

COLLECTIVE AGREEMENTS

with respect to

CENTRAL WORKING CONDITIONS AND EMPLOYEE BENEFITS

and

BARGAINING UNITS' WORKING CONDITIONS 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")

[NOTE: Page numbers have been changed in this version from the booklet version]

DEDICATION

Leo McInnis Toni Mantha Peter Curtis

In the course of negotiations for these Collective Agreements, three members of the Ontario Public Service Employees Union bargaining teams passed away:

Leo McInnis had a wealth of community experience and involvement. He approached his tasks on the Administrative bargaining team the way he approached everything in his full and rich life; with boundless energy.

Toni Mantha's commitment and hard work made her name synonymous with the Union in Sudbury. Her knowledge and perseverance was an inspiration to her Office Administration bargaining team.

Peter Curtis was a life-long activist who brought years of dedication to the struggle for workers' rights. Through the Social Contract and into this round of bargaining, Peter's experience proved a well-spring of support to his sisters and brothers on the Administrative bargaining team.

All OPSEU members owe an enormous debt of thanks to Leo, Toni and Peter. These Collective Agreements, achieved after such a difficult struggle, are dedicated to their memory. In Solidarity.

LIST OF CONTENTS

PART	TITLE	PAGES
	PREAMBLE	iii
	CENTRAL WORKING CONDITIONS AND EMPLOYEE BENEFITS COLLECTIVE AGREEMENT	
A	Working Conditions	7
B	Employee Benefits For Full-time Civil Servants	64
C	Regular Part-time Civil Servants	87
D	Salary and Term	113
E	Appendices	114
	ADMINISTRATIVE BARGAINING UNIT COLLECTIVE AGREEMENT	ADM
A	Working Conditions	136
B	Regular Part-time Civil Servants	143
C	Salary and Term	144
D	Appendices	146
	General Notes and Allowances	152
	Salary Schedule	154
	CORRECTIONAL BARGAINING UNIT COLLECTIVE AGREEMENT	COR
A	Working Conditions	178
B	Regular Part-time Civil Servants	185
C	Salary and Term	186
D	Appendices	188
	Salary Schedule	193
	INSTITUTIONAL AND HEALTH CARE BARGAINING UNIT COLLECTIVE AGREEMENT	IHC
A	Working Conditions	199
B	Regular Part-time Civil Servants	206
C	Salary and Term	207
D	Appendices	209
	General Notes and Allowances	216
	Salary Schedule	219

**OFFICE ADMINISTRATION BARGAINING
UNIT COLLECTIVE AGREEMENT**

OAD

A	Working Conditions	235
B	Regular Part-time Civil Servants	242
C	Salary and Term	243
D	Appendices	245
	Salary Schedule	251

**OPERATIONAL AND MAINTENANCE
BARGAINING UNIT COLLECTIVE AGREEMENT**

OPM

A	Working Conditions	262
B	Regular Part-time Civil Servants	269
C	Salary and Term	270
D	Appendices	272
	General Notes and Allowances	277
	Salary Schedule	279

**TECHNICAL BARGAINING UNIT
COLLECTIVE AGREEMENT**

TEC

A	Working Conditions	290
B	Regular Part-time Civil Servants	297
C	Salary and Term	298
D	Appendices	300
	General Notes and Allowances	306
	Salary Schedule	308

ALPHABETICAL INDEX	335
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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 30th day of August, 1996

between

THE CROWN IN RIGHT OF ONTARIO

Represented by Management Board of Cabinet

(Hereinafter referred to as the "Employer")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as the "Union")

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

TABLE OF CONTENTS

ARTICLE	PAGE
PART A - WORKING CONDITIONS	
1	Recognition 7
2	Management Rights 7
3	No Discrimination / Employment Equity 7
4	Check-off of Union Dues 8
5	Information to New Employees 8
6	Posting and Filling of Vacancies or New Positions 8
7	Pay Administration 10
	Custodial Responsibility Allowance 12
8	Temporary Assignments 12
9	Health and Safety and Video Display Terminals 13
	Video Display Terminals (VDT) 13
10	Work Arrangements 14
	Compressed Work Week Arrangements 14
	Job Sharing 18
11	Headquarters 19
12	Isolation Pay 20
13	Kilometric Rates 22
14	Time Credits While Travelling 22
15	Non-Pyramiding of Premium Payments 23
16	Local and Ministry Negotiations 23
17	Joint Consultation Committee 24
18	Seniority (Length of Continuous Service) 24
19	Multiple Lay-offs 26
	Joint Employment Stability Subcommittee (JESS) 26
20	Employment Stability 27
	Preamble 27
	Notice and Pay in Lieu 27
	Separation Allowance 28
	Displacement 28
	Redeployment 31
	Recall 31
	Voluntary Exit Option 33
	Temporary Vacancies 33

	Attrition	34
	Voluntary Leaves	34
	Career Transition Support	35
	Training for a New Job	35
	Probationary Employees	36
	Technological Change	37
	Continuance of Insured Benefits	37
	Job Registry System	37
	Monitoring and Reporting	38
	General	38
	Payment of Monies	38
	Termination of Memoranda	38
21	Discipline and Dismissal	39
22	Grievance Procedure	39
	Stage One	39
	Stage Two	40
	Lay-Off	40
	Dismissal	41
	Insured Benefits Grievance	41
	Sexual Harassment	41
	Group Grievance	42
	Classification	42
	Union Grievance	43
	General	43
	Disciplinary Record	44
	Expedited Arbitration Procedure	44
	Mediation/Arbitration Process	45
	Joint Review Process	45
23	Leave - Union Activities	46
24	Leave Without Pay	48
25	Leave - Special	49
	Self Funded Leave	49
26	Leave - Foreign, Intergovernmental	49
27	Leave - Jury Duty	49
28	Leave - Military Service	50
29	Leave - Pension Trustees	50
30	Unclassified Employees	50
31	Unclassified Employees Other than Seasonal, Student and GO Temp Employees	50
	Wages	50
	Overtime	51
	Reporting Pay	51
	Holidays	51
	Vacation Pay	51

	Benefits - Percent in Lieu	52
	Attendance Credits and Sick Leave	52
	Pregnancy and Parental Leave	52
	Bereavement Leave	52
	Health and Safety	53
	Termination of Employment	53
	Appointment to the Classified Service	53
	Union Dues	53
	Conversion of Unclassified Positions to Classified Positions	54
	Other Applicable Articles	54
32	Seasonal Employees	55
	Definition	55
	Probationary Period	55
	Seniority	55
	Employment Stability	56
	Wages	57
	Overtime	57
	Seasonal Employee Benefits - General	57
	Basic Life	58
	Supplementary Health and Hospital (Including Vision Care and Hearing Aid) . .	59
	Dental Plan	59
	Compressed Work Week	60
	Vacation Pay	60
	Holidays	60
	Bereavement Leave	60
	Attendance Credits and Sick Leave	60
	Health and Safety	61
	Termination of Employment	61
	Pregnancy and Parental Leave	61
	Union Dues	62
	Other Applicable Articles	62
33	Student Employees	62
	Wage Rates	63
34	GO Temp Employees	63
	Wage Rates	63

PART B - EMPLOYEE BENEFITS FOR FULL-TIME CIVIL SERVANTS

35	Application of Part B, Employee Benefits	64
36	Insured Benefits Plans - General	64
	Commencement of Coverage	64
	Coverage during Leave of Absence Without Pay	64
	Days of Grace	64

37	Basic Life Insurance	64
38	Supplementary and Dependent Life Insurance	66
39	Supplementary Health and Hospital Insurance	67
40	Dental Plan	70
	Benefits	70
	Eligibility	71
	Cancellation	71
41	Workers' Compensation	71
42	Long Term Income Protection	72
43	Joint Insurance Benefits Review Committee	74
44	Short Term Sickness Plan	74
	Use of Accumulated Credits	75
	Attendance Review Meetings	75
45	Leave Credits Reports	76
46	Vacations and Vacation Credits	76
47	Holidays	78
48	Bereavement Leave	78
49	Special and Compassionate Leave	79
50	Pregnancy Leave	79
51	Parental Leave	81
52	Entitlement on Death	82
53	Termination Payments	83

PART C - REGULAR PART-TIME CIVIL SERVANTS

54	Application of Part C, Regular Part-time Civil Servants	87
55	Other Applicable Articles, Regular Part-time Civil Servants	87
56	Posting and Filling of Regular Part-time Positions	88
57	Pay and Benefits Administration	89
58	Hours of Work	89
59	Non-working Day	90
60	Health and Safety and Video Display Terminals	90
	Video Display Terminals (VDT)	90
61	Isolation Pay	91
62	Employment Stability	92
63	Benefits General	92
64	Insured Benefits Plans - General	92
	Commencement of Coverage	92
	Coverage during Leave of Absence Without Pay	92
	Days of Grace	93
65	Basic Life Insurance	93
66	Supplementary and Dependent Life Insurance	94

67	Supplementary Health and Hospital Insurance	96
68	Dental Plan	98
	Benefits	98
	Premiums	99
	Eligibility	99
	Participation	100
	Cancellation	100
69	Workers' Compensation	100
70	Long Term Income Protection	101
71	Short Term Sickness Plan	103
	Use of Accumulated Credits	103
72	Vacations and Vacation Credits	104
73	Holiday Payment	106
74	Bereavement Leave	107
75	Special and Compassionate Leave	107
76	Pregnancy Leave	108
77	Parental Leave	109
78	Termination Payments	111

PART D - SALARY AND TERM

79	Salary	113
	Classification System Overhaul	113
	Implementation	113
80	Term of Agreement	113

PART E - APPENDICES

Appendix 1 -	Tape on Union Dues - Classified Employees	115
Appendix 2 -	Tape on Union Dues - Unclassified Employees	116
Appendix 3 -	Use of Privately Owned Automobiles	116
Appendix 4 -	Joint Insurance Benefits Review Committee	117
Appendix 5 -	Release of Information - Insured Benefits Appeal	119
Appendix 6 -	Same Sex Spouses	120
Appendix 7 -	Classification System Overhaul	121
Appendix 8 -	Classification System Overhaul Letter of Agreement	123
Appendix 9 -	Employment Stability	123
Appendix 10 -	Article 20.7 - Voluntary Exit Option	127
Appendix 11 -	OPSEU Pension Plan	127
Appendix 12 -	Articles 33 and 34	128
Appendix 13 -	Relocation of an Operation beyond a 40 Kilometre Radius	129

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 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 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 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 Agreement available within the ministries to ensure that all employees have access to the Collective Agreement.

ARTICLE 6 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

- 6.1 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 when advertised within a ministry, or it shall be advertised for at least fifteen (15) working days prior to the established closing date when advertised service-wide. All applications will be acknowledged. Where practicable, notice of vacancies shall be posted on bulletin boards.

- 6.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, the hours of work schedule as set out in Articles ADM2, COR2, IHC2, OAD2, OPM2, and TEC2 (Hours of Work), and the area in which the position exists.
- 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 is 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, 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:
- where such a change results in an increase of less than three percent (3%), he or she shall receive the next higher salary rate again, which amount will be considered as a one-step increase;
 - a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range 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:
 - greater than a one-step increase, a new anniversary date based on the date of promotion is established;
 - of one step or less, the existing anniversary date is retained.
- 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, 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 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, he or she shall retain his or her rights and obligations under this Collective Agreement.
- 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:
 - (i) the term of a temporary assignment is greater than six (6) months' duration, and
 - (ii) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 8.6.2 Except as provided in Article 8.6.1, in no case shall any provision of this Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments.

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 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 Working Conditions and Employee Benefits 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 Working Conditions and Employee Benefits 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 Working Conditions and Employee Benefits 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 Working Conditions and Employee Benefits 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 1/2 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 Working Conditions and Employee Benefits Agreement by deducting one-quarter (1/4) of an accumulated credit for each (7 1/4 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 $10/8 \times 1$ credit = 1.25 credits. For an employee on Schedule 4, off on a twelve (12) hour day, deduct $12/8 \times 1$ credit = 1.5 credits.)

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

Article 6 - Workers' Compensation

- 6.1 *For the purposes of Article 41.2 (Workers' Compensation) of the Central Working Conditions and Employee Benefits Agreement "sixty-five (65) working days" shall be deemed to be (47 1/4 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:*

- (i) 7 1/4 or 8 hours per day, as applicable, or*
- (ii) 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:*

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

- 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) , 19 to the (day) of (month) , 19 .*

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

DATED THIS DAY OF , 19

*For The Ontario Public
Service Employees Union*

For the Ministry of

JOB SHARING

- 10.2 Job sharing can occur where there is agreement between the employees who wish to job share, the Union, and the Employer.
- 10.3 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.
- 10.4 Employees in a job sharing arrangement must share the same classification and level.
- 10.5 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.
- 10.6 Employees in a job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in Parts A & B of this Central Agreement and Part A of the Bargaining Unit Agreements. However, where applicable, they shall be pro-rated in accordance with the employee's hours of work.
- Part C of this Central Agreement and Part B of the Bargaining Unit 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.
- 10.7 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.
- 10.8 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 Agreement.
- 10.9 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.

10.10 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.

10.11 The Employer undertakes to notify the President of the Union of all job sharing arrangements.

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 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 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:

Kilometres Driven	Southern Ontario	Northern Ontario
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 Agreement or any Bargaining Unit 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 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 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 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 Agreement and Part B of the Bargaining Unit Agreements becomes a full-time civil servant covered by Parts A (Working Conditions) and B (Employee Benefits)

of the Central Agreement and Part A of the Bargaining Unit 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 =

$$\frac{(20 \times 6 \text{ years})}{40} + \frac{(16 \times 2.5 \text{ years})}{40}$$

$$= 3 \text{ years} + 1 \text{ year} = 4 \text{ years}$$

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.

20.2 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 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 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:

- (a) 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:
 - (i) such employee's headquarters is located within a forty (40) kilometre radius of the headquarters of the surplus employee; and
 - (ii) the surplus employee is qualified to perform the work of the identified employee.
- (b) If the surplus employee is not qualified to perform the work of the least senior employee identified under paragraph (a) 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.

- (c) Failing displacement under paragraphs (a) or (b) 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.
- (d) Failing displacement under paragraphs (a), (b) or (c) 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.
- (e) Failing displacement under paragraphs (a), (b), (c) or (d) above, if the employee requests, the Employer will repeat the steps specified in paragraphs (a), (b), (c) and (d) with respect to positions beyond a forty (40) kilometre radius of his or her headquarters. No relocation expenses will be paid.
- (f) Failing displacement under paragraphs (a), (b), (c), (d) or (e) above, the Employer will identify, in reverse order of seniority, a less senior employee who is:
 - (i) in another ministry; and
 - (ii) whose headquarters is within a forty (40) kilometre radius of the displacing employee's headquarters; and
 - (iii) 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
 - (iv) 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.

- (g) 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.

- (h) 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 to paragraph (a), (b), (c), (d), (e), or (f) 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 paragraph (g) above.
- (i) 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 paragraph (h) 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 Article 20.4.1(c), (d), (e) or (f) 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).

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, the same ministry, and within a forty (40) kilometre radius of his or her headquarters.

- 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. Furthermore, where an employee is assigned to a position pursuant to Article 20.7 and such employee refuses the assignment, he or she forfeits any other rights under Article 20 and Appendix 9 (Employment Stability).

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:
- (i) the vacancy is in the same ministry; and
 - (ii) the headquarters of the vacancy is within a forty (40) kilometre radius of the employee's headquarters; and
 - (iii) 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 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.
- 20.20 TERMINATION OF MEMORANDA OF AGREEMENT
- 20.20.1 The following Memoranda of Agreement are terminated effective January 1, 1996:
- ! Memorandum of Agreement Re: Direct Assignment of Surplus Employees - Pilot Program (signed in January 1993)
 - ! Memorandum of Agreement Re: Regular Part-Time Employees (signed in December, 1992)
 - ! Memorandum of Agreement Re:
(1) Early Retirement Enhancement Program (EREP) and
(2) Employees Working Beyond the Surplus Period
 - ! Memorandum of Agreement Re: Expanded Job Trading (signed on June 15, 1994).

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.
- 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 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, it may be processed within an additional ten (10) days in the following manner:

STAGE ONE

- 22.3.1 The employee may file a grievance in writing with his or her supervisor. The supervisor shall give the grievor his or her decision in writing within seven (7) days of the submission of the grievance.

STAGE TWO

- 22.3.2 If the grievance is not resolved under Stage One, the employee may submit the grievance to the Deputy Minister or his or her designee within seven (7) days of the date that he or she received the decision under Stage One. In the event that no decision in writing is received in accordance with the specified time limits in Stage One, the grievor may submit the grievance to the Deputy Minister or his or her designee within seven (7) days of the date that the supervisor was required to give his or her decision in writing in accordance with Stage One.
- 22.3.3 The Deputy Minister 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.
- 22.4 If the grievor is not satisfied with the decision of the Deputy Minister or his or her designee or if he or she does not receive the decision within the specified time the grievor may apply 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 an employee representative at each stage 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.

22.6.4 The Union shall advise the Directors of Human Resources of the affected ministries with copies to the Director, 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 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 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 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.
- 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 or written grievance which is expressed in Article 22 to be presented to the supervisor may be presented directly to the Deputy Minister, or the Deputy Minister's designee, or any person appointed by the Deputy Minister specifically to deal with complaints or grievances under this provision. It is agreed that the designee assigned will not be a person who is the subject of the complaint giving rise to the grievance.
- 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 an employee representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation established by the Employer under any staff relations policy.
- 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 Employer 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 22.18.2.

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, 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, 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 expedited 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 EXPEDITED ARBITRATION PROCEDURE

22.16.1 Notwithstanding the provisions of Article 22 and the Crown Employees Collective Bargaining Act, 1993 (CECBA), regarding the arbitration procedure, the parties agree to the following process for expediting the hearing and decisions of certain grievances referred to arbitration. It is also agreed that the full arbitration procedure and rights outlined in CECBA will apply, subject to the following.

- 22.16.2 Any grievance, including outstanding grievances where a hearing has not commenced, may be referred to an expedited hearing, upon thirty (30) days notice to the other party.
- 22.16.3 On the request of either party as defined in Article 22.16.2, the GSB shall appoint a settlement officer to endeavour to effect a settlement before the arbitrator or board of arbitration appointed under Article 22.16 begins to hear the matter in dispute. However, no such appointment of a settlement officer shall be made if the other party objects.
- 22.16.4 The arbitrator or board of arbitration, as the case may be, shall commence the hearing in accordance with the pre-arranged schedule the parties (as represented by the Union and Management Board) develop to support the implementation of Article 22.16.
- 22.16.5 The parties (as represented by the Union and Management Board) shall advise the GSB of the names of arbitrators acceptable to both parties for purposes of conducting expedited hearings under Article 22.16. Such list shall come from the roster of Order-in-Council appointees in use at the GSB.
- 22.17 **MEDIATION/ARBITRATION PROCESS**
- 22.17.1 Notwithstanding the grievance procedure in this Collective Agreement, the parties to the Collective Agreements may, at any time, agree to refer one or more grievances under the Collective Agreements to a single mediator-arbitrator for the purpose of resolving the grievances in an expeditious and informal manner.
- 22.17.2 The parties shall not refer a grievance to a mediator-arbitrator unless they have agreed upon the nature of any issues in dispute.
- 22.17.3 A mediator-arbitrator appointed under Article 22.17 shall begin proceedings within forty-five (45) days of referral to mediation-arbitration, unless a later date is agreed to by the parties.
- 22.17.4 The mediator-arbitrator may adopt such procedures as are necessary to allow an expeditious resolution of the issue(s) in dispute. Decisions by a mediator-arbitrator may be made in such a manner as the mediator-arbitrator chooses, however a written decision shall be made at the request of either party.
- 22.17.5 In every such case the arbitrator shall issue a brief written decision no later than twenty (20) days from the date of the hearing.
- 22.18 **JOINT REVIEW PROCESS**
- 22.18.1 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 22.18 will rest with the party asserting the need for the information. Any such hearing on issues referred to a mediator-arbitrator under Article 22.18, shall be limited to hearings of no more than one (1) day.

22.18.2 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:

- ! review of such cases as the parties choose prior to submission to arbitration
- ! 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
- ! review arbitration awards as deemed necessary to determine application
- ! any other mutually acceptable reason.

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, 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 Unemployment 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, 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 three (3) 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 three (3) 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, Negotiations Secretariat. The Union shall provide updated lists as changes are made, and shall provide a master list to the Director, 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 1/2) times the basic hourly rate shall be paid for authorized hours of work performed:

- (a) in excess of seven and one-quarter (7 1/4) or eight (8) hours per day, as applicable, where employees work a regular thirty-six and one-quarter (36 1/4) 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 1/4) 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 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 1/4) or forty (40) hours per week shall earn attendance credits of one and one-quarter (1 1/4) days for each calendar month of full attendance or for each calendar month of leave of absence granted under 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 Deputy Minister of the ministry, 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 Deputy Minister or his or her designee 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 Effective upon the date of ratification, 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 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 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 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 1/4) 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:

- (i) he or she voluntarily terminates his or her employment,
- (ii) he or she is dismissed (unless such dismissal is reversed through the grievance procedure),
- (iii) he or she is absent without leave in excess of ten (10) consecutive working days,
- (iv) he or she is unavailable for or declines an offer for re-employment as provided in Article 32.5 (Employment Stability), or
- (v) 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(iv) and (v), 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:

- (i) 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
- (ii) 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,

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(iv) and (v), 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 Workers' Compensation Act.

32.4.3 During the period the employee is on a leave described in Articles 32.4.2.2 (i) and (ii) 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 1/2) 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 1/2) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36 1/4) 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
- (a) A seasonal employee shall earn attendance credits of one and one-quarter (1 1/4) days for each calendar month of full attendance or for each calendar month of leave of absence granted under 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.
 - (b) Effective June 15, 1990, an employee shall accumulate unused attendance credits earned from period to period of seasonal employment within the same ministry.
 - (c) Attendance credits earned and accumulated by an employee pursuant to Article 32.16.1(a) may be used only during the employee's periods of seasonal employment within a ministry.
 - (d) An employee shall lose his or her accumulated attendance credits where:
 - (i) the employee loses his or her seniority for any reason set out in Article 32.4.2 (Seniority);
 - (ii) the employee's employment is terminated pursuant to Article 32.18 (Termination of Employment); or
 - (iii) 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 Deputy Minister of the ministry, certifying that the employee is unable to attend to his or her duties.

32.16.3 Notwithstanding Article 32.16.2, the Deputy Minister or his or her designee 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 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 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 Students shall receive the rates of pay as specified in the schedules for each Bargaining Unit Collective Agreement.
- 33.5.2 Where rates are not specified, students assigned to a position will be paid at the equivalent rate for the position based upon the 1995 rate of pay for that student position.

33.5.3 Where there is no equivalent 1995 rate for a position, the rate for the position shall be set by the ministry involved and the Union shall negotiate the rate for the position during the subsequent salary negotiations following these Collective Agreements.

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 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 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 (a) 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.
- (b) The employee's Supplementary Life Insurance provides:
- (i) 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;

- (ii) 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(b)(i) above.

38.4 (a) 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.

(b) 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.

(c) 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.

- (d) 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 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:

- (a) 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;
- (b) Charges made by a licenced hospital for out-patient treatment not paid for under a provincial plan;
- (c) 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;
- (d) 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.;

- (e) 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;
- (f) 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;
- (g) 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);
- (h) Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- (i) Oxygen and its administration;
- (j) Blood transfusions outside hospital;
- (k) 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;
- (l) Hearing aids and eye glasses, if required as a result of accidental injury;
- (m) 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;
- (n) 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 (a) 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).
- (b) (i) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.

- (ii) 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.
 - (c) 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.
 - (d) 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 - WORKERS' COMPENSATION

- 41.1 Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the Workers' Compensation 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 Workers' Compensation 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 Workers' Compensation 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 Workers' Compensation 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 Workers' Compensation 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, 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.

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 Workers' Compensation 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 Workers' Compensation Board award.
- 42.4 A record of employment, if required in order to claim Unemployment 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 (a) 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.
- (b) An employee who is assigned, under this 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:

- (i) with regular salary for the first six (6) working days of absence,
- (ii) with seventy-five percent (75%) of regular salary for an additional 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(ii) may, at his or her option, have one-quarter (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 Deputy Minister of the ministry, 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 Deputy Minister or his or her designee 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 1/4) days per month during the first eight (8) years of continuous service;
 - (b) One and two-thirds (1 2/3) days per month after eight (8) years of continuous service;
 - (c) Two and one-twelfth (2 1/12) days per month after fifteen (15) years of continuous service;
 - (d) Two and one-half (2 1/2) days per month after twenty-six (26) years of continuous service.
- 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 unemployment insurance pursuant to the Unemployment 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 UI 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 unemployment insurance benefits pursuant to the Unemployment 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 UI 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 unemployment 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 Unemployment 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 (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 (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,
 - (i) section 17 of the Public Service Act (P.S.A.), or
 - (ii) 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 (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,
 - (i) death,
 - (ii) retirement pursuant to,
 - 1. section 17 of the 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
 - (iii) 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,

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

(ii) 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,

(i) death,

(ii) retirement pursuant to,

1. section 17 of the 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

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

(iv) 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,

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

(ii) 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 (1/2) of the annual salary of the employee at the date when he or she ceases to be an employee.

- (2) The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when he or she ceases to be an employee.
 - (3) Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and,
 - (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
 - (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.
- 53.6 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, 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.:
- (1) Political Activity (P.S.A., S. 28.4(4) and S. 28.6)
 - (2) Lay-off (Article 20, Employment Stability)
 - (3) 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.

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 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 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 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 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 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 when advertised within a ministry, or it shall be advertised for at least fifteen (15) calendar days prior to the established closing date when advertised service-wide. All applications will be acknowledged. Where practicable, notice of vacancies shall be posted on bulletin boards.
- 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), and the area in which the position exists.
- 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 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.

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 (36 1/4) 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 (36 1/4) 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 (7 1/4) 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 O.H.I.P. 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 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 paragraph (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 (a) The benefits described in Articles 64 to 78 apply only to regular part-time civil servants in the public service bargaining unit represented by the Ontario Public Service Employees Union.
- (b) 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 (a) 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.
- (b) The employee's Supplementary Life Insurance provides:
- (i) 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;
 - (ii) 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(b)(i) above.
- 66.4 (a) 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.
- (b) 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.

- (c) 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.
 - (d) 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 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:

- (a) 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;
- (b) Charges made by a licenced hospital for out-patient treatment not paid for under a provincial plan;
- (c) 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;
- (d) 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.;
- (e) 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;
- (f) 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;
- (g) 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);

- (h) Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- (i) Oxygen and its administration;
- (j) Blood transfusions outside hospital;
- (k) 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;
- (l) Hearing aids and eye glasses, if required as a result of accidental injury;
- (m) 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;
- (n) 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 (a) 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).
- (b) 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.
- (c) 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.
- (d) 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 - WORKERS' COMPENSATION

- 69.1 Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the Workers' Compensation 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 Workers' Compensation 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 Workers' Compensation 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 Workers' Compensation 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 Workers' Compensation 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:

$$\frac{\text{Weekly Hours of Work}}{\text{Normal hours of work for class (weekly)}} \times \text{Monthly amount}$$

- (c) Effective December 31, 1993, and annually thereafter, 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.

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 Workers' Compensation 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 Workers' Compensation Board 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 Unemployment 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:
- (i) at regular salary for the portion of six (6) days that the ratio of the employee's weekly hours of work bear to full-time employment,
 - (ii) at seventy-five percent (75%) of regular salary for an additional period of that portion of one hundred and twenty-four (124) days that the ratio of the employee's weekly hours of work bear to full-time employment.
- 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(ii) 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 Deputy Minister of the ministry, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, the Deputy Minister or his or her designee 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 ($1 \frac{1}{4}$) 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.
- 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.:
- (1) Political Activity (Public Service Act (P.S.A.), S. 28.4(4) and S. 28.6)
 - (2) Lay-off (Article 62 - Employment Stability)
 - (3) 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 (7 1/4) 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 unemployment insurance benefits pursuant to the Unemployment 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 UI 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 continued 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 unemployment insurance benefits pursuant to Unemployment 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 UI 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 unemployment 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 Unemployment 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,
 - (i) death,
 - (ii) 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

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

(iv) 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

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

(ii) 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 (1/2) of the annual full-time salary of the employee at the date when he or she ceases to be an employee.

(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.

(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.:

(1) Political Activity (P.S.A., S. 28.4(4) and S. 28.6)

(2) Lay-off (Article 62 - Employment Stability)

(3) 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 Agreement calculated on the basis of his or her salary as though he or she was employed full-time.

PART D - SALARY AND TERM

ARTICLE 79 - SALARY

CLASSIFICATION SYSTEM OVERHAUL

- 79.1 The parties agree to a classification system overhaul as set out in Appendix 7 (Classification System Overhaul).

IMPLEMENTATION

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

ARTICLE 80 - TERM OF AGREEMENT

- 80.1 This Agreement covers the period from January 1, 1994, until December 31, 1998. The effective date of any changes to the term of this Agreement from the previous Agreement, unless otherwise indicated, shall be March 31, 1996. This 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 Collective Agreement in accordance with the Labour Relations Act, 1995, and the Crown Employees Collective Bargaining Act, 1993.

Signed this 30th day of August, 1996, in Toronto, Ontario.

FOR THE UNION:

JOHN O'BRIEN
DENNIS COLLOM
MANU JAJAL
DANIEL MURPHY
TERRY STINSON
JOHN RATHWELL
ELIZABETH HUITEMA

FOR THE EMPLOYER:

KEVIN WILSON
DON CHIRO
CAROL LEGEDZA
LINDA WENDEL
LOUIE DiPALMA
JOHN DALGLIESH
DIANE MAYNARD

MOYA BEALL
COREY VERMEY
JOYCE HANSEN
ANDRE BEKERMAN
ANDREW TODD
LEAH CASSELMAN

ED FARRAGHER
GENE SORIN

PART E - APPENDICES

NOTE: All article references in these appendices have been revised in accordance with the current articles of the 1994-1998 Central Collective Agreement.

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 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 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 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 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.

APPENDIX 5

RELEASE OF INFORMATION INSURED BENEFITS APPEAL

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
Employee Relations and Compensation Division

APPENDIX 7

CLASSIFICATION SYSTEM OVERHAUL

Classification System Overhaul

In accordance with Article 79.1 (Salary), this confirms the agreement reached by the parties during negotiations with respect to the Classification System Overhaul.

1. The parties agree as follows:
 - (a) The framework agreement dated December 7, 1994, is replaced by the terms of this Appendix effective April 1, 1996.
 - (b) The Employer shall continue and complete the development of the new classification system, including the six (6) new classification plans and as much as possible of the factor models and related work already jointly completed.
 - (c) The Employer will consult with the Union at each major stage of the project and will attempt to reach consensus before moving on to the next stage. The Employer will provide to the Union an outline of the stages of the project and target dates for completion.
2. The parties agree to establish a consultation process, the Joint System Subcommittee (JSSC) of the CERC which shall consist of three (3) persons appointed by each party, to:
 1. Upon implementation, resolve disputes between the parties arising from any changes or adjustments that are required.
 2. Review training needs arising from the new classification system and oversee their implementation.
 3. Provide a forum for ongoing discussion between the parties regarding changes and adjustments to the classification system as may be required over time.
 4. Serve as the consultation group where in this Appendix the parties have agreed to consult.
3. The JSSC of the CERC shall, in addition, review and decide on all complaints or differences involving allegations of improper classification.
4. All decisions of the JSSC on disputes arising under paragraph 3 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.

5. Union representatives consulting with the Employer shall be provided with reasonable travel time and leave with pay to attend meetings and related activities.
6. The Employer will complete the project as quickly as possible and in any event no later than May 31, 1998, and the current classification system shall remain in place until completion.
7. The Employer will implement the new plans as soon as possible after May 31, 1998.
8. It is understood that implementation of the new plans shall not include the fixing of any wage rates for any classifications under the new plans.
9. During the next ensuing round of negotiations the parties will bargain:
 - (i) the fixing of wage rates for the new pay plans, including the number and size of the pay ranges and method of progressing through a range;
 - (ii) the establishment of ongoing pay administration rules and rules for the salary treatment of employees on transition from the old system to the new plans.
- 10.1 The Employer undertakes to commit twenty million dollars (\$20,000,000) towards salary adjustments to employees resulting when conversion from the old pay rates to the new pay plans takes place as a result of negotiations referred to in paragraph 9. It is agreed that this will satisfy the twenty million dollar (\$20,000,000) commitment referred in the OPSEU Local Appendix executed pursuant to the Social Contract Act.
- 10.2 After implementation of the new plans, any complaint by an employee about his or her classification shall be processed as a grievance under Article 22 (Grievance Procedure) but shall be referred to the JSSC for final resolution and shall not be arbitrated under Article 22.
- 10.3 In the meantime, until this Collective Agreement is no longer in force, the employees shall be paid the appropriate rates of pay as if the pre-existing classifications were in place.
- 10.4 The Employer shall be guided by the factors prescribed by the Pay Equity Act in developing the new plans.
- 10.5 There will be a moratorium on classification grievances until June 1, 1998.

Signed this 30th day of August, 1996, in Toronto, Ontario.

APPENDIX 8

**CLASSIFICATION SYSTEM OVERHAUL
LETTER OF AGREEMENT**

Letter of Agreement

This letter is to confirm that for the life of this Collective Agreement, no employee's wage rate shall be altered as a result of the Classification System Overhaul process provided under Appendix 7 of this Collective Agreement.

Signed this 30th day of August, 1996, 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, 1998, 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 Article 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

APPENDIX 10

ARTICLE 20.7 (VOLUNTARY EXIT OPTION)

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 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

ARTICLES 33 AND 34 (STUDENTS AND GO TEMPS)

**Letter of Agreement
Regarding Articles 33 and 34 - Students and GO Temps**

The parties agree that within six (6) months of the date of ratification, the CERC will designate a subcommittee made up of three (3) people from each party. The Employer will provide the necessary information on bargaining unit student programs and GO Temp use in all ministries for the subcommittee to:

1. (a) Review the rates provided to bargaining unit students in all ministries and all programs operated and delivered by the Ontario Government and,

 (b) Recommend government-wide rates for students.
2. (a) Review the rates provided to GO Temp employees in all ministries and all programs operated and delivered by the Ontario Government and,

 (b) Recommend government-wide rates for GO Temp employees.
3. The recommendations shall be provided to the CERC for agreement. The CERC shall draw up those recommendations that are agreed upon by the parties at the CERC as a Letter of Agreement appended to the Collective Agreement and those items shall be implemented for the remaining period of the Collective Agreement.
4. Any part of the recommendations of the subcommittee that are not agreed upon and implemented by the CERC as in item (3) above shall be provided to the two (2) parties' bargaining teams along with all available relevant documentation, for use in the next round of bargaining.
5. The subcommittee shall complete its work as quickly as possible albeit no later than March 31, 1997.
6. It is understood that time off, and compensation, for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

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 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 TOMARIN
MARGARET BODKIN
KEVIN WILSON

FOR THE UNION:

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

**INTERPRETATION OF ARTICLE 20.4.1 (DISPLACEMENT)
JOB TRADING**

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:

- (1) Interpretation of Article 20.4.1 (Displacement)**
- (2) Job Trading**

The Employer and the Union have reached agreement, as outlined below, on the interpretation of Article 20.4.1 of the Collective Agreement and on the matter of job trading:

(1) Interpretation of Article 20.4.1 (Displacement)

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 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(h), the employee advises the Employer, in writing, that he or she will displace the employee identified pursuant to Article 20.4.1(a), (b), (c), (d), (e), or (f), 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 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 Collective Agreement.

(2) **Job Trading**

The Employer and the Union have agreed to the following terms and conditions in respect of job trading:

- (a) 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 Collective Agreement.
- (b) 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).
- (c) 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.
- (d) 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.

- (e)
 - (i) 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.
 - (ii) 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 Collective Agreement, his or her rights under that article will be exercised before any rights under this job trading agreement.

- (f) relocation expenses incurred by employees who trade jobs will not be reimbursed by the Employer.
- (g) 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 paragraph (d) above.
- (h) employees cannot trade jobs unless both of their managers approve of the trade.
- (i) job trading is voluntary. Provided an employee has not been matched with another employee's job, he or she may withdraw at any time.
- (j) 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.
- (k) 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.

This Memorandum of Agreement will come into effect July 18, 1996 and expire on December 31, 1998.

Agreed by the parties at the City of Toronto on this 18th day of July, 1996.

FOR THE EMPLOYER:

MARGARET BODKIN
JUDY TOMARIN
LINDA BARBER

FOR THE UNION:

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

THIS COLLECTIVE AGREEMENT

made on the 30th day of August, 1996

between

THE CROWN IN RIGHT OF ONTARIO

Represented by Management Board of Cabinet

(Hereinafter referred to as the "Employer")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as the "Union")

for the

ADMINISTRATIVE BARGAINING UNIT

ADMINISTRATIVE BARGAINING UNIT COLLECTIVE AGREEMENT

TABLE OF CONTENTS

ARTICLE		PAGE
PART A - WORKING CONDITIONS		
ADM1	Recognition	136
ADM2	Hours of Work	136
	Schedule 3 and 3.7	136
	Schedule 4 and 4.7	136
	Schedule 6	136
	Schedule A	136
ADM3	Days Off	137
ADM4	Scheduled Tour of Duty or Shift	137
ADM5	Shift Schedules	137
ADM6	Shift Premium	138
ADM7	Rest Periods	138
ADM8	Overtime	138
ADM9	Call Back	139
ADM10	Stand-by Time	139
ADM11	On-Call Duty	140
ADM12	Meal Allowance	141
ADM13	Holiday Payment	142
PART B - REGULAR PART-TIME CIVIL SERVANTS		
ADM14	Overtime	143
ADM15	Stand-by Time	143
PART C - SALARY AND TERM		
ADM16	Salary	144
	Implementation	144
ADM17	Term of Agreement	144
PART D - APPENDICES		
Appendix ADM1 - Schedule A - Averaging of Hours of Work		146
Appendix ADM2 - Custodial Responsibility Allowance		149
Appendix ADM3 - Training and Development		150
Appendix ADM4 - Article ADM2 - Schedule 5 Employees		151
GENERAL NOTES AND ALLOWANCES		152
SALARY SCHEDULE		154

PART A - WORKING CONDITIONS

ARTICLE ADM1 - RECOGNITION

- ADM1.1 The Ontario Public Service Employees Union (OPSEU) for the purpose of this Collective Agreement is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees contained within the Administrative Bargaining Unit.
- ADM1.2 For greater certainty, such employees include classified and unclassified employees, students, GO Temps, and such other employees as may be mutually agreed.
- ADM1.3 For greater certainty, this Agreement shall apply to the employees in the Administrative Bargaining Unit and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties. A list of classifications is attached in the Salary Schedule.

ARTICLE ADM2 - HOURS OF WORK

- ADM2.1 SCHEDULE 3 and 3.7
- The normal hours of work for employees on these schedules shall be thirty-six and one-quarter (36 1/4) hours per week and seven and one-quarter (7 1/4) hours per day.
- ADM2.2 SCHEDULE 4 and 4.7
- The normal hours of work for employees on these schedules shall be forty (40) hours per week and eight (8) hours per day.
- ADM2.3 SCHEDULE 6
- The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36 1/4) hours per week.
- ADM2.4 SCHEDULE A
- Averaging of Hours of Work - see Appendix ADM1 (Schedule A - Averaging of Hours of Work) attached.
- ADM2.5 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.
- ADM2.6 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to

such transfer. When the transfer occurs, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly.

ARTICLE ADM3 - DAYS OFF

ADM3.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the ministry.

ARTICLE ADM4 - SCHEDULED TOUR OF DUTY OR SHIFT

ADM4.1 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

ARTICLE ADM5 - SHIFT SCHEDULES

ADM5.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he or she shall be paid time and one-half (1 1/2) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministry's control.

ADM5.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1 1/2) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article ADM8 (Overtime) or Article ADM9 (Call Back).

ADM5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.

ADM5.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.

ADM5.5 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.

ARTICLE ADM6 - SHIFT PREMIUM

- ADM6.1.1 Effective January 1, 1992, an employee shall receive a shift premium of fifty-two cents (52¢) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-two cents (52¢) per hour premium shall be paid for all hours worked.
- ADM6.1.2 Effective January 1, 1992, an employee shall receive a shift premium of sixty-two cents (62¢) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the sixty-two cents (62¢) per hour premium shall be paid for all hours worked.
- ADM6.2 Notwithstanding Articles ADM6.1.1 and ADM6.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- ADM6.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- ADM6.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

ARTICLE ADM7 - REST PERIODS

- ADM7.1 The present practice for rest periods in each shift shall be maintained.

ARTICLE ADM8 - OVERTIME

- ADM8.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1 1/2) times the employee's basic hourly rate.
- ADM8.2.1 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- ADM8.2.2 In this article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.
- ADM8.3.1 Employees in Schedules 3.7 and 4.7 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall be paid at the overtime rate.
- ADM8.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- ADM8.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall receive compensating

leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.

- ADM8.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- ADM8.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- ADM8.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off, shall receive equivalent time off.
- ADM8.7.2 Notwithstanding Article ADM8.7.1 and Article ADM13.7 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1 1/2) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36 1/4) hours per week, for all such work after eight (8) hours in a 24-hour period.

ARTICLE ADM9 - CALL BACK

- ADM9.1 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of four (4) hours' pay at one and one-half (1 1/2) times his or her basic hourly rate.

ARTICLE ADM10 - STAND-BY TIME

- ADM10.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the workplace.
- ADM10.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- ADM10.3 Where stand-by is not previously authorized in writing, payment as per Article ADM10.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

ADM10.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half (1/2) his or her basic hourly rate with a minimum credit of four (4) hours pay at his or her basic hourly rate.

ARTICLE ADM11 - ON-CALL DUTY

ADM11.1 "On-Call Duty" means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond within a reasonable time to a request for:

(a) recall to the work place, or

(b) the performance of other work as required.

ADM11.2 It is understood that a return to the workplace may not be necessary in all situations.

ADM11.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles ADM11.1(a) or ADM11.1(b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.

ADM11.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.

ADM11.5 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.

ADM11.6 Where on-call is not previously authorized in writing, payment as per Article ADM11.7 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.

ADM11.7 Where an employee is required to be on-call, he or she shall receive one dollar (\$1.00) per hour for all hours that he or she is required to be on-call.

ARTICLE ADM12 - MEAL ALLOWANCE

ADM12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six dollars (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.

ADM12.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his or her work place.

- ADM12.2.1 Cost of meals may be allowed only:
- ADM12.2.2 If during a normal meal period the employee is travelling on government business other than:
- (a) on patrol duties, except as provided under Article ADM12.2.3, or
 - (b) within twenty-four (24) kilometres of his or her assigned headquarters, or
 - (c) within the metropolitan area in which he or she is normally working;
- ADM12.2.3 If an employee on patrol duties is reimbursed for overnight accommodation required for the trip;
- ADM12.2.4 If, in an unusual non-recurring situation, the department head authorizes such payment;
- ADM12.2.5 If, in any recurring situation, Management Board has authorized such payments because of the special nature of the assignments.
- ADM12.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- ADM12.4 The total cost of meals for each day is to be shown.
- ADM12.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.
- ADM12.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Crown employees, he or she may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.
- ADM12.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

ARTICLE ADM13 - HOLIDAY PAYMENT

- ADM13.1 Where an employee works on a holiday included under Article 47 (Holidays) of the Central Agreement, he or she shall be paid at the rate of two (2) times his or her basic

hourly rate for all hours worked with a minimum credit of seven and one-quarter (7 1/4), eight (8), or the number of regularly scheduled hours, as applicable.

- ADM13.2 In addition to the payment provided by Article ADM13.1, an employee who works on the holiday shall receive either seven and one-quarter (7 1/4) or eight (8) hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter (7 1/4) or eight (8) hours as applicable, provided the employee opts for compensating leave prior to the holiday.
- ADM13.3 It is understood that Articles ADM13.1 and ADM13.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- ADM13.4 When a holiday included under Article 47 (Holidays) of the Central Agreement coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.
- ADM13.5 Any compensating leave accumulated under Articles ADM13.2 and ADM13.4 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- ADM13.6 Any compensating leave accumulated under Articles ADM13.2 and ADM13.4 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- ADM13.7 Notwithstanding anything in Article ADM13, employees who are in classifications assigned to Schedule 6 and who are required to work on a holiday included in Article 47 (Holidays) of the Central Agreement shall receive equivalent time off.

PART B - REGULAR PART-TIME CIVIL SERVANTS

ARTICLE ADM14 - OVERTIME

- ADM14.1.1 "Overtime" means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7 1/4) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day.
- ADM14.1.2 In the distribution of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.

- ADM14.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate.
- ADM14.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- ADM14.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- ADM14.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- ADM14.5 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.
- ADM14.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

ARTICLE ADM15 - STAND-BY TIME

- ADM15.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the work place.
- ADM15.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- ADM15.3 Where stand-by is not previously authorized in writing, payment as per Article ADM15.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- ADM15.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one-half (1/2) his or her basic hourly rate with a minimum credit of two (2) hours pay at his or her basic hourly rate.

PART C - SALARY AND TERM

ARTICLE ADM16 - SALARY

- ADM16.1 (a) Effective January 1, 1994, salary rates in effect December 31, 1993, will be maintained to December 31, 1998. Classifications with an effective date later than January 1, 1994, shall maintain the salary rate of that date until December 31, 1998.
- (b) The salary rates for all classifications are contained in the Salary Schedule attached.
- (c) For greater clarity, the requirement for unpaid leave days and related salary reductions provided for in the Social Contract Act Sectoral Agreement and the OPSEU Appendix are in effect only until March 31, 1996.
- (d) Effective April 1, 1996, the practice of merit increases will resume on the employee's normal anniversary date subsequent to March 31, 1996.

IMPLEMENTATION

- ADM16.2 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

ARTICLE ADM17 - TERM OF AGREEMENT

- ADM17.1 This Agreement covers the period from January 1, 1994, until December 31, 1998. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be March 31, 1996. This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice to the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the Labour Relations Act, 1995, and the Crown Employees Collective Bargaining Act, 1993.

Signed this 30th day of August, 1996, in Toronto, Ontario.

FOR THE UNION:

JOHN O'BRIEN
ELAINE ELLIS
DAVID WEBB
MURRAY BAKER
LARRY DESCHENES
WAYNE IRESON

FOR THE EMPLOYER:

LYNN SCOTT
COREY FOSTER
DES KIRK
SHEILA MacFEETERS
DON MOORHOUSE
JOHN POCH

SHEILA KIMMEL
KATHLEEN LAWRENCE
BRIAN MAYES
LEAH CASSELMAN

PART D - APPENDICES

APPENDIX ADM1

SCHEDULE A - AVERAGING HOURS OF WORK

Schedule A Averaging Of Hours Of Work

The number of hours of work per week prescribed shall be computed as a weekly average over one (1) year, where the duties of a civil servant require:

- that he or she work more than the number of hours per week prescribed at regularly recurring times of the year, or
- that the number of hours per week be normally irregular.

Averaging Period:

The averaging period for each class and/or position:

- will conform to the twelve (12) month calendar period which reflects the work cycle of that class and/or position, and
- will be reported to the bargaining agent.

Prorating:

Periods of employment of less than twelve (12) months in an averaging period (e.g., due to appointment, transfer, separation, etc.) will be prorated.

Hours Per Averaging Period:

The hours of work required shall correspond to a thirty-six and one-quarter (36 1/4) hour week or a forty (40) hour week averaged over the twelve (12) month calendar period.

Changes to Hours Per Averaging Period:

If at any time, a ministry requires a different hours base for a class or for a position within a class (e.g., equivalent of forty (40) hours per week instead of thirty-six and one-quarter (36 1/4) hours per week), the ministry must:

- alter the affected employees' salaries proportionately, and

- notify the Negotiations Secretariat, Management Board Secretariat, and the Union of any such changes.

Record of Hours Worked:

A record will be maintained for each employee affected showing a running total of hours worked:

- on his or her regular working days, and
- during the averaging period.

Excessive Buildup of Hours Worked:

When an employee's buildup of hours worked is becoming excessive, he or she:

- may be required to take time off on an hour-for-hour basis, in order to bring his or her hours accumulation into line with the hours requirement for the averaging period, and
- will be given reasonable notice, where circumstances permit, of any such time off.

Calculation of Hourly Rate:

In all cases, the basic hourly rate of pay for employees on averaging is to be determined by dividing the weekly rate of the class by thirty-six and one-quarter ($36 \frac{1}{4}$) or forty (40) as applicable, unless the basic hourly rate of pay already exists.

Hours Worked Over Annual Requirement:

At the end of the averaging period, any excess hours standing to the employee's credit over and above the annual hours requirement will be considered as overtime.

Normally, the employee shall be paid for his or her overtime credits. Such payment shall be based on the basic hourly rate he or she was receiving on the last day of the averaging period. Compensating time off may be substituted for payment of overtime credits as follows:

- (a) Where there is insufficient work for an employee to the extent that his or her presence is not required for a period of time, in which case:
 - a ministry has the authority to direct that the employee take time off rather than receive pay for the overtime credits, and
 - such time off must be taken commencing during the first month of the next averaging period;

or

(b) In circumstances other than the above and where the employee and his or her supervisor mutually agree to compensating leave, in which case the time off will commence:

- within the first month of the next averaging period, or
- at an otherwise mutually satisfactory time.

Hours Worked on Holidays or Other Than Regular Workdays:

- a) All hours worked on a holiday included under Article 47 (Holidays) of the Central Agreement shall be paid at the rate of two (2) times the basic hourly rate that the employee was receiving when the holiday was worked.
- b) All hours worked on a day that is not a regular working day for the employee will be treated as overtime and based on the rate he or she was receiving when the overtime was worked.

CUSTODIAL RESPONSIBILITY ALLOWANCE

September 23, 1985 revised March 29, 1996

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

Dear Mr. Todd:

Re: Custodial Responsibility Allowance (K1) - Article 7.8 of the Central Agreement

This will confirm that effective January 1, 1984, a Custodial Responsibility Allowance of two thousand dollars (\$2,000.00) per year is payable to employees of the Ministry of the Solicitor General and Correctional Services and employees working in training schools operated by the Ministry of Community and Social Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
- (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of inmates or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;
- (c)
 - (i) they are required, for the major portion of their working time, to direct inmates or wards engaged in beneficial labour;
 - or
 - (ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of inmates or wards engaged in beneficial labour;
- and
- (d) they are responsible for the custody of inmates or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - \$38.40/week
- hourly rated classes:
 - 40 hour week - \$0.96/hour
 - 36 1/4 hour week - \$1.06/hour

Yours truly,

P. Mooney
Senior Staff Relations Officer

APPENDIX ADM3

TRAINING AND DEVELOPMENT

Letter of Agreement Regarding Training and Development

The parties agree that a joint subcommittee of the CERC will be established to examine issues related to Training and Development as they apply to the Administrative Bargaining Unit.

The mandate of the subcommittee will include:

- reviewing the structure or development of internal training programs and special project training assignments;
- investigating professional developmental opportunities.

The subcommittee shall be comprised of equal numbers of Union and Employer representatives and shall be activated within ninety (90) days of the signing of this Agreement. One of the Union representatives will be from the Administrative Bargaining Unit.

It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

APPENDIX ADM4

SCHEDULE 5 EMPLOYEES

Letter of Agreement Regarding Article ADM2 - Hours of Work Schedule 5 Employees

The parties hereby agree that the CERC will designate a subcommittee comprising two (2) people from each party. The Employer will provide the necessary information concerning Schedule 5 employees.

The subcommittee will:

1.
 - (a) discuss the transfer of employees presently within Schedule 5 to other schedules in accordance with the provisions of Article ADM2.5 and Article ADM2.6;
 - (b) further discuss the allocation of rates of pay within the salary ranges and grid development and placement;
 - (c) after such discussions, the subcommittee will make recommendations to the CERC;
 - (d) make all reasonable efforts to complete its work by July 1, 1996;
 - (e) in developing the wage grid and grid placement, the current salary minimums and maximums for each classification will be maintained and no employee will suffer a reduction in pay as a result of placement on the grid.
2. The recommendations shall be provided to the CERC for agreement. The CERC shall draw up those recommendations that are agreed upon by the parties at the CERC as a Letter of Agreement appended to the Collective Agreement and those items shall be implemented for the remaining period of the Collective Agreement.
3. Any part of the recommendations of the subcommittee that are not agreed upon and implemented by the CERC as in item 2 above shall be provided to the two (2) parties' bargaining teams along with all available relevant documentation, for use in the next round of bargaining.
4. It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

GENERAL NOTES AND ALLOWANCES

ADMINISTRATIVE BARGAINING UNIT

Classification notes and salary allowances applicable to classifications in this Bargaining Unit:

- K1 Refer to Appendix ADM2 (Custodial Responsibility Allowance).
- K2 An allowance of one hundred dollars (\$100.00) is payable to the staff of the Oak Ridge Wing, Penetanguishene Mental Health Centre, in addition to the rates specified in the salary range for the classification to which they are assigned, provided the Superintendent certifies that they meet the following requirements:
- a) they are not professional staff, i.e. physicians, nurses, occupational therapists, social workers, psychologists, etc;
 - b) they are not clerical or office staff;
 - c) they are not attendants;
 - d) they are not foremen/women;
 - e) they spend fifty percent (50%) of their time in close contact with patients at Oak Ridge, under circumstances in which attendants, nurses or physicians are not present.

All persons who, on July 1, 1966, do not meet the above criteria but who are presently receiving the \$100 bonus, may retain it as long as they continue to occupy their present positions.

Weekly rated classes - \$1.92/week
Hourly rated classes - \$0.05/hour (40 hour work week)

- K8 During each fiscal year the Deputy Minister may grant an allowance of up to twenty (20) days' pay to an employee on extended geological field operations who has spent in excess of thirty (30) days in the field and who has worked excessive hours during the previous summer season, providing that all of the following requirements have been met:
- a) the class of the employee's position is in the Geoscientist class series and is set out in hours of work Schedule 6;
 - b) a record has been maintained of all hours worked during the summer field operations;
 - c) it is not possible to grant sufficient time-off to completely compensate for the excessive hours worked;
 - d) the allowance is calculated at straight time and is based on the salary rate the employee was receiving at the time the excessive hours of work were performed;
 - e) a report of all compensation granted is filed with the Management Board Secretariat at the end of the fiscal year.
- T1 Employees in positions classified as Transportation Enforcement Officer 1 or 2 or Vehicle Inspection Administrator and who are required to possess both a Class A Motor Vehicle

Repairer's Certificate of Qualification and a Propane Vehicle Inspector Certificate of Qualification S6B shall be entitled to a salary allowance of seven hundred dollars (\$700.00) per annum. The salary allowance will be equally apportioned and paid on each pay cheque.

Transportation Enforcement Officer 1	\$13.42/week
Transportation Enforcement Officer 2	\$13.42/week
Vehicle Inspection Administrator	\$13.42/week

SALARY SCHEDULE

ADMINISTRATIVE BARGAINING UNIT

The following classifications apply to employees with an appointment status of classified, unclassified and student:

[S-A = semi-annual progression; SA-0# = semi-annual until #th step]

						HOURS OF WORK SCHEDULE
04104 ACCIDENT CLAIMS SUPERVISOR 1						3-7
01/01/94:	734.50	757.73	780.95	805.65	831.76	
04106 ACCIDENT CLAIMS SUPERVISOR 2						3-7
01/01/94:	815.81	841.94	869.50	905.77	943.55	
00990 ACCOMMODATION OFFICER 1						3
01/01/94:	666.63	687.10	707.59	729.58	751.57	
00992 ACCOMMODATION OFFICER 2						3
01/01/94:	707.59	729.58	751.57	775.00	799.88	
00994 ACCOMMODATION OFFICER 3						3-7
01/01/94:	731.99	757.33	786.46	813.67	856.87	
13688 AGRICULTURAL OFFICER 1						6
01/01/94:	806.39	834.10	870.59	907.06	946.49	
13690 AGRICULTURAL OFFICER 2						6
01/01/94:	962.24	1007.21	1055.10	1110.66	1163.33	
60700 AGRICULTURAL SPECIALIST 1						6
S-A 01/01/94:	629.78	640.00	650.23	660.46	670.65	
	680.89	692.53	702.76	714.45		
60702 AGRICULTURAL SPECIALIST 2						6
01/01/94:	726.10	749.44	774.25	800.53	826.82	
60704 AGRICULTURAL SPECIALIST 3						6
01/01/94:	851.35	888.79	926.25	966.71	1008.68	

13710 AGRICULTURAL SPECIALIST 1, DAIRY						6
S-A 01/01/94:	629.78	640.00	650.23	660.46	6 7 0 . 6 5	
	680.89	692.53	702.76	714.45		
13712 AGRICULTURAL SPECIALIST 2, DAIRY						6
01/01/94:	726.10	749.44	774.25	800.53	826.82	
14016 AIR QUALITY ANALYST						3
01/01/94:	947.86	991.89	1040.75	1089.58	1146.08	
01/01/95:	947.86	991.89	1040.75	1089.58	1146.08	
07860 ARCHIVIST 1						3
S-A 01/01/94:	606.03	615.07	624.07	633.43	6 4 4 . 4 0	
	653.86	664.87	675.91	686.94		
07862 ARCHIVIST 2						3
01/01/94:	719.98	743.66	767.25	792.47	819.21	
07864 ARCHIVIST 3						3
01/01/94:	812.94	839.73	868.11	905.90	945.33	
95103 ARTICLING STUDENT						6
08/05/95:	717.92					
07870 ARTIFACTS OFFICER						3
01/01/94:	933.47	973.66	1016.14	1060.26	1107.53	
07390 ATHLETICS SUPERVISOR AND DEAN OF MEN						A (36 1/4)
01/01/94:	743.27	771.44	798.65			
14021 BIOLOGIST 1						A (36 1/4)
S-A 01/01/94:	643.86	654.31	664.76	675.26	6 8 5 . 6 8	
	696.12	708.11	718.55	730.53		
14022 BIOLOGIST 2A						A (36 1/4)
01/01/94:	742.45	766.36	791.77	818.62	845.52	
14024 BIOLOGIST 2B						A (36 1/4)
01/01/94:	805.23	832.08	860.45	897.76	936.69	
14026 BIOLOGIST 3 (BARGAINING UNIT)						A (36 1/4)

01/01/94:	882.65	916.77	955.81	1000.69	1048.49	
05312 BOILER INSPECTOR						3-7
01/01/94:	835.25	855.57	875.94			
05925 CHIEF INSPECTOR OF THEATRES						6
01/01/94:	731.80	753.93	777.61	802.74	827.83	
05920 CLASSIFIER 1, BOARD OF CENSORS						3
01/01/94:	625.55	644.52	663.77	684.46	705.16	
05922 CLASSIFIER 2, BOARD OF CENSORS						3
01/01/94:	753.93	777.61	802.74	827.83		
05510 COMMUNITY DEVELOPMENT OFFICER 1						6
01/01/94:	636.55	654.81	673.29	693.40	714.99	
	736.67					
05512 COMMUNITY DEVELOPMENT OFFICER 2						6
01/01/94:	827.82	854.06	881.86	909.65	947.50	
	986.15					
05513 COMMUNITY DEVELOPMENT OFFICER 3						6
01/01/94:	898.87	932.07	970.67	1010.88	1052.56	
12100 COMMUNITY PLANNER 1						A (36 1/4)
S-A 01/01/94:	644.30	653.69	664.58	675.51	686.45	
	697.36	708.29	719.26	731.67		
12102 COMMUNITY PLANNER 2						A (36 1/4)
01/01/94:	745.73	770.69	795.67	822.20	850.27	
12104 COMMUNITY PLANNER 3						A (36 1/4)
01/01/94:	861.24	890.91	929.93	970.47	1012.61	
12106 COMMUNITY PLANNER 4						A (36 1/4)
01/01/94:	936.96	976.68	1019.65	1064.12	1111.81	
12108 COMMUNITY PLANNER 5						A (36 1/4)
01/01/94:	1039.78	1093.42	1145.13	1205.46	1274.40	
60108 CONTRACT REVIEW OFFICER						3
01/01/94:	927.21	958.19	995.22	1033.77	1074.31	

12111	COORDINATOR, LANDSCAPE ARCHITECTURAL SERVICES					6
01/01/94:	1029.50	1073.22	1120.46	1169.39	1221.85	
01/01/95:	1029.50	1073.22	1120.46	1169.39	1221.85	
30606	DEPUTY 1, ADMINISTRATION OF JUSTICE					3-7
01/01/94:	629.56	646.50	663.35	682.33	701.57	
30608	DEPUTY 2, ADMINISTRATION OF JUSTICE					3-7
01/01/94:	706.00	726.70	747.36	769.58	791.72	
30612	DEPUTY SENIOR 1, ADMINISTRATION OF JUSTICE					3-7
01/01/94:	826.81	852.15	879.37	906.59	936.61	
02281	ECONOMIST 1 (BARGAINING UNIT)					6
S-A 01/01/94:	690.87	699.97	711.81	720.94	731.90	
	743.15	755.62	767.10	778.59	791.01	
	801.56	815.95	827.42			
02283	ECONOMIST 2 (BARGAINING UNIT)					6
01/01/94:	827.42	847.52	874.33	902.12	936.60	
02285	ECONOMIST 3 (BARGAINING UNIT)					6
01/01/94:	907.67	949.75	994.78	1042.64	1091.51	
02287	ECONOMIST 4 (BARGAINING UNIT)					6
01/01/94:	1031.66	1084.60	1135.25	1201.22	1268.64	
02289	ECONOMIST 5 (BARGAINING UNIT)					6
01/01/94:	1112.56	1170.97	1239.90	1310.77	1385.47	
07489	EDUCATION ADVISER					6
01/01/94:	1013.86	1058.52	1113.65	1173.19	1237.24	
07081	EDUCATION OFFICER					6
01/01/94:	1269.91	1340.27	1414.69	1493.53	1580.95	
05344	ELEVATOR INSPECTOR 1					3-7
01/01/94:	851.60	873.18	896.10			
05350	ELEVATOR INSPECTOR 3					3-7

01/01/94:	1016.45	1059.71	1100.34			
03519 EMERGENCY HEALTH SERVICES INVESTIGATOR						6
01/01/94:	891.97	920.58	954.79			
01/01/95:	891.97	920.58	954.79			
05520 EMPLOYMENT STANDARDS AUDITOR 1						6
01/01/94:	760.75	779.27	799.47	819.70	8 4 2 . 0 0	
	864.98					
05522 EMPLOYMENT STANDARDS AUDITOR 2						6
01/01/94:	875.09	902.56	931.65	960.88	9 9 1 . 7 5	
	1028.60					
05530 EMPLOYMENT STANDARDS OFFICER 1						6
01/01/94:	842.76	873.75	906.62	944.18	987.35	
12700 ENGINEERING OFFICER 1						3
01/01/94:	691.90	714.00	737.56	761.11	786.20	
12702 ENGINEERING OFFICER 2						3
01/01/94:	810.94	840.61	872.22	905.72	939.25	
12704 ENGINEERING OFFICER 3						6
01/01/94:	887.52	921.07	964.16	1009.12	1057.96	
12706 ENGINEERING OFFICER 4						6
01/01/94:	1010.11	1058.95	1114.47	1167.16	1227.49	
12680 ENGINEERING SERVICES OFFICER 2						3
01/01/94:	718.04	738.14	764.95	792.74	827.22	
12682 ENGINEERING SERVICES OFFICER 3						3
01/01/94:	849.26	883.71	917.24	960.29	1005.33	
12684 ENGINEERING SERVICES OFFICER 4						6
01/01/94:	947.86	991.89	1040.75	1089.58	1 1 4 6 . 0 8	
12686 ENGINEERING SERVICES OFFICER 5						6
01/01/94:	1063.73	1118.31	1170.97	1240.86	1310.77	
61500 ENVIRONMENTAL OFFICER 1						3-7
01/01/94:	658.66	674.99	691.36	709.53	729.60	

61502 ENVIRONMENTAL OFFICER 2						3-7
01/01/94:	724.55	744.56	764.59	786.01	807.46	
61504 ENVIRONMENTAL OFFICER 3						3-7
01/01/94:	813.38	836.13	860.34	885.91	911.56	
61506 ENVIRONMENTAL OFFICER 4						3-7
01/01/94:	873.16	898.78	925.83	954.26	986.27	
61508 ENVIRONMENTAL OFFICER 5						3-7
01/01/94:	954.48	991.97	1029.42	1069.98	1111.97	
61510 ENVIRONMENTAL OFFICER 6						3
01/01/94:	1029.72	1064.17	1099.87	1136.79	1175.01	
00911 ESTATE ASSESSOR 1						3
S-A 01/01/94:	656.86	667.04	677.19	687.34	697.53	
	707.65	718.57	729.42	740.32		
00913 ESTATE ASSESSOR 2						3
01/01/94:	760.60	783.86	808.54	834.68	862.27	
03521 EXECUTIVE OFFICER 1 (BARGAINING UNIT)						6
01/01/94:	798.65	828.69	856.87	890.65	923.51	
03523 EXECUTIVE OFFICER 2 (BARGAINING UNIT)						6
01/01/94:	906.65	948.17	991.16	1036.49	1088.77	
03525 EXECUTIVE OFFICER 3 (BARGAINING UNIT)						6
01/01/94:	1075.60	1125.34	1183.55	1250.23	1321.55	
13640 FARM PRODUCTS INSPECTOR 1						3
01/01/94:	657.25	673.38	689.57			
13642 FARM PRODUCTS INSPECTOR 2						3
01/01/94:	741.31	788.00	837.62			
10560 FIELD WORKER 1, HOMES FOR SPECIAL CARE						3-7
01/01/94:	603.35	621.07	639.26	657.85	677.99	
10562 FIELD WORKER 2, HOMES FOR SPECIAL CARE						3-7
01/01/94:	665.59	685.76	707.53	729.27	750.95	

20205 FINANCIAL OFFICER 1 (BARGAINING UNIT)						6
01/01/94:	685.06	710.39	734.79	761.10	789.25	
20203 FINANCIAL OFFICER 2 (BARGAINING UNIT)						6
01/01/94:	786.46	813.67	842.76	873.75	906.62	
20201 FINANCIAL OFFICER 3 (BARGAINING UNIT)						6
01/01/94:	850.82	881.93	916.94	958.98	1002.54	
20207 FINANCIAL OFFICER 4 (BARGAINING UNIT)						6
01/01/94:	932.91	976.07	1022.11	1069.03	1124.40	
20209 FINANCIAL OFFICER 5 (BARGAINING UNIT)						6
01/01/94:	1005.18	1051.19	1105.64	1156.32	1215.47	
20226 FINANCIAL OFFICER TRAINEE						6
S-A 01/01/94:	502.76	518.80	534.94	551.05	5 6 9 . 7 7	
	588.56	607.34	628.75	651.24	6 7 3 . 8 1	
	697.28	721.69	747.94	774.26	8 0 5 . 2 1	
	842.76					
07417 FIRE COLLEGE INSTRUCTOR						3
01/01/94:	1049.29	1082.81	1119.02	1158.05	1206.98	
05701 FIRE SAFETY OFFICER 1						4
01/01/94:	878.36	908.05	937.22	965.87	997.21	
05703 FIRE SAFETY OFFICER 2						4
01/01/94:	972.83	1003.91	1037.47	1073.65	1119.01	
05705 FIRE SAFETY OFFICER 3						3
01/01/94:	1048.43	1092.11	1137.53	1186.21	1241.66	
05700 FIRE SERVICES ADVISER 1						4
01/01/94:	1007.28	1039.50	1074.28	1111.79	1158.84	
05702 FIRE SERVICES ADVISER 2						3
01/01/94:	1085.64	1130.97	1178.05	1228.52	1286.01	
05710 FIRE SERVICES INVESTIGATOR 1						4-7
01/01/94:	972.83	1003.91	1037.47	1073.65	1119.01	

05712 FIRE SERVICES INVESTIGATOR 2						3-7
01/01/94:	1048.43	1092.11	1137.53	1186.21	1241.66	
13991 FORESTER 1						A (36 1/4)
S-A 01/01/94:	643.86	654.31	664.76	675.26	6 8 5 . 6 8	
	696.12	708.11	718.55	730.53		
13992 FORESTER 2A						A (36 1/4)
01/01/94:	742.45	766.36	791.77	818.62	845.52	
13994 FORESTER 2B						A (36 1/4)
01/01/94:	805.23	832.08	860.45	897.76	936.69	
13995 FORESTER 3						A (36 1/4)
01/01/94:	882.65	916.77	955.81	1000.69	1048.49	
13997 FORESTER 4						A (36 1/4)
01/01/94:	1002.65	1050.41	1100.24	1156.79	1212.42	
13999 FORESTER 5						A (36 1/4)
01/01/94:	1133.38	1187.04	1256.31	1328.51	1405.62	
05933 FUEL AND TOBACCO TAX INSPECTOR						A (36 1/4)
01/01/94:	21.02	21.62	22.28	22.95	23.64	
01/01/95:	21.02	21.62	22.28	22.95	23.64	
14502 GEOSCIENTIST 1						6
01/01/94:	821.45	850.80	881.30	912.98	945.92	
K8						
14504 GEOSCIENTIST 2						6
01/01/94:	866.48	899.97	938.28	982.33	1029.24	
K8						
14506 GEOSCIENTIST 3						6
01/01/94:	994.06	1040.79	1094.71	1145.49	1204.93	
K8						
14508 GEOSCIENTIST 4						6
01/01/94:	1072.43	1131.58	1194.16	1260.37	1330.44	
K8						
07850 HISTORICAL RESEARCH OFFICER 1						A (36 1/4)
S-A 01/01/94:	768.73	777.75	786.76	796.12	8 0 7 . 0 9	

	816.55	827.56	838.61	849.63	
07852 HISTORICAL RESEARCH OFFICER 2					A (36 1/4)
01/01/94:	882.68	906.36	929.95	955.15	981.90
02270 HOUSING ANALYST 1					6
S-A 01/01/94:	632.47	641.81	651.00	660.27	6 7 1 . 1 6
	680.39	691.19	701.99	712.81	
02272 HOUSING ANALYST 2					6
01/01/94:	771.51	796.26	820.97	847.24	875.03
05402 HUMAN RIGHTS OFFICER 1					6
01/01/94:	672.04	691.78	711.73	733.45	7 5 6 . 7 7
	780.20				
05404 HUMAN RIGHTS OFFICER 2					6
01/01/94:	878.62	906.97	936.99	967.01	1 0 0 7 . 8 8
	1049.62				
02891 IMMIGRATION OFFICER					6
01/01/94:	715.68	737.40	760.60	783.86	8 0 8 . 5 4
	834.68				
10512 INDIAN DEVELOPMENT OFFICER					3-7
01/01/94:	712.73	735.35	757.98	780.54	804.75
12120 INDUSTRIAL DEVELOPMENT OFFICER 1					6
S-A 01/01/94:	710.19	721.10	732.03	742.94	7 5 3 . 8 7
	766.32	777.25	789.67	802.21	
12122 INDUSTRIAL DEVELOPMENT OFFICER 2					6
01/01/94:	933.99	972.97	1011.97	1056.33	1101.61
12124 INDUSTRIAL DEVELOPMENT OFFICER 3					6
01/01/94:	1026.74	1070.39	1115.63	1173.32	1234.15
95100 INFORMATION (BU) AIF16					6
14/02/94:	829.73	862.63	896.83	932.39	969.37
95101 INFORMATION (BU) AIF17					6
14/02/94:	900.68	934.40	969.39	1005.68	1043.35
02701 INFORMATION OFFICER 1					6

01/01/94:	819.19	839.48	861.21	883.01	906.24	
02703 INFORMATION OFFICER 2						6
01/01/94:	901.14	924.52	949.30	975.52	1002.54	
02705 INFORMATION OFFICER 3						6
01/01/94:	1009.85	1046.30	1083.51	1122.91	1163.69	
02707 INFORMATION OFFICER 4						6
01/01/94:	1046.43	1087.94	1130.93	1176.27	1228.54	
12460 INSPECTOR OF SIGNS AND BUILDINGS PERMITS 1						A(36 1/4)
01/01/94:	581.92	598.14	615.01	632.03	651.23	
12462 INSPECTOR OF SIGNS AND BUILDINGS PERMITS 2						3
01/01/94:	849.42	883.87	917.41	960.47	1005.53	
12144 INSPECTOR OF SURVEYS 2						3
01/01/94:	898.07	935.41	980.41	1026.40	1075.23	
05932 INSPECTOR OF VITAL STATISTICS						A (36 1/4)
01/01/94:	649.02	668.21	688.91	709.57	731.80	
07444 INSTRUCTOR 1, ONTARIO POLICE COLLEGE						6
01/01/94:	969.43	1006.40	1045.43	1086.43	1 1 3 1 . 6 8	
	1175.82					
07445 INSTRUCTOR 2, ONTARIO POLICE COLLEGE						6
01/01/94:	1154.75	1211.92	1273.05			
07446 INSTRUCTOR 3, ONTARIO POLICE COLLEGE						6
01/01/94:	1166.03	1224.02	1285.14	1350.33	1417.60	
51074 INSURANCE REPRESENTATIVE						3
01/01/94:	699.28	719.96	742.12	765.74	789.45	
10101 INVESTIGATIVE SOCIAL WORKER OFFICIAL GUARDIAN						3-7
01/01/94:	951.61	979.56	1009.42	1039.19	1 0 7 0 . 9 8	
	1104.54	1138.12				
01/01/95:	951.61	979.56	1009.42	1039.19	1 0 7 0 . 9 8	
	1104.54	1138.12				
13796 INVESTIGATOR 1, AGRICULTURAL PRODUCTS						6
01/01/94:	741.54	763.62	787.24	812.49	837.68	

05670	INVESTIGATOR 1, ONTARIO SECURITIES COMMISSION					6
01/01/94:	890.53	927.19	965.27	1006.22	1048.71	
05672	INVESTIGATOR 2, ONTARIOB SECURITIES COMMISSION					6
01/01/94:	987.93	1029.65	1072.89	1119.02	1168.82	
00926	INVESTIGATOR OF ESTATES					3-7
01/01/94:	646.70	667.04	687.34	707.65	729.42	
07620	LANGUAGE AND CITIZENSHIP TRAINING SPECIALIST 1					3-7
01/01/94:	832.79	868.92	905.13	944.11	984.60	
07602	LECTURER 1, AGRICULTURAL SCHOOL					A (36 1/4)
S-A 01/01/94:	635.62	645.93	656.27	666.60	6 7 6 . 8 8	
	687.22	698.97	709.30	721.10		
07604	LECTURER 2, AGRICULTURAL SCHOOL					A (36 1/4)
01/01/94:	819.77	846.75	875.24	905.32	944.89	
07606	LECTURER 3, AGRICULTURAL SCHOOL					A (36 1/4)
01/01/94:	921.19	960.78	1000.37	1045.57	1091.50	
12174	LEGAL SURVEY EXAMINER 3					A (36 1/4)
01/01/94:	874.01	910.72	950.26	991.37	1035.36	
12176	LEGAL SURVEY EXAMINER 4					6
01/01/94:	962.24	1007.21	1055.10	1110.66	1163.33	
02725	LEGISLATIVE ASSISTANT EDITOR					3
01/01/94:	824.13	851.38	878.57	908.63	936.81	
07960	LIBRARIAN 1					3-7
S-A 01/01/94:	806.09	815.90	827.42	838.84	8 5 0 . 4 0	
	861.83	873.34	884.73	896.22		
07962	LIBRARIAN 2					3-7
01/01/94:	858.56	881.49	906.07	930.63	956.84	
07964	LIBRARIAN 3					3-7
01/01/94:	920.83	947.01	973.27	1001.13	1030.63	
07966	LIBRARIAN 4					3-7

01/01/94:	1077.47	1116.68	1163.93	1212.21	1263.49	
12705 MAINTENANCE OPERATIONS ANALYST						3
01/01/94:	915.46	959.03	1002.10	1056.15	1113.03	
09566 MEAT INSPECTOR 1						4-7
01/01/94:	16.45	16.79	17.22			
01885 NEIGHBOURHOOD/FUNCTIONAL ASSESSOR						A (36 1/4)
01/01/94:	831.43	856.59	883.44	911.83	9 4 0 . 3 9	
	970.58					
01/01/95:	831.43	856.59	883.44	911.83	9 4 0 . 3 9	
	970.58					
03896 NORTHERN AFFAIRS OFFICER 1						6
01/01/94:	762.84	790.90	820.05	850.37	881.93	
03898 NORTHERN AFFAIRS OFFICER 2						6
01/01/94:	840.85	871.98	904.40	938.09	973.16	
09526 NURSING HOME OFFICER, ENVIRONMENTAL HEALTH						A (36 1/4)
01/01/94:	820.51	845.32	871.02	898.48	926.74	
05473 OCCUPATIONAL HEALTH AND SAFETY ADVISOR						A (36 1/4)
01/01/94:	865.89	902.16	939.21	978.40	1018.97	
05469 OCCUPATIONAL HEALTH AND SAFETY INSPECTOR 1						3-7
01/01/94:	734.23	751.54	770.38			
05471 OCCUPATIONAL HEALTH AND SAFETY INSPECTOR B 2						3-7
01/01/94:	881.09	904.25	928.84			
15600 OCCUPATIONAL HYGIENIST						3
01/01/94:	947.86	991.89	1045.53	1110.08	1187.09	
09532 ORGANIZER 2, X-RAY SURVEYS						3
01/01/94:	757.73	780.95	805.65	831.76	858.60	
10505 PARENTAL SUPPORT WORKER						3-7
01/01/94:	916.09	944.43	972.78	1003.68	1032.45	
14160 PARKS PLANNER 1						A (36 1/4)
01/01/94:	725.96	749.42	774.36	800.72	8 2 7 . 1 3	
	863.03					

14163 PARKS PLANNER 2 (BARGAINING UNIT)					A (36 1/4)
01/01/94:	866.48	899.97	938.28	982.33	1029.24
14164 PARKS PLANNER 3					A (36 1/4)
01/01/94:	984.26	1031.13	1080.03	1135.54	1190.14
00960 PERSONALTY VALUATOR 1					3
01/01/94:	876.74	913.06	950.79	989.97	1032.10
15547 PESTICIDES AND TERRESTRIAL EFFECTS OFFICER					3
01/01/94:	919.86	964.77	1009.70	1054.61	1099.53
01/01/95:	919.86	964.77	1009.70	1054.61	1099.53
09600 PESTICIDES CONTROL OFFICER 1					3-7
SA-05 01/01/94:	634.46	644.80	655.06	665.39	6 7 5 . 6 8
	697.80	719.88			
09602 PESTICIDES CONTROL OFFICER 2					3-7
01/01/94:	746.40	771.42	797.21	823.75	859.09
09604 PESTICIDES CONTROL OFFICER 3					3-7
01/01/94:	834.84	866.48	899.97	938.28	959.33
05517 PROGRAM ADVISOR TRAINEE, EARLY CHILDHOOD EDUCATION					6
01/01/94:	876.48	893.79			
05516 PROGRAM ADVISOR, EARLY CHILDHOOD EDUCATION					6
01/01/94:	911.43	932.07	970.67	1010.88	1052.56
01/01/95:	911.43	932.07	970.67	1010.88	1052.56
01880 PROPERTY ASSESSOR 1					A (36 1/4)
S-A 01/01/94:	514.10	526.78	540.92	554.95	5 6 9 . 0 9
	584.58	600.08	617.01		
01882 PROPERTY ASSESSOR 2					A (36 1/4)
01/01/94:	614.88	631.83	650.53	669.78	6 9 0 . 5 2
	711.25				
01884 PROPERTY ASSESSOR 3					A (36 1/4)
01/01/94:	764.80	787.92	812.60	838.69	8 6 4 . 9 4
	892.69				
01886 PROPERTY ASSESSOR 4					A (36 1/4)

01/01/94:	838.32	865.17	892.74	920.32	9 5 8 . 0 6
	998.69				
00481 PROVINCIAL PROSECUTOR					6
01/01/94:	923.70	969.31	1015.91	1065.45	1117.43
01/01/95:	923.70	969.31	1015.91	1065.45	1117.43
09539 PUBLIC HEALTH INSPECTOR 1					A (36 1/4)
01/01/94:	700.01	721.11	743.00	766.36	790.41
09541 PUBLIC HEALTH INSPECTOR 2					A (36 1/4)
01/01/94:	729.92	751.79	775.10	799.86	826.11
09545 PUBLIC HEALTH INSPECTOR 3					A (36 1/4)
01/01/94:	777.98	802.79	829.05	855.28	891.03
01000 REAL ESTATE OFFICER 1					A (36 1/4)
01/01/94:	856.19	886.83	919.45	954.06	972.85
01002 REAL ESTATE OFFICER 2					A (36 1/4)
01/01/94:	901.69	937.24	971.86	1016.37	1 0 3 9 . 0 6
01004 REAL ESTATE OFFICER 3					A (36 1/4)
01/01/94:	981.75	1027.20	1075.67	1125.09	1183.40
17142 RECORDS OFFICER 1					3-7
01/01/94:	764.15	782.98	803.32	823.67	844.00
17144 RECORDS OFFICER 2					3-7
01/01/94:	844.00	865.74	888.93	912.19	936.86
17140 RECORDS OFFICER JUNIOR					3-7
01/01/94:	697.51	712.74	729.32	745.91	764.15
05414 REGIONAL CASE CO-ORDINATOR, HUMAN RIGHTS					6
01/01/94:	959.77	997.86	1037.47	1078.67	1121.51
10114 REHABILITATION EMPLOYMENT OFFICER					3-7
01/01/94:	828.48	852.78	878.75	904.64	9 3 2 . 2 8
	961.46	990.66			
10202 REHABILITATION OFFICER 1, HEALTH					3-7
01/01/94:	598.17	614.46			

10204 REHABILITATION OFFICER 2, HEALTH						3-7
01/01/94:	685.76	707.53	729.27	750.95	774.23	
10206 REHABILITATION OFFICER 3, HEALTH						A (36 1/4)
01/01/94:	731.99	757.33	786.46	813.67	856.87	
41106 RESOURCE TECHNICIAN 4, CONSERVATION OFFICER						4-7
01/01/94:	22.55	23.12	23.69			
14009 RESOURCES MANAGER 1						A (36 1/4)
S-A 01/01/94:	632.14	642.38	652.64	662.93	673.17	
	683.42	695.18	705.43	717.19		
14011 RESOURCES MANAGER 2						A (36 1/4)
01/01/94:	725.96	749.42	774.36	800.72	827.13	
	863.03					
14014 RESOURCES MANAGER 3 A (BARGAINING UNIT)						(36 1/4)
01/01/94:	866.48	899.97	938.28	982.33	1029.24	
14015 RESOURCES MANAGER 4						A (36 1/4)
01/01/94:	947.86	991.89	1040.75	1089.58	1146.08	
05426 RETURNING OFFICER, ONTARIO LABOUR RELATIONS BOARD						3
01/01/94:	649.02	668.21	688.91	709.57	731.80	
05994 REVIEW OFFICER						3
01/01/94:	768.71	792.38	817.50	844.13	871.47	
05996 REVIEW SUPERVISOR 2						3
01/01/94:	892.53	926.34	959.22	1004.25	1051.19	
02850 SAFETY INSTRUCTION OFFICER 1						3-7
01/01/94:	695.34	715.68	737.40	760.60	783.86	
02852 SAFETY INSTRUCTION OFFICER 2						3-7
01/01/94:	757.73	781.20	805.65	831.76	858.60	
02854 SAFETY INSTRUCTION OFFICER 3						A (36 1/4)
01/01/94:	865.89	902.16	939.21	978.40	1018.97	
41301 SECURITY OFFICER 1						4-7
S-A 01/01/94:	16.00	16.29				

41303 SECURITY OFFICER 2						4-7
01/01/94:	16.57	17.00				
41305 SECURITY OFFICER 3						4-7
01/01/94:	17.26	17.57				
41307 SECURITY OFFICER 4						4-7
01/01/94:	17.87	18.20				
14027 SENIOR BIOLOGIST					A (36 1/4)	
01/01/94:	1002.65	1050.41	1100.24	1156.79	1212.42	
05997 SENIOR OPERATIONAL POLICY OFFICER						3
01/01/94:	961.55	998.00	1033.44	1081.99	1132.58	
01/01/95:	961.55	998.00	1033.44	1081.99	1132.58	
14028 SENIOR TEACHER (ONTARIO SCIENCE CENTRE)					A (36 1/4)	
01/01/94:	805.23	832.08	860.45	897.76	9 3 6 . 6 9	
	976.97					
01/01/95:	805.23	832.08	860.45	897.76	9 3 6 . 6 9	
	976.97					
05942 SERVICE AREAS INSPECTOR						3
01/01/94:	712.54	734.72	756.91	780.52	805.69	
05940 SERVICE AREAS MANAGER						6
01/01/94:	801.47	831.49	860.60	892.53	924.46	
30600 SHERIFF'S OFFICER 1						3-7
01/01/94:	591.77	608.71	625.55	644.52	663.77	
30602 SHERIFF'S OFFICER 2						3-7
01/01/94:	668.21	688.91	709.57	731.80	753.93	
30604 SHERIFF'S OFFICER 2A						3-7
01/01/94:	750.78	774.07	797.31	822.32	847.23	
01/01/95:	750.78	774.07	797.31	822.32	847.23	
10159 STAFF TRAINING OFFICER, COMM & SOCIAL SERVS (BARGAINING UNIT)						3
01/01/94:	766.76	793.21	821.24	850.82	881.93	
02200 STATISTICIAN 1						6
S-A 01/01/94:	627.70	637.97	648.25	658.49	6 6 8 . 7 8	
	679.02	689.27	700.98	711.27		

02202	STATISTICIAN 2					6
01/01/94:	728.89	752.35	777.29	803.64	830.04	
02204	STATISTICIAN 3					6
01/01/94:	888.73	926.83	966.40	1008.92	1 0 5 2 . 9 4	
02206	STATISTICIAN 4					6
01/01/94:	1063.73	1118.31	1170.97	1240.86	1310.77	
12707	STRUCTURAL TECHNICIAN					3
01/01/94:	979.82	1016.86	1064.43	1114.07	1167.99	
01810	SUPERVISOR 1, MUNICIPAL ORGANIZATION AND ADMINISTRATION					6
01/01/94:	760.60	783.86	808.54	834.68	862.27	
01812	SUPERVISOR 2, MUNICIPAL ORGANIZATION AND ADMINISTRATION					6
01/01/94:	927.62	966.63	1007.11	1049.74	1098.85	
01808	SUPERVISOR MUNICIPAL ORGANIZATION AND ADMINISTRATION					6
S-A 01/01/94:	617.57	625.88	635.81	644.50	6 5 4 . 6 6	
	664.85	675.00	685.16	695.34		
03531	SUPERVISOR OF OPERATIONS (BARGAINING UNIT)					3-7
01/01/94:	842.76	873.75	906.62	944.18	987.35	
17152	SYSTEMS OFFICER 1					6
01/01/94:	715.68	737.40	760.60	783.86	808.54	
17154	SYSTEMS OFFICER 2					6
01/01/94:	796.92	823.07	849.18	884.06	9 2 0 . 3 2	
17156	SYSTEMS OFFICER 3					6
01/01/94:	888.76	920.70	963.87	1007.07	1 0 5 4 . 0 1	
17158	SYSTEMS OFFICER 4					6
01/01/94:	954.47	997.70	1044.63	1092.50	1148.82	
17160	SYSTEMS OFFICER 5					6
01/01/94:	1027.71	1075.60	1130.06	1182.61	1250.23	
17150	SYSTEMS OFFICER JUNIOR					6

S-A	01/01/94:	569.18	584.41	600.98	617.57	6 3 5 . 8 1
		654.66	675.00	695.34	715.68	
03300 TAX AUDITOR 1						A (36 1/4)
01/01/94:	635.81	654.66	675.00	695.34	7 1 5 . 6 8	
	737.40					
03302 TAX AUDITOR 2						A (36 1/4)
01/01/94:	712.76	734.50	757.73	780.95	8 0 5 . 6 5	
	831.76					
03304 TAX AUDITOR 3						A (36 1/4)
01/01/94:	857.92	885.48	915.23	947.14	9 8 6 . 3 7	
	1027.76					
12114 TECHNICAL CONSULTANT 1						6
01/01/94:	1097.56	1153.14	1213.39	1276.72	1341.92	
06080 TECHNICIAN 1, FUEL						3-7
S-A 01/01/94:	565.05	575.31	586.80			
06082 TECHNICIAN 2, FUEL						3-7
01/01/94:	812.06	833.61	855.14			
06084 TECHNICIAN 3, FUEL						3-7
01/01/94:	860.50	883.41	907.59			
07856 TOPONYMIST						A (36 1/4)
01/01/94:	882.68	906.36	929.95	955.15	981.90	
02790 TRANSLATOR 1						3-7
01/01/94:	798.43	821.61	846.29	872.41	898.57	
02792 TRANSLATOR 2						3-7
01/01/94:	908.72	944.97	981.30	1020.45	1061.14	
02794 TRANSLATOR 3						3-7
01/01/94:	990.01	1029.18	1069.80	1113.40	1167.09	
06010 TRANSPORTATION COMPLIANCE PROGRAM ADMINISTRATOR						3
01/01/94:	948.05	992.07	1040.95	1089.78	1146.29	
06007 TRANSPORTATION ENFORCEMENT INVESTIGATOR						3-7

01/01/94:	901.83	939.23	978.43	1019.08	1 0 6 2 . 6 2
	1108.76				
06001 TRANSPORTATION ENFORCEMENT OFFICER 1					3-7
S-A 01/01/94:	761.08	781.40			
T1					
06003 TRANSPORTATION ENFORCEMENT OFFICER 2					3-7
01/01/94:	848.83	873.80	902.06		
T1					
06005 TRANSPORTATION ENFORCEMENT OFFICER 3					3-7
01/01/94:	891.97	920.58	954.78		
51080 TRAVEL COUNSELLOR 1					3-7
S-A 01/01/94:	552.08	563.35	576.00	588.65	601.32
51082 TRAVEL COUNSELLOR 2					3-7
01/01/94:	616.84	630.86	644.96	660.48	675.95
51084 TRAVEL COUNSELLOR 3					3-7
01/01/94:	634.50	651.50	670.25	690.82	710.51
61512 UTILITY PLANT PROCESS & COMPLIANCE TECHNOLOGIST					3-7
01/01/94:	916.82	943.73	972.12	1001.97	1035.58
01/01/95:	916.82	943.73	972.12	1001.97	1035.58
05998 VEHICLE INSPECTION ADMINISTRATOR					3
01/01/94:	948.05	992.07	1040.95	1089.78	1146.29
T1					
09570 VETERINARY SCIENTIST 1					A (36 1/4)
01/01/94:	780.11	806.39	834.10	870.59	907.06
09572 VETERINARY SCIENTIST 2					A (36 1/4)
01/01/94:	863.32	899.78	939.16	980.03	1022.37
10090 VOLUNTEER SERVICES ASSISTANT					4-7
01/01/94:	798.36	816.08	834.27	852.86	873.00
10092 VOLUNTEER SERVICES ORGANIZER					6
01/01/94:	895.73	915.93	937.66	959.40	981.96
10500 WELFARE FIELD WORKER (PROBATIONARY)					3-7

01/01/94:	741.28						
10501 WELFARE FIELD WORKER 1							3-7
01/01/94:	777.02	795.10	814.07	833.01	8	5 3 . 4 9	
10503 WELFARE FIELD WORKER 2							3-7
01/01/94:	848.67	869.49	891.89	914.30	936.65		
10570 WORKERS' COMPENSATION ADVISER 1							6
01/01/94:	819.73	844.67	871.50	898.28	926.87		
10572 WORKERS' COMPENSATION ADVISER 2							6
01/01/94:	1008.29	1046.14	1090.14	1135.99	1183.50		
02293 WORKERS' COMPENSATION CONSULTANT							6
01/01/94:	1051.08	1104.38	1157.70	1211.01	1264.33		
01/01/95:	1051.08	1104.38	1157.70	1211.01	1264.33		

The following classifications apply to employees with an appointment status of student and GO Temp:

GT100	ADM - OPEN CLASS	
	14/02/94: No established rate. This classification was established for pay purposes to meet the specific requirements of ministries where no equivalent GO Temp classification exists.	
	[This class expires on May 31, 1996, as per Article 34.3.1 of the Central Collective Agreement]	
GT101	ACCOMMODATION OFFICER	3
14/02/94:	16.50	
GT102	ECONOMIST 1	3
14/02/94:	16.79	
GT103	ECONOMIST 2	3
14/02/94:	20.15	
GT104	ECONOMIST 3	3
14/02/94:	22.13	
GT105	EDITOR COPY	3
14/02/94:	26.69	

GT106	EDITOR TECHNICAL PUBLICATIONS	3
14/02/94:	19.03	
GT107	EMPLOYMENT STANDARDS AUDITOR 1	3
14/02/94:	14.15	
GT108	EMPLOYMENT STANDARDS AUDITOR 2	3
14/02/94:	18.57	
GT109	EMPLOYMENT STANDARDS REPRESENTATIVE 1	3
14/02/94:	14.50	
GT110	EMPLOYMENT STANDARDS REPRESENTATIVE 2	3
14/02/94:	16.30	
GT111	EMPLOYMENT STANDARDS REPRESENTATIVEB 3	3
14/02/94:	21.95	
GT112	FINANCIAL OFFICER 1	3
14/02/94:	17.00	
GT113	FINANCIAL OFFICER 2	3
14/02/94:	19.74	
GT114	FINANCIAL OFFICER 3	3
14/02/94:	21.50	
GT115	FINANCIAL OFFICER 4	3
14/02/94:	23.72	
GT116	FINANCIAL OFFICER 5	3
14/02/94:	31.79	
GT117	HUMAN RIGHTS OFFICER 1	3
14/02/94:	18.54	
GT118	HUMAN RIGHTS OFFICER 2	3
14/02/94:	20.50	
GT119	INFORMATION OFFICER 1	3
14/02/94:	17.17	
GT120	INFORMATION OFFICER 2	3
14/02/94:	19.35	

GT121	INFORMATION OFFICER 3	3
14/02/94:	22.36	
GT122	LABOUR RELATIONS FIELD OFFICER	3
14/02/94:	21.14	
GT123	LANGUAGE INSTRUCTOR	3
14/02/94:	27.13	
GT124	LIBRARIAN 1	3
14/02/94:	19.71	
GT125	LIBRARIAN 2	3
14/02/94:	21.09	
GT126	LIBRARIAN 3	3
14/02/94:	22.71	
GT127	LIBRARIAN 4	3
14/02/94:	24.81	
GT128	OCCUPATIONAL HEALTH AND SAFETY INSPECTOR	3
14/02/94:	21.14	
GT129	RECORDS OFFICER 1	3
14/02/94:	14.11	
GT130	RECORDS OFFICER 2	3
14/02/94:	15.97	
GT131	RECORDS OFFICER 3	3
14/02/94:	18.19	
GT132	SECURITY OFFICER 1	4
14/02/94:	12.56	
GT133	SECURITY OFFICER 2	4
14/02/94:	13.64	
GT143	STUDENT QUEBEC EXCHANGE	
14/02/94:	8.25	
[Hours of work schedule is according to the position of the employee.]		
GT134	SYSTEMS OFFICER 1	3
14/02/94:	17.83	

GT135	SYSTEMS OFFICER 2	3
14/02/94:	20.02	
GT136	SYSTEMS OFFICER 3	3
14/02/94:	22.53	
GT137	TRANSLATOR	3
14/02/94:	18.81	
GT138	TRAVEL COUNSELLOR 1	3
14/02/94:	11.24	
GT139	TRAVEL COUNSELLOR 2	3
14/02/94:	13.60	
GT140	TRAVEL COUNSELLOR 3	3
14/02/94:	15.43	
GT141	WELFARE FIELD WORKER 1	3
14/02/94:	19.86	
GT142	WELFARE FIELD WORKER 2	3
14/02/94:	21.63	

THIS COLLECTIVE AGREEMENT

made on the 30th day of August, 1996

between

THE CROWN IN RIGHT OF ONTARIO

Represented by Management Board of Cabinet

(Hereinafter referred to as the "Employer")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as the "Union")

for the

CORRECTIONAL BARGAINING UNIT

CORRECTIONAL BARGAINING UNIT COLLECTIVE AGREEMENT

TABLE OF CONTENTS

ARTICLE	PAGE
PART A - WORKING CONDITIONS	
COR1 Recognition	178
COR2 Hours of Work	178
Schedule 3 and 3.7	178
Schedule 4 and 4.7	178
Schedule 6	178
Schedule A	178
COR3 Days Off	179
COR4 Scheduled Tour of Duty or Shift	179
COR5 Shift Schedules	179
COR6 Shift Premium	180
COR7 Rest Periods	180
COR8 Overtime	180
COR9 Call Back	181
COR10 Stand-by Time	181
COR11 On-Call Duty	182
COR12 Meal Allowance	183
COR13 Holiday Payment	184
PART B - REGULAR PART-TIME CIVIL SERVANTS	
COR14 Overtime	185
COR15 Stand-by Time	185
PART C - SALARY AND TERM	
COR16 Salary	186
Implementation	186
COR17 Term of Agreement	186
PART D - APPENDICES	
Appendix COR1 - Schedule A -Averaging of Hours of Work	188
Appendix COR2 - Custodial Responsibility Allowance	190
Appendix COR3 - Probation Officers Allowance	192
SALARY SCHEDULE	193

PART A - WORKING CONDITIONS

ARTICLE COR1 - RECOGNITION

COR1.1 The Ontario Public Service Employees Union (OPSEU) is recognized as the exclusive bargaining agent for all employees in the Correctional Bargaining Unit including the classifications listed in the Salary Schedule of this Collective Agreement, as may be amended by agreement of the parties from time to time. Such employees include classified and unclassified employees, students, GO Temps and such other employees as may be mutually agreed.

ARTICLE COR2 - HOURS OF WORK

COR2.1 SCHEDULE 3 and 3.7

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

COR2.2 SCHEDULE 4 and 4.7

The normal hours of work for employees on these schedules shall be forty (40) hours per week and eight (8) hours per day.

COR2.3 SCHEDULE 6

The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36 1/4) hours per week.

COR2.4 SCHEDULE A

Averaging of Hours of Work - see Appendix COR1 (Schedule A - Averaging of Hours of Work) attached.

COR2.5 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.

COR2.6 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When the transfer occurs, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly.

ARTICLE COR3 - DAYS OFF

- COR3.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the ministry.

ARTICLE COR4 - SCHEDULED TOUR OF DUTY OR SHIFT

- COR4.1 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

ARTICLE COR5 - SHIFT SCHEDULES

- COR5.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he or she shall be paid time and one-half (1 1/2) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministry's control.
- COR5.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1 1/2) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article COR8 (Overtime) or Article COR9 (Call Back).
- COR5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.
- COR5.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.
- COR5.5 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.

ARTICLE COR6 - SHIFT PREMIUM

- COR6.1.1 Effective January 1, 1992, an employee shall receive a shift premium of fifty-two cents (52¢) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-two cents (52¢) per hour premium shall be paid for all hours worked.
- COR6.1.2 Effective January 1, 1992, an employee shall receive a shift premium of sixty-two cents (62¢) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the sixty-two cents (62¢) per hour premium shall be paid for all hours worked.
- COR6.2 Notwithstanding Articles COR6.1.1 and COR6.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- COR6.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- COR6.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

ARTICLE COR7 - REST PERIODS

- COR7.1 The present practice for rest periods in each shift shall be maintained.

ARTICLE COR8 - OVERTIME

- COR8.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1 1/2) times the employee's basic hourly rate.
- COR8.2.1 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- COR8.2.2 In this article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.
- COR8.3.1 Employees in Schedules 3.7 and 4.7 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall be paid at the overtime rate.
- COR8.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- COR8.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall receive compensating

leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.

- COR8.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- COR8.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- COR8.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off, shall receive equivalent time off.
- COR8.7.2 Notwithstanding Article COR8.7.1 and Article COR13.7 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1 1/2) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36 1/4) hours per week, for all such work after eight (8) hours in a 24-hour period.

ARTICLE COR9 - CALL BACK

- COR9.1 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of four (4) hours' pay at one and one-half (1 1/2) times his or her basic hourly rate.

ARTICLE COR10 - STAND-BY TIME

- COR10.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the workplace.
- COR10.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- COR10.3 Where stand-by is not previously authorized in writing, payment as per Article COR10.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

COR10.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half (1/2) his or her basic hourly rate with a minimum credit of four (4) hours pay at his or her basic hourly rate.

ARTICLE COR11 - ON-CALL DUTY

COR11.1 "On-Call Duty" means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond within a reasonable time to a request for:

(a) recall to the work place, or

(b) the performance of other work as required.

COR11.2 It is understood that a return to the workplace may not be necessary in all situations.

COR11.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles COR11.1(a) or COR11.1(b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.

COR11.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.

COR11.5 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.

COR11.6 Where on-call is not previously authorized in writing, payment as per Article COR11.7 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.

COR11.7 Where an employee is required to be on-call, he or she shall receive one dollar (\$1.00) per hour for all hours that he or she is required to be on-call.

ARTICLE COR12 - MEAL ALLOWANCE

COR12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six dollars (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.

- COR12.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his or her work place.
- COR12.2.1 Cost of meals may be allowed only:
- COR12.2.2 If during a normal meal period the employee is travelling on government business other than:
- (a) on patrol duties, except as provided under Article COR12.2.3, or
 - (b) within twenty-four (24) kilometres of his or her assigned headquarters, or
 - (c) within the metropolitan area in which he or she is normally working;
- COR12.2.3 If an employee on patrol duties is reimbursed for overnight accommodation required for the trip;
- COR12.2.4 If, in an unusual non-recurring situation, the department head authorizes such payment;
- COR12.2.5 If, in any recurring situation, Management Board has authorized such payments because of the special nature of the assignments.
- COR12.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- COR12.4 The total cost of meals for each day is to be shown.
- COR12.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.
- COR12.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Crown employees, he or she may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.
- COR12.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

ARTICLE COR13 - HOLIDAY PAYMENT

- COR13.1 Where an employee works on a holiday included under Article 47 (Holidays) of the Central Agreement, he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7 1/4), eight (8), or the number of regularly scheduled hours, as applicable.
- COR13.2 In addition to the payment provided by Article COR13.1, an employee who works on the holiday shall receive either seven and one-quarter (7 1/4) or eight (8) hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter (7 1/4) or eight (8) hours as applicable, provided the employee opts for compensating leave prior to the holiday.
- COR13.3 It is understood that Articles COR13.1 and COR13.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- COR13.4 When a holiday included under Article 47 (Holidays) of the Central Agreement coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.
- COR13.5 Any compensating leave accumulated under Articles COR13.2 and COR13.4 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- COR13.6 Any compensating leave accumulated under Articles COR13.2 and COR13.4 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- COR13.7 Notwithstanding anything in Article COR13, employees who are in classifications assigned to Schedule 6 and who are required to work on a holiday included in Article 47 (Holidays) of the Central Agreement shall receive equivalent time off.

PART B - REGULAR PART-TIME CIVIL SERVANTS

ARTICLE COR14 - OVERTIME

- COR14.1.1 "Overtime" means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7 1/4) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day.

- COR14.1.2 In the distribution of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- COR14.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate.
- COR14.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- COR14.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- COR14.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- COR14.5 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.
- COR14.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

ARTICLE COR15 - STAND-BY TIME

- COR15.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the work place.
- COR15.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- COR15.3 Where stand-by is not previously authorized in writing, payment as per Article COR15.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

COR15.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one-half (1/2) his or her basic hourly rate with a minimum credit of two (2) hours pay at his or her basic hourly rate.

PART C - SALARY AND TERM

ARTICLE COR16 - SALARY

- COR16.1 (a) Effective January 1, 1994, salary rates in effect December 31, 1993, will be maintained to December 31, 1998. Classifications with an effective date later than January 1, 1994, shall maintain the salary rate of that date until December 31, 1998.
- (b) The salary rates for all classifications are contained in the Salary Schedule attached.
- (c) For greater clarity, the requirement for unpaid leave days and related salary reductions provided for in the Social Contract Act Sectoral Agreement and the OPSEU Appendix are in effect only until March 31, 1996.
- (d) Effective April 1, 1996, the practice of merit increases will resume on the employee's normal anniversary date subsequent to March 31, 1996.

IMPLEMENTATION

- COR16.2 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

ARTICLE COR17 - TERM OF AGREEMENT

- COR17.1 This Agreement covers the period from January 1, 1994, to December 31, 1998. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be March 31, 1996. This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the Labour Relations Act, 1995, and the Crown Employees Collective Bargaining Act, 1993.

Signed this 30th day of August, 1996, in Toronto, Ontario.

FOR THE UNION:

DANIEL MURPHY
DAVID GRAVES
ROD TAYLOR

FOR THE EMPLOYER:

LINDA BARBER
LAURIE OUDYK
GENEVIEVE BLAIS

GAIL MAZARA
JOHN WATSON
PAUL LANE
DARYL PITFIELD
MARTHA MERCER-DESANTIS
BRIAN GOULD
LEAH CASSELMAN

DENNIS BOLTON
DWIGHT CARROLL
JIM CASSIDY
JUDE LAKE
BEV THOMPSON
TONY WALLEN
JOE WHIBBS

PART D - APPENDICES

APPENDIX COR1

SCHEDULE A - AVERAGING OF HOURS OF WORK

Schedule A Averaging Of Hours Of Work

The number of hours of work per week prescribed shall be computed as a weekly average over one (1) year, where the duties of a civil servant require:

- that he or she work more than the number of hours per week prescribed at regularly recurring times of the year, or
- that the number of hours per week be normally irregular.

Averaging Period:

The averaging period for each class and/or position:

- will conform to the twelve (12) month calendar period which reflects the work cycle of that class and/or position, and
- will be reported to the bargaining agent.

Prorating:

Periods of employment of less than twelve (12) months in an averaging period (e.g., due to appointment, transfer, separation, etc.) will be prorated.

Hours Per Averaging Period:

The hours of work required shall correspond to a thirty-six and one-quarter (36 1/4) hour week or a forty (40) hour week averaged over the twelve (12) month calendar period.

Changes to Hours Per Averaging Period:

If at any time, a ministry requires a different hours base for a class or for a position within a class (e.g., equivalent of forty (40) hours per week instead of thirty-six and one-quarter (36 1/4) hours per week), the ministry must:

- alter the affected employees' salaries proportionately, and

- notify the Negotiations Secretariat, Management Board Secretariat, and the Union of any such changes.

Record of Hours Worked:

A record will be maintained for each employee affected showing a running total of hours worked:

- on his or her regular working days, and
- during the averaging period.

Excessive Buildup of Hours Worked:

When an employee's buildup of hours worked is becoming excessive, he or she:

- may be required to take time off on an hour-for-hour basis, in order to bring his or her hours accumulation into line with the hours requirement for the averaging period, and
- will be given reasonable notice, where circumstances permit, of any such time off.

Calculation of Hourly Rate:

In all cases, the basic hourly rate of pay for employees on averaging is to be determined by dividing the weekly rate of the class by thirty-six and one-quarter ($36 \frac{1}{4}$) or forty (40) as applicable, unless the basic hourly rate of pay already exists.

Hours Worked Over Annual Requirement:

At the end of the averaging period, any excess hours standing to the employee's credit over and above the annual hours requirement will be considered as overtime.

Normally, the employee shall be paid for his or her overtime credits. Such payment shall be based on the basic hourly rate he or she was receiving on the last day of the averaging period. Compensating time off may be substituted for payment of overtime credits as follows:

- (a) Where there is insufficient work for an employee to the extent that his or her presence is not required for a period of time, in which case:
 - a ministry has the authority to direct that the employee take time off rather than receive pay for the overtime credits, and
 - such time off must be taken commencing during the first month of the next averaging period;

or

- (b) In circumstances other than the above and where the employee and his or her supervisor mutually agree to compensating leave, in which case the time off will commence:
 - within the first month of the next averaging period, or
 - at an otherwise mutually satisfactory time.

Hours Worked on Holidays or Other Than Regular Workdays:

- a) All hours worked on a holiday included under Article 47 (Holidays) of the Central Agreement shall be paid at the rate of two (2) times the basic hourly rate that the employee was receiving when the holiday was worked.
- b) All hours worked on a day that is not a regular working day for the employee will be treated as overtime and based on the rate he or she was receiving when the overtime was worked.

APPENDIX COR2

CUSTODIAL RESPONSIBILITY ALLOWANCE

September 23, 1985 revised March 29, 1996

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

Dear Mr. Todd:

Re: Custodial Responsibility Allowance (K1) - Article 7.8 of the Central Agreement

This will confirm that effective January 1, 1984, a Custodial Responsibility Allowance of two thousand dollars (\$2,000.00) per year is payable to employees of the Ministry of the Solicitor General and Correctional Services and employees working in training schools operated by the Ministry of Community and Social Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
- (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of inmates or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home

Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;

- (c) (i) they are required, for the major portion of their working time, to direct inmates or wards engaged in beneficial labour;

or

- (ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of inmates or wards engaged in beneficial labour;

and

- (d) they are responsible for the custody of inmates or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - \$38.40/week
- hourly rated classes:
 - 40 hour week - \$0.96/hour
 - 36 1/4 hour week - \$1.06/hour

Yours truly,

P. Mooney
Senior Staff Relations Officer

APPENDIX COR3

PROBATION OFFICERS ALLOWANCE

March 29, 1996

Mr. B. Gould
Negotiator
Correctional Bargaining Unit
Ontario Public Service Employees Union

Dear Mr. Gould:

Re: Probation Officers Allowance

This will confirm that in recognition of the additional and flexible hours worked by Probation Officers within the Ministry of the Solicitor General and Correctional Services, and the Ministry of Community and Social Services, the parties hereby agree to the following terms for Probation Officers Allowance, effective the date of ratification of this agreement:

Probation Officers in the Correctional Bargaining Unit will be entitled to a minimum of five (5) days off with pay and no loss of credits in a calendar year.

This allowance will be prorated for periods of active employment of less than one (1) year and may be advanced to the employee on January 1st of each year.

The five (5) days described above shall be used within the calendar year or be forfeited, except where the employee is prohibited from using the allowance due to operational requirements. In such cases, an extension may be granted by the employee's manager upon written request of the employee, but in any event an extension will not be granted beyond March 1st of the following year.

Additional time off with pay and with no loss of credits may be granted at the discretion of the manager of the employee concerned.

All time off under this allowance shall be granted in a manner so as not to interfere with operational requirements.

It is understood by the parties that this agreement will supersede any other pre-existing agreements on this subject; however, any time credits earned under a pre-existing agreement will be carried over to this agreement on a prorated basis, and be treated in accordance with the terms of this agreement.

Yours sincerely,

Linda Barber
Corporate Staff Relations Officer

SALARY SCHEDULE

CORRECTIONAL BARGAINING UNIT

The following classifications apply to employees with an appointment status of classified, unclassified and student:

[S-A = semi-annual progression]

	HOURS OF WORK SCHEDULE
50090 ATTENDANT 1, OAK RIDGE 01/01/94: 17.39 18.87	4-7
50092 ATTENDANT 2, OAK RIDGE 01/01/94: 18.72 20.22 21.39	4-7
50094 ATTENDANT 3, OAK RIDGE 01/01/94: 21.39 21.86 22.44	4-7
50096 ATTENDANT 4, OAK RIDGE 01/01/94: 21.84 22.38 22.97	4-7
51218 CANNERY SUPPLY OFFICER 01/01/94: 18.57 18.90 19.11 01/01/95: 18.57 18.90 19.11	4-7
51219 CANNERY SUPPLY OFFICER, GROUP LEADER 01/01/94: 22.08 22.36 22.92 01/01/95: 22.08 22.36 22.92	4-7
50553 CITY CREW OFFICER 01/01/94: 21.86 22.44 23.03	4-7
93008 CORRECTIONAL LOCKSMITH 01/01/94: 20.14 20.66 01/01/95: 20.14 20.66	4-7
50561 CORRECTIONAL OFFICER 1 01/01/94: 17.39 18.87	4-7
50563 CORRECTIONAL OFFICER 2 01/01/94: 18.72 20.22 21.39	4-7
50565 CORRECTIONAL OFFICER 3 01/01/94: 21.39 21.86 22.44	4-7
93009 GROUNDS/MAINTENANCE WORKER	4-7

01/01/94:	17.22	17.56	17.93						
07556 HAIRDRESSER INSTRUCTOR									4
01/01/94:	19.22	20.87	22.02						
50550 INDUSTRIAL OFFICER 1									4-7
01/01/94:	20.80	21.39	21.86						
50552 INDUSTRIAL OFFICER 2									4-7
01/01/94:	21.86	22.44	23.03						
50554 INDUSTRIAL OFFICER 3									4-7
01/01/94:	23.76	24.36	25.03						
09480 OBSERVATION AND DETENTION HOME WORKER 1									4-7
01/01/94:	15.85	17.34	18.40						
09482 OBSERVATION AND DETENTION HOME WORKER 2									4-7
01/01/94:	16.43	17.96	18.44	19.55					
09484 OBSERVATION AND DETENTION HOME BWORKER 3									4-7
01/01/94:	19.18	19.69	20.25	20.79					
10170 PROBATION OFFICER 1									6
S-A 01/01/94:	669.14	688.93	710.23	731.64	7	5	4	.	6 7
	777.70	801.62							
10172 PROBATION OFFICER 2									6
01/01/94:	852.56	879.71	907.67	937.31	968.52				
50540 PROVINCIAL BAILIFF 1									4
01/01/94:	21.82	22.38	22.97						
50541 PROVINCIAL BAILIFF 2									4
01/01/94:	22.38	22.97	23.53						
50492 RECREATION OFFICER 1, CORRECTIONAL SERVICES									4-7
01/01/94:	18.07	19.61	20.70						
50494 RECREATION OFFICER 2, CORRECTIONAL SERVICES									4-7
01/01/94:	19.06	20.59	21.83						
50495 RECREATION OFFICER 3, CORRECTIONAL SERVICES (BARGAINING UNIT)									4-7
10216 REHABILITATION OFFICER 1, CORRECTIONAL SERVICES									3-7

01/01/94:	625.16	643.70	662.55	682.84	
10218 REHABILITATION OFFICER 2, CORRECTIONAL SERVICES					3-7
01/01/94:	720.47	742.35	765.88	789.37	814.43
40113 STEAM PLANT ENGINEER/OFFICER					4-7
01/01/94:	21.41	21.86			
01/01/95:	21.41	21.86			
50515 SUPERVISOR OF JUVENILES 1					4-7
01/01/94:	17.10	18.58			
50516 SUPERVISOR OF JUVENILES 2					4-7
01/01/94:	18.39	19.90	21.06		
07550 TRADE INSTRUCTOR 1					4-7
01/01/94:	17.13	18.59	19.71		
07552 TRADE INSTRUCTOR 2					4-7
01/01/94:	18.49	20.08	21.18		
07554 TRADE INSTRUCTOR 3					4-7
01/01/94:	23.98	24.62	25.29		
50104 VOCATIONAL INSTRUCTION OFFICER 1, OAK RIDGE					4-7
01/01/94:	21.53	22.13	22.61		
50106 VOCATIONAL INSTRUCTION OFFICER 2, OAK RIDGE					4-7
01/01/94:	22.61	23.22	23.81		

The following classifications apply to employees with an appointment status of student and GO Temp:

GT200	COR - OPEN CLASS 14/02/94: No established rate. This classification was established for pay purposes to meet the specific requirements of ministries where no equivalent GO Temp classification exists. [This class expires on May 31, 1996, as per Article 34.3.1 of the Central Collective Agreement]
GT201	STUDENT QUEBEC EXCHANGE 14/02/94: 8.25 [Hours of work schedule is according to the position of the employee.]

THIS COLLECTIVE AGREEMENT

made on the 30th day of August, 1996

between

THE CROWN IN RIGHT OF ONTARIO

Represented by Management Board of Cabinet

(Hereinafter referred to as the "Employer")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as the "Union")

for the

INSTITUTIONAL AND HEALTH CARE BARGAINING UNIT

INSTITUTIONAL AND HEALTH CARE BARGAINING UNIT COLLECTIVE AGREEMENT

TABLE OF CONTENTS

ARTICLE	PAGE
PART A - WORKING CONDITIONS	
IHC1 Recognition	199
IHC2 Hours of Work	199
Schedule 3 and 3.7	199
Schedule 4 and 4.7	199
Schedule 6	199
Schedule A	199
IHC3 Days Off	200
IHC4 Scheduled Tour of Duty or Shift	200
IHC5 Shift Schedules	200
IHC6 Shift Premium	201
IHC7 Rest Periods	201
IHC8 Overtime	201
IHC9 Call Back	202
IHC10 Stand-by Time	202
IHC11 On-Call Duty	203
IHC12 Meal Allowance	204
IHC13 Holiday Payment	205
PART B - REGULAR PART-TIME CIVIL SERVANTS	
IHC14 Overtime	206
IHC15 Stand-by Time	206
PART C - SALARY AND TERM	
IHC16 Salary	207
Implementation	207
IHC17 Term of Agreement	208
PART D - APPENDICES	
Appendix IHC1 - Schedule A - Averaging of Hours of Work	209
Appendix IHC2 - Custodial Responsibility Allowance	211
Appendix IHC3 - Training and Development	213
Appendix IHC4 - Article IHC2 - Schedule 5 Employees	213
Appendix IHC5 - Compressed Work Week Arrangements	214
Appendix IHC6 - Addendum to the Institutional and Health Care Collective Agreement	215
GENERAL NOTES AND ALLOWANCES	216

SALARY SCHEDULE	219
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PART A - WORKING CONDITIONS

ARTICLE IHC1 - RECOGNITION

- IHC1.1 The Ontario Public Service Employees Union (OPSEU) for the purpose of this Collective Agreement is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees contained within the Institutional and Health Care Bargaining Unit.
- IHC1.2 For greater certainty, such employees include classified and unclassified employees, students, GO Temps and such other employees as may be mutually agreed.
- IHC1.3 For greater certainty, this Agreement shall apply to the employees in the Institutional and Health Care Bargaining Unit and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties.

ARTICLE IHC2 - HOURS OF WORK

- IHC2.1 SCHEDULE 3 and 3.7
- The normal hours of work for employees on these schedules shall be thirty-six and one-quarter (36 1/4) hours per week and seven and one-quarter (7 1/4) hours per day.
- IHC2.2 SCHEDULE 4 and 4.7
- The normal hours of work for employees on these schedules shall be forty (40) hours per week and eight (8) hours per day.
- IHC2.3 SCHEDULE 6
- The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36 1/4) hours per week.
- IHC2.4 SCHEDULE A
- Averaging of Hours of Work - see Appendix IHC1 (Schedule A - Averaging of Hours of Work) attached.
- IHC2.5 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.

IHC2.6 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When the transfer occurs, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly.

ARTICLE IHC3 - DAYS OFF

IHC3.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the ministry.

ARTICLE IHC4 - SCHEDULED TOUR OF DUTY OR SHIFT

IHC4.1 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

ARTICLE IHC5 - SHIFT SCHEDULES

IHC5.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he or she shall be paid time and one-half (1 1/2) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministry's control.

IHC5.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1 1/2) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article IHC8 (Overtime) or Article IHC9 (Call Back).

IHC5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.

IHC5.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.

IHC5.5 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.

ARTICLE IHC6 - SHIFT PREMIUM

- IHC6.1.1 Effective January 1, 1992, an employee shall receive a shift premium of fifty-two cents (52¢) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-two cents (52¢) per hour premium shall be paid for all hours worked.
- IHC6.1.2 Effective January 1, 1992, an employee shall receive a shift premium of sixty-two cents (62¢) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the sixty-two cents (62¢) per hour premium shall be paid for all hours worked.
- IHC6.2 Notwithstanding Articles IHC6.1.1 and IHC6.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- IHC6.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- IHC6.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

ARTICLE IHC7 - REST PERIODS

- IHC7.1 The present practice for rest periods in each shift shall be maintained.

ARTICLE IHC8 - OVERTIME

- IHC8.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1 1/2) times the employee's basic hourly rate.
- IHC8.2.1 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- IHC8.2.2 In this article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.
- IHC8.3.1 Employees in Schedules 3.7 and 4.7 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall be paid at the overtime rate.
- IHC8.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.

- IHC8.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.
- IHC8.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- IHC8.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- IHC8.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off, shall receive equivalent time off.
- IHC8.7.2 Notwithstanding Article IHC8.7.1 and Article IHC13.7 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1 1/2) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36 1/4) hours per week, for all such work after eight (8) hours in a 24-hour period.

ARTICLE IHC9 - CALL BACK

- IHC9.1 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of four (4) hours' pay at one and one-half (1 1/2) times his or her basic hourly rate.

ARTICLE IHC10 - STAND-BY TIME

- IHC10.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the workplace.
- IHC10.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.

- IHC10.3 Where stand-by is not previously authorized in writing, payment as per Article IHC10.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- IHC10.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half (1/2) his or her basic hourly rate with a minimum credit of four (4) hours pay at his or her basic hourly rate.

ARTICLE IHC11 - ON-CALL DUTY

- IHC11.1 "On-Call Duty" means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond within a reasonable time to a request for:
- (a) recall to the work place, or
 - (b) the performance of other work as required.
- IHC11.2 It is understood that a return to the workplace may not be necessary in all situations.
- IHC11.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles IHC11.1(a) or IHC11.1(b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.
- IHC11.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.
- IHC11.5 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.
- IHC11.6 Where on-call is not previously authorized in writing, payment as per Article IHC11.7 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.
- IHC11.7 Where an employee is required to be on-call, he or she shall receive one dollar (\$1.00) per hour for all hours that he or she is required to be on-call.

ARTICLE IHC12 - MEAL ALLOWANCE

- IHC12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six dollars (\$6.00)

except where free meals are provided or where the employee is being compensated for meals on some other basis.

- IHC12.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his or her work place.
- IHC12.2.1 Cost of meals may be allowed only:
- IHC12.2.2 If during a normal meal period the employee is travelling on government business other than:
- (a) on patrol duties, except as provided under Article IHC12.2.3, or
 - (b) within twenty-four (24) kilometres of his or her assigned headquarters, or
 - (c) within the metropolitan area in which he or she is normally working;
- IHC12.2.3 If an employee on patrol duties is reimbursed for overnight accommodation required for the trip;
- IHC12.2.4 If, in an unusual non-recurring situation, the department head authorizes such payment;
- IHC12.2.5 If, in any recurring situation, Management Board has authorized such payments because of the special nature of the assignments.
- IHC12.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- IHC12.4 The total cost of meals for each day is to be shown.
- IHC12.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.
- IHC12.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Crown employees, he or she may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.
- IHC12.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

ARTICLE IHC13 - HOLIDAY PAYMENT

- IHC13.1 Where an employee works on a holiday included under Article 47 (Holidays) of the Central Agreement, he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7 1/4), eight (8), or the number of regularly scheduled hours, as applicable.
- IHC13.2 In addition to the payment provided by Article IHC13.1, an employee who works on the holiday shall receive either seven and one-quarter (7 1/4) or eight (8) hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter (7 1/4) or eight (8) hours as applicable, provided the employee opts for compensating leave prior to the holiday.
- IHC13.3 It is understood that Articles IHC13.1 and IHC13.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- IHC13.4 When a holiday included under Article 47 (Holidays) of the Central Agreement coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.
- IHC13.5 Any compensating leave accumulated under Articles IHC13.2 and IHC13.4 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- IHC13.6 Any compensating leave accumulated under Articles IHC13.2 and IHC13.4 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- IHC13.7 Notwithstanding anything in Article IHC13, employees who are in classifications assigned to Schedule 6 and who are required to work on a holiday included in Article 47 (Holidays) of the Central Agreement shall receive equivalent time off.

PART B - REGULAR PART-TIME CIVIL SERVANTS

ARTICLE IHC14 - OVERTIME

- IHC14.1.1 "Overtime" means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7 1/4) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day.

- IHC14.1.2 In the distribution of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- IHC14.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate.
- IHC14.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- IHC14.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- IHC14.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- IHC14.5 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.
- IHC14.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

ARTICLE IHC15 - STAND-BY TIME

- IHC15.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the work place.
- IHC15.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- IHC15.3 Where stand-by is not previously authorized in writing, payment as per Article IHC15.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

IHC15.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one-half (1/2) his or her basic hourly rate with a minimum credit of two (2) hours pay at his or her basic hourly rate.

PART C - SALARY AND TERM

ARTICLE IHC16 - SALARY

- IHC16.1
- (a) Effective January 1, 1994, salary rates in effect December 31, 1993, will be maintained to December 31, 1998. Classifications with an effective date later than January 1, 1994, shall maintain the salary rate of that date until December 31, 1998.
 - (b) The salary rates for all classifications are contained in the Salary Schedule attached.
 - (c) For greater clarity, the requirement for unpaid leave days and related salary reductions provided for in the Social Contract Act Sectoral Agreement and the OPSEU Appendix are in effect only until March 31, 1996.
 - (d) Effective April 1, 1996, the practice of merit increases will resume on the employee's normal anniversary date subsequent to March 31, 1996.

IMPLEMENTATION

- IHC16.2 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

ARTICLE IHC17 - TERM OF AGREEMENT

- IHC17.1 This Agreement covers the period from January 1, 1994, until December 31, 1998. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be March 31, 1996. This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice to the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the Labour Relations Act, 1995, and the Crown Employees Collective Bargaining Act, 1993.

Signed this 30th day of August, 1996, in Toronto, Ontario.

FOR THE UNION:

MANU JAJAL
CARL THIBODEAU
DAN ANDERSON
DIANE BULL
STEVEN WHEELANS
DAVE MYLER
NANCY PRIDHAM
DAVID CHEW
LEAH CASSELMAN

FOR THE EMPLOYER:

KATHY BROWN
KAREN BLACKLEDGE
PAT DUQUETTE
BILL HIGGINSON
BONNIE KOTNIK

PART D - APPENDICES

APPENDIX IHC1

SCHEDULE A - AVERAGING OF HOURS OF WORK

Schedule A Averaging Of Hours Of Work

The number of hours of work per week prescribed shall be computed as a weekly average over one (1) year, where the duties of a civil servant require:

- that he or she work more than the number of hours per week prescribed at regularly recurring times of the year, or
- that the number of hours per week be normally irregular.

Averaging Period:

The averaging period for each class and/or position:

- will conform to the twelve (12) month calendar period which reflects the work cycle of that class and/or position, and
- will be reported to the bargaining agent.

Prorating:

Periods of employment of less than twelve (12) months in an averaging period (e.g., due to appointment, transfer, separation, etc.) will be prorated.

Hours Per Averaging Period:

The hours of work required shall correspond to a thirty-six and one-quarter (36 1/4) hour week or a forty (40) hour week averaged over the twelve (12) month calendar period.

Changes to Hours Per Averaging Period:

If at any time, a ministry requires a different hours base for a class or for a position within a class (e.g., equivalent of forty (40) hours per week instead of thirty-six and one-quarter (36 1/4) hours per week), the ministry must:

- alter the affected employees' salaries proportionately, and

- notify the Negotiations Secretariat, Management Board Secretariat, and the Union of any such changes.

Record of Hours Worked:

A record will be maintained for each employee affected showing a running total of hours worked:

- on his or her regular working days, and
- during the averaging period.

Excessive Buildup of Hours Worked:

When an employee's buildup of hours worked is becoming excessive, he or she:

- may be required to take time off on an hour-for-hour basis, in order to bring his or her hours accumulation into line with the hours requirement for the averaging period, and
- will be given reasonable notice, where circumstances permit, of any such time off.

Calculation of Hourly Rate:

In all cases, the basic hourly rate of pay for employees on averaging is to be determined by dividing the weekly rate of the class by thirty-six and one-quarter ($36 \frac{1}{4}$) or forty (40) as applicable, unless the basic hourly rate of pay already exists.

Hours Worked Over Annual Requirement:

At the end of the averaging period, any excess hours standing to the employee's credit over and above the annual hours requirement will be considered as overtime.

Normally, the employee shall be paid for his or her overtime credits. Such payment shall be based on the basic hourly rate he or she was receiving on the last day of the averaging period. Compensating time off may be substituted for payment of overtime credits as follows:

- (a) Where there is insufficient work for an employee to the extent that his or her presence is not required for a period of time, in which case:
 - a ministry has the authority to direct that the employee take time off rather than receive pay for the overtime credits, and
 - such time off must be taken commencing during the first month of the next averaging period;

or

- (b) In circumstances other than the above and where the employee and his or her supervisor mutually agree to compensating leave, in which case the time off will commence:
 - within the first month of the next averaging period, or
 - at an otherwise mutually satisfactory time.

Hours Worked on Holidays or Other Than Regular Workdays:

- a) All hours worked on a holiday included under Article 47 (Holidays) of the Central Agreement shall be paid at the rate of two (2) times the basic hourly rate that the employee was receiving when the holiday was worked.
- b) All hours worked on a day that is not a regular working day for the employee will be treated as overtime and based on the rate he or she was receiving when the overtime was worked.

APPENDIX IHC2

CUSTODIAL RESPONSIBILITY ALLOWANCE

September 23, 1985 revised March 29, 1996

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

Dear Mr. Todd:

Re: Custodial Responsibility Allowance (K1) - Article 7.8 of the Central Agreement

This will confirm that effective January 1, 1984, a Custodial Responsibility Allowance of two thousand dollars (\$2,000.00) per year is payable to employees of the Ministry of the Solicitor General and Correctional Services and employees working in training schools operated by the Ministry of Community and Social Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
- (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of inmates or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home

Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;

- (c) (i) they are required, for the major portion of their working time, to direct inmates or wards engaged in beneficial labour;

or

- (ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of inmates or wards engaged in beneficial labour;

and

- (d) they are responsible for the custody of inmates or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - \$38.40/week
- hourly rated classes:
 - 40 hour week - \$0.96/hour
 - 36 1/4 hour week - \$1.06/hour

Yours truly,

P. Mooney
Senior Staff Relations Officer

APPENDIX IHC3

TRAINING AND DEVELOPMENT

Letter of Agreement Regarding Training and Development

The parties agree that a joint subcommittee of the CERC will be established to examine issues related to Training and Development as they apply to the Institutional and Health Care Bargaining Unit.

The mandate of the subcommittee will include:

- reviewing the structure or development of internal training programs and special project training assignments;
- investigating professional development opportunities.

The subcommittee shall be comprised of equal numbers of Union and Employer representatives and shall be activated within ninety (90) days of the signing of this Agreement. One of the Union representatives will be from the Institutional and Health Care Bargaining Unit.

It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

APPENDIX IHC4

SCHEDULE 5 EMPLOYEES

Letter of Agreement Regarding Article IHC2 - Hours of Work Schedule 5 Employees

The parties hereby agree that the CERC will designate a subcommittee comprising two (2) people from each party. The Employer will provide the necessary information concerning Schedule 5 employees.

The subcommittee will:

1. (a) discuss the transfer of employees presently within Schedule 5 to other schedules in accordance with the provisions of Article IHC2.5 and Article IHC2.6;
- (b) further discuss the allocation of rates of pay within the salary ranges and grid development and placement;
- (c) after such discussions, the subcommittee will make recommendations to the CERC;
- (d) make all reasonable efforts to complete its work by July 1, 1996;

- (e) in developing the wage grid and grid placement, the current salary minimums and maximums for each classification will be maintained and no employee will suffer a reduction in pay as a result of placement on the grid.
- 2. The recommendations shall be provided to the CERC for agreement. The CERC shall draw up those recommendations that are agreed upon by the parties at the CERC as a Letter of Agreement appended to the Collective Agreement and those items shall be implemented for the remaining period of the Collective Agreement.
- 3. Any part of the recommendations of the subcommittee that are not agreed upon and implemented by the CERC as in item 2 above shall be provided to the two (2) parties' bargaining teams along with all available relevant documentation, for use in the next round of bargaining.
- 4. It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

APPENDIX IHC5

COMPRESSED WORK WEEK ARRANGEMENTS (ARTICLE 10.1 CENTRAL AGREEMENT)

Letter of Agreement Regarding Compressed Work Week Agreements

- 1. The parties agree that Compressed Work Week Agreements (CWWA) can be a viable method of arranging work schedules.
- 2. On the above basis, each affected ministry is prepared to enter into a local work site consultation process with OPSEU regarding existing CWWA, with a view to establishing efficient schedules that meet operational, financial and service delivery needs of the work site.
- 3. The Employer will consider proposed schedules provided by the Union, in the development of any CWWA schedule; it is understood that the Employer retains the right to determine the final CWWA schedule.
- 4. The parties also agree to maintain existing CWWA for a period not to exceed six (6) months from the date of the signing of this Collective Agreement, at those work sites where they currently exist, unless the parties mutually agree otherwise.
- 5. Should the local work site consultation process fail to produce an acceptable CWWA within six (6) months of the date of the signing of this Collective Agreement, either party reserves

the right to terminate existing CWWA, unless the local parties agree to extend the six (6) month period.

Signed this 30th day of August, 1996, in Toronto, Ontario.

APPENDIX IHC6

ADDENDUM TO THE INSTITUTIONAL AND HEALTH CARE COLLECTIVE AGREEMENT

The parties hereto have agreed to the terms of this Addendum covering employees in classifications of Residence Counsellor 1, 2 and 3 and Nurses Special Schools in the Institutional and Health Care Bargaining Unit.

This Addendum shall be attached to and form part of the Institutional and Health Care Collective Agreement.

The terms of the settlement are as follows:

- (a) The hours of work shall be established by the Ontario Schools for the Deaf and the Blind, and they may vary depending on the situations which exist at the different schools. The normal hours of work per week shall be forty (40) hours plus an additional number of hours of work for the purpose of coverage requirement without penalty, recognizing that twelve (12) hours between shifts and two (2) consecutive days off may not be possible to schedule. Normal scheduling of hours shall be September 1 to June 30.
- (b) Sleep-in is not work and shall only be compensated as specified herein. Scheduled sleep-in hours shall be credited at the rate of fifty percent (50%) to a maximum of four (4) hours credit for those hours on sleep-in duty per night toward the required annual accumulation. Sleep-in hours prior to or following a period of work shall not form a part of the work shift for any purpose under this Agreement.
- (c) Authorized overtime work which is required as a result of an emergency situation shall be immediately submitted for payment at time and one-half (1 1/2) the regular hourly rates. This emergency non-scheduled overtime work shall not be included when totalling the number of credit hours required for the year as per Schedule A. Payment will normally be expected within thirty (30) days of submission.

GENERAL NOTES AND ALLOWANCES

INSTITUTIONAL AND HEALTH CARE BARGAINING UNIT

Classification notes and salary allowances applicable to classifications in this Bargaining Unit:

B1-4 Paramedic Allowance

An employee who occupies a position assigned to the Ambulance Officer 2 or 4 class who:

- a) is authorized and required to perform advanced life support skills delegated under the Health Disciplines Act and,
- b) has completed training in advanced life support skills which is not part of the Emergency Medical Care Assistants (EMCA) curriculum

shall be paid, in addition to each listed rate in the salary range:

- B1 An allowance of \$300 per annum (\$0.14/hour) for provision of intravenous and pneumatic anti-shock garment skills;
- B2 An allowance of \$900 per annum (\$0.43/hour) for provision of intravenous and drug skills;
- B3 An allowance of \$900 per annum (\$0.43/hour) for provision of defibrillation skills;
- B4 An allowance of \$900 per annum (\$0.43/hour) for provision of advanced airway skills.
- G15 Employees in positions classified as EEG Technician 2 or EEG Technician 3 which require the operation of EEG equipment involving advanced electronic techniques and circuitry such as: the Model ARD-3 Response Detector, the Model EVR-8 Evoked Response Generator, the Model ASB-4 Audio Tone Burst Generator and the CRO-2 Readout Oscilloscope manufactured by IMA Electronics Ltd., Oakville, Ontario may be paid one (1) rate above each listed rate in the salary range. The new maximum rate to which an employee in receipt of this note may progress is contained in parentheses.
- G23 An employee occupying a position of Air Ambulance Officer in an Air Ambulance Service shall be paid a rate listed in the following modified salary range:

Ambulance Officer 2 - Note G 23
01/01/94 18.23 18.63 19.16
- G24 An employee occupying a position classified in the Nurse General class series, employed at the Oak Ridge Division of the Penetanguishene Mental Health Centre and who has patient contact, shall be permitted to progress two (2) rates beyond the maximum for the established salary range. The rates beyond the normal maximum rate to which an employee who is in receipt of this note may progress are contained in parentheses.
- K1 Refer to Appendix IHC2 - Custodial Responsibility Allowance.
- K2 An allowance of one hundred dollars (\$100.00) is payable to the staff of the Oak Ridge Wing, Penetanguishene Mental Health Centre, in addition to the rates specified in the salary range

for the classification to which they are assigned, provided the Superintendent certifies that they meet the following requirements:

- a) they are not professional staff, i.e. physicians, nurses, occupational therapists, social workers, psychologists, etc;
- b) they are not clerical or office staff;
- c) they are not attendants;
- d) they are not foremen/women;
- e) they spend fifty percent (50%) of their time in close contact with patients at Oak Ridge, under circumstances in which attendants, nurses or physicians are not present.

All persons who, on July 1, 1966, do not meet the above criteria but who are presently receiving the \$100 bonus, may retain it as long as they continue to occupy their present positions.

Weekly rated classes - \$1.92/week
Hourly rated classes - \$0.05/hour (40 hour work week)

- N1 An allowance of one hundred and ninety dollars (\$190.00) per annum in addition to each listed rate in the salary range may be paid for successful completion of the Nursing Unit Administration Course offered by the Canadian Hospital Association to an employee in a position classified as:

50054 Nurse 3, General	\$3.64/week
50112 Nurse 3, Special Schools	\$0.09/hour
50075 Head Nurse, Outpatient Clinics	\$3.64/week

- N2 An allowance of five hundred and six dollars (\$506.00) per annum in addition to each listed rate in the salary range may be paid for successful completion of a post-graduate certificate or diploma program in nursing of at least one (1) year's academic duration from an educational institution of recognised standing to an employee in a position classified as:

50070-72 Nurse 1 & 2 Clinic	\$9.70/week
50052-54 Nurse 2 & 3 General	\$9.70/week
50120 Nurse 1 Public Health	\$9.70/week
50110 Nurse 2 Special Schools	\$0.24/hour
50064 Nurse, Outpatient Clinics	\$9.70/week
50075 Head Nurse, Outpatient Clinics	\$9.70/week
50128 Nurse, Occup. Health & Safety	\$9.70/week

N3 An allowance of one thousand and ten dollars (\$1,010.00) per annum in addition to each listed rate in the salary range may be paid for successful completion of a degree in nursing science from a university of recognised standing to an employee in a position classified as:

50052-54	Nurse 2 & 3 General	\$19.36/week
50082	Nurse 2 Nursing Education	\$19.36/week
50112	Nurse 3 Special Schools	\$ 0.48/hour
50064	Nurse, Outpatient Clinics	\$19.36/week
50075	Head Nurse, Outpatient Clinics	\$19.36/week

All N - salary allowances are subject to the following conditions:

- a) the qualification is not a mandatory requirement for entry to the classification;
- b) the qualification is deemed to be useful in the execution of the employee's duties (i.e. is job related);
- c) the application of the allowance is at the discretion of management; and
- d) only one allowance may be paid at one time.

P1 An allowance of \$3,500 per annum in addition to each listed rate in the salary range shall be paid to an employee who occupies a position classified in the Psychiatric Nursing Assistant class series, who together with his or her therapeutic duties, is also assigned for a substantial portion of his or her responsibilities to ensure the secure custody of patients assigned to the locked portion of a medium secure unit within one of the psychiatric facilities operated by the Ministry of Health. A medium secure unit is one in which greater security measures are required than in other units of the hospital and in which the majority of the patients are detained under a Lieutenant Governor's Warrant which requires safe custody and medium security, or under a Warrant of Remand.

Psychiatric Nursing Assistant 1	\$1.68/hour
Psychiatric Nursing Assistant 2	\$1.68/hour
Psychiatric Nursing Assistant 3	\$1.68/hour
Psychiatric Nursing Assistant 4	\$1.68/hour

Rates of pay for Trades Apprentices in Cook 2, Baker 2 and Hairdresser classifications are as set forth in Addendum 1 (Trades Apprentices - Rates of Pay) of the Technical Bargaining Unit Collective Agreement.

SALARY SCHEDULE

INSTITUTIONAL AND HEALTH CARE BARGAINING UNIT

The following classifications apply to employees with an appointment status of classified, unclassified and student:

[S-A = semi-annual progression]

	HOURS OF WORK SCHEDULE
41510 AMBULANCE OFFICER 1 01/01/94: 15.70 16.05	4-7
41512 AMBULANCE OFFICER 2 01/01/94: 17.44 17.82 18.33 G23 B1,2,3,4	4-7
41514 AMBULANCE OFFICER 3 01/01/94: 17.90 18.36 18.79	4-7
41516 AMBULANCE OFFICER 4 01/01/94: 18.43 18.90 19.42 B1,2,3,4	4-7
16778 AUDIOLOGICAL SERVICES TECHNICIAN 01/01/94: 602.67 617.10 632.83 650.44 668.03	4-7
16779 AUDIOLOGICAL SERVICES TECHNICIAN (PROVINCIAL SCHOOLS) 01/01/94: 650.88 666.47 683.46 702.48 721.47	4-7
09341 AUDIOLOGIST 01/01/94: 886.88 913.35 941.50 970.45 1000.22	3-7
50200 BAKER 1 01/01/94: 14.48 14.68 14.92	4-7
50202 BAKER 2 01/01/94: 15.40 15.71 [For Trades Apprentice rates of pay, refer to Technical Bargaining Unit Addendum 1]	4-7
50206 BUTCHER 1 01/01/94: 15.40 15.71	4-7
50400 CANTEEN OPERATOR 1 01/01/94: 15.39 15.58	4-7
50402 CANTEEN OPERATOR 2 01/01/94: 16.28 16.57	4-7

10558	CASE WORKER, HOMES FOR SPECIAL CARE						3-7
S-A	01/01/94:	724.77	756.87	790.43	825.48	862.12	
05509	CASE WORKER, MENTAL HEALTH AND SOCIAL SERVICES						3-7
S-A	01/01/94:	724.77	756.87	790.43	825.48	862.12	
10103	CASE WORKER, OUTPATIENT AND COMMUNITY SERVICES						3-7
S-A	01/01/94:	724.77	756.87	790.43	825.48	862.12	
09500	CHILD CARE ASSISTANT 1						4-7
	01/01/94:	596.47					
09502	CHILD CARE ASSISTANT 2						4-7
	01/01/94:	669.45	680.75	693.37			
09508	CHILD CARE WORKER 1						4-7
	01/01/94:	727.96	741.81	756.94			
09510	CHILD CARE WORKER 2						4-7
	01/01/94:	747.46	762.57	777.68	794.24		
09512	CHILD CARE WORKER 3						4-7
	01/01/94:	798.25	816.72	835.23			
09514	CHILD CARE WORKER 4						6
	01/01/94:	844.43	868.44	893.31	918.19	944.91	
16707	COMMUNICATIONS OPERATOR 1						4-7
	01/01/94:	16.46	16.76				
16708	COMMUNICATIONS OPERATOR 2						4-7
	01/01/94:	17.13	17.48	17.88			
16709	COMMUNICATIONS OPERATOR 3						4-7
	01/01/94:	17.88	18.45	19.04			
50212	COOK 1						4-7
	01/01/94:	15.22	15.40	15.62			
50214	COOK 2						4-7
	01/01/94:	16.10	16.39				
[For Trades Apprentice rates of pay, refer to Technical Bargaining Unit Addendum 1]							
50217	COOK 3 (BARGAINING UNIT)						4-7
	01/01/94:	670.70	685.25	702.22			

50130 COUNSELLOR 1 (RESIDENTIAL LIFE)						4-7
01/01/94:	17.03	17.38	17.68			
50132 COUNSELLOR 2 (RESIDENTIAL LIFE)						4-7
01/01/94:	17.93	18.34	18.68			
50134 COUNSELLOR 3 (RESIDENTIAL LIFE)						4-7
01/01/94:	19.00	19.41	19.83			
09330 DENTAL ASSISTANT						3-7
01/01/94:	16.27	16.63	16.99			
09331 DENTAL ASSISTANT A						3-7
01/01/94:	17.57	17.96	18.35			
01/01/95:	17.57	17.96	18.35			
09068 DENTAL HYGIENIST						3-7
01/01/94:	647.30	664.67	682.01	700.80	719.67	
50129 DEVELOPMENTAL SERVICES WORKER, TRAINING-ON-THE-JOB PROGRAM						4
01/01/94:	18.63	19.07	19.42			
18231 DIETITIAN 1						3
01/01/94:	887.76	910.24	933.26	957.19	982.09	
17400 E.E.G. TECHNICIAN 1						3-7
01/01/94:	629.49	645.17	661.15			
17402 E.E.G. TECHNICIAN 2						3-7
01/01/94:	708.90	727.86	748.35	(768.85)		
G15						
17403 E.E.G. TECHNICIAN 3						3-7
01/01/94:	761.13	782.44	803.59	(826.65)		
G15						
95302 FOOD SERVICES (10OFS)						4
08/05/95:	727.39	747.98	769.16	790.93	813.33	
95303 FOOD SERVICES (11OFS)						3
08/05/95:	767.58	789.57	812.20	835.47	859.42	
95304 FOOD SERVICES (12OFS)						6
08/05/95:	809.42	833.18	857.64	882.82	908.75	

95305 FOOD SERVICES (13OFS)						6
08/05/95:	855.72	881.08	907.21	934.10	961.80	
95306 FOOD SERVICES (14OFS)						6
08/05/95:	904.27	931.73	960.04	989.21	1019.27	
50456 HAIRDRESSER						4-7
01/01/94:	16.66	16.96				
[For Trades Apprentice rates of pay, refer to Technical Bargaining Unit Addendum 1]						
50224 HEAD COOK						4-7
01/01/94:	770.17	786.90	806.41			
01/01/95:	770.17	786.90	806.41			
50075 HEAD NURSE, OUTPATIENT CLINICS						4-7
01/01/94:	952.75	980.00	1005.92	1031.97	1 0 5 7 . 8 9	
		1088.10				
01/01/95:	952.75	980.00	1005.92	1031.97	1 0 5 7 . 8 9	
		1088.10				
N1,N2,N3						
95300 HEALTH CARE SCIENTIFIC SUPPORT (BU) TSS12						3
14/02/94:	687.87	714.80	742.79	771.87	802.10	
95301 HEALTH CARE SCIENTIFIC SUPPORT (BU) TSS15						3
14/02/94:	855.18	889.13	924.43	961.14	999.30	
50230 HELPER, FOOD SERVICE						4-7
01/01/94:	15.39	15.58				
13770 HOME ECONOMICS ASSISTANT 1						3
01/01/94:	536.20	548.12	560.06	573.18	587.48	
13772 HOME ECONOMICS ASSISTANT 2						3
01/01/94:	629.80	647.35	664.87	682.41	701.21	
13610 HOME ECONOMIST 1						6
S-A 01/01/94:	630.59	640.80	651.04	661.27	6 7 1 . 4 6	
		681.70	693.34	703.58	715.27	
13612 HOME ECONOMIST 2						6
01/01/94:	726.92	750.26	775.05	801.33	827.62	
13613 HOME ECONOMIST 3						6
01/01/94:	831.30	867.75	904.23	943.62	984.49	

50020 HOSPITAL ATTENDANT 1						4-7
01/01/94:	14.42	14.73				
50421 HOSPITAL HOUSEKEEPER 1 (BARGAINING UNIT)						4
01/01/94:	691.37	710.67	729.94			
50423 HOSPITAL HOUSEKEEPER 2 (BARGAINING UNIT)						4
01/01/94:	799.08	823.20	848.11			
95307 INSTITUTIONAL CARE (11OIN)						4
08/05/95:	611.27	634.89	659.42	684.90	711.37	
95308 INSTITUTIONAL CARE (12OIN)						4
08/05/95:	650.62	675.91	702.18	729.48	757.84	
95309 INSTITUTIONAL CARE (13OIN)						4
08/05/95:	693.89	720.63	748.41	777.25	807.21	
95310 INSTITUTIONAL CARE (14OIN)						6
08/05/95:	737.76	766.45	796.26	827.22	859.40	
95311 INSTITUTIONAL CARE (15OIN)						6
08/05/95:	791.48	822.90	855.58	889.56	924.89	
50140 INSTRUCTOR 1 (OCCUPATIONAL)						4-7
01/01/94:	17.03	17.38	17.68			
50142 INSTRUCTOR 2 (OCCUPATIONAL)						4-7
01/01/94:	17.93	18.34	18.68			
50144 INSTRUCTOR 3 (OCCUPATIONAL)						4-7
01/01/94:	19.00	19.41	19.83			
50146 INSTRUCTOR 4 (OCCUPATIONAL)						4-7
01/01/94:	778.55	798.43	820.16	841.87	864.44	
50485 INSTRUCTOR 1, RECREATION AND CRAFTS						4-7
01/01/94:	17.31	17.58	17.92			
50486 INSTRUCTOR 2, RECREATION AND CRAFTS						4-7
01/01/94:	18.02	18.40	18.68			
50487 INSTRUCTOR 3(A), RECREATION AND CRAFTS						4-7
01/01/94:	753.23	771.88	793.12			

41600 LAUNDRY WORKER 1	4-7
01/01/94: 14.96 15.14	
41602 LAUNDRY WORKER 2	4-7
01/01/94: 15.39 15.58	
41604 LAUNDRY WORKER 3	4-7
01/01/94: 15.72 16.02	
41606 LAUNDRY WORKER 4	4-7
01/01/94: 16.28 16.59	
41608 LAUNDRY WORKER 5	4-7
01/01/94: 16.96 17.28	
50491 LEISURE/LIFE SKILLS INSTRUCTOR	4-7
01/01/94: 18.35 19.07 19.67	
01/01/95: 18.35 19.07 19.67	
50150 MEDICAL ASSISTANT 1	4-7
01/01/94: 17.03 17.38 17.68	
50152 MEDICAL ASSISTANT 2	4-7
01/01/94: 17.93 18.34 18.68	
50154 MEDICAL ASSISTANT 3	4-7
01/01/94: 18.35 18.68 19.09	
50128 NURSE, OCCUPATIONAL HEALTH & SAFETY	A (36 1/4)
01/01/94: 878.55 915.34 952.96 992.72 1033.90	
N2	
50064 NURSE, OUTPATIENT CLINICS	4-7
01/01/94: 882.99 908.25 932.27 956.41 9 8 0 . 4 4	
1008.43	
N2,N3	
50070 NURSE 1, CLINIC	3-7
01/01/94: 813.30 838.56 863.82 889.02 9 1 4 . 2 5	
938.86	
N2	
50072 NURSE 2, CLINIC	3-7
01/01/94: 889.02 914.25 937.04 959.88 9 8 2 . 7 3	
1009.43	

N2

50050 NURSE 1, GENERAL					4-7
01/01/94:	731.65	756.81	782.05	807.33	8 3 2 . 5 2
	855.93	(880.69	906.20)		

G24

50052 NURSE 2, GENERAL					4-7
01/01/94:	819.37	834.21	857.78	882.99	9 0 8 . 2 7
	934.01	(961.13	989.03)		

G24, N2,N3

50054 NURSE 3, GENERAL					4-7
01/01/94:	882.99	908.25	932.27	956.41	9 8 0 . 4 4
	1008.43	(1037.75	1067.98)		

G24, N1,N2,N3

50080 NURSE 1, NURSING EDUCATION					4-7
01/01/94:	933.92	959.13	984.38	1008.41	1 0 3 2 . 5 4
	1059.79				

50082 NURSE 2, NURSING EDUCATION					4-7
01/01/94:	984.38	1008.41	1032.54	1056.58	1 0 8 0 . 6 9
	1109.41				

N3

50084 NURSE 3, NURSING EDUCATION					4-7
01/01/94:	991.67	1024.93	1061.43	1099.01	1 1 4 7 . 3 4
	1178.14				

50120 NURSE 1, PUBLIC HEALTH					3-7
01/01/94:	834.00	859.19	884.45	908.48	9 3 2 . 6 3
	959.87				

N2

50122 NURSE 2, PUBLIC HEALTH					3-7
01/01/94:	987.59	1012.28	1037.08	1061.80	1 0 8 6 . 5 9
	1118.61				

50124 NURSE 3, PUBLIC HEALTH					3-7
01/01/94:	1061.80	1086.59	1110.71	1134.80	1 1 5 8 . 8 7
	1193.13				

50110 NURSE 2, SPECIAL SCHOOLS						4
01/01/94:	19.58	20.20	20.79	21.47	22.11	22.73
N2						
50112 NURSE 3, SPECIAL SCHOOLS						4
01/01/94:	21.47	22.11	22.70	23.31	23.87	24.57
N1,N3						
09524 NURSING HOME OFFICER, DIETARY					A (36 1/4)	
01/01/94:	920.08	944.46	970.38	997.86	1025.31	
09520 NUTRITIONIST 1						3
01/01/94:	881.39	904.73	929.52	955.81	982.09	
09320 OCCUPATIONAL THERAPIST 1						3-7
01/01/94:	756.34	779.12	803.94			
09322 OCCUPATIONAL THERAPIST 2						3-7
01/01/94:	775.97	800.84	825.71	852.66		
09324 OCCUPATIONAL THERAPIST 3						3-7
01/01/94:	861.97	891.05	920.07	949.02		
61204 PHARMACIST - STAFF						3-7
01/01/94:	840.07	867.25	896.08	926.68	958.16	
	1000.60					
61200 PHARMACY TECHNICIAN 1						3-7
01/01/94:	618.58	633.42	648.68	665.81	684.61	
61202 PHARMACY TECHNICIAN 2						3-7
01/01/94:	650.58	668.10	686.17	704.38	726.13	
41500 PSYCHIATRIC NURSING ASSISTANT 1						4-7
01/01/94:	16.89	17.20				
P1						
41502 PSYCHIATRIC NURSING ASSISTANT 2						4-7
01/01/94:	18.02	18.40	18.68			
P1						
41504 PSYCHIATRIC NURSING ASSISTANT 3						4-7
01/01/94:	18.42	18.73	19.09			
P1						
41506 PSYCHIATRIC NURSING ASSISTANT 4						4-7

01/01/94: 19.08 19.44 19.83
P1

09380 PSYCHOLOGIST 1 3-7
01/01/94: 1031.70 1076.67 1124.82 1184.29 1246.91

09382 PSYCHOLOGIST 2 6
01/01/94: 1123.65 1176.33 1245.59 1315.85 1384.15

09383 PSYCHOLOGIST 3 6
01/01/94: 1210.45 1278.77 1352.92 1430.94 1504.16

09373 PSYCHOMETRIST 1 3-7
01/01/94: 709.60 741.23 774.02 808.86 845.52

09375 PSYCHOMETRIST 2 3-7
01/01/94: 775.46 814.45 855.20 900.87 949.11

50464 RESIDENCE COUNSELLOR 1 A (40)
01/01/94: 15.96 16.25 16.53

50466 RESIDENCE COUNSELLOR 2 A (40)
01/01/94: 18.02 18.32 18.68

50468 RESIDENCE COUNSELLOR 3 A (40)
01/01/94: 19.37 19.79 20.17

50068 RESIDENTIAL HEALTH NURSE, 4-7
FACILITY FOR THE DEVELOPMENTALLY HANDICAPPED
01/01/94: 851.84 867.28 891.79 918.01 944.30
971.06

50430 SEWER 1 4-7
01/01/94: 15.40 15.58

50432 SEWER 2 4-7
01/01/94: 16.39 16.67

10100 SOCIAL WORK ASSISTANT 3-7
01/01/94: 695.03 710.21 725.43 740.52 757.22

10105 SOCIAL WORK SUPERVISOR 1 (BARGAINING UNIT) 3
01/01/94: 964.92 997.47 1041.50 1085.57 1116.20

10108 SOCIAL WORK SUPERVISOR 2 (BARGAINING UNIT) 3

01/01/94:	1008.98	1053.02	1098.99	1147.82	1176.55	
10102 SOCIAL WORKER 1						3-7
S-A 01/01/94:	724.77	745.71	766.87	789.56	812.24	
10104 SOCIAL WORKER 2						3-7
01/01/94:	828.48	852.78	878.75	904.64	932.28	
	961.46	990.66				
09381 SPECIAL CONSULTANT, PATIENTS UNDER A WARRANT OF LIEUTENANT GOVERNOR						3-7
01/01/94:	1082.73	1129.93	1180.50	1242.94	1308.69	
09336 SPEECH THERAPIST						3-7
01/01/94:	870.85	896.84	924.47	952.88	982.09	
50241 SUPERVISOR 1, FOOD SERVICE (BARGAINING UNIT)						4-7
01/01/94:	622.15	634.63	648.66			
50434 TAILOR						4-7
01/01/94:	14.73	15.03				
50160 TRAINEE (M.R.C. COURSE), HEALTH						4-7
01/01/94:	16.47	16.77	17.11			
10112 VOCATIONAL REHABILITATION SERVICES COUNSELLOR						3-7
01/01/94:	873.45	899.20	926.73	954.17	983.49	
	1014.40	1045.35				

In accordance with past agreements the following classifications in the unclassified service, for which there are no equivalent classifications in the Civil Service, have been linked to this Bargaining Unit for the purpose of wage increases:

U0114 CLASSROOM ASSISTANT						4
01/01/94:	14.94	15.22	15.50			
U0113 FOOD SERVICES WORKER 1						4
01/01/94:	7.61					
U0133 FOOD SERVICES WORKER 2						4
01/01/94:	8.79					
U0115 SCHOOL AIDE						4
01/01/94:	14.22	14.50	14.85			

The following classifications apply to employees with an appointment status of student and GO Temp:

GT300	IHC - OPEN CLASS 14/02/94: No established rate. This classification was established for pay purposes to meet the specific requirements of ministries where no equivalent GO Temp classification exists. [This class expires on May 31, 1996, as per Article 34.3.1 of the Central Collective Agreement]	
GT301 14/02/94:	AMBULANCE OFFICER 1 13.22	4
GT302 14/02/94:	AMBULANCE OFFICER 2 14.96	4
GT303 14/02/94:	AMBULANCE OFFICER 3 15.49	4
GT304 14/02/94:	AMBULANCE OFFICER 4 16.00	4
GT305 14/02/94:	AUDIO VISUAL OPERATOR 1 10.69	3
GT306 14/02/94:	AUDIO VISUAL OPERATOR 2 12.19	3
GT307 14/02/94:	CANTEEN OPERATOR 1 12.98	4
GT308 14/02/94:	CANTEEN OPERATOR 2 14.52	4
GT309 14/02/94:	CHILD CARE WORKER 1 17.71	4
GT310 14/02/94:	CHILD CARE WORKER 2 18.19	4
GT311 14/02/94:	CHILD CARE WORKER 3 19.44	4

GT312	CHILD CARE WORKER 4	4
14/02/94:	20.57	
GT313	COOK 1	4
14/02/94:	11.73	
GT314	COOK 2	4
14/02/94:	12.84	
GT315	DENTAL ASSISTANT	3
14/02/94:	14.39	
GT316	DIETITIAN	3
14/02/94:	15.54	
GT317	FOOD SERVICE SUPERVISOR	4
14/02/94:	13.50	
GT318	FOOD SERVICE HELPER	4
14/02/94:	11.73	
GT319	HOSPITAL ATTENDANT	4
14/02/94:	11.86	
GT320	LAUNDRY WORKER 1	4
14/02/94:	12.86	
GT321	LAUNDRY WORKER 2	4
14/02/94:	13.28	
GT322	NURSE 1, CLINIC	3
14/02/94:	17.14	
GT323	NURSE 2, CLINIC	3
14/02/94:	18.96	
GT324	NURSE 1, GENERAL	4
14/02/94:	14.71	
GT325	NURSE 2, GENERAL	4
14/02/94:	16.91	
GT326	NURSE 1, NURSING EDUCATION	4
14/02/94:	19.26	

GT327 14/02/94:	NURSE 2, NURSING EDUCATION 20.54	4
GT328 14/02/94:	NURSE 3, NURSING EDUCATION 22.42	4
GT329 14/02/94:	NURSE, PUBLIC HEALTH 23.07	3
GT330 14/02/94:	NUTRITIONIST 18.55	3
GT331 14/02/94:	OCCUPATIONAL THERAPIST 1 16.72	3
GT332 14/02/94:	OCCUPATIONAL THERAPIST 2 17.19	3
GT333 14/02/94:	OCCUPATIONAL THERAPIST 3 19.24	3
GT334 14/02/94:	PHARMACIST 1 15.19	3
GT335 14/02/94:	PHARMACIST 2 18.94	3
GT336 14/02/94:	PSYCHIATRIC NURSING ASSISTANT 1 14.34	4
GT337 14/02/94:	PSYCHIATRIC NURSING ASSISTANT 2 15.48	4
GT338 14/02/94:	PSYCHOLOGIST 25.62	3
GT339 14/02/94:	PSYCHOMETRIST (MASTERS) 18.72	3
GT340 14/02/94:	RADIO OPERATOR 1 12.30	4
GT341 14/02/94:	RADIO OPERATOR 2 12.92	4

GT342	RADIO OPERATOR 3	4
14/02/94:	13.62	
GT343	RESIDENCE COUNSELLOR	3
14/02/94:	13.42	
GT344	RESIDENCE SUPERVISOR	4
14/02/94:	13.44	
GT345	SOCIAL WORKER 1	3
14/02/94:	16.50	
GT346	SOCIAL WORKER 2	3
14/02/94:	18.02	
GT347	SOCIAL WORKER 3	3
14/02/94:	20.77	
GT348	STUDENT QUEBEC EXCHANGE	
14/02/94:	8.25	
	[Hours of work schedule is according to the position of the employee.]	

THIS COLLECTIVE AGREEMENT

made on the 30th day of August, 1996

between

THE CROWN IN RIGHT OF ONTARIO

Represented by Management Board of Cabinet

(Hereinafter referred to as the "Employer")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as the "Union")

for the

OFFICE ADMINISTRATION BARGAINING UNIT

OFFICE ADMINISTRATION BARGAINING UNIT COLLECTIVE AGREEMENT

TABLE OF CONTENTS

ARTICLE	PAGE
PART A - WORKING CONDITIONS	
OAD1 Recognition	235
OAD2 Hours of Work	235
Schedule 3 and 3.7	235
Schedule 4 and 4.7	235
Schedule 6	235
Schedule A	235
OAD3 Days Off	236
OAD4 Scheduled Tour of Duty or Shift	236
OAD5 Shift Schedules	236
OAD6 Shift Premium	237
OAD7 Rest Periods	237
OAD8 Overtime	237
OAD9 Call Back	238
OAD10 Stand-by Time	238
OAD11 On-Call Duty	239
OAD12 Meal Allowance	240
OAD13 Holiday Payment	241
PART B - REGULAR PART-TIME CIVIL SERVANTS	
OAD14 Overtime	242
OAD15 Stand-by Time	242
PART C - SALARY AND TERM	
OAD16 Salary	243
Implementation	243
OAD17 Term of Agreement	244
PART D - APPENDICES	
Appendix OAD1 - Schedule A - Averaging of Hours of Work	245
Appendix OAD2 - Custodial Responsibility Allowance	247
Appendix OAD3 - Training and Development	248
Appendix OAD4 - Article OAD2 - Schedule 5 Employees	249
SALARY SCHEDULE	251

PART A - WORKING CONDITIONS

ARTICLE OAD1 - RECOGNITION

- OAD1.1 The Ontario Public Service Employees Union (OPSEU) for the purpose of this Collective Agreement is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees contained within the Office Administration Bargaining Unit.
- OAD1.2 For greater certainty, such employees include classified and unclassified employees, students, GO Temps and such other employees as may be mutually agreed.
- OAD1.3 For greater certainty, this Agreement shall apply to the employees in the Office Administration Bargaining Unit and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties. A list of classifications is attached in the Salary Schedule.

ARTICLE OAD2 - HOURS OF WORK

- OAD2.1 SCHEDULE 3 and 3.7
- The normal hours of work for employees on these schedules shall be thirty-six and one-quarter (36 1/4) hours per week and seven and one-quarter (7 1/4) hours per day.
- OAD2.2 SCHEDULE 4 and 4.7
- The normal hours of work for employees on these schedules shall be forty (40) hours per week and eight (8) hours per day.
- OAD2.3 SCHEDULE 6
- The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36 1/4) hours per week.
- OAD2.4 SCHEDULE A
- Averaging of Hours of Work - see Appendix OAD1 (Schedule A - Averaging of Hours of Work) attached.
- OAD2.5 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.

OAD2.6 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When the transfer occurs, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly.

ARTICLE OAD3 - DAYS OFF

OAD3.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the ministry.

ARTICLE OAD4 - SCHEDULED TOUR OF DUTY OR SHIFT

OAD4.1 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

ARTICLE OAD5 - SHIFT SCHEDULES

OAD5.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he or she shall be paid time and one-half (1 1/2) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministry's control.

OAD5.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1 1/2) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article OAD8 (Overtime) or Article OAD9 (Call Back).

OAD5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.

OAD5.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.

OAD5.5 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.

ARTICLE OAD6 - SHIFT PREMIUM

- OAD6.1.1 An employee shall receive a shift premium of fifty-two cents (52¢) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-two cents (52¢) per hour premium shall be paid for all hours worked.
- OAD6.1.2 An employee shall receive a shift premium of sixty-two cents (62¢) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the sixty-two cents (62¢) per hour premium shall be paid for all hours worked.
- OAD6.2 Notwithstanding Articles OAD6.1.1 and OAD6.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- OAD6.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- OAD6.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

ARTICLE OAD7 - REST PERIODS

- OAD7.1 The present practice for rest periods in each shift shall be maintained.

ARTICLE OAD8 - OVERTIME

- OAD8.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1 1/2) times the employee's basic hourly rate.
- OAD8.2.1 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- OAD8.2.2 In this article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.
- OAD8.3.1 Employees in Schedules 3.7 and 4.7 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall be paid at the overtime rate.
- OAD8.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.

- OAD8.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.
- OAD8.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- OAD8.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- OAD8.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off, shall receive equivalent time off.
- OAD8.7.2 Notwithstanding Article OAD8.7.1 and Article OAD13.7 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1 1/2) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36 1/4) hours per week, for all such work after eight (8) hours in a 24-hour period.

ARTICLE OAD9 - CALL BACK

- OAD9.1 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of four (4) hours' pay at one and one-half (1 1/2) times his or her basic hourly rate.

ARTICLE OAD10 - STAND-BY TIME

- OAD10.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the workplace.
- OAD10.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.

- OAD10.3 Where stand-by is not previously authorized in writing, payment as per Article OAD10.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- OAD10.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half (1/2) his or her basic hourly rate with a minimum credit of four (4) hours pay at his or her basic hourly rate.

ARTICLE OAD11 - ON-CALL DUTY

- OAD11.1 "On-Call Duty" means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond within a reasonable time to a request for:
- (a) recall to the work place, or
 - (b) the performance of other work as required.
- OAD11.2 It is understood that a return to the workplace may not be necessary in all situations.
- OAD11.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles OAD11.1(a) or OAD11.1(b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.
- OAD11.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.
- OAD11.5 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.
- OAD11.6 Where on-call is not previously authorized in writing, payment as per Article OAD11.7 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.
- OAD11.7 Where an employee is required to be on-call, he or she shall receive one dollar (\$1.00) per hour for all hours that he or she is required to be on-call.

ARTICLE OAD12 - MEAL ALLOWANCE

- OAD12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six dollars (\$6.00)

except where free meals are provided or where the employee is being compensated for meals on some other basis.

- OAD12.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his or her work place.
- OAD12.2.1 Cost of meals may be allowed only:
- OAD12.2.2 If during a normal meal period the employee is travelling on government business other than:
- (a) on patrol duties, except as provided under Article OAD12.2.3, or
 - (b) within twenty-four (24) kilometres of his or her assigned headquarters, or
 - (c) within the metropolitan area in which he or she is normally working;
- OAD12.2.3 If an employee on patrol duties is reimbursed for overnight accommodation required for the trip;
- OAD12.2.4 If, in an unusual non-recurring situation, the department head authorizes such payment;
- OAD12.2.5 If, in any recurring situation, Management Board has authorized such payments because of the special nature of the assignments.
- OAD12.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- OAD12.4 The total cost of meals for each day is to be shown.
- OAD12.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.
- OAD12.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Crown employees, he or she may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.
- OAD12.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

ARTICLE OAD13 - HOLIDAY PAYMENT

- OAD13.1 Where an employee works on a holiday included under Article 47 (Holidays) of the Central Agreement, he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7 1/4), eight (8), or the number of regularly scheduled hours, as applicable.
- OAD13.2 In addition to the payment provided by Article OAD13.1, an employee who works on the holiday shall receive either seven and one-quarter (7 1/4) or eight (8) hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter (7 1/4) or eight (8) hours as applicable, provided the employee opts for compensating leave prior to the holiday.
- OAD13.3 It is understood that Articles OAD13.1 and OAD13.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- OAD13.4 When a holiday included under Article 47 (Holidays) of the Central Agreement coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.
- OAD13.5 Any compensating leave accumulated under Articles OAD13.2 and OAD13.4 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- OAD13.6 Any compensating leave accumulated under Articles OAD13.2 and OAD13.4 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- OAD13.7 Notwithstanding anything in Article OAD13, employees who are in classifications assigned to Schedule 6 and who are required to work on a holiday included in Article 47 (Holidays) of the Central Agreement shall receive equivalent time off.

PART B - REGULAR PART-TIME CIVIL SERVANTS

ARTICLE OAD14 - OVERTIME

- OAD14.1.1 "Overtime" means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7 1/4) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day.

- OAD14.1.2 In the distribution of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- OAD14.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate.
- OAD14.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- OAD14.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- OAD14.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- OAD14.5 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.
- OAD14.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

ARTICLE OAD15 - STAND-BY TIME

- OAD15.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the work place.
- OAD15.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- OAD15.3 Where stand-by is not previously authorized in writing, payment as per Article OAD15.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

- OAD15.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one-half (1/2) his or her basic hourly rate with a minimum credit of two (2) hours pay at his or her basic hourly rate.

PART C - SALARY AND TERM

ARTICLE OAD16 - SALARY

- OAD16.1
- (a) Effective January 1, 1994, salary rates in effect December 31, 1993, will be maintained to December 31, 1998. Classifications with an effective date later than January 1, 1994, shall maintain the salary rate of that date until December 31, 1998.
 - (b) The salary rates for all classifications are contained in the Salary Schedule attached.
 - (c) For greater clarity, the requirement for unpaid leave days and related salary reductions provided for in the Social Contract Act Sectoral Agreement and the OPSEU Appendix are in effect only until March 31, 1996.
 - (d) Effective April 1, 1996, the practice of merit increases will resume on the employee's normal anniversary date subsequent to March 31, 1996.

IMPLEMENTATION

- OAD16.2 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

ARTICLE OAD17 - TERM OF AGREEMENT

- OAD17.1 This Agreement covers the period from January 1, 1994, to December 31, 1998. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be March 31, 1996. This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the Labour Relations Act, 1995, and the Crown Employees Collective Bargaining Act, 1993.

Signed this 30th day of August, 1996, in Toronto, Ontario.

FOR THE UNION:

ELIZABETH HUITEMA
TWILA ROULSTON
ELIZABETH ANICH
WILLIAM CROSS
JOE CATROPPA
KAREN MANLEY
EDNA BOWES
HOWARD LAW
LEAH CASSELMAN

FOR THE EMPLOYER:

PERCY TOOP
NORMAN MANARA
LORI ASELSTINE
RON BRETT
BETTY CHAI
MARC RONDEAU
MICHELINE SEGUIN
KHALID SIDDIQI

PART D - APPENDICES

APPENDIX OAD1

SCHEDULE A - AVERAGING OF HOURS OF WORK

Schedule A Averaging Of Hours Of Work

The number of hours of work per week prescribed shall be computed as a weekly average over one (1) year, where the duties of a civil servant require:

- that he or she work more than the number of hours per week prescribed at regularly recurring times of the year, or
- that the number of hours per week be normally irregular.

Averaging Period:

The averaging period for each class and/or position:

- will conform to the twelve (12) month calendar period which reflects the work cycle of that class and/or position, and
- will be reported to the bargaining agent.

Prorating:

Periods of employment of less than twelve (12) months in an averaging period (e.g., due to appointment, transfer, separation, etc.) will be prorated.

Hours Per Averaging Period:

The hours of work required shall correspond to a thirty-six and one-quarter (36 1/4) hour week or a forty (40) hour week averaged over the twelve (12) month calendar period.

Changes to Hours Per Averaging Period:

If at any time, a ministry requires a different hours base for a class or for a position within a class (e.g., equivalent of forty (40) hours per week instead of thirty-six and one-quarter (36 1/4) hours per week), the ministry must:

- alter the affected employees' salaries proportionately, and
- notify the Negotiations Secretariat, Management Board Secretariat, and the Union of any such changes.

Record of Hours Worked:

A record will be maintained for each employee affected showing a running total of hours worked:

- on his or her regular working days, and
- during the averaging period.

Excessive Buildup of Hours Worked:

When an employee's buildup of hours worked is becoming excessive, he or she:

- may be required to take time off on an hour-for-hour basis, in order to bring his or her hours accumulation into line with the hours requirement for the averaging period, and
- will be given reasonable notice, where circumstances permit, of any such time off.

Calculation of Hourly Rate:

In all cases, the basic hourly rate of pay for employees on averaging is to be determined by dividing the weekly rate of the class by thirty-six and one-quarter (36 1/4) or forty (40) as applicable, unless the basic hourly rate of pay already exists.

Hours Worked Over Annual Requirement:

At the end of the averaging period, any excess hours standing to the employee's credit over and above the annual hours requirement will be considered as overtime.

Normally, the employee shall be paid for his or her overtime credits. Such payment shall be based on the basic hourly rate he or she was receiving on the last day of the averaging period. Compensating time off may be substituted for payment of overtime credits as follows:

- (a) Where there is insufficient work for an employee to the extent that his or her presence is not required for a period of time, in which case:
 - a ministry has the authority to direct that the employee take time off rather than receive pay for the overtime credits, and
 - such time off must be taken commencing during the first month of the next averaging period;
- or
- (b) In circumstances other than the above and where the employee and his or her supervisor mutually agree to compensating leave, in which case the time off will commence:

- within the first month of the next averaging period, or
- at an otherwise mutually satisfactory time.

Hours Worked on Holidays or Other Than Regular Workdays:

- a) All hours worked on a holiday included under Article 47 (Holidays) of the Central Agreement shall be paid at the rate of two (2) times the basic hourly rate that the employee was receiving when the holiday was worked.
- b) All hours worked on a day that is not a regular working day for the employee will be treated as overtime and based on the rate he or she was receiving when the overtime was worked.

APPENDIX OAD2

CUSTODIAL RESPONSIBILITY ALLOWANCE

September 23, 1985 revised March 29, 1996

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

Dear Mr. Todd:

Re: Custodial Responsibility Allowance (K1) - Article 7.8 of the Central Agreement

This will confirm that effective January 1, 1984, a Custodial Responsibility Allowance of two thousand dollars (\$2,000.00) per year is payable to employees of the Ministry of the Solicitor General and Correctional Services and employees working in training schools operated by the Ministry of Community and Social Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
- (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of inmates or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;

- (c) (i) they are required, for the major portion of their working time, to direct inmates or wards engaged in beneficial labour;

or

- (ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of inmates or wards engaged in beneficial labour;

and

- (d) they are responsible for the custody of inmates or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - \$38.40/week
- hourly rated classes:
 - 40 hour week - \$0.96/hour
 - 36 1/4 hour week - \$1.06/hour

Yours truly,

P. Mooney
Senior Staff Relations Officer

APPENDIX OAD3

TRAINING AND DEVELOPMENT

Letter of Agreement Regarding Training and Development

The parties agree that a joint subcommittee of the CERC will be established to examine issues related to Training and Development as they apply to the Office Administration Bargaining Unit.

The mandate of the subcommittee will include:

- reviewing the structure or development of internal training programs and special project training assignments;

- investigating professional development opportunities.

The subcommittee shall be comprised of equal numbers of Union and Employer representatives and shall be activated within ninety (90) days of the signing of this Agreement. One of the Union representatives will be from the Office Administration Bargaining Unit.

It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

APPENDIX OAD4

SCHEDULE 5 EMPLOYEES

Letter of Agreement Regarding Article OAD2 - Hours of Work Schedule 5 Employees

The parties hereby agree that the CERC will designate a subcommittee comprising two (2) people from each party. The Employer will provide the necessary information concerning Schedule 5 employees.

The subcommittee will:

1.
 - (a) discuss the transfer of employees presently within Schedule 5 to other schedules in accordance with the provisions of Article OAD2.5 and Article OAD2.6;
 - (b) further discuss the allocation of rates of pay within the salary ranges and grid development and placement;
 - (c) after such discussions, the subcommittee will make recommendations to the CERC;
 - (d) make all reasonable efforts to complete its work by July 1, 1996;
 - (e) in developing the wage grid and grid placement, the current salary minimums and maximums for each classification will be maintained and no employee will suffer a reduction in pay as a result of placement on the grid.
2. The recommendations shall be provided to the CERC for agreement. The CERC shall draw up those recommendations that are agreed upon by the parties at the CERC as a Letter of Agreement appended to the Collective Agreement and those items shall be implemented for the remaining period of the Collective Agreement.
3. Any part of the recommendations of the subcommittee that are not agreed upon and implemented by the CERC as in item 2 above shall be provided to the two (2) parties'

bargaining teams along with all available relevant documentation, for use in the next round of bargaining.

4. It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

SALARY SCHEDULE

OFFICE ADMINISTRATION BARGAINING UNIT

The following classifications apply to employees with an appointment status of classified, unclassified and student:

[S-A = semi-annual progression, SA-0# = semi-annual progression until #th step]

	HOURS OF WORK SCHEDULE
51223 AREA SUPPLY SUPERVISOR (BARGAINING UNIT)	6
01/01/94: 844.47 871.80 898.31	
95400 CLERICAL SERVICES (BU) CCL08	3
14/02/94: 17.28 17.77 18.27 18.79 19.32	
95401 CLERICAL SERVICES (BU) CCL09	3
14/02/94: 18.21 18.73 19.27 19.82 20.40	
95402 CLERICAL SERVICES (BU) CCL10	3
14/02/94: 19.15 19.71 20.29 20.89 21.52	
95403 CLERICAL SERVICES (BU) CCL11	3
14/02/94: 20.26 20.86 21.48 22.12 22.79	
95404 CLERICAL SERVICES (BU) CCL12	3
14/02/94: 21.41 22.06 22.73 23.43 24.15	
95405 CLERICAL SERVICES (BU) CCL13	3
14/02/94: 22.69 23.38 24.10 24.84 25.61	
95406 CLERICAL SERVICES (BU) CCL14	3
14/02/94: 24.03 24.78 25.56 26.36 27.20	
95407 CLERICAL SERVICES (BU) CCL15	3
14/02/94: 25.43 26.25 27.11 27.99 28.91	
51200 CLERK 1, SUPPLY	4-7
S-A 01/01/94:13.58 13.74 14.01	

51202 CLERK 2, SUPPLY						4-7
S-A 01/01/94:14.91	15.16	15.43				
51204 CLERK 3, SUPPLY						4-7
01/01/94: 15.69	16.01	16.33				
51206 CLERK 4, SUPPLY						4-7
01/01/94: 16.02	16.34	16.70				
51208 CLERK 5, SUPPLY						4-7
01/01/94: 16.75	17.14	17.46				
51210 CLERK 6, SUPPLY						4-7
01/01/94: 17.83	18.24	18.68				
51211 CLERK 7, SUPPLY (BARGAINING UNIT)						4
01/01/94: 781.40	805.17	828.96				
00482 COURT REPORTER 1						3
01/01/94: 568.59	582.42	597.53	612.65	627.70		
00484 COURT REPORTER 2						3
01/01/94: 680.47	699.01	718.76	739.27	760.40		
00485 COURT REPORTER 3						3
01/01/94: 729.69	753.87	778.01	804.19	838.09		
00490 COURT REPORTER APPRENTICE						3
01/01/94: 459.87	469.59	479.26				
31500 DATA PROCESSING TECHNICIAN 1						3-7
S-A 01/01/94:	521.95	533.20	544.39	556.84		
31502 DATA PROCESSING TECHNICIAN 2						3-7
01/01/94: 567.44	579.88	592.33	606.07	621.01		
31504 DATA PROCESSING TECHNICIAN 3						3-7
01/01/94: 599.19	613.55	628.47	643.45	659.65		
31506 DATA PROCESSING TECHNICIAN 4						3-7
01/01/94: 637.85	654.01	670.23	688.26	706.60		
31508 DATA PROCESSING TECHNICIAN 5						3-7
01/01/94: 685.64	703.94	722.27	741.92	762.81		

31510 DATA PROCESSING TECHNICIAN 6						3-7
01/01/94:	732.77	752.38	773.32	795.54	818.46	
31512 DATA PROCESSING TECHNICIAN 7						3-7
01/01/94:	786.41	808.68	832.20	857.06	889.80	
51230 DISTRICT STOCKROOM AND WAREHOUSE CLERK						4-7
01/01/94:	16.75	17.14	17.46			
05912 DRIVER EXAMINATION SUPERVISOR						3
01/01/94:	718.46	746.43	775.54	805.79	837.22	
14/12/94:	718.46	746.43	775.54	805.79	837.22	
01/01/95:	718.46	746.43	775.54	805.79	837.22	
05914 DRIVER EXAMINATION SUPERVISOR 1						3
01/01/94:	702.21	722.91	745.11	768.71	792.38	
05911 DRIVER EXAMINER						3
01/01/94:	694.80	715.50	737.69			
05910 DRIVER EXAMINER (PROBATIONARY)						3
01/01/94:	627.65					
01OAD OFFICE ADMINISTRATION 01						3-7
S-A 01/01/94:	14.39	14.65	14.96	15.26	15.57	
02OAD OFFICE ADMINISTRATION 02						3-7
S-A 01/01/94:	14.61	14.93	15.23	15.54	15.87	
03OAD OFFICE ADMINISTRATION 03						3-7
S-A 01/01/94:	14.93	15.23	15.55	15.87	16.23	
04OAD OFFICE ADMINISTRATION 04						3-7
SA-04 01/01/94:	15.23	15.55	15.87	16.23	16.58	
05OAD OFFICE ADMINISTRATION 05						3-7
SA-03 01/01/94:	15.57	15.93	16.27	16.61	16.99	
06OAD OFFICE ADMINISTRATION 06						3-7
SA-02 01/01/94:	15.97	16.30	16.63	17.03	17.39	
07OAD OFFICE ADMINISTRATION 07						3-7
01/01/94:	16.37	16.74	17.13	17.53	17.94	

08OAD	OFFICE ADMINISTRATION 08	3-7
01/01/94:	16.99 17.35 17.75 18.17 18.60	
09OAD	OFFICE ADMINISTRATION 09	3-7
01/01/94:	17.76 18.17 18.57 19.00 19.49	
10OAD	OFFICE ADMINISTRATION 10	3
01/01/94:	18.64 19.13 19.63 20.14 20.66	
11OAD	OFFICE ADMINISTRATION 11	3
01/01/94:	20.25 20.83 21.46 22.11 22.77	
12OAD	OFFICE ADMINISTRATION 12	3
01/01/94:	22.02 22.69 23.38 24.12 24.80	
13OAD	OFFICE ADMINISTRATION 13	3
01/01/94:	23.51 24.26 24.98 25.81 26.57	
95408	OFFICE EQUIPMENT OPERATION (BU) CEQ10	3
14/02/94:	19.85 20.41 20.99 21.60 22.22	
95409	OFFICE EQUIPMENT OPERATION (BU) CEQ11	3
14/02/94:	20.96 21.56 22.18 22.82 23.49	
95410	OFFICE EQUIPMENT OPERATION (BU) CEQ12	3
14/02/94:	22.11 22.76 23.44 24.13 24.85	
95411	OFFICE EQUIPMENT OPERATION (BU) CEQ13	3
14/02/94:	23.39 24.08 24.80 25.55 26.31	
02039	PURCHASING AGENT	3
01/01/94:	746.05 769.16 792.33 816.96 842.76	
01/01/95:	746.05 769.16 792.33 816.96 842.76	
02040	PURCHASING OFFICER 1	3
01/01/94:	613.11 629.93 649.03 668.95 689.51	
02042	PURCHASING OFFICER 2	3
01/01/94:	713.07 735.14 757.27 780.79 805.77	
02044	PURCHASING OFFICER 3	3
01/01/94:	786.46 813.67 842.76 873.75 906.62	
95102	PURCHASING & SUPPLY (BU) APS13	4
14/02/94:	688.46 694.35 721.26 749.20 778.24	

00038 SENIOR USHER AND MESSENGER						3-7
01/01/94:	578.42	588.40	598.37	609.33	620.31	
51232 SHIPPER						4-7
01/01/94:	15.77	16.04	16.32			
01/01/95:	15.77	16.04	16.32			
51234 SHIPPER-RECEIVER						4-7
01/01/94:	15.77	16.04	16.32			
01/01/95:	15.77	16.04	16.32			
51215 STOCKKEEPER, DISTRIBUTION CENTRE						4-7
01/01/94:	15.70	15.98	16.26			
51217 STORES/REPRODUCTION CLERK						4-7
S-A 01/01/94:	15.34	15.58	15.88			
00486 SUPREME COURT REPORTER 1						6
01/01/94:	832.53	859.19	892.26	927.85	964.69	
00036 USHER AND MESSENGER						3-7
S-A 01/01/94:	539.54	548.51	557.49	566.48	576.43	
51213 WAREHOUSE GROUP LEADER						4-7
01/01/94:	19.25	19.68	20.16			

In accordance with past agreements the following classifications in the unclassified service, for which there are no equivalent classifications in the Civil Service, have been linked to this Bargaining Unit for the purpose of wage increases:

U0111 MERCHANDISER 1		3
01 /01/94:	10.62	
U0130 MERCHANDISER 2		3
01/01/94:	12.47	
U0131 MERCHANDISER 3		3
01/01/94:	13.05	
U0112 MERCHANDISER 4		3
01/01/94:	14.37	
U0132 MERCHANDISER 5		3
01/01/94:	15.21	

The following classifications apply to employees with an appointment status of student and GO Temp:

GT400	OAD - OPEN CLASS 14/02/94: No established rate. This classification was established for pay purposes to meet the specific requirements of ministries where no equivalent GO Temp classification exists. [This class expires on May 31, 1996, as per Article 34.3.1 of the Central Collective Agreement]	
GT401 14/02/94:	CLERICAL TYPIST 1 11.37	3
GT402 14/02/94:	CLERICAL TYPIST 2 12.56	3
GT403 14/02/94:	CLERICAL TYPIST 3 13.38	3
GT404 14/02/94:	CLERICAL TYPIST 4 14.11	3
GT405 14/02/94:	DATA ENTRY OPERATOR 1 11.37	3
GT406 14/02/94:	DATA ENTRY OPERATOR 2 12.96	3
GT407 14/02/94:	DATA ENTRY OPERATOR 3 14.11	3
GT408 14/02/94:	DATA PROCESSING TECHNICIAN 1 12.16	3
GT409 14/02/94:	DATA PROCESSING TECHNICIAN 2 13.45	3
GT410 14/02/94:	DATA PROCESSING TECHNICIAN 3 14.33	3
GT411 14/02/94:	DATA PROCESSING TECHNICIAN 4 15.12	3

GT412 14/02/94:	DICTA TYPIST 1 11.53	3
GT413 14/02/94:	DICTA TYPIST 2 12.73	3
GT414 14/02/94:	DICTA TYPIST 3 13.56	3
GT415 14/02/94:	DICTA TYPIST 4 14.26	3
GT416 14/02/94:	ENUMERATOR 1 9.40	3
GT417 14/02/94:	ENUMERATOR 2 10.68	3
GT418 14/02/94:	FILING CLERK 1 11.10	3
GT419 14/02/94:	FILING CLERK 2 12.54	3
GT420 14/02/94:	FILING CLERK 3 13.76	3
GT421 14/02/94:	FILING CLERK 4 14.56	3
GT422 14/02/94:	GENERAL CLERK 1 11.10	3
GT423 14/02/94:	GENERAL CLERK 2 12.75	3
GT424 14/02/94:	GENERAL CLERK 3 14.16	3
GT425 14/02/94:	GENERAL CLERK 4 15.24	3
GT426 14/02/94:	GENERAL CLERK 5 17.03	3

GT427	GENERAL CLERK 6	3
14/02/94:	18.70	
GT428	GENERAL CLERK 7	3
14/02/94:	20.56	
GT429	MAIL CLERK 1	3
14/02/94:	11.10	
GT430	MAIL CLERK 2	3
14/02/94:	12.49	
GT431	MAIL CLERK 3	3
14/02/94:	13.76	
GT432	OPERATOR 1, CENTRAL SWITCHBOARD	3
14/02/94:	12.28	
GT433	OPERATOR 2, CENTRAL SWITCHBOARD	3
14/02/94:	13.12	
GT434	POSO ACCOUNTANT	3
14/02/94:	16.42	
GT435	POSO CLERK	3
14/02/94:	14.69	
GT436	PURCHASING OFFICER 1	3
14/02/94:	15.02	
GT437	PURCHASING OFFICER 2	3
14/02/94:	17.73	
GT438	PURCHASING OFFICER 3	3
14/02/94:	19.74	
GT439	SECRETARY 1	3
14/02/94:	11.85	
GT440	SECRETARY 2	3
14/02/94:	12.78	
GT441	SECRETARY 3	3
14/02/94:	13.99	

GT442	SECRETARY 4	3
14/02/94:	14.86	
GT443	SECRETARY 5	3
14/02/94:	16.06	
GT444	SECRETARY 6	3
14/02/94:	16.28	
GT445	SECRETARY 7	3
14/02/94:	17.51	
GT446	SECRETARY 8	3
14/02/94:	18.46	
GT452	STUDENT QUEBEC EXCHANGE	
14/02/94:	8.25	
	[Hours of work schedule is according to the position of the employee.]	
GT447	SUPPLY CLERK 1	4
14/02/94:	10.77	
GT448	SUPPLY CLERK 2	4
14/02/94:	12.16	
GT449	SUPPLY CLERK 3	4
14/02/94:	13.07	
GT450	WORD PROCESSOR 1	3
14/02/94:	17.45	
GT451	WORD PROCESSOR 2	3
14/02/94:	19.74	

THIS COLLECTIVE AGREEMENT

made on the 30th day of August, 1996

between

THE CROWN IN RIGHT OF ONTARIO

Represented by Management Board of Cabinet

(Hereinafter referred to as the "Employer")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as the "Union")

for the

OPERATIONAL AND MAINTENANCE BARGAINING UNIT

OPERATIONAL AND MAINTENANCE BARGAINING UNIT COLLECTIVE AGREEMENT

TABLE OF CONTENTS

ARTICLE	PAGE
PART A - WORKING CONDITIONS	
OPM1 Recognition	262
OPM2 Hours of Work	262
Schedule 3 and 3.7	262
Schedule 4 and 4.7	262
Schedule 6	262
Schedule A	262
OPM3 Days Off	263
OPM4 Scheduled Tour of Duty or Shift	263
OPM5 Shift Schedules	263
OPM6 Shift Premium	264
OPM7 Rest Periods	264
OPM8 Overtime	264
OPM9 Call Back	265
OPM10 Stand-by Time	265
OPM11 On-Call Duty	266
OPM12 Meal Allowance	267
OPM13 Holiday Payment	268
PART B - REGULAR PART-TIME CIVIL SERVANTS	
OPM14 Overtime	269
OPM15 Stand-by Time	269
PART C - SALARY AND TERM	
OPM16 Salary	270
Implementation	270
OPM17 Term of Agreement	271
PART D - APPENDICES	
Appendix OPM1 - Schedule A - Averaging of Hours of Work	272
Appendix OPM2 - Custodial Responsibility Allowance	274
Appendix OPM3 - Training and Development	276
Appendix OPM4 - Article OPM2 - Schedule 5 Employees	276
GENERAL NOTES AND ALLOWANCES	277
SALARY SCHEDULE	279

PART A - WORKING CONDITIONS

ARTICLE OPM1 - RECOGNITION

- OPM1.1 The Ontario Public Service Employees Union (OPSEU) for the purpose of this Collective Agreement is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees contained within the Operational and Maintenance Bargaining Unit.
- OPM1.2 For greater certainty, such employees include classified and unclassified employees, students, GO Temps and such other employees as may be mutually agreed.
- OPM1.3 For greater certainty, this Agreement shall apply to the employees in the Operational and Maintenance Bargaining Unit and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties. A list of the classifications is attached in the Salary Schedule.

ARTICLE OPM2 - HOURS OF WORK

- OPM2.1 SCHEDULE 3 and 3.7
- The normal hours of work for employees on these schedules shall be thirty-six and one-quarter (36 1/4) hours per week and seven and one-quarter (7 1/4) hours per day.
- OPM2.2 SCHEDULE 4 and 4.7
- The normal hours of work for employees on these schedules shall be forty (40) hours per week and eight (8) hours per day.
- OPM2.3 SCHEDULE 6
- The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36 1/4) hours per week.
- OPM2.4 SCHEDULE A
- Averaging of Hours of Work - see Appendix OPM1 (Schedule A - Averaging of Hours of Work) attached.
- OPM2.5 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.

- OPM2.6 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When the transfer occurs, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly.

ARTICLE OPM3 - DAYS OFF

- OPM3.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the ministry.

ARTICLE OPM4 - SCHEDULED TOUR OF DUTY OR SHIFT

- OPM4.1 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

ARTICLE OPM5 - SHIFT SCHEDULES

- OPM5.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he or she shall be paid time and one-half (1 1/2) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministry's control.
- OPM5.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1 1/2) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article OPM8 (Overtime) or Article OPM9 (Call Back).
- OPM5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.
- OPM5.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.
- OPM5.5 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.

ARTICLE OPM6 - SHIFT PREMIUM

- OPM6.1.1 Effective January 1, 1992, an employee shall receive a shift premium of fifty-two cents (52¢) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-two cents (52¢) per hour premium shall be paid for all hours worked.
- OPM6.1.2 Effective January 1, 1992, an employee shall receive a shift premium of sixty-two cents (62¢) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the sixty-two cents (62¢) per hour premium shall be paid for all hours worked.
- OPM6.2 Notwithstanding Articles OPM6.1.1 and OPM6.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- OPM6.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- OPM6.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

ARTICLE OPM7 - REST PERIODS

- OPM7.1 The present practice for rest periods in each shift shall be maintained.

ARTICLE OPM8 - OVERTIME

- OPM8.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1 1/2) times the employee's basic hourly rate.
- OPM8.2.1 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- OPM8.2.2 In this article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.
- OPM8.3.1 Employees in Schedules 3.7 and 4.7 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall be paid at the overtime rate.
- OPM8.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.

- OPM8.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.
- OPM8.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- OPM8.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- OPM8.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off, shall receive equivalent time off.
- OPM8.7.2 Notwithstanding Article OPM8.7.1 and Article OPM13.7 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1 1/2) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36 1/4) hours per week, for all such work after eight (8) hours in a 24-hour period.

ARTICLE OPM9 - CALL BACK

- OPM9.1 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of four (4) hours' pay at one and one-half (1 1/2) times his or her basic hourly rate.

ARTICLE OPM10 - STAND-BY TIME

- OPM10.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the workplace.
- OPM10.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.

- OPM10.3 Where stand-by is not previously authorized in writing, payment as per Article OPM10.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- OPM10.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half (1/2) his or her basic hourly rate with a minimum credit of four (4) hours' pay at his or her basic hourly rate.

ARTICLE OPM11 - ON-CALL DUTY

- OPM11.1 "On-Call Duty" means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond within a reasonable time to a request for:
- (a) recall to the work place, or
 - (b) the performance of other work as required.
- OPM11.2 It is understood that a return to the workplace may not be necessary in all situations.
- OPM11.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles OPM11.1(a) or 11.1(b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.
- OPM11.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.
- OPM11.5 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.
- OPM11.6 Where on-call is not previously authorized in writing, payment as per Article OPM11.7 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.
- OPM11.7 Where an employee is required to be on-call, he or she shall receive one dollar (\$1.00) per hour for all hours that he or she is required to be on-call.

ARTICLE OPM12 - MEAL ALLOWANCE

- OPM12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six dollars (\$6.00)

except where free meals are provided or where the employee is being compensated for meals on some other basis.

- OPM12.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his or her work place.
- OPM12.2.1 Cost of meals may be allowed only:
- OPM12.2.2 If during a normal meal period the employee is travelling on government business other than:
- (a) on patrol duties, except as provided under Article OPM12.2.3, or
 - (b) within twenty-four (24) kilometres of his or her assigned headquarters, or
 - (c) within the metropolitan area in which he or she is normally working;
- OPM12.2.3 If an employee on patrol duties is reimbursed for overnight accommodation required for the trip;
- OPM12.2.4 If, in an unusual non-recurring situation, the department head authorizes such payment;
- OPM12.2.5 If, in any recurring situation, Management Board has authorized such payments because of the special nature of the assignments.
- OPM12.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- OPM12.4 The total cost of meals for each day is to be shown.
- OPM12.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.
- OPM12.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Crown employees, he or she may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.
- OPM12.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

ARTICLE OPM13 - HOLIDAY PAYMENT

- OPM13.1 Where an employee works on a holiday included under Article 47 (Holidays) of the Central Agreement, he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7 1/4), eight (8), or the number of regularly scheduled hours, as applicable.
- OPM13.2 In addition to the payment provided by Article OPM13.1, an employee who works on the holiday shall receive either seven and one-quarter (7 1/4) or eight (8) hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter (7 1/4) or eight (8) hours as applicable, provided the employee opts for compensating leave prior to the holiday.
- OPM13.3 It is understood that Articles OPM13.1 and OPM13.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- OPM13.4 When a holiday included under Article 47 (Holidays) of the Central Agreement coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.
- OPM13.5 Any compensating leave accumulated under Articles OPM13.2 and OPM13.4 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- OPM13.6 Any compensating leave accumulated under Articles OPM13.2 and OPM13.4 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- OPM13.7 Notwithstanding anything in Article OPM13, employees who are in classifications assigned to Schedule 6 and who are required to work on a holiday included in Article 47 (Holidays) of the Central Agreement shall receive equivalent time off.

PART B - REGULAR PART-TIME CIVIL SERVANTS

ARTICLE OPM14 - OVERTIME

- OPM14.1.1 "Overtime" means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7 1/4) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day.

- OPM14.1.2 In the distribution of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- OPM14.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate.
- OPM14.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- OPM14.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- OPM14.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- OPM14.5 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.
- OPM14.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

ARTICLE OPM15 - STAND-BY TIME

- OPM15.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the work place.
- OPM15.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- OPM15.3 Where stand-by is not previously authorized in writing, payment as per Article OPM15.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

OPM15.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one-half (1/2) his or her basic hourly rate with a minimum credit of two (2) hours pay at his or her basic hourly rate.

PART C - SALARY AND TERM

ARTICLE OPM16 - SALARY

- OPM16.1
- (a) Effective January 1, 1994, salary rates in effect December 31, 1993, will be maintained to December 31, 1998. Classifications with an effective date later than January 1, 1994, shall maintain the salary rate of that date until December 31, 1998.
 - (b) The salary rates for all classifications are contained in the Salary Schedule attached.
 - (c) For greater clarity, the requirement for unpaid leave days and related salary reductions provided for in the Social Contract Act Sectoral Agreement and the OPSEU Appendix are in effect only until March 31, 1996.
 - (d) Effective April 1, 1996, the practice of merit increases will resume on the employee's normal anniversary date subsequent to March 31, 1996.

IMPLEMENTATION

- OPM16.2 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

ARTICLE OPM17 - TERM OF AGREEMENT

- OPM17.1 This Agreement covers the period from January 1, 1994, until December 31, 1998. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be March 31, 1996. This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice to the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the Labour Relations Act, 1995, and the Crown Employees Collective Bargaining Act, 1993.

Signed this 30th day of August, 1996, in Toronto, Ontario.

FOR THE UNION:

TERRY STINSON
PAT HISLOP
JAMES TOCKER
GORD WALLIS
ABIDH KHAN
GARRY DESJARDINE
GLEN HIGGS
ROBERT FIELD
LEAH CASSELMAN

FOR THE EMPLOYER:

ELIZABETH McKNIGHT
ROB SCOULLER
CAROLYN REID
COLLEEN WILSON

PART D - APPENDICES

APPENDIX OPM1

SCHEDULE A - AVERAGING OF HOURS OF WORK

Schedule A Averaging Of Hours Of Work

The number of hours of work per week prescribed shall be computed as a weekly average over one (1) year, where the duties of a civil servant require:

- that he or she work more than the number of hours per week prescribed at regularly recurring times of the year; or
- that the number of hours per week be normally irregular.

Averaging Period:

The averaging period for each class and/or position:

- will conform to the twelve (12) month calendar period which reflects the work cycle of that class and/or position, and
- will be reported to the bargaining agent.

Prorating:

Periods of employment of less than twelve (12) months in an averaging period (e.g., due to appointment, transfer, separation, etc.) will be prorated.

Hours Per Averaging Period:

The hours of work required shall correspond to a thirty-six and one-quarter (36 1/4) hour week or a forty (40) hour week averaged over the twelve (12) month calendar period.

Changes to Hours Per Averaging Period:

If at any time, a ministry requires a different hours base for a class or for a position within a class (e.g., equivalent of forty (40) hours per week instead of thirty-six and one-quarter (36 1/4) hours per week), the ministry must:

- alter the affected employees' salaries proportionately, and

- notify the Negotiations Secretariat, Management Board Secretariat, and the Union of any such changes.

Record of Hours Worked:

A record will be maintained for each employee affected showing a running total of hours worked:

- on his or her regular working days, and
- during the averaging period.

Excessive Buildup of Hours Worked:

When an employee's buildup of hours worked is becoming excessive, he or she:

- may be required to take time off on an hour-for-hour basis, in order to bring his or her hours accumulation into line with the hours requirement for the averaging period, and
- will be given reasonable notice, where circumstances permit, of any such time off.

Calculation of Hourly Rate:

In all cases, the basic hourly rate of pay for employees on averaging is to be determined by dividing the weekly rate of the class by thirty-six and one-quarter ($36 \frac{1}{4}$) or forty (40) as applicable, unless the basic hourly rate of pay already exists.

Hours Worked Over Annual Requirement:

At the end of the averaging period, any excess hours standing to the employee's credit over and above the annual hours requirement will be considered as overtime.

Normally, the employee shall be paid for his or her overtime credits. Such payment shall be based on the basic hourly rate he or she was receiving on the last day of the averaging period. Compensating time off may be substituted for payment of overtime credits as follows:

- (a) Where there is insufficient work for an employee to the extent that his or her presence is not required for a period of time, in which case:
 - a ministry has the authority to direct that the employee take time off rather than receive pay for the overtime credits, and
 - such time off must be taken commencing during the first month of the next averaging period;

or

- (b) In circumstances other than the above and where the employee and his or her supervisor mutually agree to compensating leave, in which case the time off will commence:
- within the first month of the next averaging period, or
 - at an otherwise mutually satisfactory time.

Hours Worked on Holidays or Other Than Regular Workdays:

- a) All hours worked on a holiday included under Article 47 (Holidays) of the Central Agreement shall be paid at the rate of two (2) times the basic hourly rate that the employee was receiving when the holiday was worked.
- b) All hours worked on a day that is not a regular working day for the employee will be treated as overtime and based on the rate he or she was receiving when the overtime was worked.

APPENDIX OPM2

CUSTODIAL RESPONSIBILITY ALLOWANCE

September 23, 1985 revised March 29, 1996

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

Dear Mr. Todd:

Re: Custodial Responsibility Allowance (K1) -Article 7.8 of the Central Agreement

This will confirm that effective January 1, 1984, a Custodial Responsibility Allowance of two thousand dollars (\$2,000.00) per year is payable to employees of the Ministry of the Solicitor General and Correctional Services and employees working in training schools operated by the Ministry of Community and Social Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
- (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of inmates or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home

Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;

- (c) (i) they are required, for the major portion of their working time, to direct inmates or wards engaged in beneficial labour;

or

- (ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of inmates or wards engaged in beneficial labour;

and

- (d) they are responsible for the custody of inmates or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - \$38.40/week
- hourly rated classes:
 - 40 hour week - \$0.96/hour
 - 36 1/4 hour week - \$1.06/hour

Yours truly,

P. Mooney
Senior Staff Relations Officer

APPENDIX OPM3

TRAINING AND DEVELOPMENT

Letter of Agreement Regarding Training and Development

The parties agree that a joint subcommittee of the CERC will be established to examine issues related to Training and Development as they apply to the Operational and Maintenance Bargaining Unit.

The mandate of the subcommittee will include:

- reviewing the structure or development of internal training programs and special project training assignments;
- investigating professional development opportunities.

The subcommittee shall be comprised of equal numbers of Union and Employer representatives and shall be activated within ninety (90) days of the signing of this Agreement. One of the Union representatives will be from the Operational and Maintenance Bargaining Unit.

It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

APPENDIX OPM4

SCHEDULE 5 EMPLOYEES

Letter of Agreement Regarding Article OPM2 - Hours of Work Schedule 5 Employees

The parties hereby agree that the CERC will designate a subcommittee comprising two (2) people from each party. The Employer will provide the necessary information concerning Schedule 5 employees.

The subcommittee will:

1. (a) discuss the transfer of employees presently within Schedule 5 to other schedules in accordance with the provisions of Article OPM2.5 and Article OPM2.6;
- (b) further discuss the allocation of rates of pay within the salary ranges and grid development and placement;
- (c) after such discussions, the subcommittee will make recommendations to the CERC;
- (d) make all reasonable efforts to complete its work by July 1, 1996;

- (e) in developing the wage grid and grid placement, the current salary minimums and maximums for each classification will be maintained and no employee will suffer a reduction in pay as a result of placement on the grid.
- 2. The recommendations shall be provided to the CERC for agreement. The CERC shall draw up those recommendations that are agreed upon by the parties at the CERC as a Letter of Agreement appended to the Collective Agreement and those items shall be implemented for the remaining period of the Collective Agreement.
- 3. Any part of the recommendations of the subcommittee that are not agreed upon and implemented by the CERC as in item 2 above shall be provided to the two (2) parties' bargaining teams along with all available relevant documentation, for use in the next round of bargaining.
- 4. It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

GENERAL NOTES AND ALLOWANCES

OPERATIONAL AND MAINTENANCE BARGAINING UNIT

Classification notes and salary allowances applicable to classifications in this Bargaining Unit:

- G4 A steam plant engineer in charge of all the shift engineers, in a power plant, who acts as the assistant to a steam plant chief who has responsibility for all institutional maintenance, shall be permitted to progress one (1) rate beyond the maximum for the established salary range. The maximum rate to which an employee who is occupying a position classified as Steam Plant Engineer 2 or Steam Plant Engineer 3 and who is in receipt of this classification note may progress is contained in parentheses.
- G5 Manual Workers who are assigned to operate type "O" equipment in one (1) season in each year, for not less than forty percent (40%) of the year's working time, shall be permitted to be paid one (1) rate above each listed rate in the salary range. The maximum rate to which an employee who is occupying a position classified as Manual Worker and who is in receipt of this classification note may progress is contained in parentheses
- K1 Refer to Appendix OPM2 - Custodial Responsibility Allowance.
- K2 An allowance of one hundred dollars (\$100.00) is payable to the staff of the Oak Ridge Wing, Penetanguishene Mental Health Centre, in addition to the rates specified in the salary range for the classification to which they are assigned, provided the Superintendent certifies that they meet the following requirements:

- a) they are not professional staff, i.e. physicians, nurses, occupational therapists, social workers, psychologists, etc;
- b) they are not clerical or office staff;
- c) they are not attendants;
- d) they are not foremen/women;
- e) they spend fifty percent (50%) of their time in close contact with patients at Oak Ridge, under circumstances in which attendants, nurses or physicians are not present.

All persons who, on July 1, 1966, do not meet the above criteria but who are presently receiving the \$100 bonus, may retain it as long as they continue to occupy their present positions.

Weekly rated classes - \$1.92/week

Hourly rated classes - \$0.05/hour (40 hour week)

- K15 A tool allowance of one hundred dollars (\$100.00) shall be paid to employees who are in positions classified in the following classes, provided that these employees are required to use their own tool kits and further provided that the employees have been continuously employed for at least one (1) year:

Air Engineer 1

Air Engineer 2

Air Engineer 3

Air Engineer 4

SALARY SCHEDULE

OPERATIONAL AND MAINTENANCE BARGAINING UNIT

The following classifications apply to employees with an appointment status of classified, unclassified and student:

[S-A = semi-annual progression]

HOURS OF
WORK
SCHEDULE

95500 AGRICULTURAL SUPPORT (BU) OAG11	4
14/02/94: 14.05 15.15 16.34	
19120 AGRICULTURAL WORKER 1	4-7
01/01/94: 15.34 15.62	
19122 AGRICULTURAL WORKER 2	4-7
01/01/94: 15.62 15.91	
19124 AGRICULTURAL WORKER 3	4-7
01/01/94: 15.88 16.16 16.51	
19126 AGRICULTURAL WORKER 4	A (36 1/4)
01/01/94: 671.91 691.19 710.49	
17657 AIR ENGINEER 1	4-7
01/01/94: 20.15 20.62	
K15	
17659 AIR ENGINEER 2	4-7
01/01/94: 21.15 21.73	
K15	
17661 AIR ENGINEER 3	4-7
01/01/94: 22.28 22.91	
K15	
17663 AIR ENGINEER 4	6
01/01/94: 937.62 965.03	
K15	
17660 ASSISTANT PLANT SUPERINTENDENT, AIR SERVICE	6
01/01/94: 863.26 892.69 924.68	

94010 BOOKBINDER 1	4-7
S-A 01/01/94: 17.45 17.88	
94012 BOOKBINDER 2	4-7
01/01/94: 18.37 18.79	
12830 BRIDGE OPERATOR	4-7
S-A 01/01/94: 14.71 14.97	
93147 BUILDING CONTRACT ADMINISTRATOR	3-7
01/01/94: 930.67 960.16 991.39	
01/01/95: 930.67 960.16 991.39	
40115 BUILDING SYSTEMS OPERATOR	4-7
01/01/94: 20.51 20.95	
01/01/95: 20.51 20.65	
50630 BUILDINGS CARETAKER 1	4-7
S-A 01/01/94: 14.54 14.84	
50632 BUILDINGS CARETAKER 2	4-7
01/01/94: 14.84 15.13	
50640 BUILDINGS CARETAKER 6	3-7
01/01/94: 789.00 813.12 838.02	
50625 BUILDINGS CLEANER AND HELPER 3 (BARGAINING UNIT)	4
01/01/94: 610.14 625.45 640.03	
17270 CABLE FERRY OPERATOR 1	4-7
S-A 01/01/94: 15.44 15.74	
17272 CABLE FERRY OPERATOR 2	4-7
01/01/94: 15.74 16.10	
50614 CLEANER 1	4-7
S-A 01/01/94: 14.64 14.84	
50616 CLEANER 2	4-7
S-A 01/01/94: 15.52 15.77	
50618 CLEANER 3	4-7
01/01/94: 16.08 16.38	

50650 CLEANER, OFFICE BUILDINGS						4-7
01/01/94:	15.58					
17232 DECKHAND						4-7
S-A 01/01/94:	14.37	14.71				
50600 ELEVATOR ATTENDANT						4-7
S-A 01/01/94:	14.27	14.51				
17234 FERRY MATE						4-7
S-A 01/01/94:	15.92	16.30				
17600 GARAGE ATTENDANT						4-7
S-A 01/01/94:	14.94	15.22				
17602 GARAGE ATTENDANT SUPERVISOR						4-7
01/01/94:	16.49	16.89				
95509 GENERAL OPERATIONAL (10OGN)						4
08/05/95:	539.29	560.26	582.05	604.69	628.21	
95510 GENERAL OPERATIONAL (11OGN)						4
08/05/95:	578.14	600.45	623.64	647.72	672.73	
95511 GENERAL OPERATIONAL (12OGN)						6
08/05/95:	612.34	636.12	660.81	686.47	713.13	
95512 GENERAL OPERATIONAL (13OGN)						6
08/05/95:	649.75	674.78	700.78	727.79	755.83	
95513 GENERAL OPERATIONAL (14OGN)						6
08/05/95:	698.30	725.43	753.62	782.90	813.33	
95514 GENERAL OPERATIONAL (15OGN)						6
08/05/95:	749.11	778.83	809.75	841.89	875.31	
93103 GUNSMITH 1						3-7
01/01/94:	21.10	21.61				
93105 GUNSMITH 2						3-7
01/01/94:	22.77	23.30				
17250 HIGHWAY EQUIPMENT OPERATOR 1						4-7
S-A 01/01/94:	14.71	15.05				

17252 HIGHWAY EQUIPMENT OPERATOR 2	4-7
S-A 01/01/94: 15.05 15.40	
17254 HIGHWAY EQUIPMENT OPERATOR 3	4-7
S-A 01/01/94: 15.40 15.71	
17256 HIGHWAY EQUIPMENT OPERATOR 4	4-7
S-A 01/01/94: 16.07 16.41	
17619 HIGHWAY EQUIPMENT SUPERVISOR 1	4
01/01/94: 814.15 840.97 869.49	
17621 HIGHWAY EQUIPMENT SUPERVISOR 2	6
01/01/94: 863.26 892.69 924.68	
17623 HIGHWAY EQUIPMENT SUPERVISOR 3	6
01/01/94: 990.41 1033.65 1074.28	
12494 HIGHWAY GENERAL FOREMAN/WOMAN 1	4-7
01/01/94: 16.19 16.61 16.98	
12482 HIGHWAY LABOUR FOREMAN/WOMAN	4-7
01/01/94: 14.97 15.27	
17624 HIGHWAY MAINTENANCE SUPERVISOR	6
01/01/94: 923.81 954.96 988.70	
17617 HIGHWAY SERVICES SUPERVISOR	6
01/01/94: 863.26 892.69 924.68	
19132 INDOOR PLANT SPECIALIST	4-7
01/01/94: 17.79 18.10 18.49	
01/01/95: 17.79 18.10 18.49	
05324 INSPECTOR, OPERATING ENGINEERS' BRANCH	6
01/01/94: 780.74 799.79 820.13	
50641 LEASED FACILITIES COORDINATOR	3-7
01/01/94: 835.65 861.22 887.61	
93145 MAINTENANCE/CONSTRUCTION INSPECTOR	3-7
01/01/94: 952.35 982.53 1014.49	
01/01/95: 952.35 982.53 1014.49	

18608	MANUAL WORKER						4-7
S-A	01/01/94:	14.34	14.60	(14.94)			
G5							
17280	MARINE ENGINEER 1						4-7
S-A	01/01/94:	18.00	18.43				
17282	MARINE ENGINEER 2						4-7
S-A	01/01/94:	18.43	18.91				
17201	MOTOR VEHICLE OPERATOR 1						4-7
S-A	01/01/94:	15.05	15.40				
17203	MOTOR VEHICLE OPERATOR 2						4-7
01/01/94:	15.40	15.71					
95501	OPERATIONAL (BU) OST12						4
14/02/94:	603.45	626.88	651.21	676.50	702.76		
95502	OPERATIONAL (BU) OST13						4
14/02/94:	649.75	674.78	700.78	727.79	755.83		
95503	OPERATIONAL (BU) OST14						4
14/02/94:	698.30	725.43	753.62	782.90	813.33		
95504	OPERATIONAL (BU) OST15						4
14/02/94:	749.11	778.83	809.75	841.49	875.31		
95505	OPERATIONAL (BU) OST16						3
14/02/94:	804.36	836.70	870.35	905.36	941.77		
52560	OPERATOR 1, BINDERY EQUIPMENT						3-7
S-A	01/01/94:	459.41	468.61	478.44	488.79	499.13	
52500	OPERATOR 1, OFFSET EQUIPMENT						3-7
S-A	01/01/94:	459.41	468.61	478.44	488.79	499.13	
52562	OPERATOR 2, BINDERY EQUIPMENT						3-7
S-A	01/01/94:	507.25	518.80	530.34	541.85	554.52	
52502	OPERATOR 2, OFFSET EQUIPMENT						3-7
S-A	01/01/94:	520.52	532.02	543.57	556.28	570.05	
52564	OPERATOR 3, BINDERY EQUIPMENT						3
01/01/94:	552.46	569.78	586.26	604.34	622.46		

52504 OPERATOR 3, OFFSET EQUIPMENT						3-7
SA-02 01/01/94:	554.52	568.35	582.19	596.04	611.04	
52506 OPERATOR 4, OFFSET EQUIPMENT						3
01/01/94:	622.46	641.01	661.75	682.53	704.13	
50604 PARKING ATTENDANT						4-7
S-A 01/01/94:	14.54	14.84				
50606 PARKING CONTROL OFFICER						4-7
01/01/94:	15.54	15.85				
01/01/95:	15.54	15.85				
17261 PILOT 1						6
01/01/94:	656.13	678.71	702.04	726.18	751.24	
17263 PILOT 2						6
01/01/94:	799.45	823.57	849.17	876.05	911.47	
17265 PILOT 3						6
01/01/94:	882.17	912.67	944.20	976.82	1010.65	
17267 PILOT 4						6
01/01/94:	979.92	1013.82	1048.90	1085.21	1122.80	
17269 PILOT 5						6
01/01/94:	1083.96	1121.52	1160.34	1200.56	1242.17	
52524 PLATEMAKER 1						3-7
S-A 01/01/94:	459.41	468.61	478.44	488.79	499.13	
52526 PLATEMAKER 2						3-7
S-A 01/01/94:	520.52	532.02	543.57	556.28	570.05	
95507 PRINTING (BU) OPR10						3
14/02/94:	521.43	541.69	562.74	584.61	607.34	
95508 PRINTING (BU) OPR12						3
14/02/94:	603.45	626.88	651.21	676.50	702.76	
02050 PRINTING ESTIMATOR						3-7
01/01/94:	21.46	22.03	22.61			
50470 RESIDENCE SUPERVISOR 1						4-7

01/01/94:	14.27	14.51		
12832 SENIOR BRIDGE OPERATOR				4-7
01/01/94:	15.27	15.62		
17286 SENIOR MARINE ENGINEER 1				4-7
01/01/94:	18.72	19.18		
17288 SENIOR MARINE ENGINEER 2				4-7
01/01/94:	19.18	19.67		
40120 STEAM PLANT CHIEF 2				3-7
01/01/94:	760.45	784.66	808.89	
40110 STEAM PLANT ENGINEER 1				4-7
S-A 01/01/94:	16.83	17.21		
40112 STEAM PLANT ENGINEER 2				4-7
01/01/94:	17.95	18.33 (18.78)		
G4				
40114 STEAM PLANT ENGINEER 3				4-7
01/01/94:	19.18	19.59 (20.16)		
G4				
40100 STEAM PLANT TECHNICIAN 1				4-7
S-A 01/01/94:	15.18	15.45		
40102 STEAM PLANT TECHNICIAN 2				4-7
S-A 01/01/94:	16.41	16.76		
40200 THERMAL OPERATOR 1				4-7
01/01/94:	16.79	17.27 17.73		
40202 THERMAL OPERATOR 2				4-7
01/01/94:	18.80	19.34 19.89		
40204 THERMAL OPERATOR 3				4-7
01/01/94:	19.83	20.39 20.97		
40206 THERMAL OPERATOR 4				4-7
01/01/94:	21.09	21.69 22.30		
12590 TRAFFIC PATROLLER 1, TRANSPORTATION AND COMMUNICATIONS				4-7

S-A	01/01/94:	15.05	15.40	
12592	TRAFFIC PATROLLER 2, TRANSPORTATION AND COMMUNICATIONS			4-7
S-A	01/01/94:	16.07	16.41	
17208	TRANSPORT DESPATCHER			4-7
01/01/94:	16.90	17.32		
17206	TRANSPORT DRIVER			4-7
S-A	01/01/94:	15.71	16.07	
93032	UTILITY PLANT ELECTRICIAN			4-7
01/01/94:	19.86	20.33		
41117	VESSEL MASTER			4-7
01/01/94:	868.98	904.31	939.63	
01/01/95:	868.98	904.31	939.63	
13972	WATER LEVEL CONTROL SUPERVISOR			4
01/01/94:	751.96	776.17	800.39	

The following classifications apply to employees with an appointment status of student and GO Temp:

GT500	OPM - OPEN CLASS		
	14/02/94: No established rate. This classification was established for pay purposes to meet the specific requirements of ministries where no equivalent GO Temp classification exists.		
	[This class expires on May 31, 1996, as per Article 34.3.1 of the Central Collective Agreement]		
GT501	AGRICULTURAL WORKER		4
14/02/94:	12.71		
GT502	BUILDING CARETAKER 1		4
14/02/94:	12.07		
GT503	BUILDING CARETAKER 2		4
14/02/94:	12.43		
GT504	CLEANER 1		4
14/02/94:	11.90		

GT505	CLEANER 2	4
14/02/94:	13.25	
GT506	MANUAL WORKER	4
14/02/94:	12.05	
GT507	MOTOR VEHICLE OPERATOR 1	4
14/02/94:	13.07	
GT508	MOTOR VEHICLE OPERATOR 2	4
14/02/94:	13.44	
GT509	OPERATOR 1 OFFSET	3
14/02/94:	10.52	
GT510	OPERATOR 2 OFFSET	3
14/02/94:	12.27	
GT511	OPERATOR 3 OFFSET	3
14/02/94:	13.25	
GT512	STUDENT QUEBEC EXCHANGE	
14/02/94:	8.25	
	[Hours of work schedule is according to the position of the employee.]	

THIS COLLECTIVE AGREEMENT

made on the 30th day of August, 1996

between

THE CROWN IN RIGHT OF ONTARIO

Represented by Management Board of Cabinet

(Hereinafter referred to as the "Employer")

and

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as the "Union")

for the

TECHNICAL BARGAINING UNIT

TECHNICAL BARGAINING UNIT COLLECTIVE AGREEMENT

TABLE OF CONTENTS

ARTICLE	PAGE	
PART A - WORKING CONDITIONS		
TEC1 Recognition	290	
TEC2 Hours of Work	290	
Schedule 3 and 3.7	290	
Schedule 4 and 4.7	290	
Schedule 6	290	
Schedule A	290	
TEC3 Days Off	291	
TEC4 Scheduled Tour of Duty or Shift	291	
TEC5 Shift Schedules	291	
TEC6 Shift Premium	292	
TEC7 Rest Periods	292	
TEC8 Overtime	292	
TEC9 Call Back	293	
TEC10 Stand-by Time	293	
TEC11 On-Call Duty	294	
TEC12 Meal Allowance	295	
TEC13 Holiday Payment	296	
PART B - REGULAR PART-TIME CIVIL SERVANTS		
TEC14 Overtime	297	
TEC15 Stand-by Time	297	
PART C - SALARY AND TERM		
TEC16 Salary	298	
Implementation	298	
TEC17 Term of Agreement	299	
PART D - APPENDICES		
Appendix TEC1 - Schedule A - Averaging of Hours of Work	300	
Appendix TEC2 - Custodial Responsibility Allowance	302	
Appendix TEC3 - Training and Development	304	
Appendix TEC4 - Article TEC2 - Schedule 5 Employees	304	
GENERAL NOTES AND ALLOWANCES		306
SALARY SCHEDULE		308
Addendum 1 - Trades Apprentice Rates of Pay		333

PART A - WORKING CONDITIONS

ARTICLE TEC1 - RECOGNITION

- TEC1.1 The Ontario Public Service Employees Union (OPSEU) for the purpose of this Collective Agreement is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees contained within the Technical Bargaining Unit.
- TEC1.2 For greater certainty, such employees include classified and unclassified employees, students, GO Temps and such other employees as may be mutually agreed.
- TEC1.3 For greater certainty, this Agreement shall apply to the employees in the Technical Bargaining Unit and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties. A list of the classifications is attached in the Salary Schedule.

ARTICLE TEC2 - HOURS OF WORK

- TEC2.1 SCHEDULE 3 and 3.7
- The normal hours of work for employees on these schedules shall be thirty-six and one-quarter (36 1/4) hours per week and seven and one-quarter (7 1/4) hours per day.
- TEC2.2 SCHEDULE 4 and 4.7
- The normal hours of work for employees on these schedules shall be forty (40) hours per week and eight (8) hours per day.
- TEC2.3 SCHEDULE 6
- The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36 1/4) hours per week.
- TEC2.4 SCHEDULE A
- Averaging of Hours of Work - see Appendix TEC1 (Schedule A - Averaging of Hours of Work) attached.
- TEC2.5 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.
- TEC2.6 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to

such transfer. When the transfer occurs, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly.

ARTICLE TEC3 - DAYS OFF

TEC3.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the ministry.

ARTICLE TEC4 - SCHEDULED TOUR OF DUTY OR SHIFT

TEC4.1 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

ARTICLE TEC5 - SHIFT SCHEDULES

TEC5.1 Shift schedules shall be posted not less than ten (10) working days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he or she shall be paid time and one-half (1 1/2) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministry's control.

TEC5.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1 1/2) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article TEC8 (Overtime) or Article TEC9 (Call Back).

TEC5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.

TEC5.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.

TEC5.5 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.

ARTICLE TEC6 - SHIFT PREMIUM

- TEC6.1.1 Effective January 1, 1992, an employee shall receive a shift premium of fifty-two cents (52¢) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-two cents (52¢) per hour premium shall be paid for all hours worked.
- TEC6.1.2 Effective January 1, 1992, an employee shall receive a shift premium of sixty-two cents (62¢) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the sixty-two cents (62¢) per hour premium shall be paid for all hours worked.
- TEC6.2 Notwithstanding Articles TEC6.1.1 and TEC6.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- TEC6.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- TEC6.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

ARTICLE TEC7 - REST PERIODS

- TEC7.1 The present practice for rest periods in each shift shall be maintained.

ARTICLE TEC8 - OVERTIME

- TEC8.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1 1/2) times the employee's basic hourly rate.
- TEC8.2.1 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- TEC8.2.2 In this article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.
- TEC8.3.1 Employees in Schedules 3.7 and 4.7 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall be paid at the overtime rate.
- TEC8.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- TEC8.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter (7 1/4) hours or eight (8) hours as applicable, shall receive compensating

leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.

- TEC8.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- TEC8.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- TEC8.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off, shall receive equivalent time off.
- TEC8.7.2 Notwithstanding Article TEC8.7.1 and Article TEC13.7 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1 1/2) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36 1/4) hours per week, for all such work after eight (8) hours in a 24-hour period.

ARTICLE TEC9 - CALL BACK

- TEC9.1 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of four (4) hours' pay at one and one-half (1 1/2) times his or her basic hourly rate.

ARTICLE TEC10 - STAND-BY TIME

- TEC10.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the workplace.
- TEC10.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- TEC10.3 Where stand-by is not previously authorized in writing, payment as per Article TEC10.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

TEC10.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half (1/2) his or her basic hourly rate with a minimum credit of four (4) hours pay at his or her basic hourly rate.

ARTICLE TEC11 - ON-CALL DUTY

TEC11.1 "On-Call Duty" means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond within a reasonable time to a request for:

(a) recall to the work place, or

(b) the performance of other work as required.

TEC11.2 It is understood that a return to the workplace may not be necessary in all situations.

TEC11.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles TEC11.1(a) or TEC11.1(b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.

TEC11.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.

TEC11.5 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.

TEC11.6 Where on-call is not previously authorized in writing, payment as per Article TEC11.7 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.

TEC11.7 Where an employee is required to be on-call, he or she shall receive one dollar (\$1.00) per hour for all hours that he or she is required to be on-call.

ARTICLE TEC12 - MEAL ALLOWANCE

TEC12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six dollars (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.

TEC12.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his or her work place.

- TEC12.2.1 Cost of meals may be allowed only:
- TEC12.2.2 If during a normal meal period the employee is travelling on government business other than:
- (a) on patrol duties, except as provided under Article TEC12.2.3, or
 - (b) within twenty-four (24) kilometres of his or her assigned headquarters, or
 - (c) within the metropolitan area in which he or she is normally working;
- TEC12.2.3 If an employee on patrol duties is reimbursed for overnight accommodation required for the trip;
- TEC12.2.4 If, in an unusual non-recurring situation, the department head authorizes such payment;
- TEC12.2.5 If, in any recurring situation, Management Board has authorized such payments because of the special nature of the assignments.
- TEC12.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- TEC12.4 The total cost of meals for each day is to be shown.
- TEC12.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.
- TEC12.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Crown employees, he or she may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.
- TEC12.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

ARTICLE TEC13 - HOLIDAY PAYMENT

- TEC13.1 Where an employee works on a holiday included under Article 47 (Holidays) of the Central Agreement, he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7 1/4), eight (8), or the number of regularly scheduled hours, as applicable.

- TEC13.2 In addition to the payment provided by Article TEC13.1, an employee who works on the holiday shall receive either seven and one-quarter (7 1/4) or eight (8) hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter (7 1/4) or eight (8) hours as applicable, provided the employee opts for compensating leave prior to the holiday.
- TEC13.3 It is understood that Articles TEC13.1 and TEC13.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- TEC13.4 When a holiday included under Article 47 (Holidays) of the Central Agreement coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.
- TEC13.5 Any compensating leave accumulated under Articles TEC13.2 and TEC13.4 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- TEC13.6 Any compensating leave accumulated under Articles TEC13.2 and TEC13.4 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- TEC13.7 Notwithstanding anything in Article TEC13, employees who are in classifications assigned to Schedule 6 and who are required to work on a holiday included in Article 47 (Holidays) of the Central Agreement shall receive equivalent time off.

PART B - REGULAR PART-TIME CIVIL SERVANTS

ARTICLE TEC14 - OVERTIME

- TEC14.1.1 "Overtime" means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7 1/4) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day.
- TEC14.1.2 In the distribution of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- TEC14.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half (1 1/2) times the basic hourly rate.

- TEC14.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- TEC14.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- TEC14.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- TEC14.5 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.
- TEC14.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

ARTICLE TEC15 - STAND-BY TIME

- TEC15.1 "Stand-by Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the workplace.
- TEC15.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- TEC15.3 Where stand-by is not previously authorized in writing, payment as per Article TEC15.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- TEC15.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one-half (1/2) his or her basic hourly rate with a minimum credit of two (2) hours pay at his or her basic hourly rate.

PART C - SALARY AND TERM

ARTICLE TEC16 - SALARY

- TEC16.1 (a) Effective January 1, 1994, salary rates in effect December 31, 1993, will be maintained to December 31, 1998. Classifications with an effective date later than January 1, 1994, shall maintain the salary rate of that date until December 31, 1998.
- (b) The salary rates for all classifications are contained in the Salary Schedule attached.
- (c) For greater clarity, the requirement for unpaid leave days and related salary reductions provided for in the Social Contract Act Sectoral Agreement and the OPSEU Appendix are in effect only until March 31, 1996.
- (d) Effective April 1, 1996, the practice of merit increases will resume on the employee's normal anniversary date subsequent to March 31, 1996.

IMPLEMENTATION

- TEC16.2 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

ARTICLE TEC17 - TERM OF AGREEMENT

- TEC17.1 This Agreement covers the period from January 1, 1994, to December 31, 1998. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be March 31, 1996. This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to bargain for a new collective agreement in accordance with the Labour Relations Act, 1995, and the Crown Employees Collective Bargaining Act, 1993.

Signed this 30th day of August, 1996, in Toronto, Ontario.

FOR THE UNION:

DENNIS COLLOM
RON NORTON
DARRYL FORD

FOR THE EMPLOYER:

EDWARD JOHNSON
STACEY WOOTTEN

JIM ORR
KEVEN FERGUSON
STEVE HURDLE
ALAN CLEMENT
JANET WRIGHT
LEAH CASSELMAN

PART D - APPENDICES

APPENDIX TEC1

SCHEDULE A - AVERAGING OF HOURS OF WORK

Schedule A Averaging Of Hours Of Work

The number of hours of work per week prescribed shall be computed as a weekly average over one (1) year, where the duties of a civil servant require:

- that he or she work more than the number of hours per week prescribed at regularly recurring times of the year, or
- that the number of hours per week be normally irregular.

Averaging Period:

The averaging period for each class and/or position:

- will conform to the twelve (12) month calendar period which reflects the work cycle of that class and/or position, and
- will be reported to the bargaining agent.

Prorating:

Periods of employment of less than twelve (12) months in an averaging period (e.g., due to appointment, transfer, separation, etc.) will be prorated.

Hours Per Averaging Period:

The hours of work required shall correspond to a thirty-six and one-quarter (36 1/4) hour week or a forty (40) hour week averaged over the twelve (12) month calendar period.

Changes to Hours Per Averaging Period:

If at any time, a ministry requires a different hours base for a class or for a position within a class (e.g., equivalent of forty (40) hours per week instead of thirty-six and one-quarter (36 1/4) hours per week), the ministry must:

- alter the affected employees' salaries proportionately, and
- notify the Negotiations Secretariat, Management Board Secretariat, and the Union of any such changes.

Record of Hours Worked:

A record will be maintained for each employee affected showing a running total of hours worked:

- on his or her regular working days, and
- during the averaging period.

Excessive Buildup of Hours Worked:

When an employee's buildup of hours worked is becoming excessive, he or she:

- may be required to take time off on an hour-for-hour basis, in order to bring his or her hours accumulation into line with the hours requirement for the averaging period, and
- will be given reasonable notice, where circumstances permit, of any such time off.

Calculation of Hourly Rate:

In all cases, the basic hourly rate of pay for employees on averaging is to be determined by dividing the weekly rate of the class by thirty-six and one-quarter ($36 \frac{1}{4}$) or forty (40) as applicable, unless the basic hourly rate of pay already exists.

Hours Worked Over Annual Requirement:

At the end of the averaging period, any excess hours standing to the employee's credit over and above the annual hours requirement will be considered as overtime.

Normally, the employee shall be paid for his or her overtime credits. Such payment shall be based on the basic hourly rate he or she was receiving on the last day of the averaging period. Compensating time off may be substituted for payment of overtime credits as follows:

- (a) Where there is insufficient work for an employee to the extent that his or her presence is not required for a period of time, in which case:
 - a ministry has the authority to direct that the employee take time off rather than receive pay for the overtime credits, and
 - such time off must be taken commencing during the first month of the next averaging period;
- or
- (b) In circumstances other than the above and where the employee and his or her supervisor mutually agree to compensating leave, in which case the time off will commence:

- within the first month of the next averaging period, or
- at an otherwise mutually satisfactory time.

Hours Worked on Holidays or Other Than Regular Workdays:

- a) All hours worked on a holiday included under Article 47 (Holidays) of the Central Agreement shall be paid at the rate of two (2) times the basic hourly rate that the employee was receiving when the holiday was worked.
- b) All hours worked on a day that is not a regular working day for the employee will be treated as overtime and based on the rate he or she was receiving when the overtime was worked.

APPENDIX TEC2

CUSTODIAL RESPONSIBILITY ALLOWANCE

September 23, 1985 revised March 29, 1996

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

Dear Mr. Todd:

Re: Custodial Responsibility Allowance (K1) - Article 7.8 of the Central Agreement

This will confirm that effective January 1, 1984, a Custodial Responsibility Allowance of two thousand dollars (\$2,000.00) per year is payable to employees of the Ministry of the Solicitor General and Correctional Services and employees working in training schools operated by the Ministry of Community and Social Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
- (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of inmates or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;

- (c) (i) they are required, for the major portion of their working time, to direct inmates or wards engaged in beneficial labour;

or

- (ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of inmates or wards engaged in beneficial labour;

and

- (d) they are responsible for the custody of inmates or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - \$38.40/week

- hourly rated classes:

- 40 hour week - \$0.96/hour

- 36 1/4 hour week - \$1.06/hour

Yours truly,

P. Mooney
Senior Staff Relations Officer

APPENDIX TEC3

TRAINING AND DEVELOPMENT

Letter of Agreement Regarding Training and Development

The parties agree that a joint subcommittee of the CERC will be established to examine issues related to Training and Development as they apply to the Technical Bargaining Unit.

The mandate of the subcommittee will include:

- reviewing the structure or development of internal training programs and special project training assignments;
- investigating professional development opportunities.

The subcommittee shall be comprised of equal numbers of Union and Employer representatives and shall be activated within ninety (90) days of the signing of this Agreement. One of the Union representatives will be from the Technical Bargaining Unit.

It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

APPENDIX TEC4

SCHEDULE 5 EMPLOYEES

Letter of Agreement Regarding Article TEC2 - Hours of Work Schedule 5 Employees

The parties hereby agree that the CERC will designate a subcommittee comprising two (2) people from each party. The Employer will provide the necessary information concerning Schedule 5 employees.

The subcommittee will:

1. (a) discuss the transfer of employees presently within Schedule 5 to other schedules in accordance with the provisions of Article TEC2.5 and Article TEC2.6;
- (b) further discuss the allocation of rates of pay within the salary ranges and grid development and placement;
- (c) after such discussions, the subcommittee will make recommendations to the CERC;

- (d) make all reasonable efforts to complete its work by July 1, 1996;
 - (e) in developing the wage grid and grid placement, the current salary minimums and maximums for each classification will be maintained and no employee will suffer a reduction in pay as a result of placement on the grid.
2. The recommendations shall be provided to the CERC for agreement. The CERC shall draw up those recommendations that are agreed upon by the parties at the CERC as a Letter of Agreement appended to the Collective Agreement and those items shall be implemented for the remaining period of the Collective Agreement.
 3. Any part of the recommendations of the subcommittee that are not agreed upon and implemented by the CERC as in item 2 above shall be provided to the two (2) parties' bargaining teams along with all available relevant documentation, for use in the next round of bargaining.
 4. It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

GENERAL NOTES AND ALLOWANCES

TECHNICAL BARGAINING UNIT

Classification notes and salary allowances applicable to classifications in this Bargaining Unit:

- G22 An employee who occupies a position in the Centre of Forensic Sciences in the Ministry of the Solicitor General and Correctional Services, and who is occupying a position classified Scientist 3 or Scientist 4, shall be paid one (1) rate above each listed rate in the salary range. The maximum rate to which an employee who is in receipt of this note may progress is contained in parentheses.
- G26 An Exhibit Fabricator who, in addition to the responsibilities described at his or her classification level, oversees the quality of work performed in designated exhibit or workshop areas and provides technical direction to two (2) or more Exhibit Fabricators shall be paid one rate above each listed rate in the salary range. The maximum rate to which an employee who is an Exhibit Fabricator 1, 2 or 3 and is in receipt of this classification note may progress is contained in parentheses.
- K1 Refer to Appendix TEC2 - Custodial Responsibility Allowance.
- K2 An allowance of one hundred dollars (\$100.00) is payable to the staff of the Oak Ridge Wing, Penetanguishene Mental Health Centre, in addition to the rates specified in the salary range for the classification to which they are assigned, provided the Superintendent certifies that they meet the following requirements:
- a) they are not professional staff, i.e. physicians, nurses, occupational therapists, social workers, psychologists, etc;
 - b) they are not clerical or office staff;
 - c) they are not attendants;
 - d) they are not foremen/women;
 - e) they spend fifty percent (50%) of their time in close contact with patients at Oak Ridge, under circumstances in which attendants, nurses or physicians are not present.

All persons who, on July 1, 1966, do not meet the above criteria but who are presently receiving the \$100 bonus, may retain it as long as they continue to occupy their present positions.

Weekly rated classes - \$1.92/week

Hourly rated classes - \$0.05/hour (40 hour week)

- K7 A tool allowance of one hundred dollars (\$100.00) shall be paid to employees who are in positions classified in the following classes, provided that these employees are required to use their own tool kits and further provided that the employees have been continuously employed for at least one (1) year:

Mechanic 1, 2
Mechanic Foreman/Woman
Maintenance Welder
Maintenance Machinist
Maintenance Machinist Foreman/Woman
Maintenance Mechanic 1, 2, 3
Technician Equipment Development

SALARY SCHEDULE

TECHNICAL BARGAINING UNIT

The following classifications apply to employees with an appointment status of classified, unclassified and student:

[S-A = semi-annual progression, SA-0# = semi-annual progression until #th step]

						HOURS OF WORK SCHEDULE
13760 AGRICULTURAL TECHNICIAN 1						4-7
01/01/94:	546.68	558.85	571.73	585.37	598.24	
13762 AGRICULTURAL TECHNICIAN 2						4-7
01/01/94:	598.24	613.30	628.36	644.90	661.44	
13764 AGRICULTURAL TECHNICIAN 3						4
01/01/94:	698.29	717.88	737.44	758.53	779.56	
13980 ARBORICULTURIST 1						4-7
01/01/94:	17.58	18.01	18.48			
13982 ARBORICULTURIST 2						A (36 1/4)
01/01/94:	775.73	795.92	817.46			
13983 ARBORICULTURIST 3						A (36 1/4)
01/01/94:	817.46	838.99	861.85			
12230 ARCHITECTURAL JOB CAPTAIN 1						3-7
01/01/94:	706.71	729.77	755.52	779.50	807.05	
12232 ARCHITECTURAL JOB CAPTAIN 2						3-7
01/01/94:	786.50	809.62	834.05	866.26	898.48	
12234 ARCHITECTURAL JOB CAPTAIN 3						3-7
01/01/94:	885.18	916.29	956.26	998.86	1042.38	
94020 ARTISAN 1						4
01/01/94:	15.20	15.46	15.84			

94022 ARTISAN 2							4
01/01/94:	16.83	17.21	17.58				
94024 ARTISAN 3							4
S-A 01/01/94:	18.33	18.78					
94028 ARTISAN 4							4
01/01/94:	20.38	20.95					
12840 CARTOGRAPHER 1							3-7
S-A 01/01/94:	464.88	474.49	484.09	494.82	5	0 5 . 6 3	
	516.43	528.41	540.37				
12842 CARTOGRAPHER 2							3-7
01/01/94:	535.01	547.01	558.96	572.17	586.53		
12844 CARTOGRAPHER 3							3
01/01/94:	611.67	627.26	644.20	661.75	679.39		
12846 CARTOGRAPHER 4							3
01/01/94:	707.07	727.21	747.31	768.71	791.41		
12416 CARTOGRAPHIC TECHNICIAN 1							3-7
S-A 01/01/94:	459.38	468.93	478.54	488.14	498.87		
12418 CARTOGRAPHIC TECHNICIAN 2							3-7
01/01/94:	524.05	536.06	548.01	560.01	573.19		
12419 CARTOGRAPHIC TECHNICIAN 3							3-7
01/01/94:	560.01	573.19	586.99	601.36	615.72		
12854 CARTOGRAPHIC TECHNOLOGIST							3-7
01/01/94:	752.46	777.12	801.75	834.66	868.86		
01/01/95:	752.46	777.12	801.75	834.66	868.86		
12602 COMMERCIAL ARTIST 1							3
01/01/94:	564.12	577.35	591.75	606.22	621.29		
12604 COMMERCIAL ARTIST 2							3
01/01/94:	650.61	668.28	686.00	704.97	724.56		
12606 COMMERCIAL ARTIST 3							6
01/01/94:	752.00	776.84	803.50	831.02	859.46		

16770 COMMUNICATIONS TECHNICIAN 1						4
01/01/94:	617.68	632.71	649.52	667.63	685.80	
16772 COMMUNICATIONS TECHNICIAN 2						4
01/01/94:	663.76	681.92	700.07	719.52	738.93	
16774 COMMUNICATIONS TECHNICIAN 3						3
01/01/94:	752.00	776.84	803.50	831.02	859.46	
12454 CONSTRUCTION COST ANALYST 1						3
01/01/94:	864.00	889.44	916.32	951.74	987.18	
01/01/95:	864.00	889.44	916.32	951.74	987.18	
12456 CONSTRUCTION COST ANALYST 2						3
01/01/94:	931.39	962.51	999.74	1038.44	1079.16	
01/01/95:	931.39	962.51	999.74	1038.44	1079.16	
12490 CONSTRUCTION INSPECTOR						4
01/01/94:	895.81	925.23	956.37			
12960 CONSTRUCTION SUPERINTENDENT 1						3-7
01/01/94:	784.66	808.89	833.96			
12962 CONSTRUCTION SUPERINTENDENT 2						3-7
01/01/94:	834.84	861.63	890.16			
12964 CONSTRUCTION SUPERINTENDENT 3						3-7
01/01/94:	949.86	981.00	1014.75			
12976 CONSTRUCTION PROGRAM ANALYST						3
01/01/94:	847.75	876.05	909.88	945.08	982.09	
01/01/95:	847.75	876.05	909.88	945.08	982.09	
13780 DAIRY FIELDWORKER 1						A (36 1/4)
01/01/94:	638.38	653.19	669.33			
13782 DAIRY FIELDWORKER 2						A (36 1/4)
01/01/94:	733.90	752.72	771.57			
13784 DAIRY FIELDWORKER 3						A (36 1/4)
01/01/94:	820.73	842.24	865.05			
12240 DESIGNER 1						3
01/01/94:	706.71	729.77	755.52	779.50	807.05	

12242 DESIGNER 2						3
01/01/94:	786.50	809.62	834.05	866.26	898.48	
12974 DISTRICT ENGINEERING SERVICES OFFICER						3
01/01/94:	849.42	883.87	917.41	960.47	1005.53	
01/01/95:	849.42	883.87	917.41	960.47	1005.53	
12402 DRAFTER 1						3-7
01/01/94:	564.12	577.35	591.75	606.22	621.29	
12404 DRAFTER 2						3-7
01/01/94:	650.61	668.28	686.00	704.97	724.56	
12406 DRAFTER 3						3
01/01/94:	706.71	729.77	755.52	779.50	807.05	
12401 DRAFTER, TRACER						3-7
01/01/94:	510.53	521.36	533.38	545.42	557.47	
95600 DRAFTING, DESIGN & ESTIMATING (BU) TDD13						3
14/02/94:	687.87	714.80	742.79	771.87	802.10	
17647 ELECTRONICS REPAIRER						4-7
S-A 01/01/94:	17.39	17.79				
17646 ELECTRONICS TECHNICIAN						4-7
S-A 01/01/94:	18.71	19.16				
62000 ELECTRONICS TECHNICIAN 1, GOVERNMENT SERVICES						4-7
01/01/94:	602.67	617.10	632.83	650.44	668.03	
62002 ELECTRONICS TECHNICIAN 2, GOVERNMENT SERVICES						4-7
01/01/94:	646.67	664.28	681.93	700.79	719.68	
05380 ELEVATOR MECHANIC 1						4-7
01/01/94:	16.72	17.07	17.47			
05382 ELEVATOR MECHANIC 2						4-7
01/01/94:	21.17	21.68				
05384 ELEVATOR MECHANIC 3						4-7
01/01/94:	906.15	936.61				
95601 ENGINEERING & SURVEYING SUPPORT (BU) TEN13						4
14/02/94:	687.87	714.80	742.79	771.87	802.10	

95602 ENGINEERING & SURVEYING SUPPORT (BU) TEN14						4
14/02/94:	739.39	768.44	798.64	830.03	862.66	
95603 ENGINEERING & SURVEYING SUPPORT (BU) TEN15						4
14/02/94:	785.67	819.13	854.02	890.39	928.32	
17604 EQUIPMENT SPRAY PAINTER						4-7
S-A 01/01/94:	16.58	16.96				
12450 ESTIMATOR AND QUANTITY SURVEYOR 1						3-7
01/01/94:	706.71	729.77	755.52	779.50	807.05	
12452 ESTIMATOR AND QUANTITY SURVEYOR 2						3
01/01/94:	786.50	809.62	834.05	866.26	898.48	
94031 EXHIBIT FABRICATOR 1						4-7
S-A 01/01/94:	20.15	20.73	21.31	(21.93)		
G26						
94033 EXHIBIT FABRICATOR 2						4-7
S-A 01/01/94:	21.36	21.96	22.60	(23.27)		
G26						
94035 EXHIBIT FABRICATOR 3						4-7
S-A 01/01/94:	22.66	23.31	23.98	(24.68)		
G26						
12270 EXHIBITION DESIGNER 1						3-7
01/01/94:	706.71	729.77	755.52	779.50	807.05	
12272 EXHIBITION DESIGNER 2						3-7
01/01/94:	786.50	809.62	834.05	866.26	898.48	
12274 EXHIBITION DESIGNER 3						6
01/01/94:	855.91	886.98	918.04	958.05	992.66	
13758 EXTENSION ASSISTANT						6
01/01/94:	573.08	586.72	601.64	616.55	631.55	
61800 FORENSIC ANALYST 1						3
01/01/94:	633.90	650.06	668.30	686.49	704.77	
61802 FORENSIC ANALYST 2						3
01/01/94:	739.40	760.52	781.63	804.12	827.93	

61804 FORENSIC ANALYST 3						3
01/01/94:	821.06	845.39	870.40	904.25	938.08	
12148 GEODETIC CONTROL ANALYST						3
01/01/94:	862.34	895.64	932.11	969.81	1010.76	
14520 GEOLOGIST ASSISTANT 1						A (36 1/4)
SA-05 01/01/94:	557.19	564.35	570.34	577.54	584.72	
	599.06					
14522 GEOLOGIST ASSISTANT 2						3
SA-05 01/01/94:	613.49	621.85	629.07	637.85	646.67	
	664.28					
14524 GEOLOGIST ASSISTANT 3						3
01/01/94:	681.93	700.79	719.68	739.80	761.13	
	783.86					
12576 HIGHWAY CONSTRUCTION INSPECTOR 1						4
01/01/94:	608.08	623.68	639.84	657.56	675.25	
12578 HIGHWAY CONSTRUCTION INSPECTOR 2						4
01/01/94:	686.00	704.97	724.56	744.77	766.29	
12580 HIGHWAY CONSTRUCTION INSPECTOR 3						4
01/01/94:	758.70	780.14	802.94	826.95	858.54	
16750 HIGHWAYS ASSISTANT COMMUNICATIONS SUPERVISOR						3
01/01/94:	724.68	744.82	766.25	788.85	811.52	
05354 INDUSTRIAL TRAINING OFFICER 1						A (36 1/4)
01/01/94:	660.90	679.34	698.52	718.45	739.05	
05355 INDUSTRIAL TRAINING OFFICER 2						A (36 1/4)
01/01/94:	768.25	790.55	813.65	837.51	862.22	
06030 INSPECTOR 1, DRILLING AND PRODUCTION						A (36 1/4)
01/01/94:	717.91	735.37	754.23			
06032 INSPECTOR 2, DRILLING AND PRODUCTION						A (36 1/4)
01/01/94:	785.18	805.36	825.54			
12978 INSPECTOR OF WEIGHERS AND CHECKERS 1						4

01/01/94:	699.51	720.27	741.02				
12980 INSPECTOR OF WEIGHERS AND CHECKERS 2							4
01/01/94:	766.94	791.16	815.41				
07600 INSTRUCTOR, AGRICULTURAL SCHOOL							A (36 1/4)
01/01/94:	606.31	621.84	637.74	655.33	672.83		
93102 INSTRUMENT REPAIRER 1							3-7
S-A 01/01/94:	18.56	18.99					
93104 INSTRUMENT REPAIRER 2							3-7
01/01/94:	19.49	19.98					
93106 INSTRUMENT REPAIRER, FOREMAN/WOMAN							3-7
01/01/94:	21.04	21.53					
12509 INTERIOR DESIGNER 1							3-7
01/01/94:	650.61	668.28	686.00	704.97	724.56		
12511 INTERIOR DESIGNER 2							3-7
01/01/94:	706.71	729.77	755.52	779.50	807.05		
12506 INTERIOR DESIGNER, TRAINEE							3-7
01/01/94:	564.12	577.35	591.75	606.22	621.29		
12600 JUNIOR COMMERCIAL ARTIST							3-7
01/01/94:	485.22	496.11	506.93	517.75	529.80		
12400 JUNIOR DRAFTER							3-7
S-A 01/01/94:	447.95	456.35	465.99	475.63	485.22	496.11	
		496.11	506.93	517.75	529.80		
15500 LABORATORY ATTENDANT 1							3-7
S-A 01/01/94:	15.50	15.70	15.87				
15502 LABORATORY ATTENDANT 2							3-7
01/01/94:	16.49	16.73	16.99				
12820 LANDSCAPE WORKER							4-7
S-A 01/01/94:	15.54	15.94					
07940 LIBRARY TECHNICIAN 1							3-7
S-A 01/01/94:	530.55	539.42	548.41	558.58	568.77		

07942 LIBRARY TECHNICIAN 2	3-7
01/01/94: 576.46 586.69 598.13 609.62 622.39	
07944 LIBRARY TECHNICIAN 3	3-7
01/01/94: 647.84 660.64 674.68 689.95 705.26	
07946 LIBRARY TECHNICIAN 4	3-7
01/01/94: 721.19 738.59 757.38 776.15 794.87	
17648 LINEMAN/WOMAN	4-7
S-A 01/01/94: 17.00 17.39	
93020 MAINTENANCE BRICKLAYER	4-7
S-A 01/01/94: 17.80 18.19	
93024 MAINTENANCE CARPENTER	4-7
S-A 01/01/94: 17.80 18.19	
93026 MAINTENANCE CARPENTER, FOREMAN/WOMAN	4-7
01/01/94: 19.12 19.56	
93025 MAINTENANCE CARPENTER/INSPECTOR	4-7
01/01/94: 18.87 19.28	
01/01/95: 18.87 19.28	
93030 MAINTENANCE ELECTRICIAN	4-7
S-A 01/01/94: 18.41 18.85	
93034 MAINTENANCE ELECTRICIAN, FOREMAN/WOMAN	4-7
01/01/94: 20.35 20.91	
17650 MAINTENANCE ELECTRICIAN/CONTRACT INSPECTOR	4-7
01/01/94: 19.82 20.30	
01/01/95: 19.82 20.30	
93010 MAINTENANCE FOREMAN/WOMAN	4-7
01/01/94: 19.12 19.56	
93040 MAINTENANCE MACHINIST	4-7
S-A 01/01/94: 18.41 18.85	
K7	
93042 MAINTENANCE MACHINIST, FOREMAN/WOMAN	4-7
S-A 01/01/94: 20.65 21.21	
K7	

93046 MAINTENANCE MASON	4-7
S-A 01/01/94: 17.80 18.19	
93002 MAINTENANCE MECHANIC 1	4-7
S-A 01/01/94: 15.03 15.33	
K7	
93004 MAINTENANCE MECHANIC 2	4-7
01/01/94: 16.24 16.58 16.96	
K7	
93006 MAINTENANCE MECHANIC 3	4-7
S-A 01/01/94: 17.80 18.19	
K7	
93007 MAINTENANCE MECHANIC 3A	4-7
01/01/94: 18.68 19.09	
01/01/95: 18.68 19.09	
93050 MAINTENANCE PAINTER AND DECORATOR	4-7
S-A 01/01/94: 17.03 17.45	
93052 MAINTENANCE PAINTER AND DECORATOR, FOREMAN/WOMAN	4-7
01/01/94: 18.69 19.12	
93056 MAINTENANCE PLASTERER	4-7
S-A 01/01/94: 17.80 18.19	
93058 MAINTENANCE PLASTERER, FOREMAN/WOMAN	4-7
01/01/94: 19.12 19.56	
93060 MAINTENANCE PLUMBER	4-7
S-A 01/01/94: 18.41 18.85	
93062 MAINTENANCE PLUMBER, FOREMAN/WOMAN	4-7
01/01/94: 20.35 20.91	
17996 MAINTENANCE REFRIGERATION MECHANIC	4-7
S-A 01/01/94: 18.02 18.41	
17998 MAINTENANCE REFRIGERATION MECHANIC, FOREMAN/WOMAN	4-7
01/01/94: 18.95 19.37	
93066 MAINTENANCE SHEET METAL WORKER	4-7
S-A 01/01/94: 18.02 18.41	

93070 MAINTENANCE STEAMFITTER	4-7
S-A 01/01/94: 18.41 18.85	
18800 MAINTENANCE SUPERINTENDENT 1	3
01/01/94: 698.89 715.38 732.56	
18802 MAINTENANCE SUPERINTENDENT 2	3
01/01/94: 762.35 786.58 810.82	
93074 MAINTENANCE WELDER	4-7
S-A 01/01/94: 18.37 18.78	
K7	
17609 MECHANIC 1	4-7
S-A 01/01/94: 17.93 18.39	
K7	
17611 MECHANIC 2	4-7
01/01/94: 18.77	
K7	
17613 MECHANIC FOREMAN/WOMAN	4-7
01/01/94: 19.56 20.08	
K7	
93148 MECHANICAL/ELECTRICAL BUILDING SYSTEMS SPECIALIST	3-7
01/01/94: 1037.47 1073.65 1119.01	
15590 MILL WORKER 1	4-7
01/01/94: 15.20 15.46 15.84	
15592 MILL WORKER 2	4-7
01/01/94: 15.84 16.14 16.47	
17641 MINE RESCUE OFFICER 1	3-7
01/01/94: 979.91 1028.12 1076.32	
01/01/95: 979.91 1028.12 1076.32	
17643 MINE RESCUE OFFICER 2	3-7
01/01/94: 1004.82 1063.57 1122.33	
01/01/95: 1004.82 1063.57 1122.33	
61514 MONITORING SITE AND EQUIPMENT TECHNICIAN	3-7
01/01/94: 950.72 978.64 1008.13 1039.12 1074.00	
01/01/95: 950.72 978.64 1008.13 1039.12 1074.00	

02920	MUSEUM ASSISTANT (TRAINEE)						A (36 1/4)
01/01/94:	510.74	522.36	533.95	546.77	559.68		
02922	MUSEUM ASSISTANT 1						A (36 1/4)
01/01/94:	546.77	559.68	572.55	585.45	599.61		
02924	MUSEUM ASSISTANT 2						A (36 1/4)
01/01/94:	714.65	730.30	747.21	764.76	783.71		
02926	MUSEUM ASSISTANT 3						A (36 1/4)
01/01/94:	744.07	765.73	787.38	810.33	834.70		
07842	MUSEUMS ADVISER						A (36 1/4)
01/01/94:	796.80	819.76	844.13	869.79	903.62		
52550	OPERATOR 1, MICROFILM						3-7
S-A 01/01/94:	544.70	553.18	562.86	572.56	582.28		
52552	OPERATOR 2, MICROFILM						3-7
S-A 01/01/94:	573.76	583.46	593.71	604.63	615.54		
52554	OPERATOR 3, MICROFILM						3-7
01/01/94:	624.02	636.13	648.16	660.32	673.60		
52556	OPERATOR 4, MICROFILM						3
01/01/94:	692.93	710.15	726.56	744.61	765.24		
52510	OPERATOR 1, WHITEPRINT EQUIPMENT						3-7
S-A 01/01/94:	461.07	470.76	481.02	491.94	502.86		
52512	OPERATOR 2, WHITEPRINT EQUIPMENT						3-7
S-A 01/01/94:	525.23	537.30	549.45	562.76	577.29		
52514	OPERATOR 3, WHITEPRINT EQUIPMENT						3-7
SA-02 01/01/94:	560.91	575.43	589.98	604.46	620.27		
17458	OPERATOR 4, X-RAY UNIT						3-7
01/01/94:	745.24	765.74	787.46				
60105	PAVEMENT DESIGN & EVALUATION OFFICER						3
01/01/94:	895.43	925.33	961.10	998.29	1037.42		
16073	PETROLEUM RESOURCES SAMPLE STORAGE TECHNICIAN						3-7
S-A 01/01/94:	587.86	601.81	616.30	631.46	646.60		

12880 PHOTOGRAMMETRIST 1						3-7
01/01/94:	577.54	591.91	606.27	621.85	637.85	
12882 PHOTOGRAMMETRIST 2						3-7
01/01/94:	670.60	688.20	707.07	727.21	747.31	
12884 PHOTOGRAMMETRIST 3						3-7
01/01/94:	707.07	727.21	747.31	768.71	791.41	
12886 PHOTOGRAMMETRIST 4						3
01/01/94:	814.17	841.67	871.88	902.95	936.74	
95604 PHOTOGRAPHY (BU) TPH14						6
14/02/94:	739.39	768.44	798.64	830.03	862.66	
12824 POWDERMAN/WOMAN						4-7
S-A 01/01/94:	16.24	16.63				
02880 PUBLICITY PHOTOGRAPHER 1						6
01/01/94:	579.31	593.73	608.11	623.65	639.74	
02882 PUBLICITY PHOTOGRAPHER 2						6
01/01/94:	659.28	676.88	695.78	714.63	734.75	
02884 PUBLICITY PHOTOGRAPHER 3						6
01/01/94:	757.32	776.84	803.50	831.02	862.98	
12579 QUALITY ASSURANCE INSPECTOR						4
01/01/94:	754.60	775.47	797.02	819.25	842.92	
01/01/95:	754.60	775.47	797.02	819.25	842.92	
12938 QUALITY ASSURANCE OFFICER						3
01/01/94:	874.19	908.10	940.72	974.28	1014.56	
01/01/95:	874.19	908.10	940.72	974.28	1014.56	
16020 RADIATION PROTECTION PHYSICIST 1						6
01/01/94:	1012.21	1060.52	1110.85	1168.03	1224.24	
94016 RADIO AND TV REPAIRER						4-7
S-A 01/01/94:	17.80	18.19				
16776 RADIO TELECOMMUNICATIONS ANALYST						3
01/01/94:	888.76	920.70	963.87	1007.07	1054.01	
01/01/95:	888.76	920.70	963.87	1007.07	1054.01	

15552 RADIOCHEMIST						3
01/01/94:	773.89	804.39	836.12	869.11	903.41	
12981 REGIONAL ADMINISTRATOR OF WEIGHING OPERATIONS						4
01/01/94:	887.84	915.92	944.06			
01/01/95:	887.84	915.92	944.06			
12965 REGIONAL SPECIAL SERVICES OFFICER						3-7
01/01/94:	1029.96	1063.74	1100.35			
12885 REMOTE SENSING TECHNICIAN, TRANSPORTATION						3-7
01/01/94:	770.75	800.22	829.74	861.10	894.00	
12088 RESEARCH OFFICER 1, TRANSPORTATION AND COMMUNICATIONS						3
S-A 01/01/94:	629.78	640.00	650.23	660.46	670.65	
	680.89	692.53	702.76	714.45		
12090 RESEARCH OFFICER 2(A), TRANSPORTATION AND COMMUNICATIONS						3
01/01/94:	752.39	777.14	803.43	830.47	866.93	
12092 RESEARCH OFFICER 2(B), TRANSPORTATION AND COMMUNICATIONS						3
01/01/94:	863.32	899.78	939.16	980.03	1022.37	
15400 RESEARCH SCIENTIST 1, NATURAL RESOURCES						A (36 1/4)
S-A 01/01/94:	629.78	640.00	650.23	660.46	670.65	
	680.89	692.53	702.76	714.45		
15402 RESEARCH SCIENTIST 2, NATURAL RESOURCES						A (36 1/4)
01/01/94:	726.10	749.44	774.25	800.53	826.82	
15404 RESEARCH SCIENTIST 3, NATURAL RESOURCES						6
01/01/94:	898.07	935.41	980.41	1026.40	1075.23	
15406 RESEARCH SCIENTIST 4, NATURAL RESOURCES						6
01/01/94:	1112.56	1165.23	1233.21	1304.07	1379.74	
15408 RESEARCH SCIENTIST 5, NATURAL RESOURCES						6
01/01/94:	1139.35	1205.46	1273.45	1348.13	1424.73	
41100 RESOURCE TECHNICIAN 1						4-7
01/01/94:	15.10	15.42				

41102 RESOURCE TECHNICIAN 2						4-7
01/01/94:	16.28	16.67	17.08			
41104 RESOURCE TECHNICIAN 3						4-7
01/01/94:	17.35	17.73	18.18			
41109 RESOURCE TECHNICIAN, SENIOR 1 (BARGAINING UNIT)						6
01/01/94:	748.43	774.20	808.84			
41111 RESOURCE TECHNICIAN, SENIOR 2 (BARGAINING UNIT)						6
01/01/94:	798.17	826.60	862.98			
41113 RESOURCE TECHNICIAN, SENIOR 3 (BARGAINING UNIT)						6
01/01/94:	910.10	942.01	975.80			
41115 RESOURCE TECHNICIAN, SENIOR 4 (BARGAINING UNIT)						6
01/01/94:	970.46	1004.23	1053.90			
95605 RESOURCES, TECHNICAL (BU) TRT12						4
14/02/94:	639.29	664.30	690.29	717.30	745.37	
93150 ROOFING SPECIALIST						3-7
01/01/94:	1051.48	1099.80	1155.71			
12710 SCHEDULE CO-ORDINATOR 1						3
01/01/94:	621.29	637.35	655.04	672.72	690.43	
12712 SCHEDULE CO-ORDINATOR 2						3
01/01/94:	666.42	684.09	703.05	722.02	742.28	
12714 SCHEDULE CO-ORDINATOR 3						3
01/01/94:	706.82	727.08	747.28	768.80	791.57	
95606 SCIENTIFIC SUPPORT (BU) TSS12						3
14/02/94:	687.87	714.80	742.79	771.87	802.10	
95607 SCIENTIFIC SUPPORT (BU) TSS15						3
14/02/94:	855.18	889.13	924.43	961.14	999.30	
15542 SCIENTIST 1						3
S-A 01/01/94:	629.78	640.00	650.23	660.46	670.65	
	680.89	692.53	702.76	714.45		
15544 SCIENTIST 2						3

01/01/94:	726.10	749.44	774.25	800.53	826.82	
15546 SCIENTIST 3						3
01/01/94:	830.47	866.93	903.41	942.81	983.68	
		(1026.51)				
G22						
15548 SCIENTIST 4						6
01/01/94:	919.47	958.92	1000.52	1044.26	1099.03	
		(1151.34)				
G22						
12243 SENIOR ACCOMMODATION DESIGNER						3
01/01/94:	833.23	857.73	883.64	917.78	951.93	
12410 SENIOR STRUCTURAL DRAFTER						3
01/01/94:	793.64	819.53	848.45	875.38	906.32	
01/01/95:	793.64	819.53	848.45	875.38	906.32	
12906 SENIOR TECHNICIAN, SURVEY						4
01/01/94:	670.03	685.99	703.30	720.72	738.09	
01/01/95:	670.03	685.99	703.30	720.72	738.09	
12931 SENIOR TECHNICIAN, TRANSPORTATION CONSTRUCTION						4
01/01/94:	709.26	734.41	757.64	783.76	808.96	
12959 SENIOR TRANSPORTATION DESIGN TECHNICIAN						3
01/01/94:	792.71	816.23	839.76	871.80	904.55	
93146 SERVICES OFFICER 1 (BARGAINING UNIT)						3-7
01/01/94:	878.64	906.45	935.91			
93142 SERVICES SUPERVISOR 2						3-7
01/01/94:	968.61	1000.70	1035.42			
93084 SIGN PAINTER						4-7
S-A 01/01/94:	17.75	18.15				
93086 SIGN PAINTER, FOREMAN/WOMAN						4-7
01/01/94:	19.08	19.48				
93080 SIGN PAINTER, HELPER						4-7
S-A 01/01/94:	15.00	15.32				
93082 SIGN PAINTER, IMPROVER						4-7

01/01/94:	16.21	16.55	16.92				
95608 SKILLS & TRADES (BU) OST12							4
14/02/94:	603.45	626.88	651.21	676.50	702.76		
95609 SKILLS & TRADES (BU) OST13							4
14/02/94:	649.75	674.78	700.78	727.79	755.83		
95610 SKILLS & TRADES (BU) OST14							4
14/02/94:	698.30	725.43	753.62	782.90	813.33		
95611 SKILLS & TRADES (BU) OST15							4
14/02/94:	749.11	778.83	809.75	841.49	875.31		
95612 SKILLS & TRADES (BU) OST16							3
14/02/94:	804.36	836.70	870.35	905.36	941.77		
60100 SPECIFICATION OFFICER 1							3
01/01/94:	706.71	729.77	755.52	779.50	807.05		
60102 SPECIFICATION OFFICER 2							3
01/01/94:	786.50	809.62	834.05	866.26	898.48		
60104 SPECIFICATION OFFICER 3							3
01/01/94:	847.75	876.05	909.88	945.08	982.09		
05500 STANDARDS OFFICER 1, INDUSTRIAL TRAINING							3-7
01/01/94:	814.17	838.26	867.03	900.53	935.36		
05502 STANDARDS OFFICER 2, INDUSTRIAL TRAINING							3-7
01/01/94:	857.03	890.48	923.92	960.15	997.64		
12930 TECHNICIAN 1, CONSTRUCTION							4
01/01/94:	651.63	674.72	696.03	719.99	743.10		
12932 TECHNICIAN 2, CONSTRUCTION							4
01/01/94:	706.71	729.77	755.52	779.50	807.05		
12934 TECHNICIAN 3, CONSTRUCTION							3
01/01/94:	814.17	841.67	871.88	902.95	936.74		
12936 TECHNICIAN 4, CONSTRUCTION							3
01/01/94:	888.76	919.82	959.78	1001.53	1046.82		
12722 TECHNICIAN 1, ENGINEERING OFFICE							3

01/01/94:	706.71	729.77	755.52	779.50	807.05	
12724 TECHNICIAN 2, ENGINEERING OFFICE						3
01/01/94:	814.17	841.67	871.88	902.95	936.74	
12916 TECHNICIAN 1, ENGINEERING SURVEY						4
01/01/94:	651.63	674.72	696.03	719.99	743.10	
12917 TECHNICIAN 2, ENGINEERING SURVEY (BARGAINING UNIT)						4
01/01/94:	706.71	729.77	755.52	779.50	807.05	
12919 TECHNICIAN 3, ENGINEERING SURVEY						3
01/01/94:	814.17	841.67	871.88	902.95	936.74	
12920 TECHNICIAN 4, ENGINEERING SURVEY						3
01/01/94:	888.76	919.82	959.78	1001.53	1046.82	
12990 TECHNICIAN 1, FIELD						4-7
SA-06 01/01/94:	468.50	478.33	488.14	497.94	509.04	
	520.05	531.09				
12992 TECHNICIAN 2, FIELD						4-7
01/01/94:	571.62	585.17	599.25	613.99	628.70	
12994 TECHNICIAN 3, FIELD						4
01/01/94:	662.90	680.92	698.99	718.28	737.69	
12996 TECHNICIAN 4, FIELD						4
01/01/94:	722.82	742.82	763.44	785.37	808.57	
12998 TECHNICIAN 5, FIELD						4
01/01/94:	790.53	813.74	837.56	869.82	902.05	
12922 TECHNICIAN 1, LEGAL SURVEY						4
01/01/94:	651.63	674.72	696.03	719.99	743.10	
12923 TECHNICIAN 2, LEGAL SURVEY						4
01/01/94:	706.71	729.77	755.52	779.50	807.05	
12924 TECHNICIAN 3, LEGAL SURVEY						3
01/01/94:	814.17	841.67	871.88	902.95	936.74	
12970 TECHNICIAN 1, MUNICIPAL ENGINEERING						3
01/01/94:	666.42	684.09	703.05	722.02	742.28	

12972	TECHNICIAN 2, MUNICIPAL ENGINEERING					3
01/01/94:	766.29	789.02	811.75	842.70	874.34	
52581	TECHNICIAN 1, PHOTOGRAPHIC					3-7
01/01/94:	552.44	565.39	578.77	592.55	606.67	
52583	TECHNICIAN 2, PHOTOGRAPHIC					3-7
01/01/94:	587.55	602.19	616.88	632.74	649.09	
52585	TECHNICIAN 3, PHOTOGRAPHIC					3-7
01/01/94:	629.34	645.55	662.27	680.61	698.93	
52587	TECHNICIAN 4, PHOTOGRAPHIC					3-7
01/01/94:	678.22	696.85	715.53	735.56	755.32	
16070	TECHNICIAN 1, PHYSICAL LABORATORY					3-7
SA-06 01/01/94:	468.50	478.33	488.14	497.94	509.04	
	520.05	531.09				
16072	TECHNICIAN 2, PHYSICAL LABORATORY					3-7
01/01/94:	571.62	585.17	599.25	613.99	628.70	
16074	TECHNICIAN 3, PHYSICAL LABORATORY					3-7
01/01/94:	662.90	680.92	698.99	718.28	737.69	
16076	TECHNICIAN 4, PHYSICAL LABORATORY					3
01/01/94:	722.82	742.82	763.44	785.37	808.57	
16078	TECHNICIAN 5, PHYSICAL LABORATORY					3
01/01/94:	828.56	856.65	887.44	919.16	953.59	
16080	TECHNICIAN 1, RADIATION					3-7
SA-06 01/01/94:	468.50	478.33	488.14	497.94	509.04	
	520.05	531.09				
16082	TECHNICIAN 2, RADIATION					3-7
01/01/94:	571.62	585.17	599.25	613.99	628.70	
16084	TECHNICIAN 3, RADIATION					3-7
01/01/94:	662.90	680.92	698.99	718.28	737.69	
16086	TECHNICIAN 4, RADIATION					3
01/01/94:	722.82	742.82	763.44	785.37	808.57	
16088	TECHNICIAN 5, RADIATION					3

01/01/94:	790.53	813.74	837.56	869.82	902.05	
12950	TECHNICIAN 1, ROAD DESIGN					3-7
01/01/94:	564.12	577.35	591.75	606.22	621.29	
12952	TECHNICIAN 2, ROAD DESIGN					3-7
01/01/94:	650.61	668.28	686.00	704.97	724.56	
12954	TECHNICIAN 3, ROAD DESIGN					3-7
01/01/94:	706.71	729.77	755.52	779.50	807.05	
12956	TECHNICIAN 4, ROAD DESIGN					3
01/01/94:	814.17	841.67	871.88	902.95	936.74	
12900	TECHNICIAN 1, SURVEY					4
S-A 01/01/94:	451.25	459.71	469.48	479.20	488.90	
12902	TECHNICIAN 2, SURVEY					4
01/01/94:	510.80	521.73	533.90	546.05	558.22	
12904	TECHNICIAN 3, SURVEY					4
01/01/94:	563.05	576.46	591.01	605.65	620.24	
12940	TECHNICIAN 1, TRAFFIC					4
S-A 01/01/94:	450.19	458.71	468.37	478.06	487.74	
12942	TECHNICIAN 2, TRAFFIC					4
01/01/94:	509.50	520.39	532.48	544.59	556.70	
12944	TECHNICIAN 3, TRAFFIC					4
01/01/94:	561.54	574.83	589.41	603.91	618.44	
12946	TECHNICIAN 4, TRAFFIC					4
01/01/94:	651.63	674.72	696.03	719.99	743.10	
17442	TECHNICIAN 1(A), X-RAY					3-7
01/01/94:	722.67	741.74	762.57			
17443	TECHNICIAN 1(B), X-RAY					3-7
01/01/94:	741.74	762.57	783.38			
12738	TECHNICIAN, EQUIPMENT DEVELOPMENT					4
01/01/94:	19.17	19.58	20.15			
K7						

12903	TECHNICIAN, TRANSPORTATION CONSTRUCTION					4
01/01/94:	645.79	661.22	677.95	694.78	711.57	
17446	TECHNICIAN, X-RAY SUPERVISOR					3
01/01/94:	734.91	758.36	782.78	808.18	835.53	
16051	TECHNOLOGIST 1, CHEMICAL LABORATORY					3-7
01/01/94:	734.95	753.83	773.55	794.18	814.87	
16053	TECHNOLOGIST 2, CHEMICAL LABORATORY					3-7
01/01/94:	780.74	801.53	822.76	845.22	867.77	
16055	TECHNOLOGIST 3, CHEMICAL LABORATORY					3-7
01/01/94:	826.53	849.22	871.95	896.25	920.67	
16057	TECHNOLOGIST 4, CHEMICAL LABORATORY					3-7
01/01/94:	885.12	909.66	934.82	961.66	989.63	
16061	TECHNOLOGIST 1, MEDICAL LABORATORY					3-7
01/01/94:	734.95	753.83	773.55	794.18	814.87	
16063	TECHNOLOGIST 2, MEDICAL LABORATORY					3-7
01/01/94:	826.53	849.22	871.95	896.25	920.67	
16065	TECHNOLOGIST 3, MEDICAL LABORATORY					3
01/01/94:	885.12	909.66	934.82	961.66	989.63	
93120	TELEPHONE INSTALLER 1					4-7
S-A 01/01/94:	15.59	15.91	16.21			
93122	TELEPHONE INSTALLER 2					4-7
01/01/94:	17.28	17.60	18.03			
93124	TELEPHONE INSTALLER 3					4-7
01/01/94:	18.49	18.92	19.39			
93128	TELEPHONE SERVICES OFFICER					3
01/01/94:	21.23	21.77	22.34			
12750	TRAFFIC ANALYST 1					3-7
01/01/94:	569.14	582.94	597.31	611.67	627.26	
12752	TRAFFIC ANALYST 2					3-7

01/01/94:	637.85	655.50	673.13	690.72	709.61	
12754 TRAFFIC ANALYST 3						3-7
01/01/94:	675.00	693.25	712.14	732.22	752.99	
12756 TRAFFIC ANALYST 4						3
01/01/94:	708.44	727.14	752.00	776.84	808.84	
12758 TRAFFIC ANALYST 5						3
01/01/94:	814.17	841.67	871.88	902.95	936.74	
12755 TRAFFIC OPERATIONS ANALYST						3-7
01/01/94:	767.91	788.71	810.24	833.14	856.80	
01/01/95:	767.91	788.71	810.24	833.14	856.80	
12414 TRAFFIC SIGNING DRAFTER						3-7
01/01/94:	689.19	707.92	726.71	746.81	767.58	
01/01/95:	689.19	707.92	726.71	746.81	767.58	
12958 TRANSPORTATION DESIGN TECHNICIAN						3-7
01/01/94:	714.52	733.98	753.46	774.33	795.88	
12093 TRANSPORTATION ENVIRONMENTAL PLANNER						3
01/01/94:	949.65	989.76	1033.08	1078.03	1124.61	
01/01/95:	949.65	989.76	1033.08	1078.03	1124.61	
93033 TRANSPORTATION SYSTEMS ELECTRONIC TECHNICIAN						4-7
01/01/94:	20.41	20.91				
50442 UPHOLSTERY REPAIRER						4-7
01/01/94:	16.24	16.59				
17645 UTILITY PLANT INSTRUMENT TECHNICIAN						4-7
S-A 01/01/94:	21.11	21.60				
07370 VOCATIONAL TRAINING SUPERVISOR 1						6
01/01/94:	999.14	1046.36	1097.20	1150.56	1207.64	
40402 WASTE AND WATER PROJECT OPERATOR 1						4-7
01/01/94:	16.92	17.34	17.73			
40404 WASTE AND WATER PROJECT OPERATOR 2						4-7
01/01/94:	17.89	18.31	18.75			
40400 WASTE AND WATER PROJECT TRAINEE OPERATOR						4-7

01/01/94: 16.55

40405 WASTE TREATMENT OPERATOR

4-7

01/01/94: 17.75 18.20 18.61

12836 WEIGHER

4

S-A 01/01/94: 15.09 15.34

In accordance with past agreements the following classifications in the unclassified service, for which there are no equivalent classifications in the Civil Service, have been linked to this Bargaining Unit for the purpose of wage increases:

U0109 INTERPRETER 1

3

01/01/94: 10.85

U0129 INTERPRETER 2

3

01/01/94: 12.30

U0110 INTERPRETER 3

3

01/01/94: 14.03

The following classifications, for which there were no equivalent classifications in the Civil Service, were established for pay purposes for employees with an appointment status of unclassified and student:

U0125 ADJUSTER, CROP INSURANCE & STABILIZATION

* 01/01/94: 12.00 15.00 23.48

U0070 FORT HENRY GUARD

* 01/01/94: 8.13 8.69 8.96 10.79

U0127 GRADER, DAIRY, FRUIT & VEGETABLE

* 01/01/94: 9.07 9.29 9.51 15.00 18.13 19.02

U0068 JUNIOR ASSISTANT GEOLOGICAL FIELD PARTY

* 01/01/94: 405.76 450.97 464.42

U5050 JUNIOR RANGER

* 01/01/94: 4.55 6.70 16.28

U0069 SENIOR ASSISTANT GEOLOGICAL FIELD PARTY

* 01/01/94: 559.31 586.89 626.57 660.20

* 01/01/94:	12.00
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The following classifications apply to employees with an appointment status of student and GO Temp:

14/02/94: No established rate. This classification was established for pay purposes to meet the specific requirements of ministries where no equivalent GO Temp classification exists.

GT601	CARTOGRAPHER 1	3
14/02/94:	10.98	

GT603	COMMERCIAL ARTIST 1	3
14/02/94:	13.65	

GT605	DESIGNER 1, ACCOMMODATION	3
14/02/94:	17.68	

GT606	DESIGNER 2, ACCOMMODATION	3
14/02/94:	19.91	

GT607	DRAFTSPERSON 1	3
14/02/94:	13.65	

GT608	DRAFTSPERSON 2	3
14/02/94:	16.09	

GT609	LABORATORY ATTENDANT 1	3
14/02/94:	12.45	

GT610 LABORATORY ATTENDANT 2 3

14/02/94:	13.67	
GT611	LIBRARY TECHNICIAN 1	3
14/02/94:	12.92	
GT612	LIBRARY TECHNICIAN 2	3
14/02/94:	14.20	
GT613	LIBRARY TECHNICIAN 3	3
14/02/94:	16.28	
GT614	MAINTENANCE CARPENTER	4
14/02/94:	15.66	
GT615	MAINTENANCE ELECTRICIAN	4
14/02/94:	16.03	
GT616	MAINTENANCE MECHANIC 1	4
14/02/94:	12.73	
GT617	MAINTENANCE MECHANIC 2	4
14/02/94:	14.01	
GT618	MAINTENANCE MECHANIC 3	4
14/02/94:	15.66	
GT619	MAINTENANCE PAINTER	4
14/02/94:	14.83	
GT620	MAINTENANCE PLUMBER	4
14/02/94:	16.03	
GT621	MAINTENANCE SUPERINTENDENT	3
14/02/94:	17.07	
GT622	MAINTENANCE WELDER	4
14/02/94:	15.59	
GT623	MUSEUM ASSISTANT 1	3
14/02/94:	12.17	
GT624	MUSEUM ASSISTANT 2	3
14/02/94:	13.17	
GT625	MUSEUM ASSISTANT 3	3

14/02/94:	15.43	
GT626	MUSEUM ASSISTANT 4	3
14/02/94:	18.74	
GT627	OPERATOR 2, X-RAY UNIT	3
14/02/94:	16.33	
GT628	SCIENTIST 1	3
14/02/94:	18.18	
GT629	SCIENTIST 2	3
14/02/94:	20.98	
GT630	SCIENTIST 3	3
14/02/94:	23.37	
GT631	SCIENTIST 4	3
14/02/94:	24.93	
GT639	STUDENT QUEBEC EXCHANGE	
14/02/94:	8.25	
	[Hours of work schedule is according to the position of the employee.]	
GT632	TECHNICIAN 1 (B), X-RAY	3
14/02/94:	16.52	
GT633	TECHNICIAN 1, CHEMICAL LABORATORY	3
14/02/94:	11.21	
GT634	TECHNICIAN 2, CHEMICAL LABORATORY	3
14/02/94:	14.15	
GT635	TECHNICIAN 1, MEDICAL LABORATORY	3
14/02/94:	12.69	
GT636	TECHNICIAN 2, MEDICAL LABORATORY	3
14/02/94:	15.98	
GT637	TECHNICIAN 3, MEDICAL LABORATORY	3
14/02/94:	18.34	
GT638	TECHNICIAN 4, MEDICAL LABORATORY	3
14/02/94:	19.50	

ADDENDUM I

TRADES APPRENTICE RATES OF PAY

93000 TRADES APPRENTICE

4-7

RATES OF PAY

The requirements regarding the period of apprenticeship and the wages paid for a particular trade shall be as stipulated in the regulations under the Apprenticeship and Tradesmen's Qualification Act, 1986.

PERCENTAGE WAGE PROGRESSION

Effective January 1, 1994										Journeyman hourly rate
40%	50%	55%	60%	65%	70%	75%	80%	85%	90%	
6.28	7.86	8.64	9.43	10.21	11.00	11.78	12.57	13.35	14.14	15.71
6.56	8.20	9.01	9.83	10.65	11.47	12.29	13.11	13.93	14.75	16.39
6.66	8.32	9.15	9.98	10.82	11.65	12.48	13.31	14.14	14.98	16.64
6.78	8.48	9.33	10.18	11.02	11.87	12.72	13.57	14.42	15.26	16.96
6.98	8.73	9.60	10.47	11.34	12.22	13.09	13.96	14.83	15.71	17.45
7.28	9.10	10.00	10.91	11.82	12.73	13.64	14.55	15.46	16.37	18.19
7.36	9.20	10.11	11.03	11.95	12.87	13.79	14.71	15.63	16.55	18.39
7.36	9.21	10.13	11.05	11.97	12.89	13.81	14.73	15.65	16.57	18.41
7.54	9.43	10.37	11.31	12.25	13.20	14.14	15.08	16.02	16.97	18.85

**APPRENTICESHIP TRADES CLASSES IN THE
TECHNICAL BARGAINING UNIT**

Maintenance Bricklayer
Maintenance Carpenter
Maintenance Electrician
Maintenance Machinist
Maintenance Mason
Maintenance Painter and Decorator
Maintenance Plasterer
Maintenance Plumber
Maintenance Refrigeration Mechanic
Maintenance Sheet Metal Worker
Maintenance Steamfitter
Mechanic 1
Radio and TV Repairer

**APPRENTICESHIP TRADES CLASSES IN THE
INSTITUTIONAL AND HEALTH CARE BARGAINING UNIT**

Baker 2
Cook 2
Hairdresser

ALPHABETICAL INDEX

This index is intended solely for the purpose of identifying commonly referenced words or terms within the articles of the Collective Agreements. The index does not form part of these Collective Agreements and shall not be used to interpret or give meaning to any article, word or clause in the Collective Agreements.

("BU#" means the Article # in the various Bargaining Unit Agreements. "App" means Appendix.)

ARTICLE

accommodation,	
human rights	6.7, 9.7, 56.6, 60
overnight	14.4, BU12
accrual,	<i>see also credits</i>
pension credits	App 9
seniority	32.4
vacation	46, 72
accumulated credits, use of	44.6, 71
accumulation, seniority.....	18, 20.13, 32.4, 50.2.2, 51.1.2, 62.1, 76.2.2, 77.1.2
acting pay	8
administration,	
benefits	10.6, 20.15, 22.9, 25.2, 31.7, 32, 36, 39.4, 43, 50.4, 63, 64, App 4, App 9 para 2
pay	7, 31.4, 57
adoption leave	<i>see parental leave</i>
advance, vacation pay	46.12, 72.13
allowance,	<i>see also General Notes and Allowances</i>
custodial responsibility	App BU2
meal	BU12
separation	20.3
tool	General Notes and Allowances OPM and TEC
anniversary date	7.1.3, BU16
annual convention	23.1
apparel	9.4
appendices	<i>see Table of Contents</i>
applicable articles, other	
RPT employees	55
Unclassified employees	31.16
Seasonal employees	32.21
Student employees	33.6
GO Temp employees	34.4
application,	
Part B - Employee Benefits	35
Part C - Regular Part-time (RPT)	54
appointment to Classified Service	18, 31.13

apprentice	IHC General Notes and Allowances and TEC Addendum 1
arbitration	16, 22, 23.2
arbitration procedure, expedited	22.16
arbitration/mediation procedure	22.17
assignment,	
temporary	8, 20.8, 34
to vacancies	6.6, 7, 20.5, 20.8, 20.12
attendance credits, accumulated	31.8, 32.16, 42, 44.7, 45, 52, 70, 71, App 9
attendance review meetings	44.13
attrition	20.9
automobile,	
privately owned	13, App 3
travel by	13, 14.3
averaging of hours of work	BU2.4, App BU1
basic life insurance	32.9, 37, 65
benefit plans,	
basic life insurance	32.9, 37, 65
dental plan	32.11, 40, 68
percent in lieu	31.5, 31.6, 31.7
supplementary health and hospital	32.10, 39, 67
supplementary life insurance	38, 66
benefits administration,	
pay and benefits RPT	57
benefits general,	
RPT employees	63
Seasonal employees	32.8
bereavement leave	31.10, 32.15, 48, 74
bidding, tendering	App 4, App 9 para 5
bridging, pension	App 9 para 2
bumping	<i>see displacement</i>
cancellation, dental plan	40.5, 68.7
career transition support	20.11
Central Employee Relations Committee (CERC)	16.4
certificate, medical	31.8, 32.16, 44.10, 71.10
check-off of union dues	4, 31.14, 32.20, App 1, App 2
Claims Review Subcommittee	22.9, App 4
classification system overhaul	79, App 7, App 8
clothing, protective	9.2
committee,	
Central Employee Relations (CERC)	16.4
Claims Review Subcommittee (CRS)	22.9, App 4
Joint Consultation (JCC)	17
Joint Employment Stability Subcommittee (JESS)	19
Joint Insurance Benefits Review (JIBRC)	22.9, 43, App 4
Joint System Subcommittee (JSSC)	22.12, App 7

Ministry Employee Relations (MERC)	16
compassionate leave	49, 75
compensating leave,	
overtime	BU5.2, BU8, BU13, BU14
holiday	31.5, 32.14, 47, BU13
competitions,	<i>see also postings</i>
restricted	20.2
compressed work week,	
model agreement	10.1, 32.12, App IHC5
consecutive days off	BU3, App IHC6
Consumer Price Index	42.2, 70.2
continuance,	
of insured benefits	20.15
salary	20.4.3, BU16
continuous disability	38.1, 66.1
continuous service, length of	<i>see seniority</i>
conversion,	
of unclassified positions	31.15
of GO Temp positions	34.2
option, insurance	32.9, 37.2, 38, 65.2, 66
coverage, commencement of insured benefits plans	36.1, 64.1
coverage, insured benefits plans during leaves of absence	36.2, 64.2
credits,	
attendance	31.8, 32.16, 42.2.3, 44.7, 53, 70.2.3, 71.7, App 9 para 2
overtime	31.3, 32.7, BU8, BU11, BU12, BU14, App BU1
report, leave credits	45
time credits while travelling	14
vacation	46, 72
Crown Employees Collective Bargaining Act (CECBA)	16.1, 22.16, 80, BU17
custodial responsibility allowance	App BU2, TEC General Notes and Allowances
days off,	
consecutive	BU3
scheduled	59, BU3
days of grace, insured benefits	32.8.3, 36.3, 64.3
death entitlement	52
demotion	7.6
dental plan	32.11, 40, 68
dependents	<i>see benefit plans</i>
designation of headquarters	11, 12.2
development, training and	2, App ADM3, App IHC3, App OAD3, App OPM3, App TEC3
disability,	
continuous	38, 66
recurrence	42.6, 70.6
total	37, 38, 39.4, 42, 65, 66, 67, 70
discipline	2, 21

disciplinary record	22.15
discrimination	3
disease, occupational	32.4.2.3, 41, 69
dismissal	18.4, 21, 22.8, 32.4, 53, 78
displacement	20.4, 20.7, App 9, App 14
display terminals, video	9, 60
disposition of work <i>see employment stability</i>	
drugs and medicines	39.2, 67.2
dues,	
tape on union dues	4, App 1, App 2
union	31.14, 32.20, App 1, App 2
duty,	
jury	27
patrol	BU12.2
tour of	BU4
witness	27
educational leave, extended	20.10
eligibility, dental plan	32.11, 40, 68
Employee Relations Committee,	
Central (CERC)	16.4
Ministry (MERC)	16
employees,	
probationary	20.13
seasonal	32
student	33
GO Temp	34
Unclassified	31
employment,	
equity	3, 6.3, 56.3
offer of	App 9
record of	22.15, 42.4, 70.4
rehabilitative	42.7 - 42.9, 70.7 - 70.9
stability	20, 32.5, 62, App 9, App 10
Employment Standards Act (ESA)	31.9, 32.19, 50.2, 76.2
enhanced severance	App 9
equipment, safety	9
ergonomics	9.8
evidence of insurability	32.9, 37.2, 38, 65.2, 66
examination,	
eye	9.6, 60.3
medical	44.9, 71.9
exit option, voluntary	20.7, App 10
expedited arbitration procedure	22.16
expenses,	

meal	BU12
relocation	6.5, 11.7, 20.4, 20.5.2, 20.5.4, App 13
eye examination	9.6, 60.3
Factor 80	App 9 para 3
family leave	20.10.1
fees, tuition	20.3
filling of vacancies, posting and	6, 7.7, 8.6.1, 9.7.3, 11.2, 20.6.6, 20.18.1
filling of vacancies, posting and, RPT	56
general notes and allowances	BU - ADM, IHC, OPM, TEC
GO Temp,	
GO Temp employees	34, App 12
GO Temporary Services Program	34
grievance procedure,	
general	22, 22.14
stage one	22.3.1
stage two	22.3.2
time limits	22.2.1
Grievance Settlement Board (GSB)	22, 44.13
grievances,	
classification	22.12, App 7(10.5)
dismissal	22.8
group	22.11
insured benefits	22.9
lay-off	22.7
sexual harassment	22.10
union	22.13
harassment	3, 22.10.1
headquarters	11, 12.2, 20.4, 20.5, 20.6, 20.7, 20.12, App 13, BU12.2
hearing aid	<i>see supplementary health and hospital insurance</i>
health and safety	9, 32.17, 60
holiday payment	73, BU13
holidays	31.5, 32.14
hourly rate of pay, basic	BU6.3, App BU1
hours of work,	
averaging of	App BU1
schedule	10, 32.12, 58, BU2, App IHC 6
transfer	BU2.6
implementation	22.16.4, 79.2, App 7, BU16.2
income protection, long term	42, 70
increase, merit	BU16.1
information to new employees	5
injury	<i>see sickness</i>
in lieu,	

pay	20.2
percent	31.5, 31.6, 31.7
insurance,	
basic life	32.8, 32.9, 37, 65
dependent	38, 66
health and hospital	32.10, 39, 67
supplementary life	38, 66
insured benefits appeal	App 4, App 5
interview	6.4, 20.6.5(b), 44.13, 56.4
isolation pay	12, 61
job registry system	20.16
job sharing	10.2
job trading	App 14
Joint Consultation Committee (JCC)	17
Joint Employment Stability Subcommittee (JESS)	19.2
Joint Insurance Benefits Review Committee (JIBRC)	22.9, 43, App 4, App 5
joint review process	22.18
Joint System Subcommittee (JSSC)	22.12, App 7
just cause	21
kilometric rates	13
lay-off	<i>see employment stability</i>
leave credit reports	45
leave without pay	24
leave without pay, insured benefits coverage	36.2
leaves,	
adoption	<i>see parental leave</i>
bereavement	31.10, 32.15, 48, 74
compassionate	49, 75
extended educational	20.10.1
family	20.10.1
foreign, intergovernmental	26
jury duty	27
local union	23.9
military service	28
parental	31.9, 32.19, 51, 77
pension trustees	29
pregnancy	31.9, 32.19, 50, 76
self funded	25.2
special	25, 49, 75
union activities	23
voluntary	20.10
length of continuous service	<i>see seniority</i>

life insurance,

basic	32.8, 32.9, 37, 65
dependent	38, 66
supplementary	38, 66
list,	
seniority	18.5
stewards'	22.6.4
local negotiations	16
Long Term Income Protection (LTIP)	42, 70
management rights	2
meals,	
allowance	BU12
expenses	BU12.2 - BU12.7
mediation/arbitration procedure	22.17
medical certificate	9.7.1, 31.8, 32.16, 44.10, 60.4.1, 71.10
medical examination	44.9, 71.9
merit increase	BU16.1
ministry negotiations	16
model agreement, compressed work week	10.1
monitoring and reporting, employment stability	20.17
multiple lay-offs. <i>see also employment stability</i>	19
new employees, information to	5
new job, training for	20.12
non-pyramiding of premium payments	15
non-working days	59, BU3
notice of lay-off	20.1, 20.2
occupational disease	32.4.2.3, 41, 69
offer of employment	App 9
on-call	BU11
Ontario Labour Relations Act (OLRA)	80.1, BU17.1
Ontario Labour Relations Board (OLRB)	22.6
OPSEU Pension Plan	23.6.2, 29, 53, 78, App 9, App 11
other applicable articles,	
GO Temp employees	34.4
RPT employees	55
Seasonal	32.21
Student employees	33.6
Unclassified employees	31.16
overhaul, classification system	App 7
overtime	31.3, 32.7, 32.12, BU8, BU11.3, BU12.1.1, BU14, App BU1, App IHC6
overtime credits	44.6, 52, BU1
parental leave	31.9, 32.19, 51, 77
patrol duties	BU12.2

pay,

administration	7, 31.4, 57
basic hourly rate	BU6.3, App BU1
in lieu	20.2
weekly rate	50, 51, 56, 57, 69, 71, 76, 77, App BU1, General Notes and Allowances
payment,	
of monies	20.19
holiday	31.5, 32.14, 47, 73, BU13
severance	20.2, 20.3, 53, 78
pension,	
accrual of credits	App 9
actuarially unreduced	20.7.6, App 9
bridging options	App 9
Factor 80	App 9 para 3
OPSEU plan	23.6.2, 29, 53, 78, App 9, App 11
percent in lieu	31.5, 31.6, 31.7
permanent vacancies	20.8.6
posting of vacancies or new positions	6, 56
pregnancy leave	31.9, 32.19, 50, 76
premiums,	
call back	BU9
dental plan	40.1, 68.4
on-call duty	BU11
shift premium	BU6
stand-by time	BU10, BU15
premium payment, non-pyramiding	15
prescribed drugs and medicines	39.2, 67.2
privately owned automobiles	13, App 3
Probation Officers Allowance	App COR3
probationary employees	20.13
probationary period	18, 20.4, 20.13, 20.14, 31.13, 32.3, 46.12, 72.13
progression, wage or salary	<i>see wage progression</i>
promotion	7.1
protective clothing	9.2
Public Service Act (PSA)	20.18, 53, 72.12, 78
Public Service Superannuation Fund	37.4, 65.4
qualifications	6, 11.6, 20.12, 20.17, 56
qualification period	42.2, 70.2
rate of pay,	
basic	BU6.3, App BU1
weekly	50, 51, 56, 57, 69, 71, 76, 77, App BU1, General Notes and Allowances
re-appointment	20.2.4, 20.2.5, 20.6.2, 20.6.4
re-assignment, VDT	9.7, 60.4
recall	20.6
reclassification	7, 22.12
recognition	1, BU1

record of employment	42.4, 70.4
recurrence of disability	42.6, 70.6
redeployment	20.5
rehabilitative employment	42.7 - 42.9, 70.7 - 70.9
release of information	App 5
relocation expenses	6.5, 11.7, 20.4.1(e), 20.5.2, 20.5.4, App 13
reporting pay	31.4
rest periods	BU7
restricted competitions	20.2.3
retirement	53, 78
retraining	20.12
safety,	
equipment	9.2
health and	9, 32.17, 60
shoes or boots	9.3
salaries	79, BU16
salary continuance	20.4.3, BU16
salary progression	<i>see wage progression</i>
salary schedule	<i>see wages</i>
same sex spouses	App 6
schedule, hours of work	
3 and 3.7	BU2.1
4 and 4.7	BU2.2
5	App ADM4, App IHC4, App OAD4, App OPM4, App TEC4
6	BU2.3
A	BU2.4, App BU1
RPT	58
scheduled days off	BU3
scheduled tour of duty	BU4
schedules, shift	59, BU5, BU6
seasonal employees	32
self funded leave	25.2
seniority,	
accumulation	18, 20.13, 32.4, 50.2.2, 51.1.2, 62.1, 76.2.2, 77.1.2
continuous service, length of	11.6, 18, 20.6
list	18.5
service, length of continuous	<i>see seniority</i>
separation allowance	20.3
severance,	
enhanced	App 9
payments	20.2, 20.3, 53, 78

shift,

premium	BU6
schedules	BU4, BU5, App IHC6
split	BU5.4
shoes, safety	9.3
sickness,	
short term plan	44, 71
sick leave	31.8, 32.16
sleep-in	App IHC6
special leave	25, 75
split shifts	BU5.4
spouse	31.10, 32.4, 32.15, 38, 40, 48, 66, 67, 68, 74
spouses, same sex	App 6
stand-by time	BU10, BU15
steward,	
list	22.6.4
union	22.6.3, 22.6.4
student employees	33
surplus	<i>see employment stability</i>
technological change	17, 20.14
temporary vacancies	8, 20.8
tendering	App 9 para 5
term	80, BU17
terminals, video display	9.5, 60.2
termination,	
of employment	31.12, 32.18
of memoranda	20.20
payments	53, 78
tool allowance	OPM and TEC General Notes and Allowances
total disability	37, 38, 39.4, 42, 65, 66, 67, 70
training,	
and development	2, App ADM3, App IHC3, App OAD3, App OPM3, App TEC3
for a new job	20.12
transfer,	
hours of work schedule	BU2.6
new employer	App 9 para 1
transition support, career	20.11
travel,	
automobile	13, 14
public carrier	14
tuition fees	20.3
Unemployment Insurance (UI),	
parental leave benefits	51.5.2, 77.5.2
pregnancy leave benefits	50.3.2, 76.3.2
sickness and disability benefits	42.4, 70.4
uniforms	<i>see apparel</i>

union activities	23
union dues	31.14, 32.20, App1, App2
union leave	23
union steward	22.6.3, 22.6.4
vacancies,	
assignment to	8, 20.5
temporary	8, 20.8
posting and filling	6, 56
vacation,	
credits	46, 72
pay	31.6
pay advance	46.12, 72.13
video display terminals	9.5, 60
vision care	<i>see supplementary health and hospital insurance</i>
voluntary exit option	20.7, App10
voluntary leaves	20.10
wage progression	BU Salary Schedule, TEC Addendum 1
wage rates,	
GO Temp	34.3, App 12
Seasonals	32.6
Students	33.5, App 12
Unclassified	31.2
wages	79, BU16, BU SALARY SCHEDULES
weekly rate of pay	50, 51, 56, 57, 69, 71, 76, 77, App BU1, General Notes and Allowances
witness duty	<i>see jury duty</i>
Workers' Compensation Act (WCA)	32.4.2.3, 41, 69