Gone)~~

Schedule B - Negotiated Transfers

Subject to Article 6.0

Including but not limited to:

(Current salaries and jobs proposed)

MCSS - Selected Social Assistance and Child Care Transfer Sites

MOH - Provincial Psychiatric Hospitals

MOF - Property Assessment

MAG - Selected Provincial Offences Act Transfer Sites

MMAH - Social Housing

MOH - Land Ambulance

Schedule C - Transfers through Tendering (Service Restructuring)

Subject to Article 6C.0

Including but not limited to:

(Employees may opt out of Tender in advance)

Hypothetical example for discussion purposes only:

All Ministries Affected - Service call centres

Schedule D Other Transfers not listed in Schedules A, B or C

Subject to Article 7.0

Including but not limited to:

(Employees receive pay in lieu and enhanced severance)

MSGCS - Ontario Government Protective Services

All Ministries Affected - Service Ontario

MCSS - Selected Social Assistance and Child Care Transfer Sites

MCSS - Developmental Services

MTO - Managed Outsourcing

MTO - Ontario Transportation Capital Corporation (407)

Schedule D cont'd:

MTO - Quality and Standards

~~MTO - Highway Transfers (Gone)~~

MOL - Radiation Protection Laboratory

MTO - Dissolved Local Roads Boards

MAG - Public Guardian & Trustee

MAG - Selected Provincial Offences Act Transfer Sites

MTO - Equipment Repair and Garage Closures

December 14, 1998

APPENDIX A

1. Public Hospitals which have received the transfer of all or a substantial part of a psychiatric hospital from the Crown.
2. Municipalities to which the Crown has transferred employees under this Agreement.