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NOMBRE D'EMPLOYÉS	Q

06721(3)

# COLLECTIVE AGREEMENTS

with respect to

## WORKING CONDITIONS, EMPLOYEE BENEFITS AND SALARIES

between

### THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(Hereinafter referred to as the "Union")

and

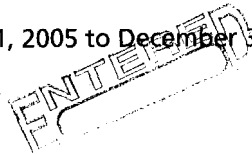
### THE CROWN IN RIGHT OF ONTARIO

Represented by

### MANAGEMENT BOARD OF CABINET

(Hereinafter referred to as the "Employer")

January 1, 2005 to December 31, 2008



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ed.

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## **PREAMBLE**

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

The parties, therefore, agree as follows:

**THIS CENTRAL  
COLLECTIVE AGREEMENT**

made on the 31st day of August, 2005

between

**THE ONTARIO PUBLIC SERVICE  
EMPLOYEES UNION**

(Hereinafter referred to as the "Union")

and

**THE CROWN IN RIGHT OF ONTARIO**

Represented by

**MANAGEMENT BOARD  
OF CABINET**

(Hereinafter referred to as the "Employer")

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

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# PART A - WORKING CONDITIONS

## ARTICLE 1 - RECOGNITION

1.1 The Ontario Public Service Employees Union (OPSEU) is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees employed in positions contained within the ~~six~~ bargaining units as described by the Lieutenant Governor in Council in OIC 243/94 dated February 3, 1994, in the Tripartite Agreement between the Crown, OPSEU and AMAPCEO dated April 21, 1995, plus those employees included in the ~~six~~ bargaining units by the agreement of the Crown and OPSEU from February 3, 1994 to December 31, 2004.

For greater clarity, this bargaining unit consists of all employees contained in the bargaining units described in OIC 243/94 attached hereto as Appendix 2, and does not include the seventh bargaining unit referred to in the said Order in Council:

1.2 For greater certainty, such employees include classified, term classified, and unclassified employees, students, GO Temps and such other employees as may be mutually agreed.

1.3 For greater certainty, the Central Collective agreement shall apply to the employees employed in positions 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.

1.4 Where the Employer establishes a new classification or creates a new position within an existing class, the Employer shall provide the Union with a copy of the class standard and/or position description, including bargaining unit status (if applicable), at the relevant MERC.

1.5 Upon written request to the employee's immediate supervisor, a classified employee in the bargaining unit shall be provided with a copy of his or her current position description and other documents, if they exist, related to the duties and responsibilities of the position, e.g. physical demands analysis. This information shall be provided within 20 working days of the request.

1.6 No position or person in the bargaining unit will be reclassified, nor will any other action be taken with respect to such position or person that is tantamount to reclassification, which reclassification or action tantamount

to reclassification would have the effect of moving the position or the person from the OPSEU bargaining unit to another bargaining unit.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

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

## **ARTICLE 3 - NO DISCRIMINATION / EMPLOYMENT EQUITY**

- 3.1 There shall be no discrimination practised by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, as defined in section 10(1) of the *Ontario Human Rights Code (OHRC)*.
- 3.2 There shall be no discrimination or harassment practised by reason of an employee's membership or activity in the Union.
- 3.3 It is recognized that in accordance with section 14 of the *Ontario Human Rights Code*, the Employer's employment equity program shall not be considered a contravention of this article.

3.b .

## **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.

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- 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 dues reconciliation data, see Appendix 1 (Data File on Union Dues) attached.

## **ARTICLE 5 - INFORMATION TO NEW EMPLOYEES**

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

## **ARTICLE 6 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS**

- 6.1.1 When a vacancy occurs in the Classified Service for a bargaining unit position or a new classified position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. Where practicable, notices of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.
- 6.1.2 Notwithstanding Article 6.1.1 above, the Employer may hire qualified candidates who previously applied for a similar vacancy or new position provided that a competition was held during the previous twelve (12) months. The Employer in these circumstances, is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.



6.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, and the hours of work schedule as set out in Articles UN2 and COR2, (Hours of Work). Where a position is posted within the Ontario Public Service, the internal notice of vacancy shall also state the work location where the position currently exists, that the position is represented by the Union and the particular bargaining unit which contains the position.

10.f.2<sup>6.3</sup>

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.

6.4 An applicant who is invited to attend an interview within the civil service shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.

6.5 Relocation expenses shall be paid in accordance with the provisions of the Employer's policy.

6.6.1 With the agreement of the Union, the employee and the Employer, an employee may be assigned to a vacancy where:

(a) the vacant position is identical to the position occupied by the employee, and

(b) the vacant position is in the same ministry as the position occupied by the employee, and the provisions of Articles 6.1.1, 6.2, 6.3, 6.4 and 6.5 shall not apply.

6.6.2 The assignment of an employee to a vacancy in accordance with Articles 7 (Pay Administration), 20A or 20B (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<sup>30.</sup> Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

## ARTICLE 7 - PAY ADMINISTRATION

7.1.1 Promotion occurs when the incumbent of a classified position is assigned to another position in a class with a higher maximum salary than the class of his or her former position.

- 7.1.2 An employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to his or her present rate of pay, except that:
- (a) where such a change results in an increase of less than three percent (3%), he or she shall receive the next higher salary rate again, which amount will be considered as a one-step increase;
  - (b) a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note.
- 7.1.3 Where an employee:
- (a) at the maximum rate of a salary range is promoted, a new anniversary date is established based upon the date of promotion;
  - (b) at a rate less than the maximum in the salary range is promoted and receives a promotional increase:
    - (1) greater than a one-step increase, a new anniversary date based on the date of promotion is established;
    - (2) of one step or less, the existing anniversary date is retained.
- 7.2.1 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.
- 7.2.2 An employee to whom Article 7.2.1 applies is entitled to be appointed to the first vacant position in his or her former class that occurs in the same administrative district or unit, institution or other work area in the same ministry in which he or she was employed at the time the reclassification was made.
- 7.3 Where a position is reassessed and is reclassified to a class with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

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- 7.4.1 Where, because of the abolition of a position, an employee is assigned:
- (a) from one position in a ministry to another position in the same ministry, or
  - (b) from a position in one ministry to a position in another ministry,
- and the position to which he or she is assigned is in a class with a lower maximum salary than the maximum salary for the class of the position from which he or she was assigned, he or she shall continue to be entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the employee starts the new assignment.
- 7.4.2 Article 7.4.1 applies only where there is no position the employee is qualified for, and that he or she may be assigned to, and that is:
- (a) in the same classification that applied to the employee's position before the position was abolished, or
  - (b) in a classification having the same maximum salary rate as the maximum salary rate of the classification that applied to the employee's position before the position was abolished.

- 7.5 Where, for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary, he or she shall not receive any salary progression or salary decrease for a period of **six (6)** months after his or her assignment, and if at the end of that period, he or she is unable to accept employment in his or her former classification, he or she shall be assigned to a classification consistent with his or her condition.
- 7.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate he or she was receiving at the time of demotion, effective from the date of his or her demotion.
- 7.7 It is understood that where an employee is assigned to a position pursuant to Articles 7.4.1, 7.4.2, 7.5 or 7.6, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

#### CUSTODIAL RESPONSIBILITY ALLOWANCE

- 7.8 See Appendices UN2 or COR2 (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

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- 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 in accordance with the next higher rate in the higher classification, provided that where such a change results in an increase of less than three percent (3%), he or she shall receive the next higher salary rate again.
- 8.1.2 Notwithstanding Article 8.1.1, acting pay shall not exceed the maximum of the salary range of the higher classification except where permitted by salary note.
- 8.2 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower salary maximum where there is not work reasonably available for him or her in the position from which he or she was assigned, he or she shall be paid the lower applicable classification rate to which he or she was assigned, after the expiration of ten (10) consecutive working days in such lower classification.
- 8.3 When an employee is temporarily assigned to the duties and responsibilities of a position in a Classification with a lower maximum salary where there is work reasonably available for him or her in the position from which he or she was assigned, he or she shall continue to be paid at the rate applicable to the classification from which he or she was assigned.
- 8.4 This article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.
- 8.5.1 Where an employee is temporarily assigned to a position in another bargaining unit for a period of more than thirty (30) days, he or she will on the thirty-first (31st) day commence paying dues and be governed by the terms of the Collective Agreement of the position to which he or she has been assigned except that pensions, insured benefits entitlements, and entitlements under Article 20A or 20B (Employment Stability) will continue to be governed by the rules applicable to the employee's position in the OPSEU bargaining unit.
- 8.5.2 When an employee is temporarily assigned to a non-bargaining unit position, he or she shall continue to pay dues to OPSEU and continue

to be covered by the Collective Agreements for the entire term of the temporary assignment.

- 8.6.1** Where an employee is assigned temporarily to a position, Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply except where:
- (a) the term of a temporary assignment is greater than six (6) months' duration, and
  - (b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 8.6.2** In no case shall any provision of this Central Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments, except as provided in Article 8.6.1.
- 8.6.3** Where a vacancy as described in Article 8.6.1 has been filled pursuant to Article 6 (Posting and Filling of Vacancies or New Positions) and the incumbent has filled the position for at least eighteen (18) months, the Employer may assign him or her to the position on a permanent basis and Article 6 (Posting and Filling of Vacancies or New Positions) does not apply.

## **ARTICLE 9 - HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS**

- 9.1** The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 9.2** The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 9.3** The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidized as per the applicable practice in each ministry.
- 9.4** The current practices relating to the supply and maintenance of apparel for employees shall continue during the term of this Central Collective Agreement, subject to any changes which may be entered into between the parties at the local or ministry level.

### **VIDEO DISPLAY TERMINALS (VDT)**

- 9.5** After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes.

- 9.6 At the beginning of assignment to a VDT and every twenty-four (24) months thereafter, a VDT operator who is regularly required to operate a VDT for *two* (2) hours or more per day 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 \$50 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 20A or 20B (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*

8 b.

*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, UN2 or*

*COR2 (Hours of Work) of the Bargaining Unit Collective Agreement, between the Ontario Public Service Employees Union and the Crown in right of Ontario, represented by Management Board of Cabinet.*

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

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

*Detailed and specific description of work unit and employees covered.*

### **Article 2 - Hours of Work**

- 2.1 *Detailed description of the regular hours of work with an attached schedule where appropriate.*
- 2.2 *Article UN5.2 or COR5.2, of the Bargaining Unit Collective Agreement shall not apply to employees covered by this compressed work week agreement.*

### **Article 3 - Overtime**

- 3.1 *Authorized periods of work in excess of the regular working periods specified in Article 2.1 or on scheduled day(s) off will be compensated for in accordance with Article UN8 or COR8, (Overtime) of the Bargaining Unit Collective Agreement.*

### **Article 4 - Holiday Payment**

- 4.1 *Where an employee works on a holiday specified in Article 47 (Holidays) and opts for compensating leave under Article UN13.2 or COR13.2, he or she may elect, at that time, to receive, in addition to his or her entitlement under Article UN13.2 or COR13.2, 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 UN13.2 or COR13.2. Where an employee makes this election, there shall be deducted from the employee's pay for time worked under Article UN13.1 or COR13.1, 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 UN13.1 or COR13.1  
 10 hr. @ double time = 20 hr. [straighttime]

Entitlement under Article UN13.2 or COR13.2 = 8 hr.

Where an employee elects additional leave under this article —

Entitlement under Article UN13.2 or COR13.2 = 8 hr.

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

Reduced entitlement under Article UN13.1  
 or COR13.1 = 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 (43½ or 48) hours of absence due to sickness or injury and seventy-five percent (75%) for the next (899 or 992) hours of absence due to sickness or injury. Employees may exercise their option under Article 44.6 (Short Term Sickness Plan) of the Central Collective Agreement by deducting one-quarter (¼) of an accumulated credit for each (7% or 8) hours of absence.

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

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

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

**Article 6 - Workplace Safety & Insurance**

6.1 For the purposes of Article 41.2 (Workplace Safety & Insurance) of the Central Collective Agreement "sixty-five (65) working days" shall be deemed to be (471¼ or 520) hours.

**Article 7 - Training Assignments**

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

- (a) 7¼ or 8 hours per day, as applicable, or
- (b) the actual number of hours spent receiving training, for each day that the employee participates in the training program.

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

- (a) the employee shall be required to **work** a corresponding number of hours to make up for any deficit hours; or
- (b) the employee shall be scheduled to **duty** for a corresponding number of hours to offset any extra hours.

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

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

**Article 8 - Special and Compassionate and Bereavement Leave**

Such leaves are not to be prorated.

**Article 9 - Term**

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

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

DATED THIS            DAY OF            , (YEAR)

For The Ontario Public  
Service Employees Union

For the Ministry of

\_\_\_\_\_

\_\_\_\_\_

10.2 JOB SHARING

- 5.0
- 10.2.1 Jobsharing can occur where there is agreement between the employees who wish to job share, the Union, and the Employer.
- 10.2.2 It is agreed that job sharing results from two employees sharing a full-time classified position and as such the position shall continue to be identified as a full-time classified position.
- 10.2.3 Employees in a job sharing arrangement must share the same classification and level.
- 10.2.4 The sharing of the hours of work shall be determined by the parties to the sharing agreement but in no case shall one employee work less than fourteen (14) hours per week.
- 10.2.5 (a) Employees in a job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in Parts A & B of this Central Collective Agreement and Part A of the Bargaining Unit Collective Agreements. However, where applicable, they shall be pro-rated in accordance with the employee's hours of work.
- (b) Part C of this Central Collective Agreement and Part B of the Bargaining Unit Collective Agreements will be used to provide administrative direction for the applicable pro-rating of the working conditions and benefits, and Article 57.1 (Pay and Benefits Administration) for the purposes of calculating a basic hourly rate.
- 10.2.6 In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full-time basis.
- 10.2.7 If the remaining employee declines the full-time opportunity, the position may be posted and advertised as a job sharing vacancy, subject to the provisions of this Central Collective Agreement.
- 10.2.8 Failing successful filling of the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full-time basis.
- 10.2.9 If the remaining employee still declines this opportunity, the position would continue to exist as a full-time position and the Employer may fill the balance of hours through temporary measures, if required.

- 10.2.10 The Employer undertakes to notify the President of the Union of all job sharing arrangements.
- 10.3 **JOB TRADING**
- 10.3.1 The following terms and conditions apply in respect of job trading as indicated in 10.3.2 to 10.3.13.
- 10.3.2 Classified employees who hold full-time or regular part-time positions are eligible to trade jobs, except for those employees who are on notice of lay-off pursuant to Article 20A or 20B (Employment Stability) of the Central Collective Agreement.
- 10.3.3 An employee can only trade jobs with an employee in the same category (i.e., a full-time employee can only trade jobs with another full-time employee; a regular part-time employee can only trade jobs with another regular part-time employee).
- 10.3.4 An employee who wishes to trade jobs with another employee must register with his or her ministry's human resources branch and complete the required documentation, which includes the employee portfolio. The employee must also indicate the specific location or locations to which he or she is willing to relocate.
- 10.3.5 An employee may only trade jobs with another employee who holds a position
- in the same classification; and
  - in the same ministry; and
- provided he or she is qualified to perform the normal requirements of the position without training.
- 10.3.6 Notwithstanding seniority, an employee will be considered for job trading prior to other employees registered for job trading if his or her spouse is also employed in the Ontario Public Service and has relocated to continue such employment at a different headquarters location.
- 10.3.7 If an employee has registered for job trading and he or she has also offered to be declared surplus pursuant to Article 20A.7 or Article 20B.7 (Voluntary Exit Option) of the Central Collective Agreement, his or her rights under that article will be exercised before any rights under this job trading agreement.

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

## **ARTICLE 11 - HEADQUARTERS**

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

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

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

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

## ARTICLE 12 - ISOLATION PAY

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

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

11.c.6  
= \$20.70  
1WK

- 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

<i>Population</i>	<i>Points Assigned</i>
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 April 1, 2001:

<u>Kilometres Driven</u>	<u>Southern Ontario</u>	<u>Northern Ontario</u>
0 - 4,000 km	33.75 ¢/km	34.25 ¢/km
4,001 - 10,700 km	29.25 ¢/km	29.75 ¢/km
10,701 - 24,000 km	24.75 ¢/km	25.25 ¢/km
over 24,000 km	20.25 ¢/km	21.25 ¢/km.

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

## ARTICLE 14 - TIME CREDITS WHILE TRAVELLING

- 14.1 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the ministry.
- 14.2 When travel is by public carrier, except municipally operated transit systems, time will be credited from one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination.
- 14.3 When travel is by automobile and the employee travels directly from his or her home or place of employment, time will be credited from the assigned hour of departure until he or she reaches his or her destination and from the assigned hour of departure from the destination until he or she reaches his or her home or place of employment.
- 14.4 When sleeping accommodation is provided, the hours between eleven (11:00) p.m. and the regular starting time of the employee shall not be credited.
- 14.5 When an employee is required to travel on his or her regular day off or a holiday listed in Article 47 (Holidays), he or she shall be credited with a minimum of four (4) hours.
- 14.6 All travelling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.

## ARTICLE 15 - NON-PYRAMIDING OF PREMIUM PAYMENTS

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

## ARTICLE 16 - LOCAL AND MINISTRY NEGOTIATIONS

- 16.1 It is agreed that all ministries may enter into local and ministry employee relations negotiations such that are appropriate as not being excluded by the provisions of the *Crown Employees Collective Bargaining Act, 1993*. Such negotiations shall not be subject to the mediation and arbitration procedures under the Act, provided however, that nothing shall preclude a grievance alleging a violation of the Central Collective Agreement, as provided in the said Act.
- 16.2 The ministry Employee Relations Committee (ERC) shall be co-chaired by a member of the ministry's Senior Management Group.
- 16.3 The Union may forward to the Deputy Minister matters which are not resolved at the ministry ERC, and the Deputy Minister shall respond in writing to the matters raised within twenty-one (21) days of receipt by the Deputy Minister of the unresolved item.

- 16.4  
b.e.f.  
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  
b.e.f.  
The parties agree that a joint consultation committee composed of up to four (4) representatives from the Union and up to four (4) representatives of the Employer, shall be used as a forum for consultation on changes in conditions of employment not governed by this Central Collective Agreement and on other matters of mutual interest.

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

## ARTICLE 18 - SENIORITY (LENGTH OF CONTINUOUS SERVICE)

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

- (a) from the date of appointment to the Classified Service for those employees with no prior service in the Ontario Public Service; or
- (b) from the date established by adding the actual number of full-time weeks worked by a full-time unclassified employee during his or her full-time employment back to the first break in employment which is greater than thirteen (13) weeks; or
- (c) for a regular part-time civil servant, from January 1, 1984 or from the date on which he or she commenced a period of unbroken, part-time employment in the public service, immediately prior to appointment to a regular part-time position in the civil service, whichever is later; or
- 140  
(d) effective January 1, 1984, from the date established by adding the actual number of full-time weeks worked by a full-time seasonal employee during his or her full-time employment back to the first break in employment which is greater than thirteen (13) weeks.

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

Effective December 20, 1990, any leaves of absence granted under Article 31.9 (Unclassified Employees - Pregnancy and Parental Leave) and Article 32.19 (Seasonal Employees - Pregnancy and Parental Leave) shall be included in the calculation of length of continuous service.

18.2 Notwithstanding Article 18.1, where a regular part-time civil servant within the meaning of Part C of the Central Collective Agreement and Part B of the Bargaining Unit Collective Agreements becomes a full-time

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

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

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

Example:

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

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

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

18.3 Where an employee has been released in accordance with Article 20A or Article 20B (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 20A or Article 20B (Employment Stability) and remains released for more than two (2) years.

10.e.1

- 18.5 An OPS-wide seniority list, including the employees' names, employee ID 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,

s.e. 188

(a) affected employees shall receive six (6) months notice of lay-off or pay in lieu thereof as provided in Article 20A.2 or Article 20B.2 (Notice and Pay in Lieu), and

10.0.2.

(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.

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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

The following new provisions identified as *Article 20B* are to apply to any employee who is identified as being surplus pursuant to Article 20B.1.2.1 on or after January 1, 2006. An employee who is identified as surplus before January 1, 2006 shall be subject to the provisions of Article 20A.

## ARTICLE 20A – EMPLOYMENT STABILITY

### 20A.1 PREAMBLE

20A.1.1 The provisions of Article 20A 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.

10.c. 20A.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.

20A.1.3.1 Where a surplus employee has been identified in accordance with this Article, the Employer shall advise him or her in advance of providing notice of lay-off pursuant to Article 20A.2.1. Such advice shall be provided, in writing, five (5) working days in advance of formal notice of lay-off. The purpose of this five-day period is for the employee to consider his or her options, as applicable, under Articles 20A.2 (Pay in Lieu) and 20A.3 (Separation Allowance).

20A.1.3.2 On or before the end of the five-day period described in Article 20A.1.3.1 above, the employee shall advise the Employer, in writing, of his or her decision either:

- (a) to exercise rights under Article 20A.2 and Article 20A.3, or
- (b) to remain employed during the six-month notice period for possible redeployment or displacement pursuant to Articles 20A.5 and 20A.4, respectively.

20A.1.3.3 An employee who fails to provide his or her written decision as required by Article 20A.1.3.2 above shall be deemed to have decided to remain employed during the notice period.

## 20A.2 NOTICE AND PAY IN LIEU

- 20A.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.
- 20A.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.
- 20A.2.3 Where an employee accepts pay in lieu of notice pursuant to this article, any further entitlements under this Central Collective Agreement are forfeited save and except any rights under Article 53 or 78 (Termination Payments) and Article 20A.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.
- 20A.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 20A.3 (Separation Allowance) or paragraph 4(a) 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,
- 20A.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 20A.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.

### 20A.3 SEPARATION ALLOWANCE

20A.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 20A.3 will not be eligible for any other entitlements under Article 20A.

20A.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 20A.3 will not be eligible for any other entitlements under Article 20A.

### 20A.4 DISPLACEMENT

20A.4.1.1 An employee who has completed his or her probationary period, who has received notice of lay-off pursuant to Article 20A.2 (Notice and Pay in Lieu), and who has not been assigned in accordance with the criteria of Article 20A.5 (Redeployment) to another position shall have the right to displace an employee who shall be identified by the Employer in the following manner as set out in Articles 20A.4.1.2 to 20A.4.1.10.

20A.4.1.2 The Employer will identify the employee with the least seniority in the same classification and the same ministry as the employee's surplus position. If such employee has less seniority than the surplus employee, he or she shall be displaced by the surplus employee provided that:

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- (a) such employee's headquarters is located within a forty (40) kilometre radius of the headquarters of the surplus employee; and
- (b) the surplus employee is qualified to perform the work of the identified employee.



- 20A.4.3 If the surplus employee is not qualified to perform the work of the least senior employee identified under Article 20A.4.1.2 above, the Employer will continue to identify, in reverse order of seniority, employees in the same classification and in the same ministry until a less senior employee is found within forty (40) kilometres of the surplus employee's headquarters whose work the surplus employee is qualified to perform.
- 20A.4.1.4 Failing displacement under Article 20A.4.1.2 or 20A.4.1.3 above, the Employer will identify, in reverse order of seniority, employees in the classes in the same class series in descending order until an employee with less seniority is found in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The identified employee shall be displaced by the surplus employee provided he or she is qualified to perform the work.
- 20A.4.1.5 Failing displacement under Articles 20A.4.1.2, 20A.4.1.3 or 20A.4.1.4 above, the Employer will review other classes which the employee held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The Employer will identify, in reverse order of seniority, a less senior employee in the class with the maximum salary closest to but not greater than the maximum salary of the surplus employee's current classification. The identified employee shall be displaced by the surplus employee provided he or she is qualified to perform the work.
- 20A.4.1.6 Failing displacement under Articles 20A.4.1.2, 20A.4.1.3, 20A.4.1.4 or 20A.4.1.5 above, if the employee requests, the Employer will repeat the steps specified in Articles 20A.4.1.2, 20A.4.1.3, 20A.4.1.4 and 20A.4.1.5 with respect to positions beyond a forty (40) kilometre radius of his or her headquarters. No relocation expenses will be paid.
- 20A.4.1.7 Failing displacement under Article 20A.4.1.2, 20A.4.1.3, 20A.4.1.4, 20A.4.1.5 or 20A.4.1.6 above, the Employer will identify, in reverse order of seniority, a less senior employee who is:
- (a) in another ministry; and
  - (b) whose headquarters is within a forty (40) kilometre radius of the displacing employee's headquarters; and
  - (c) whose position the displacing employee previously held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in that ministry; and

- (d) if the employee previously held more than one position in that ministry, the position with a maximum salary closest to but not greater than the maximum salary of the displacing employee's current classification.

The identified employee shall be displaced provided the displacing employee is qualified to perform the work.

- 20A.4.1.8 No later than one (1) week following commencement of the notice period, the Employer will advise the surplus employee of the position into which he or she is eligible to displace.
- 20A.4.1.9 The surplus employee must indicate in writing to the Ministry/Agency Director of Human Resources his or her intention to displace the employee identified pursuant to Articles 20A.4.1.2, 20A.4.1.3, 20A.4.1.4, 20A.4.1.5, 20A.4.1.6, or 20A.4.1.7 above, as applicable. Written intention to displace must be received by the Ministry/Agency Director of Human Resources no later than one (1) week following the date the surplus employee received advice that he or she was eligible to displace an employee pursuant to Article 20A.4.1.8 above.
- 20A.4.1.10 An employee who does not indicate in writing to the Ministry/Agency Director of Human Resources his or her intention to displace within the time period stipulated by Article 20A.4.1.9 above shall be deemed to have given up his or her right to displace and opted for redeployment under Article 20A.5 (Redeployment).
- 20A.4.2 The first employee who is displaced by an employee exercising his or her right to displace under Article 20A.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.
- 20A.4.3 An employee who is displaced by an employee who exercises his or her displacement right under Article 20A.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.
- 20A.4.4 Article 7.4 (Pay Administration) shall not apply where an employee displaces a less senior employee pursuant to Articles 20A.4.1.4, 20A.4.1.5, 20A.4.1.6 or 20A.4.1.7 above, save and except that Article 7.4 (Pay Administration) shall apply for the balance of the employee's notice period only.
- 20A.4.5 Except as provided in Article 20A.4, employees who are displaced will have full access to the provisions of Article 20A.

## 20A.5 REDEPLOYMENT

- 20A.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 20A.5 or Article 20A.6 (Recall).
- 20A.5.2 With mutual consent, an employee who has not been assigned under Article 20A.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 20A.5.1 (a),(c) and (d) are satisfied. Relocation expenses will not be paid.
- 20A.5.3 Where an employee has not been assigned under Articles 20A.5.1 or 20A.5.2, he or she shall be assigned to a position that becomes vacant in any ministry provided the conditions outlined in Article 20A.5.1(a), (b), (c) and (d) are satisfied.
- 20A.5.4 With mutual consent, an employee who has not been assigned under Articles 20A.5.1, 20A.5.2 or 20A.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 20A.5.1(a),(c) and (d) are satisfied. Relocation expenses will not be paid.
- 20A.5.5 If, in accordance with Articles 20A.5.2 or 20A.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.

20A.6 RECALL

- 20A.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 20A.6 or Article 20A.5 (Redeployment);
  - (e) notwithstanding Article 20A.6.1(b) above, where as a result of displacement or redeployment an employee's headquarters has changed, recall rights shall apply to vacant positions within a forty (40) kilometre radius of either the person's current or former headquarters at his or her option. Relocation expenses will not be paid.
- 20A.6.2 Where a person who has been laid off is re-appointed under Article 20A.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.
- 20A.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.
- 20A.6.4 Where a person who has been laid off is re-appointed to a position under Article 20A.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 20A.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.

- 20A.6.5 A person shall lose his or her rights to recall pursuant to Article 20A.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 20A.6.1, he or she fails to report for duty on the date specified in Article 20A.6.4(b); or
  - (d) the date he or she does not accept an appointment in accordance with Article 20A.6.1; or
  - (e) twenty-four (24) months after the date of his or her lay-off.
- 20A.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 20A.6.
- 20A.7 VOLUNTARY EXIT OPTION
- 20A.7.1 Subject to the conditions outlined in Article 20A.7, an employee who has not received notice of lay-off may offer to be declared surplus and give up his or her job for possible redeployment of an employee who has received notice of lay-off within the previous two (2) week period, and whose position is in the same classification and the same ministry. No relocation expenses will be paid.
- 20A.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 20A.7.1.
- 20A.7.3 The position of an employee making an offer under Article 20A.7.1 will be considered to be a vacancy for redeployment of a surplus employee pursuant to Article 20A.5 (Redeployment), provided the Employer determines the position will continue to be filled.
- 20A.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 20A.5 (Redeployment).
- 20A.7.5 For purposes of Article 20A.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.

- 20A.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 20A.7.
- 20A.7.7 Notwithstanding anything in any other provision of Article 20A, the rights specified in Article 20A.7 shall be exercised before any displacement or redeployment rights.
- 20A.8 TEMPORARY VACANCIES
- 20A.8 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).
- 20A.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 20A.8.1, for placement into temporary assignments, the employer shall use the same criteria and rules as for assignment into vacancies under Article 20A.5 (Redeployment).
- 20A.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.
- 20A.8.4 Surplus employees who are occupying a temporary assignment remain eligible for assignment to permanent vacancies in accordance with the provisions of Article 20A.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.
- 20A.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.

20A.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.

#### 20A.9 ATTRITION

20A.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.

#### 20A.10 VOLUNTARY LEAVES

20A.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:

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(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;

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(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.

#### 20A.11 CAREER TRANSITION SUPPORT

20A.11.1 Surplus employees who do not take pay in lieu under Article 20A.2.1, separation allowance under Article 20A.3 or who do not displace under Article 20A.4 will be provided with transition support which may include skills assessment, counselling and job search skills.

20A.11.2 Time spent by the surplus employee in activities outlined in Article 20A.11 shall be with pay and no loss of credits.

#### 20A.12 TRAINING FOR A NEW JOB

20A.12.1 Where, in accordance with Article 20A.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 20A.4 (Displacement) he or she may be assigned to a vacancy

conditional upon meeting the qualifications after retraining during the notice period.

20A.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.

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20A.12.3 The Employer and the Union may consult on matters related to retraining programs linked to redeployment practices and procedures.

20A.12.4 An employee will only be eligible for a conditional assignment where:

- (a) the vacancy is in the same ministry; and
- (b) the headquarters of the vacancy is within a forty (40) kilometre radius of the employee's headquarters; and
- (c) the vacancy is in the same classification or a classification with a lower maximum salary than the employee's classification.

20A.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.

20A.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.

20A.12.7 The assignment of an employee to a vacancy in accordance with Article 20A.5 (Redeployment) or Article 20A.6 (Recall) shall have priority over the assignment of a surplus employee under Article 20A.12.

20A.12.8 Notwithstanding Article 20A.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.

20A.12.9 Where an employee is appointed to a position in accordance with Article 20A.12, Article 7.4 (Pay Administration) shall not apply.

20A.12.10 Time spent by the surplus employee in activities outlined in Article 20A.12 shall be with pay and no loss of credits.



### 20A.13 PROBATIONARY EMPLOYEES

20A.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 31A.13.1 (Unclassified Employees).
- (b) For the purposes of the application of Articles 20A.2 (Notice and Pay in Lieu), 20A.5 (Redeployment), 20A.6 (Recall) and 20A.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 20A.4 (Displacement) shall not be applied to probationary employees nor shall they have the benefit of any rights arising pursuant to Article 20A.4.

20A.13.2 Nothing in Article 20A.13 shall be deemed to be a recognition of "seniority" or "continuous service" in probationary employees as those terms appear in Article 18 (Seniority).

### 20A.14 TECHNOLOGICAL CHANGE

40. 20A.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.

20A.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.

### 20A.15 CONTINUANCE OF INSURED BENEFITS

20A.15.1 Except as provided in Article 20A.15, all benefits coverage under Part B and Part C of the Central Collective Agreement (Employee Benefits for Full-Time and Regular Part-Time Civil Servants) will cease at the end of the month in which the employee is laid off or resigns, save and except

coverage as provided under Article 36.3 or 64.3 (Insured Benefits Plans) and Article 40.5 or 68.7 (Dental Plan).

20A.15.2 An employee who, pursuant to Article 20A, 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.

20A.15.3 Failure by the employee to pay the premiums as specified in Article 20A.15.2 will disentitle the employee to any further benefits under Article 20A.15.

#### 20A.16 JOB REGISTRY SYSTEM

20A.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.

#### 20A.17 MONITORING AND REPORTING

20A.17.1 There shall be central monitoring and reporting of vacancies with respect to the job registry and redeployment processes in accordance with Article 20A.16 (JobRegistry System).

20A.17.2 The Employer agrees to share job registry and redeployment data with the CERC.

20A.17.3 The JESS may establish standards and norms governing the review of qualifications and assessment of surplus employees.

#### 20A.18 GENERAL

20A.18.1 It is understood that when it is necessary to assign a surplus employee to a vacant position in accordance with Article 20A.5 (Redeployment) or recall a laid off employee in accordance with Article 20A.6 (Recall), the

provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

20A.18.2 For purposes of Article 20A, 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.

20A.19 PAYMENT OF MONIES

20A.19.1 The Employer shall endeavour to phase in lump sum and severance payments over two (2) calendar years, if the employee so requests and if legislation permits.

## **ARTICLE 20B - EMPLOYMENT STABILITY**

20B.1 PREAMBLE

20B.1.1 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 redeployment, displacement, lay-off or recall shall be in accordance with seniority subject to the conditions set out in this article.

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20B.1.2.1 Where a surplus employee has been identified in accordance with this Article, the Employer shall advise him or her in advance of providing notice of lay-off pursuant to Article 20B.2.1. Such advice shall be provided, in writing, ten (10) working days in advance of formal notice of lay-off. The purpose of this ten day period is for the employee to consider his or her options, as applicable, under Article 20B.2 (Pay in Lieu).

20B.1.2.2 On or before the end of the ten day period described in Article 20B.1.2.1 above, the employee shall advise the Employer, in writing, of his or her decision either:

- (a) to exercise rights under Article 20B.2;
- (b) to remain employed during the six-month notice period for possible redeployment or displacement pursuant to Articles 20B.3 and 20B.4, respectively.

20B.1.2.3 An employee who fails to provide his or her written decision as required by Article 20B.1.2.2 above shall be deemed to have decided to remain employed during the notice period.

20B.2 NOTICE AND PAY IN LIEU

- 20B.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,
- 20B.2.2 The notice period will begin when the employee receives official written notice. Copies of all such notices shall be provided to the Employer and to the Union.
- 20B.2.3 Where an employee accepts pay in lieu of notice pursuant to this article, any further entitlements under this Central Collective Agreement are forfeited save and except any rights under Article 53 or 78 (Termination Payments) or paragraph 4 (b) 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. Such an employee shall keep the Ministry/Agency Director of Human Resources informed of any change of address and/or telephone numbers and/or home e-mail (if any). Such changes must be sent in writing or electronically.
- 20B.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 received under 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.
- 20B.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 received under 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.

### 20B.3 REDEPLOYMENT

20B.3.1 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 or in another ministry during his or her notice period provided that:

- (a) the vacant position is within a range of classifications whose maximum rate is 5% above and 15% below the maximum rate of the employee's own classification; and
- (b) the vacant position is within a forty (40) kilometre radius of his or her 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 20B.3 or Article 20B.6 (Recall).

20B.3.2 With mutual consent, an employee who has not been assigned under Article 20B.3.1 shall be assigned to a position that becomes vacant in his or her ministry or in another ministry beyond a forty (40) kilometre radius of his or her headquarters provided the conditions outlined in Article 20B.3.1 (a), (c) and (d) are satisfied. It is understood that the employee may request that the Employer take into account any specific locations for redeployment, and the Employer will take into account locations that are within a forty (40) kilometre radius of such locations. Relocation expenses will not be paid.

20B.3.3 If, in accordance with Article 20B.3.2 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.

20B.3.4 Where an employee has been assigned to a vacant position within a classification having a maximum rate below the maximum rate of the employee's own classification, pursuant to Article 20B.3.1 (a), the employee

shall remain at his or her current rate of pay, without any salary progression, until the expiry of his or her notice period, upon which the employee shall be placed at the appropriate step on the salary range for the classification to which the employee has been assigned.

20B.3.5 It is agreed that where an employee is assigned to a vacancy within a classification having a higher maximum rate, pursuant to Article 20B.3.1(a), it shall not be considered a promotion under Article 7.

#### 20B.4 DISPLACEMENT

10.d

20B.4.1.1 An employee who has completed his or her probationary period, who has received notice of lay-off pursuant to Article 20B.2 (Notice and Pay in Lieu), and who has not been assigned, within a period of three (3) months after the receipt of the notice of lay-off, in accordance with the criteria of Article 20B.3 (Redeployment) to another position shall have the right to displace an employee who shall be identified by the Employer in the following manner as set out in Articles 20B.4.1.2 to 20B.4.1.10.

20B.4.1.2 The Employer will identify the employee with the least seniority in the same classification and the same ministry as the employee's surplus position. If such employee has less seniority than the surplus employee, he or she shall be displaced by the surplus employee provided that:

- (a) such employee's headquarters is located within a forty (40) kilometre radius of the headquarters of the surplus employee; and
- (b) the surplus employee is qualified to perform the work of the identified employee.

20B.4.1.3 If the surplus employee is not qualified to perform the work of the least senior employee identified *under Article 20B.4.1.2 above*, **the** Employer will continue to identify, in reverse order of seniority, employees in the same classification and in the same ministry until a less senior employee is found within forty (40) kilometres of the surplus employee's headquarters whose work the surplus employee is qualified to perform.

20B.4.1.4 Failing displacement under Article 20B.4.1.2 or 20B.4.1.3 above, the Employer will identify, in reverse order of seniority, employees in the classes in the same class series in descending order until an employee with less seniority is found in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The identified employee shall be displaced by the surplus employee provided he or she is qualified to perform the work.

20B.4.1.5 Failing displacement under Articles 20B.4.1.2 or 20B.4.1.3 or 20B.4.1.4 above, the Employer will review other classes which the employee held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The Employer will identify, in reverse order of seniority, a less senior employee in the class with the maximum salary closest to but not greater than the maximum salary of the surplus employee's current classification. The identified employee shall be displaced by the surplus employee provided he or she is qualified to perform the work.

20B.4.1.6 Failing displacement under Articles 20B.4.1.2, 20B.4.1.3, 20B.4.1.4 or 20B.4.1.5 above, if the employee requests, the Employer will repeat the steps specified in Articles 20B.4.1.2, 20B.4.1.3, 20B.4.1.4 and 20B.4.1.5 with respect to positions beyond a forty (40) kilometre radius of his or her headquarters. No relocation expenses will be paid.

20B.4.1.7 Failing displacement under Article 20B.4.1.2, 20B.4.1.3, 20B.4.1.4, 20B.4.1.5 or 20B.4.1.6 above, the Employer will identify, in reverse order of seniority a less senior employee who is:

- (a) in another ministry; and
- (b) whose headquarters is within a forty (40) kilometre radius of the displacing employee's headquarters; and
- (c) whose position the displacing employee previously held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in that ministry; and
- (d) if the employee previously held more than one position in that ministry, the position with a maximum salary closest to but not greater than the maximum salary of the displacing employee's current classification.

The identified employee shall be displaced provided the displacing employee is qualified to perform the work.

20B.4.1.8 Upon the completion of three (3) months 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.

20B.4.1.9 The surplus employee must indicate in writing to the Ministry/Agency Director of Human Resources his or her intention to displace the employee identified pursuant to Articles 20B.4.1.2, 20B.4.1.3, 20B.4.1.4, 20B.4.1.5, 20B.4.1.6, or 20B.4.1.7 above, as applicable. Written intention to displace must be received by the Ministry/Agency Director of Human Resources no

later than one (1) week following the date the surplus employee received advice that he or she was eligible to displace an employee pursuant to Article 20B.4.1.8 above.

20B.4.1.10 An employee who does not indicate in writing to the Ministry/Agency Director of Human Resources his or her intention to displace within the time period stipulated by Article 20B.4.1.9 above shall be deemed to have given up his or her right to displace and opted for redeployment under Article 20B.3 (Redeployment).

20B.4.2 The first employee who is displaced by an employee exercising his or her right to displace under Article 20B.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.

20B.4.3 An employee who is displaced by an employee who exercises his or her displacement right under Article 20B.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.

20B.4.4 Article 7.4 (Pay Administration) shall not apply where an employee displaces a less senior employee pursuant to Articles 20B.4.1.4, 20B.4.1.5, 20B.4.1.6 or 20B.4.1.7 above, save and except that Article 7.4 (Pay Administration) shall apply for the balance of the employee's notice period only.

20B.4.5 Except as provided in Article 20B.4, employees who are displaced will have full access to the provisions of Article 20B.

## 20B.5 TUITION REIMBURSEMENT

7.10 20B.5.1 On production of receipts from an approved educational program within twelve (12) months of layoff, an employee may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).

20B.5.2 Where an employee takes a program or course with the approval of the Employer, for the purpose of upgrading his or her employment-related skills, the Employer shall defray all or part of the tuition in accordance with the Employer's normal policy.

## 20B.6 RECALL

20B.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 20B.6 or Article 20B.3 (Redeployment);
- (e) notwithstanding Article 20B.6.1(b) above, where as a result of displacement or redeployment an employee's headquarters has changed, recall rights shall apply to vacant positions within a forty (40) kilometre radius of either the person's current or former headquarters at his or her option. Relocation expenses will not be paid.

20B.6.2 Where a person who has been laid off is re-appointed under Article 20B.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.

20B.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 numbers, and/or home email (if any). Such changes must be sent in writing or electronically.

20B.6.4 Where a person who has been laid off is re-appointed to a position under Article 20B.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 20B.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.

20B.6.5 A person shall lose his or her rights to recall pursuant to Article 20B.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 20B.6.1, he or she fails to report for duty on the date specified in Article 20B.6.4(b); or
- (d) the date he or she does not accept an appointment in accordance with Article 20B.6.1; or
- (e) twenty-four (24) months after the date of his or her lay-off.

20B.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 20B.6.

## 20B.7 VOLUNTARY EXIT OPTION

20B.7.1 Subject to the conditions outlined in Article 20B.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 and whose position is in the same classification. No relocation expenses will be paid.

20B.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 20B.7.1.

20B.7.3 The position of an employee making an offer under Article 20B.7.1 will be considered to be a vacancy for redeployment of a surplus employee pursuant to Article 20B.3 (Redeployment), provided the Employer determines the position will continue to be filled.

20B.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 20B.3 (Redeployment).

20B.7.5 For purposes of Article 20B.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.

20B.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 20B.7.

20B.7.7 Notwithstanding anything in any other provision of Article 20B, the rights specified in Article 20B.7 shall be exercised before any displacement or redeployment rights.

## 20B.8 TEMPORARY VACANCIES

20B.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).

20B.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 20B.8.1, for placement into temporary assignments, the employer shall use the same criteria and rules as for assignment into vacancies under Article 20B.3 (Redeployment).

20B.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 five (5) working days in which to accept or reject the offer of a temporary assignment.

20B.8.4 Surplus employees who are occupying a temporary assignment remain eligible for assignment to permanent vacancies in accordance with the provisions of Article 20B.3 (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.

20B.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.

20B.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.

20B.9 ATTRITION

20B.9. 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.

20B.10 VOLUNTARY LEAVES

20B.10. 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 education 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.

20B.11 CAREER TRANSITION SUPPORT

20B.11. Surplus employees who do not take pay in lieu under Article 20B.2.1 will be provided with transition support which may include skills assessment, counselling and job search skills.

20B.11.2 Time spent by the surplus employee in activities outlined in Article 20B.11 shall be with pay and no loss of credits.

20B.12 CONDITIONAL ASSIGNMENTS

20B.12.1 Where, in accordance with Article 20B.3 (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 20B.4 (Displacement) he or she shall be assigned to a vacancy conditional upon meeting the qualifications after retraining during the notice period.

20B.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 during his or her six (6) month notice period. For the purposes of conditional assignments, the Employer will provide the employee with a sufficient period of work time in the vacancy, during or following the employment-related retraining, to allow a reasonable judgment to be made regarding the qualifications of the employee.
- 20B.12.3 The Employer and the Union may consult on matters related to retraining programs linked to redeployment practices and procedures.
- 20B.12.4 An employee will only be eligible for a conditional assignment where:
- (a) the headquarters of the vacancy is within a forty (40) kilometre radius (unless otherwise mutually agreed by the Employer and the employee) of the employee's headquarters; no relocation expenses will be paid; and
  - (b) the vacancy is within a range of classifications whose maximum rate is 5% above and 15% below the maximum rate of the employee's own classification; and
  - (c) The need for employment-related retraining, as determined by the Employer in consultation with the employee, is likely to result in qualification for the vacancy.
- 20B.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.
- 20B.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.
- 20B.12.7 The assignment of an employee to a vacancy in accordance with Article 20B.3 (Redeployment) or Article 20B.6 (Recall) shall have priority over the assignment of a surplus employee under Article 20B.12.
- 20B.12.8 Notwithstanding Article 20B.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.
- 20B.12.9 Where an employee is appointed to a position in accordance with Article 20B.12, Article 7.4 (Pay Administration) shall not apply.

20B.12.10 Time spent by the surplus employee in activities outlined in Article 20B.12, shall be with pay and no loss of credits.

20B.12.11 Where an employee is given a conditional assignment within a classification having a higher maximum rate, pursuant to Article 20B.12.4(b), it shall not be considered a promotion under Article 7.

## 20B.13 PROBATIONARY EMPLOYEES

20B.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 31A.13.1 (Unclassified Employees).
- (b) For the purposes of the application of Articles 20B.2 (Notice and Pay in Lieu), 20B.3 (Redeployment), 20B.6 (Recall) and 20B.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 20B.4 (Displacement) shall not be applied to probationary employees nor shall they have the benefit of any rights arising pursuant to Article 20B.4.

20B.13.2 Nothing in Article 20B.13 shall be deemed to be a recognition of "seniority" or "continuous service" in probationary employees as those terms appear in Article 18 (Seniority).

## 20B.14 TECHNOLOGICAL CHANGE

20B.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.

20B.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.

## 20B.15 CONTINUANCE OF INSURED BENEFITS

- 20B.15.1 Except as provided in Article 20B.15, all benefits coverage under Part B and Part C of the Central Collective Agreement (Employee Benefits for Full-Time and Regular Part-Time Civil Servants) will cease at the end of the month in which the employee is laid off or resigns, save and except coverage as provided under Article 36.3 or 64.3 (Insured Benefits Plans) and Article 40.5 or 68.7 (Dental Plan).
- 20B.15.2 An employee who, pursuant to Article 20B, 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.
- 20B.15.3 Failure by the employee to pay the premiums as specified in Article 20B.15.2 will disentitle the employee to any further benefits under Article 20B.15.

## 20B.16 JOB REGISTRY SYSTEM

- 20B.16.1 The parties agree that an OPS-wide job registry system shall be developed by the Employer 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 the Employer for inclusion in the registry. Names of surplus employees shall be reported by ministries to the Employer 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 Employer on a quarterly basis.

## 20B.17 MONITORING AND REPORTING

- 20B.17.1 There shall be central monitoring and reporting of vacancies with respect to the job registry and redeployment processes in accordance with Article 20B.16 (Job Registry System).
- 20B.17.2 The Employer agrees to share job registry and redeployment data with the CERC.
- 20B.17.3 The JESS may establish standards and norms governing the review of qualifications and assessment of surplus employees.

## 20B.18 GENERAL

20B.18.1 It is understood that when it is necessary to assign a surplus employee to a vacant position in accordance with Article 20B.3 (Redeployment) or recall a laid off employee in accordance with Article 20B.6 (Recall), the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

20B.18.2 For purposes of Article 20B, 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.

## 20B.19 PAYMENT OF MONIES

20B.19.1 The Employer shall endeavour to phase in lump sum and severance payments over two (2) calendar years, if the employee so requests and if legislation permits.

## ARTICLE 21 - DISCIPLINE AND DISMISSAL

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

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

## ARTICLE 22 - GRIEVANCE PROCEDURE

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

### STAGE ONE

22.2.1 It is the mutual desire of the parties that complaints of employees be adjusted as quickly as possible and it is understood that if an employee has a complaint, the employee shall meet, where practical, and discuss it with the employee's immediate supervisor within thirty (30) days after



the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee in order to give the immediate supervisor an opportunity of adjusting the complaint.

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

## STAGE TWO

- 22.3.1 If the complaint or difference is not resolved under Stage One, the employee may file a grievance, in writing, through the Union, with the senior human resources representative in the ministry or his or her designee.
- 22.3.2 The senior human resources representative or his or her designee shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor his or her decision in writing within seven (7) days of the meeting with a copy to the Union steward.
- 22.4 If the grievor is not satisfied with the decision of the senior human resources representative or his or her designee or if he or she does not receive the decision within the specified time, the grievor may apply, through the Union, to the Grievance Settlement Board (GSB) for a hearing of the grievance within fifteen (15) days of the date he or she received the decision or within fifteen (15) days of the specified time limit for receiving the decision.
- 22.5 The employee, at his or her option, may be accompanied and represented by a Union representative at Stage Two of the grievance procedure.
- 22.6.1 An employee who is a grievor or complainant and who makes application, through the Union, for a hearing before the GSB or the Ontario Labour Relations Board (OLRB) shall be allowed leave of absence with no loss of pay and with no loss of credits, if required to be in attendance by the Board or Tribunal. Article 22.6.1 shall also apply to pre-hearings, mediation/ arbitration or mediation under auspices of the GSB or OLRB.
- 22.6.2 An employee who has a grievance and is required to attend meetings at Stage One and Two of the grievance procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.
- 22.6.3 Article 22.6.2 shall also apply to the Union Steward who is authorized to represent the grievor at Stage Two of the grievance procedure.

- 22.6.4 The Union shall advise the senior human resources representative of the affected ministries with copies to the Director, Corporate Labour Relations/Negotiations Secretariat, of the Union Stewards together with the areas they are authorized to represent, which list shall be updated at least every **six** (6) months.
- 22.7 LAY-OFF
- 22.7.1 Where an employee files a grievance, through the Union, claiming improper lay-off and the grievance is referred to the GSB in accordance with Article 22.4, the Union shall notify the Employer, in writing, at least three (3) weeks prior to the date established for the Board's hearing, of the title and location of the position which will be the subject matter of the claim before the Board.
- 22.8 DISMISSAL
- 22.8.1 Any probationary employee who is dismissed or released shall not be entitled to file a grievance.
- 22.8.2 Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance, through the Union, at the second stage of the grievance procedure provided he or she does so within thirty (30) days of the date of the dismissal.
- 22.9 INSURED BENEFITS GRIEVANCE
- 22.9.1 An allegation that the Employer has not provided an insured benefit that has been contracted for in this Agreement shall be pursued as a Union grievance filed under Article 22.13 (Union Grievance).
- 22.9.2 Any other complaint or difference shall be referred to the Claims Review Subcommittee of Joint Insurance Benefits Review Committee (JIBRC), established under Appendix 4 (Joint Insurance Benefits Review Committee), for resolution.
- 22.10 SEXUAL HARASSMENT
- 22.10.1 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex by his or her Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.

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

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

3 a 1. 22.10.3.1 The time limits set out in Article 22.2.1 do not apply to complaints under Article 22.10, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

22.10.3.2 Where, at any time either before the making of a complaint or the filing of a grievance under Article 22, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or grievance under Article 22 shall be suspended until the employee is given notice in writing of the results of the investigation, which shall be completed within ninety (90) days or less, which time limits may be extended by mutual consent.

22.10.3.3 Where a complaint under Article 22.10 is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint which is expressed in Article 22 to be presented to the supervisor may be presented directly to the senior human resources representative or his or her designee, specifically assigned to deal with complaints or grievances under this provision. It is agreed that the designee assigned will not be a person who is the subject of the complaint giving rise to the grievance.

22.10.4 Where it appears to the GSB that an employee who is a grievor under Article 22.10 has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, the GSB may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.

22.10.5 An employee who makes a complaint under Article 22.10 may be accompanied and represented by a Union representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation established by the Employer under any staff relations policy.

22.11 GROUP GRIEVANCE

22.11.1 In the event that more than one (1) employee is directly affected by one specific incident or circumstance and such employees would be entitled to grieve, a group grievance shall be presented in writing by the Union signed by such employees to the senior human resources representative at Stage Two, within the time limits as specified in Article 22.2.1. Up to three (3) grievors of the group shall be entitled to be present at all Stages unless otherwise mutually agreed.

22.11.2 The consolidation of group grievances across several branches, departments or ministries shall be discussed in accordance with the provisions of Article 22.17.

22.12 CLASSIFICATION

22.12.1 An employee who alleges that his or her position is improperly classified may discuss his or her claim with his or her immediate supervisor at any time, provided that such discussions shall not be taken into account in the application of the time limits set out in Article 22. An employee, however, shall have the right to file a grievance in accordance with the grievance procedure, specifying in his or her grievance what classification he or she claims.

6 d.2  
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 Subcommittees) of this Agreement, for final resolution. Any grievances being referred to the JSSC, must be forwarded to the Employer representatives of the Committee, no later than one (1) month after the Employer's Stage 2 response. The JSSC may decide on any grievance referred to it. Where the parties at the JSSC concur, their decision shall be binding on the parties and any affected employee. Where the parties at the JSSC do not concur, the matter shall remain unresolved unless and until concurrence is reached.

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

22.13 UNION GRIEVANCE

22.13.1 Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention

of the Agreement, the Union shall be entitled to file a grievance at the second stage of the grievance procedure provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

22.13.2 Where the difference between the Employer and the Union involves more than one (1) ministry, the Union shall be entitled to file a grievance with the Director, Corporate Labour Relations/Negotiations Secretariat provided it does so within sixty (60) days following the occurrence or origination of the circumstances giving rise to the grievance.

22.13.3 A submission of the grievance to the Director, Corporate Labour Relations/Negotiations Secretariat under Article 22.13 shall be considered to be the second stage of the grievance procedure for the purpose of Article 22. Union grievances shall be signed by the President or Vice-president. It is further agreed that no grievance processed under Article 22.13 shall be dealt with under the provisions of the mediation/arbitration referred to hereunder except with the mutual agreement of the parties.

#### 22.14 GENERAL

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

22.14.2 In Article 22, "days" shall include all days exclusive of Saturdays, Sundays and designated holidays.

22.14.3 The time limits contained in Article 22 may be extended by agreement of the parties in writing.

22.14.4 The parties agree that principles of full disclosure of issues in dispute as alleged by a grievance advanced by the Union on behalf of a member or members, or the Union itself, and full disclosure of facts relied upon by management in a decision that is subject to a grievance, are key elements in amicable and expeditious dispute resolution processes.

22.14.5 The parties agree that at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure.

22.14.6 The GSB shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreements.

22.15 DISCIPLINARY RECORD

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

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22.16 MEDIATION/ARBITRATION PROCEDURE

22.16. Except for grievances concerning dismissal, sexual harassment, and/or human rights, and Union grievances with corporate policy implications, all grievances shall proceed through the GSB to a single mediator/arbitrator for the purpose of resolving the grievance in an expeditious and informal manner.

22.16.2 The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator may limit the nature and extent of the evidence and may impose such conditions as he or she considers appropriate. The mediator/arbitrator shall give a succinct decision within five (5) days after completing proceedings, unless the parties agree otherwise.

22.16.3 The mediator/arbitrator shall begin proceedings within six (6) months of the date of the referral to the GSB unless a later date is agreed to by the parties.

22.16.4 The GSB will adopt such procedures as are necessary to ensure the resolution of disputes within the procedures and time frames set out above.

22.16.5 The parties will make every effort to schedule grievances for hearing, that have been referred to the GSB, within six (6) months of the referral.

22.16.6 Grievances concerning dismissal, sexual harassment, and/or human rights, and Union grievances with corporate policy implications shall proceed through the regular arbitration procedure and shall not utilize this mediation/arbitration procedure except with the mutual agreement of the parties.

22.16.7 Decisions reached through the mediation/arbitration process shall have no precedential value unless the parties agree otherwise.

## 22.17 JOINT REVIEW PROCESS

22.17.1 The parties agree that any dispute arising out of Article 22.14.4 shall be referred to the Joint Review Process. Should the matter not be resolved at that level, it shall proceed within fifteen (15) days to an available mediator-arbitrator drawn from a list of agreed upon mediator-arbitrators. The parties agree that the standard to be used by the mediator-arbitrator shall be arguable relevance. The burden of proof in Article 22.17 will rest with the party asserting the need for the information. Any such hearing on issues referred to a mediator-arbitrator under Article 22.17, shall be limited to hearings of no more than one (1) day.

22.17.2 The Joint Review Process is an integral part of the dispute resolution mechanism. The parties agree to meet in such process for the following reasons:

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- (a) review of such cases as the parties choose prior to submission to arbitration
- (b) consolidation of cases, where applicable, with agreement in advance as to application of an award on similar issues, subject to the right of the parties to seek judicial review of any award.
- (c) review arbitration awards as deemed necessary to determine application
- (d) any other mutually acceptable reason.

## 22.18 INTEREST

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

- (a) for the period commencing thirty (30) days prior to the date the grievance was filed until the decision:
  - (1) interest shall be calculated at the quarterly prime rates, set by the Bank of Canada, averaged yearly for that period.
  - (2) interest will be paid on all amounts owing, except where compensation is payable for back pay or any other amount that accrues over time, interest shall be calculated on one half of the compensation.
- (b) for the period from the date of the decision until the compensation and/or damages is paid, interest shall be payable on all amounts owing, payable at the prime rate set by the Bank of Canada, for the quarter before the decision.

## ARTICLE 23 - LEAVE - UNION ACTIVITIES

- 23.1 Upon at least fourteen (14) days' written notice by the Union, leave of absence without pay but with no loss of credits shall be granted for not more than four (4) consecutive days for each employee delegate for the purpose of attending the Annual Convention.
- 23.2.1 Leave of absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations up to the release of a conciliation "no board" report or the release of the report of a conciliation board, as the case may be, provided that not more than fifteen (15) employees at any one time shall be permitted such leave for the Central and Unified agreements and seven (7) employees at any one time shall be permitted such leave for the negotiation of the Correctional agreement. Leaves of absence granted under Article 23.2.1 shall include reasonable travel time. A member of one of the Union's bargaining teams who is an unclassified or classified employee shall be paid as if the employee worked full time in the appropriate schedule (not to exceed eight (8) hours per day) during the days from Monday to Friday during which bargaining occurs or travel time occurs. Such an unclassified employee who is normally employed in a correctional institution shall continue to have Appendix 24 applied as if the employee has worked eight (8) hours per day during the days from Monday to Friday during which bargaining occurs or travel time occurs.
- 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 Unified and Correctional 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.
- 23.2.3.1 The Union may at its discretion require up to twenty-seven (27) members, at any one time, to be granted a leave of absence without pay but with no loss of credits for the purpose of assisting the Union in advising and educating the members with respect to the essential services and/or collective bargaining process and the issues in bargaining.

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23.2.3.2 The leaves of absence under Article 23.2.3.1 shall commence no sooner than 180 days prior to the expiry of the collective agreement, and shall end on the date of ratification of the collective agreement. The Union will advise the Directors of Human Resources of the affected ministries, with copies to the Director, Employee Relations OPS, of the names and locations of such employees, as soon as practical, and in any event at least 15 days prior to the commencement date of the leaves.

23.2.3.3 During the process of essential services bargaining, the Union may request a reasonable number of employees to attend at the bargaining table for short periods to assist the bargaining team. As much notice as possible shall be given to the supervisor of the employee in question and the Director of Human Resources of the relevant ministry. The Employer shall grant the necessary time off without pay and with no loss of credits.

23.2.4 The leave under Articles 23.2.2, 23.2.3, 23.2.3.1, and 23.2.3.3 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.

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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.

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(b) On the understanding that leaves requested under (a) will be kept to a minimum, it is agreed that extended leave of absence will be granted to four (4) employees in any calendar year for the purpose of

conducting the internal business affairs of the Union. Each leave will be for a period of ninety (90) consecutive calendar days and only one (1) such employee will be absent at one time.

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

- 23.5.2 The Union will advise the Directors of Human Resources of the affected ministries, with copies to the Director, Corporate Labour Relations/Negotiations Secretariat, of the names and locations of such employees, immediately following their election.
- 23.5.3 Leaves of absence with no loss of pay and with no loss of credits shall be granted to accommodate reasonable travel time.
- 23.5.4 The Union will reimburse the ministry for the salary paid to members of the Executive Board and the Executive Officers granted leave under Article 23.5.
- 23.6.1 When an employee is elected as the Union's President or First Vice-president, the Union will, immediately following such election, advise the Employer of the name and ministry of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.
- 23.6.2 During the term of such leave of absence, the Union will reimburse the ministry for the salary paid to the employee on such leave of absence and contribute the Employer's share of contributions to the OPSEU Pension Plan and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of attendance credits accumulated during the leave of absence. The Union will make the Employer's contribution for Employment Insurance.
- 23.6.3 On completion of the employee's term of office, the President or First Vice-president may return to their previous employment and service shall be deemed to be continuous for all purposes. Any leave of absence extending beyond the initial term of office of the President or First Vice-President shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave of absence.
- 23.7 The employee shall discuss any required leave with his or her supervisor at the earliest opportunity.

23.8 All requests for leave of absence permitted in Article 23 shall be sent to the Directors of Human Resources of the affected ministries with copies to the Director, Corporate Labour Relations/Negotiations Secretariat. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.

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

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- (a) only the local president or his or her designee shall be granted such leave;
  - (b) the leave shall be for a single period of not more than four (4) hours every two (2) weeks, and unused leave shall not be cumulative;
  - (c) the leave shall, to the extent possible, be taken at the same time on the same day every two (2) weeks, as pre-arranged between the local president and his or her supervisor;
  - (d) the local president or his or her designee shall not, during his or her period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business, or use any of the Employer's equipment or other resources; and
  - (e) Article 23.5.3 shall not apply.

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

## **ARTICLE 24 - LEAVE WITHOUT PAY**

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

## ARTICLE 25 - LEAVE - SPECIAL

- 12.h.B
- 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.
- 12.h.1
- 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 - TERM CLASSIFIED EMPLOYEES**

- 30.1 Articles 30.1 to 30.11 apply to term classified employees appointed under section 7.1 of the *Public Service Act*.
- 30.2 Except as provided in this Article 30, the following provisions of the Central Collective Agreement apply to full-time term classified employees: 1, 2, 3, 4, 5, 6, 9, 10.1, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25.1, 26, 27, 28, 29, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 79 and 80. Except

as provided in this Article 30, the following provisions of the Central Collective Agreement apply to regular part-time term classified employees: 55.1 (except the incorporation therein of Articles 8, 19 and 25.2), 56, 57, 58, 59, 60, 61, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 79 and 80.

- 30.3 Except as provided in this Article 30, the provisions of Parts A and C of the Bargaining Unit Collective Agreements shall also apply to full-time term classified employees. Except as provided in this Article 30, Article 55.2 of the Central Collective Agreement and Parts B and C of the Bargaining Unit Collective Agreements apply to regular part-time term classified employees.
- 30.4 Notwithstanding 30.2, the release of a term classified employee during the employee's term of employment, and the termination of employment upon the expiry of the term, shall not be considered to be a dismissal and shall not give rise to an alleged violation of the Collective Agreement.
- 30.5 In the event of the release of a term classified employee during the employee's term of employment, the employee shall be given sixteen (16) weeks' written notice of termination or an amount equal to sixteen (16) weeks regular wages in lieu of notice. Severance pay shall be given in accordance with the Employment Standards Act 2000.
- 30.6 For a period of one (1) year after the release of, or the expiry of the term of, a term classified employee, the employee may apply for vacancies advertised under Article 6 or 56.
- 30.7 Notwithstanding 30.2, Articles 50.3.1, 50.3.2, 50.3.3, 50.7, 51.5.1, 51.5.2, 51.7, 76.3.1, 76.3.2, 76.3.3, 76.7, 77.5.1, 77.5.2 and 77.7 shall not apply to a term classified employee. Notwithstanding 50.6.1, 50.6.2, 51.6, 76.6.1, 76.6.2 and 77.6, the entitlement of such an employee to be reinstated ceases when his or her appointment to the term classified service expires.
- 30.8 Notwithstanding 30.2, the maximum coverage under Article 42 or 70 for a term classified employee shall be for a period of 24 months or to the date of expiry of the employee's term, whichever is less. The employee's rights and the Employer's obligations under 37.2(b), 38.1.2(a), 38.3, 65.2(b), 66.1.2(a) and 66.3 shall expire upon the expiry of the same period of 24 months or the date of expiry of the employee's term, whichever is less.
- 30.9 Notwithstanding 30.2, the benefits for term classified employees shall be subject to the same limitations as those for full-time classified employees, and subject to the further limitation that employees shall not be reimbursed for orthodontic services.

- 30.10 Where a term classified employee has been employed for a period longer than three (3) consecutive years from the date of his/her appointment as a term classified employee, the employer shall establish a position within the Classified Service to perform the work of the employee, and the status of the incumbent will be converted from term classified to classified.
- 30.11 The Employer agrees to supply quarterly to the Central Employee/Employer Relations Committee (CERC) the names, classification, and numbers of Term Classified employees hired within the bargaining unit each quarter.

## **ARTICLE 31 - UNCLASSIFIED EMPLOYEES**

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

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

- 31A.1 Articles 31A.2 to 31A.16 apply only to unclassified employees other than seasonal, student and GO Temp employees.
- 31A.2 WAGES
- 31A.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.
- 31A.2.2 A full-time unclassified employee covered by Article 31A 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.
- 31A.3 OVERTIME
- 31A.3.1 One and one-half (1½) times the basic hourly rate shall be paid for authorized hours of work performed:
- (a) in excess of seven and one-quarter (7¼) or eight (8) hours per day, as applicable, where employees work a regular thirty-six and one-quarter (36¼) 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%) or forty (40) hours per week where employees do not have regularly scheduled work days.

31A.4 REPORTING PAY

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- 31A.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.
- 31A.4.2 Notwithstanding Article 31A.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.
- 31A.4.3 Article 31A.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.

31A.5 HOLIDAYS

- 31A.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%).

31A.6 VACATION PAY

- 31A.6.1 Four percent (4%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

31A.7 BENEFITS - PERCENT IN LIEU

- 31A.7.1 Effective upon ratification by both parties, all unclassified employees shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in Part B of the Central Collective Agreement, save and except holiday and vacation pay, an amount equal to six percent (6%) 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).



## 31A.8 ATTENDANCE CREDITS AND SICK LEAVE

- 31A.8.1 Employees who work thirty-six and one-quarter (36¼) or forty (40) hours per week shall earn attendance credits of one and one-quarter (1¼) days for each calendar month of full attendance or for each calendar month of leave of absence granted under Article 31A.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.
- 31A.8.2 After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager, certifying that the employee is unable to attend to his or her official duties.
- 31A.8.3 Notwithstanding Article 31A.8.2, where it is suspected that there may be an abuse of sick leave, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than five (5) days.

## 31A.9 PREGNANCY AND PARENTAL LEAVE

- 31A.9.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act 2000*. 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.
- 31A.9.2 Parental leaves shall be granted for up to thirty-five (35) weeks for an employee who took pregnancy leave, or up to thirty-seven (37) weeks after it began otherwise.

## 31A.10 BEREAVEMENT LEAVE

- 31A.10.1 An employee who is scheduled to work 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, guardian, stepson, stepdaughter, stepmother, stepfather or same-sex spouse. However, in the event of the death of his or her sister-in-law, son-in-law, daughter-in-law, brother-in-law, grandparent, grandchild, step-grandparent or step-grandchild he or she shall be allowed only one (1) day's leave of absence with pay.

### 31A.11 HEALTH AND SAFETY

31A.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.

### 31A.12 TERMINATION OF EMPLOYMENT

31A.12.1 Employment may be terminated by the Employer at any time with two (2) weeks' notice, or pay in lieu thereof.

### 31A.13 APPOINTMENT TO THE CLASSIFIED SERVICE

31A.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.

31A.13.2 Notwithstanding Article 31A.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.

### 31A.14 UNION DUES

31A.14.1 Union dues shall be deducted from an employee covered by Article 31A. These dues shall be remitted to the Union quarterly, accompanied by the name, employee ID 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 1 (Data File on Union Dues) attached.

31A.14.2 The Union must advise the Employer in writing of the amount of its dues for employees covered by Article 31A. 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.

31A.14.3 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of Article 31A.14.

### 31A.15 CONVERSION OF UNCLASSIFIED POSITIONS TO CLASSIFIED POSITIONS

31A.15.1.1 Where the same work has been performed by an employee in the Unclassified Service for a period of at least eighteen (18) consecutive months, except for situations where the unclassified employee is replacing a classified employee on a leave of absence authorized by the Employer or as provided for under the Central Collective Agreement, and where the ministry has determined that there is a continuing need for that work to be performed on a full-time basis, the ministry shall establish a position within the Classified Service to perform that work.

31A.15.1.2 Where the ministry has determined that it will convert a position in accordance with Article 31A.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 eighteen (18) months.

31A.15.2 For the purpose of Article 31A.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.

### 31A.16 OTHER APPLICABLE ARTICLES

31A.16.1 The following articles of the Central Collective Agreement shall also apply to unclassified employees other than seasonal, student and GO Temp employees: 1, 2, 3, 4, 5, 6.1, 6.4, 8, 9, 10.1, 13, 14, 15, 16, 18, 21, 22, 23, 24, 27, 28, 45, 48.3, 49, and 80.

31A.16.2 The following articles of the Bargaining Unit Collective Agreements shall also apply to unclassified employees other than seasonal, student and GO Temp employees: UN4, UN6, UN7, UN10, UN11, UN12; or COR4, COR6, COR7, COR10, COR11, COR12, COR14.

## **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%) or forty (40) hours per week, as applicable.

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

### **32.3 PROBATIONARY PERIOD**

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

### **32.4 SENIORITY**

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

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

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

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

- 32.4.2.2 Notwithstanding Article 32.4.2.1(d) and (e), a seasonal employee shall not lose his or her seniority, where he or she is unavailable for or declines an offer for re-employment for the reason that:
- (a) she is pregnant and is expected to give birth on a date which falls within the contract period for which she is offered re-employment, or up to seventeen (17) weeks before the commencement of the contract period for which the employee is offered re-employment, or
  - (b) the employee or the employee's spouse has given birth or adopted a child and the employee is on a parental leave, within thirty-seven (37) weeks of the commencement of the contract period for which the employee is offered re-employment,
  - (c) and the employee submits a certificate from a legally qualified medical practitioner verifying the anticipated or actual date of birth, or documentation establishing the date of placement of a child in the employee's home, as applicable.
- 32.4.2.3 Notwithstanding Article 32.4.2.1(d) and (e), a seasonal employee shall not lose his or her seniority where he or she is unavailable for or declines an offer of re-employment if the employee is injured or suffering an occupational disease and is receiving an award under the *Workplace Safety and Insurance Act*.
- 32.4.3 During the period the employee is on a leave described in Articles 32.4.2.2 (a) and (b) and 32.4.2.3 above, his or her seniority and benefits (as described in Article 32.8.4 (Seasonal Employee Benefits - General)) shall continue for the period of time the employee would otherwise have been recalled.

## 32.5 EMPLOYMENT STABILITY

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

number and address and is responsible for the accuracy and completeness of the information provided.

## 32.6 WAGES

32.6.1 The rate of the equivalent civil service classification shall apply. If there is no equivalent classification, the rate shall be set by the ministry and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.

32.6.2 Seasonal employees shall be entitled to the same provisions regarding retroactivity of salary revisions as those agreed upon for the Bargaining Unit to which they correspond.

32.6.3 Seasonal employees shall be eligible, based upon merit, to progress through the salary range at the start of each period of seasonal employment in the same position in the same ministry after they have completed their probationary period.

## 32.7 OVERTIME

32.7.1 The overtime rate shall be one and one-half (1%) 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 (1½) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36%) 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).

*Seasonal - ces*  
BASIC LIFE

32.9

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. Effective June 1, 2002, the Employer agrees to pay eighty percent (80%) of the monthly premiums for vision care and *sixty* percent (60%) of the monthly premiums for 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.

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, guardian, stepson, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse.

## 32.16 ATTENDANCE CREDITS AND SICK LEAVE

- 32.16.1.1 A seasonal employee shall earn attendance credits of one and one-quarter (1%) days for each calendar month of full attendance or for each calendar month of leave of absence granted under Article 32.19 (Pregnancy and Parental Leave). Attendance credits may only be used for income protection purposes in the event that an employee is unable to attend to his or her duties by reason of illness or injury.
- 32.16.1.2 Effective June 15, 1990, an employee shall accumulate unused attendance credits earned from period to period of seasonal employment within the same ministry.
- 32.16.1.3 Attendance credits earned and accumulated by an employee pursuant to Article 32.16.1.1 may be used only during the employee's periods of seasonal employment within a ministry.
- 32.16.1.4 An employee shall lose his or her accumulated attendance credits where:
- (a) the employee loses his or her seniority for any reason set out in Article 32.4.2 (Seniority);
  - (b) the employee's employment is terminated pursuant to Article 32.18 (Termination of Employment); or
  - (c) the employee is appointed to the classified service.
- 32.16.2 After five (5) days' absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager, certifying that the employee is unable to attend to his or her duties.
- 32.16.3 Notwithstanding Article 32.16.2, the employee's manager may, at his or her discretion, require an employee to submit a medical certificate for a period of absence of less than five (5) days.

## 32.17 HEALTH AND SAFETY

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

32.18 TERMINATION OF EMPLOYMENT

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

32.19 PREGNANCY AND PARENTAL LEAVE

32.19.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act 2000*. 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 leaves shall be granted for up to thirty-five (35) weeks for an employee who took pregnancy leave, or up to thirty-seven (37) weeks after it began otherwise.

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, employee ID 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 1 (Data File on Union Dues) attached.

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

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

32.21 OTHER APPLICABLE ARTICLES

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

32.21.2 The following articles of the Bargaining Unit Collective Agreements shall also apply to seasonal employees: UN4, UN6, UN7, UN10, UN11, UN12; or COR4, COR6, COR7, COR10, COR11, COR12.

## 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 During the term of this agreement, student wage rates shall be as follows:

(a)	GTA	Outside GTA
January 1, 2005		
Level 1	\$7.85	\$7.15
Level 2	\$9.50	\$8.50
February 1, 2005		
Level 1	\$8.54	\$7.45
Level 2	\$10.33	\$9.24
February 1, 2006		
Level 1	\$8.88	\$7.75
Level 2	\$10.75	\$9.62
February 1, 2007		
Level 1	\$9.17	\$8.00
Level 2	\$11.10	\$9.93

For the purpose of this article, the GTA shall be deemed to comprise the City of Toronto, the Regional Municipality of Peel, the Regional Municipality of York, the Town of Pickering, the Town of Ajax, and the Town of Whitby.

- (b) First Year Law Student     \$16.40
- Second Year Law Student \$18.40

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

## **ARTICLE 34 - GO TEMP EMPLOYEES**

- 34.1 A GO Temp is an unclassified employee who is on a temporary work assignment arranged by the Civil Service Commission under the GO Temporary Services Program. A GO Temp ceases to be an employee upon completion or termination, for any reason, of the temporary work assignment.
- 34.2.1 Effective upon the date of ratification, where the same work has been performed by a GO Temp employee for a period of at least two (2) consecutive years, except for situations where the GO Temp employee is replacing a classified employee on a leave of absence authorized by the Employer or as provided for under the Central Collective Agreement, and where the ministry has determined that there is a continuing need for that work to be performed on a full-time basis, the ministry shall establish a position within the Classified Service to perform that work.
- 34.2.2 Where the ministry has determined that it will convert a position in accordance with Article 34.2.1, the status of the incumbent in the position will be converted from GO Temp to classified, provided that the incumbent has been in the position in question for at least two (2) years.
- 34.3 GO Temp employees shall be entitled to the same provisions regarding progression, where applicable, through the salary range, retroactivity and salary revisions as specified within the Bargaining Unit Collective Agreements to which they correspond.
- 34.4 The following articles shall apply to GO Temp employees: 1, 2, 3, 4, 22 and 80. No other articles shall apply.

## **PART B - EMPLOYEE BENEFITS FOR FULL-TIME CIVIL SERVANTS**

### **ARTICLE 35 - APPLICATION OF PART B, EMPLOYEE BENEFITS**

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

### **ARTICLE 36 - INSURED BENEFITS PLANS - GENERAL**

#### COMMENCEMENT OF COVERAGE

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

#### COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY

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

#### DAYS OF GRACE

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

### **ARTICLE 37 - BASIC LIFE INSURANCE**

- 37.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.
- 37.2 The basic life insurance plan shall provide:
- (a) Effective June 1, 2002, coverage equal to one hundred percent (100%) of annual salary or ten thousand dollars (\$10,000), whichever is greater;

13 a.1  
= 100%

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

The conversion options shall be:

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

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

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

## **ARTICLE 38 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE**

- 38.1.1 Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), ~~two~~ (2) or three (3) times annual salary. The employee pays the full premium for this coverage.
- 38.1.2 The employee's Supplementary Life Insurance provides:
- (a) a waiver of premium on disablement to become effective after nine (9) months' continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;
  - (b) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in Article 37.2(c) (Basic Life Insurance).
- 38.2 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day). In the event of a reduction in salary, an employee, at his or her option, may maintain the insurance coverage at the former higher level.
- 38.3 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age sixty-five (65), on the first day of October following the employee's sixty-fifth (65th) birthday, except where coverage is provided under total disability, as described in Article 38.1.2(a) above.
- 38.4.1 Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/



or five hundred dollars (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.

38.4.2 Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age sixty-five (65), the first day of October following the employee's sixty-fifth (65th) birthday, or the date a dependent ceases to be an eligible dependent.

38.4.3 Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.

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

38.5 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:

- appointment as a civil servant,
- marriage, or
- birth or adoption of the employee's child.

An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

## ARTICLE 39 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

B.a.3.

39.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.

-100%

39.2.1 Effective June 1, 2002, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines that require a physician's prescription. The

Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the generic equivalent where a generic equivalent exists. Where the brand name product is dispensed, the employee will pay the difference between the cost of the brand name product and the ninety percent (90%) of the generic equivalent product cost that is reimbursed by the Supplementary Health and Hospital Plan. Notwithstanding the foregoing, if no generic product exists the Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the cost of the brand name product.

Effective June 1, 2002, the Supplementary Health and Hospital Plan shall provide for the reimbursement of one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of one hundred and twenty dollars (\$120) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services, as set out in Articles 39.2.2 to 39.2.15.

Effective January 1, 2003 reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.

- 39.2.1.1 Not later than November 1, 2006 the Employer agrees to provide employees with a Drug Card, which shall provide for direct payment of drug costs at the point of purchase, subject to the limitations set out below. The Employer will provide a copy of the drug card plan prior to the implementation date.
- 39.2.1.2 The Drug Card program shall include the following elements:
- 1) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant. If an employee fails to enrol, paper claims will continue to be accepted.
  - 2) The Employer and the carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card program shall be coordinated with any other drug plan under which the employee and the eligible participants may be entitled to coverage.
  - 3) The Drug Card program shall include a feature known as “drug utilization review”, which ensures that drugs are dispensed safely and responsibly to employees.
  - 4) The sum of \$3.00 shall be paid by the employee for each individual drug dispensed.

- 39.2.2 Charges for accommodation, for employees sixty-five (65) and over, in a licensed chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;
- 39.2.3 Charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;
- 39.2.4 Charges for private-duty nursing in the employee's home, by a registered nurse or a registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or his or her dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care;
- 39.2.5 Effective June 1, 2002, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practising within the scope of their license), to a maximum of twenty-five dollars (\$25) for each visit to an annual maximum of one thousand and two hundred dollars (\$1200) per type of practitioner following O.H.I.P. and speech therapist, up to twenty five dollars (\$25) per half hour, to an annual maximum of one thousand and four hundred dollars (\$1400);
- 39.2.6 Effective June 1, 2002, charges for the services of a psychologist (which shall include Master of Social Work) up to twenty-five dollars (\$25) per half-hour to an annual maximum of one thousand and four hundred dollars (\$1400);
- 39.2.7 Effective June 1, 2002, artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified orthopaedic shoes (factory custom) ready made, off-the-shelf with a limit of one (1) pair to a maximum of five hundred dollars (\$500) per pair per calendar year, if medically necessary and prescribed by a licensed physician; and one hundred percent (100%) of the cost of orthotics, if medically prescribed, up to a limit of one (1) pair, to a maximum of five hundred dollars (\$500) per calendar year. Notwithstanding the foregoing, coverage for employees of institutions shall be two (2) pairs of orthotics per calendar year to a maximum of five hundred dollars (\$500) per pair and two (2) pairs of orthopaedic shoes per calendar year to a maximum of five hundred dollars (\$500) per pair;
- 39.2.8 Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and

modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500);

- 39.2.9 Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- 39.2.10 Oxygen and its administration;
- 39.2.11 Blood transfusions outside hospital;
- 39.2.12 Dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- 39.2.13 Hearing aids and eye glasses, if required as a result of accidental injury;
- 39.2.14 Effective June 1, 2002, charges for services of physicians, surgeons and specialists legally licensed to practise medicine which, when provided within Canada but outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule;
- 39.2.15 Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100);
- 39.2.16 Effective August 1, 2005, the services and supplies set out in the Liberalization List, dated May 1, 2003 shall be incorporated into the Supplementary Health and Hospital Plan. Details may be found in the information booklet described in article 39.6 and on the Employer's intranet and Union's website;
- 39.2.17 Effective August 1, 2005, the Supplementary Health & Hospital Plan will be amended to include expanded coverage for Diabetic Pumps and Supplies as follows:
  - 1) Purchase of Insulin Infusion Pumps to a maximum of two thousand dollars (\$2,000) every 5 years per person.
  - 2) Purchase of Insulin Jet Injectors to a maximum of one thousand dollars (\$1,000), lifetime.
  - 3) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive four (4)-year period to a maximum of four hundred (\$400) per person.

- 4) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances to a calendar year maximum of two thousand dollars (\$2,000) per person (Insulin will continue to be reimbursed as an eligible drug, not through this article).

39.3

B.a.g.  
= 80%.  
B.a.g.  
= 60%.

Effective June 1, 2002, the Employer agrees to pay eighty percent (80%) of the monthly premiums for vision care and sixty percent (60%) of the monthly premiums for 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 three hundred dollars (\$300.00) per person in any twenty-four (24) month period) and the purchase of hearing aids (maximum twelve hundred dollars (\$1200.00) per person every four (4) years) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.

Effective September 1, 2005, the eligible expenses outlined in the vision care coverage under the Supplementary Health and Hospital Plan will be amended to include one routine eye examination every twenty-four (24) months, and laser eye correction surgery. The vision care coverage maximum will be increased to three hundred and forty dollars (\$340) per person every twenty-four (24) month period.

39.4

It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his or her dependent is confined to hospital on the date his or her Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date his or her dependent is discharged from hospital, or the expiration of *six* (6) months from the date of termination of insurance.

39.5

Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his or her last pay from the Employer, except as provided in Article 42.3 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's personnel branch. The employee shall pay the full premium.

39.6

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

## ARTICLE 40 - DENTAL PLAN

### BENEFITS

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

Effective June 1, 2002, the dental coverage includes a one-hundred dollar (\$100) single or family deductible per calendar year.

Effective June 1, 2002, dental recall coverage is extended from six (6) to nine (9) months except for dependent children twelve (12) and under.

Effective June 1, 2002, coverage does not include fluoride treatment for adults.

40.1.2 (a) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents. Effective January 1, 2004, reimbursements to the employee will be based on a dental fee guide lag of one year in each year of the collective agreement.

13.9.5

(b) The Employer shall pay the full premiums under this plan on the basis of eighty-five percent/fifteen percent (85%/15%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty-five percent (85%) based on Article 40.1.2 (a).

40.1.3 The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with Article 40.1.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and each eligible dependent.

40.1.4 Except for benefits described under Article 40.2, eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age,

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

- 40.2 The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with Article 40.1.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.
- 40.3 Effective June 1, 2002, 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 fifty percent/fifty percent (50%/50%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee fifty percent (50%) based on Article 40.1.2(a), up to a maximum benefit of twelve hundred dollars (\$1,200) per year for the insured employee and each eligible dependent.

#### ELIGIBILITY

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

#### CANCELLATION

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

### **ARTICLE 41 - WORKPLACE SAFETY AND INSURANCE**

- 41.1 Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the *Workplace Safety and Insurance Act*, his or her salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which he or she is entitled under Articles 44.1 and 44.6 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

- 41.2 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance Act*, his or her salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against his or her credits.
- 41.3 Where an award is made under the *Workplace Safety and Insurance Act* to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in Article 41.2 and the employee has accumulated credits, his or her regular salary may be paid and the difference between the regular salary paid after the period set out in Article 41.2 and the compensation awarded shall be converted to its equivalent time and deducted from his or her accumulated credits.
- 41.4 Where an employee receives an award under the *Workplace Safety and Insurance Act*, and the award applies for longer than the period set out in Article 41.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award.
- 41.5 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance Act*, the employee shall not be entitled to a leave of absence with pay under Article 44 (Short Term Sickness Plan) as an option following the expiry of the application of Article 41.2.

## ARTICLE 42 - LONG TERM INCOME PROTECTION

- 42.1 Effective June 1, 2002, the Employer shall pay one hundred percent (100%) 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 (66⅔%) 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:

13. a. 7.  
= 67%



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

- (c) Effective December 31, 1993, and annually thereafter, until December 31, 1998, the total monthly payment under Articles 42.2.1(a) and 42.2.1(b) shall be increased by up to two percent (2%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.
- (d) Effective January 1, 1999, the L.T.I.P. benefit an employee was receiving on December 31, 1998, shall be increased for each employee by an amount equal to 1.0% of such amount, and on January 1, 2000, the amount the employee was receiving on December 31, 1999 shall be increased by a further 1.35%, and on January 1, 2001, the amount the employee was receiving on December 31, 2000 shall be increased by a further 1.95%.
- (e) Effective January 1, 2002, the L.T.I.P. benefit an employee was receiving on December 31, 2001, shall be increased for each employee by an amount equal to 3.5% of such amount, and on January 1, 2003, the amount the employee was receiving on December 31, 2002 shall be increased by a further 2.45%, and on January 1, 2004, the amount the employee was receiving on December 31, 2003 shall be increased by a further 2.5%.
- (f) Effective January 1, 2005, the L.T.I.P. benefit an employee was receiving on December 31, 2004, shall be increased for each employee by an amount equal to 2% of such amount, and on January 1, 2006, the amount the employee was receiving on December 31, 2005 shall be

increased by a further 2.25%, and on January 1, 2007, the amount the employee was receiving on December 31, 2006 shall be increased by a further 2.5%, and on January 1, 2008, the amount the employee was receiving on December 31, 2007 shall be increased by a further 3%.

- 42.2.2 The L.T.I.P. benefit to which an employee is entitled under Article 42.2.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workplace Safety & Insurance benefits paid for an unrelated disability and such benefits are payable until recovery, death or the end of the month in which the employee reaches age sixty-five (65).
- 42.2.3 The L.T.I.P. benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the ~~six~~ (6) month period.
- 42.2.4 Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform the essential duties of his or her normal occupation during the qualification period, and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the essential duties of any gainful occupation for which he or she is reasonably fitted by education, training or experience.
- 42.3 The Employer will continue to make pension contributions and premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a Workplace Safety and Insurance award.
- 42.4 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 42.5 The L.T.I.P. coverage will terminate at the end of the calendar month in which an employee ceases to be a civil servant. If the employee is totally disabled on the date his or her insurance terminates, he or she shall continue to be insured for that disability.
- 42.6 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.

- 42.7 If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.
- 42.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of his or her earnings as at the date of commencement of total disability.
- 42.9 Employees while on rehabilitative employment with the Ontario Government will earn vacation credits as set out in Article 46 (Vacations and Vacation Credits).
- 42.10 When an employee who has been receiving or was eligible to receive L.T.I.P. benefits is able to return to full-time employment, the provisions of Article 20A or Article 20B (Employment Stability), shall apply.
- 42.11 (a) Effective up to and including December 31, 2005:  
An employee who is assigned, under Article 42.10, to a vacancy in accordance with Articles 20A.5.1, 20A.5.2, 20A.5.3 or 20A.5.4 of Article 20A (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.
- (b) Effective January 1, 2006:  
An employee who is assigned, under Article 42.10, to a vacancy in accordance with Articles 20B.3.1 or 20B.3.2 of Article 20B (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

- 12.i.
- 44.1 An employee who is unable to attend to his or her duties due to sickness or injury is entitled to leave of absence with pay as follows:
- (a) with regular salary for the first six (6) working days of absence,
  - (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence, in each calendar year.
- 44.2 An employee is not entitled to leave of absence with pay under Article 44.1 until he or she has completed twenty (20) consecutive working days of employment.
- 44.3 Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, he or she is not entitled to leave of absence with pay under Article 44.1 for more than one hundred and thirty (130) working days in the two (2) years until he or she has returned to work for twenty (20) consecutive working days.
- 44.4 An employee who has used leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Article 44.1 must complete twenty (20) consecutive working days before he or she is entitled to further leave under Article 44.1 in the next calendar year.
- 44.5 The pay of an employee under this article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.

### USE OF ACCUMULATED CREDITS

- 44.6 An employee on leave of absence under Article 44.1(b) may, at his or her option, have one-quarter ( $\frac{1}{4}$ ) of a day deducted from his or her accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.

- 44.7 An employee who is absent from his or her duties due to sickness or injury beyond the total number of days provided for in Article 44.1 shall have his or her accumulated attendance credits reduced by a number of days equal to such absence and he or she shall receive regular pay for that period.
- 44.8 Article 44.7 does not apply to an employee when he or she qualifies for and elects to receive benefits under the Long Term Income Protection Plan.
- 44.9 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer.
- 44.10 After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than five (5) days.
- 44.11 Employers returning from Long Term Income Protection Plan to resume employment in accordance with Article 42.10 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 44.12 For the purposes of this article, twenty (20) consecutive working days of employment shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his or her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

#### ATTENDANCE REVIEW MEETINGS

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

## ARTICLE 45 - LEAVE CREDITS REPORTS

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

## ARTICLE 46 - VACATIONS AND VACATION CREDITS

- 46.1 Effective January 1, 1992, an employee shall earn vacation credits at the following rates:

- (a) One and one-quarter ( $1\frac{1}{4}$ ) days per month during the first eight (8) years of continuous service;
- (b) One and two-thirds ( $1\frac{2}{3}$ ) days per month after eight (8) years of continuous service;
- (c) Two and one-twelfth ( $2\frac{1}{12}$ ) days per month after fifteen (15) years of continuous service;
- (d) Two and one-half (2%) 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.

12.c.4,

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	

12.a=  
11

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, guardian, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse.

12.d.3.  
P=15

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 2000*.
- 50.2.2 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 pregnancy leave.
- 50.3.1 An employee entitled to pregnancy leave under this article, who provides the Employer with proof that she is in receipt of employment insurance pursuant to the *Employment Insurance Act, (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 50.3.2 In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented,

12.9.1  
- D

and

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

12 f. 1.  
EI = 17  
= 93%

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 thirty-five (35) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 51 (Parental Leave).

12 f. 1.  
N = 17  
see 50.4.  
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~~ <sup>17</sup> (17) weeks after the pregnancy leave began or the day that is ~~six~~ <sup>6</sup> (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 fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time;

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

51.3 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 six (6) weeks.
- 51.5.1 An employee who is entitled to parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act, (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 51.5.2 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) where an employee elects to serve the two (2) week waiting period under the *Employment Insurance Act, (Canada)* before receiving benefits under that Act, 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 fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the 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.
- 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

12 f. B  
 = D  
 P = 93%  
 E-I = 17 weeks

last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.

## **ARTICLE 52 - ENTITLEMENT ON DEATH**

- 52.1 Where an employee who has served more than six (6) months dies, there shall be paid to his or her personal representative or, if there is no personal representative, to such person as the Civil Service Commission determines, the sum of:
- (a) one-twelfth ( $\frac{1}{12}$ ) of his or her annual salary; and
  - (b) his or her salary for the period of vacation leave of absence and overtime credits that have accrued.
- 52.2 Where an employee dies, there shall be paid to his or her personal representative or, if there is no personal representative, to such person as the Civil Service Commission determines, an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 53 (Termination Payments). Any severance pay to which an employee is entitled shall be reduced by the amount equal to one-twelfth ( $\frac{1}{12}$ ) of his or her annual salary.

## **ARTICLE 53 - TERMINATION PAYMENTS**

- 53.1 An employee whose seniority commences from a date prior to January 1, 1970, and who ceases to be an employee is entitled to be paid an amount in respect of his or her accumulated attendance credits for continuous service up to and including March 31, 1978, in an amount computed by multiplying half of the number of days of his or her accumulated attendance credits at the date he or she ceases to be an employee by his or her annual salary at the date he or she ceases to be an employee and dividing the product by two hundred and sixty-one (261). For the period from April 1, 1978, the benefits described under Article 53.4 shall apply.
- 53.2 Notwithstanding Article 53.1, an employee whose seniority commences from a date on or after October 1, 1965, and before January 1, 1970, who ceases to be an employee because of,
- (a) death;
  - (b) retirement pursuant to,
    - (1) section 17 of the *Public Service Act (P.S.A.)*, or

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

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

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

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

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

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

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

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

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

(1) death,

(2) retirement pursuant to,

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

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

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

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

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

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

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

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

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

53.4 An employee,

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

(1) death,

(2) retirement pursuant to,

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

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

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

(4) resignation during the surplus notice period; or

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

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

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

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

53.5.1 The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (½) of the annual salary of the employee at the date when he or she ceases to be an employee.

- 53.5.2 The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when he or she ceases to be an employee.
- 53.5.3 Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and,
- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
  - (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.
- 53.6 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's continuous service shall not include any period when he or she is on leave of absence without pay for greater than thirty (30) days, or for a period which constitutes a hiatus in his or her service, i.e.:
- (a) Political Activity (*P.S.A., S. 28.4(4) and S. 28.6*)
  - (b) Lay-off (*Article 20A or Article 20B, Employment Stability*)
  - (c) Educational Leave (*P.S.A., R.R.O. 1990, Reg. 977, S. 20 and S. 21*).
- 53.7 An employee may receive only one (1) termination payment for a given period of continuous service.
- 53.8 Notwithstanding Article 53.7, an employee who has been released in accordance with Article 20A or Article 20B (*Employment Stability*) and who is subsequently re-appointed in accordance with Article 18.3 (*Seniority*) may, at his or her option, repay any termination payments received under this article to the Minister of Finance, and, thereby, restore termination pay entitlements for the period of continuous service represented by the payment.
- 53.9 In a case where an employee leaves employment with the Employer and acquires a job with a Crown Agency, the Employer may pay out the termination pay immediately or, by arrangement with the Crown Agency, transfer liability for the termination pay to the Crown Agency, in which case such liability will be assumed by the Crown Agency and the Employer will be relieved from any further obligation in this regard, save and except that where the Crown Agency does not satisfy its obligation, the Employer shall do so.



## **PART C - REGULAR PART-TIME CIVIL SERVANTS**

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

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

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

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

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

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

UN4 or COR4 - Scheduled Tour of Duty or Shift  
UN5 or COR5 - Shift Schedules  
UN6 or COR6 - Shift Premium  
UN7 or COR7 - Rest Periods  
UN9 or COR9 - Call Back  
UN11 or COR11 - On-call Duty  
UN12 or COR12 - Meal Allowance  
COR14 - Indemnification

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

- 56.1.1 Effective March 16, 1987, when a vacancy occurs in the Classified Service for a regular part-time position in the bargaining unit or a new regular part-time classified position is created in the bargaining unit, it shall be advertised for at least ten (10) calendar days prior to the established closing date. Where practicable, notice of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.
- 56.1.2 Notwithstanding Article 56.1.1 above, the Employer may hire qualified candidates who previously applied for a similar regular part-time vacancy or new position provided that a competition was held during the previous twelve (12) months. The Employer in these circumstances, is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.
- 56.2 The notice of vacancy shall state, where applicable, the nature and title of the position, the qualifications required, the “weekly hours of work” and the “basic hourly rate” or the “weekly rate” of pay as defined in Article 57 (Pay and Benefits Administration). Where a regular part-time position is posted within the Ontario Public Service, the internal notice of vacancy shall also state the work location where the position currently exists, that the position is represented by the Union and the particular bargaining unit which contains the position.
- 56.3 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.

- 56.4 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 ( $36\frac{1}{4}$ ) 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:

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- (a) less than thirty-six and one-quarter (36¼) or forty (40) hours per week, as applicable to the classification to which the regular part-time position is assigned, but not less than fourteen (14) hours per week; or
- (b) less than twenty (20) full days over a period of four (4) consecutive weeks, but not less than nine (9) full days of seven and one-quarter (7%) 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 every twenty-four (24) months thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day 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 fifty dollars (\$50) 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 20A or Article 20B (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 20A or Article 20B (Employment Stability) of this Central Collective Agreement shall apply to regular part-time employees with the following modifications:
- (a) when identifying the vacancies into which the surplus regular part-time employee can be assigned, the Employer shall use the same criteria used for full-time employees;
  - (b) it is understood that in exercising any of the rights referred to in Article 62.1(a) above, the seniority of a regular part-time employee shall be as calculated under Article 18 (Seniority).
- 62.2 A surplus regular part-time employee shall only have rights to displace another regular part-time employee.
- 62.3 A regular part-time employee who is laid off shall only have recall rights to regular part-time positions.

## ARTICLE 63 - BENEFITS GENERAL

- 63.1 The benefits described in Articles 64 to 78 apply only to regular part-time civil servants in a bargaining unit represented by the Ontario Public Service Employees Union.

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- 63.2 In Articles 64 to 78, salary means earnings from weekly hours of work, exclusive of premium payments.

## **ARTICLE 64 - INSURED BENEFITS PLANS - GENERAL**

### COMMENCEMENT OF COVERAGE

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

### COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY

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

### DAYS OF GRACE

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

## **ARTICLE 65 - BASIC LIFE INSURANCE**

- 65.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.
- 65.2 The basic life insurance plan shall provide:
- (a) Effective June 1, 2002, coverage equal to one hundred percent (100%) of annual salary or five thousand dollars (\$5,000), whichever is greater;
  - (b) that where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee;

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

The conversion options shall be:

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

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

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

## **ARTICLE 66 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE**

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



- 66.1.2 The employee's Supplementary Life Insurance provides:
- (a) a waiver of premium on disablement to become effective after nine (9) months' continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;
  - (b) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in Article 65.2(c) (Basic Life Insurance).
- 66.2 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from regularly scheduled hours of work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work (i.e. for the equivalent of at least one (1) regular full-time day of employment). In the event of a reduction in salary, an employee, at his or her option, may maintain the insurance coverage at the former higher level.
- 66.3 supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a civil servant or, if the employee continues to be employed after age sixty-five (65), on the first day of October following the employee's sixty-fifth (65th) birthday, except where coverage is provided under total disability, as described in Article 66.1.2(a) above.
- 66.4.1 Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, OR two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.

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

An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

## **ARTICLE 67 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE**

- 67.1.1 If an employee elects to participate in this plan, the Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%), or eighty percent (80%) of the monthly premium for the Supplementary Health and Hospital Plan, whichever is closest to the percentage that the employee's weekly hours of work bear to full-time employment. The employee shall pay the balance of the monthly premium through payroll deduction.
- 67.1.2 An employee who does not elect to join the plan on first becoming eligible to participate, or who elects to rejoin the plan after opting out earlier,

may make application in December of any year to commence coverage effective January 1st following, provided the employee has satisfied the service requirement specified in Article 64.1 (Insured Benefits Plans General).

- 67.1.3 An employee who is participating in the plan, and, while still employed wishes to opt out of the plan may make application in December of any year to terminate coverage effective January 1st following.
- 67.1.4 Notwithstanding Article 67.1.2, on providing proof that similar coverage provided by a plan in which his or her spouse participates has been terminated, an employee may opt into the plan at any time, for coverage commencing at the beginning of the month coinciding with or immediately following the presentation of such evidence to the Employer.
- 67.2.1 Effective June 1, 2002, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines that require a physician's prescription. The Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the generic equivalent where a generic equivalent exists. Where the brand name product is dispensed, the employee will pay the difference between the cost of the brand name product and the ninety percent (90%) of the generic equivalent product cost that is reimbursed by the Supplementary Health and Hospital Plan. Notwithstanding the foregoing, if no generic product exists the Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the cost of the brand name product.

Effective June 1, 2002, the Supplementary Health and Hospital Plan shall provide for the reimbursement of one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of one hundred and twenty dollars (\$120) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services, as set out in Articles 67.2.2 to 67.2.15.

Effective January 1, 2003 reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.

- 67.2.1.1 Not later than November 1, 2006 the Employer agrees to provide employees with a Drug Card, which shall provide for direct payment of drug costs at the point of purchase, subject to the limitations set out below. The Employer will provide a copy of the drug card plan prior to the implementation date.
- 67.2.1.2 The Drug Card program shall include the following elements:

- 1) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant. If an employee fails to enrol, paper claims will continue to be accepted.
  - 2) The Employer and the carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card program shall be coordinated with any other drug plan under which the employee and the eligible participants may be entitled to coverage.
  - 3) The Drug Card program shall include a feature known as “drug utilization review”, which ensures that drugs are dispensed safely and responsibly to employees.
  - 5) The sum of \$3.00 shall be paid by the employee for each individual drug dispensed.
- 67.2.2 Charges for accommodation, for employees aged sixty-five (65) and over, in a licensed chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;
- 67.2.3 Charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;
- 67.2.4 Charges for private-duty nursing in the employee’s home, by a registered nurse or registered nursing assistant who is not normally resident in the employee’s home, and who is not related to either the employee or his or her dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee’s health care;
- 67.2.5 Effective June 1, 2002, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practising within the scope of their license), to a maximum of twenty-five dollars (\$25) for each visit to an annual maximum of one thousand and two hundred dollars (\$1200) per type of practitioner following O.H.I.P. and speech therapist, up to twenty five dollars (\$25) per half hour, to an annual maximum of one thousand and four hundred dollars (\$1400);
- 67.2.6 Effective June 1, 2002, charges for the services of a psychologist (which shall include Master of Social Work) up to twenty-five dollars (\$25) per half-hour to an annual maximum of one thousand and four hundred dollars (\$1400);

- 67.2.7 Effective June 1, 2002, artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified orthopaedic shoes (factory custom) ready made, off-the-shelf with a limit of one (1) pair to a maximum of five hundred dollars (\$500) per pair per calendar year, if medically necessary and prescribed by a licensed physician; and one hundred percent (100%) of the cost of orthotics, if medically prescribed, up to a limit of one (1) pair, to a maximum of five hundred dollars (\$500) per calendar year. Notwithstanding the foregoing, coverage for employees of institutions shall be two (2) pairs of orthotics per calendar year to a maximum of five hundred dollars (\$500) per pair and two (2) pairs of orthopaedic shoes per calendar year to a maximum of five hundred dollars (\$500) per pair;
- 67.2.8 Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500);
- 67.2.9 Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- 67.2.10 Oxygen and its administration;
- 67.2.11 Blood transfusions outside hospital;
- 67.2.12 Dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- 67.2. 3 Hearing aids and eye glasses, if required as a result of accidental injury;
- 67.2. 4 Effective June 1, 2002, charges for services of physicians, surgeons and specialists legally licensed to practise medicine which, when provided within Canada but outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule;
- 67.2.15 Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).

- 67.2.16 Effective August 1, 2005, the services and supplies set out in the Liberalization List, dated May 1, 2003 shall be incorporated into the Supplementary Health and Hospital Plan. Details may be found in the information booklet described in Article 67.6 and on the Employer's intranet and the Union's website.
- 67.2.17 Effective August 1, 2005 the Supplementary Health & Hospital Plan will be amended to include expanded coverage for Diabetic Pumps and Supplies as follows:
- 1) Purchase of Insulin Infusion Pumps to a maximum of two thousand dollars (\$2,000) every five (5) years per person.
  - 2) Purchase of Insulin Jet Injectors to a maximum of one thousand dollars (\$1,000), lifetime.
  - 3) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive four (4)-year period to a maximum of four hundred (\$400) per person.
  - 4) One hundred percent (100%) of the purchase of supplies required for the use of the above referenced diabetic appliances to a calendar year maximum of two thousand dollars (\$2,000) per person (Insulin will continue to be reimbursed as an eligible drug, not through this article).
- 67.3 Effective June 1, 2002, the Employer agrees to pay eighty percent (80%) of the monthly premiums for vision care and sixty percent (60%) of the monthly premiums for 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 three hundred dollars [\$300.00] per person in any twenty-four [24] month period) and the purchase of hearing aids (maximum twelve hundred dollars [\$1200.00] per person every four [4] years) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.
- Effective September 1, 2005, the eligible expenses outlined in the vision care coverage under the Supplementary Health and Hospital Plan will be amended to include one routine eye examination every twenty-four (24) months, and laser eye correction surgery. The vision care coverage maximum will be increased to three hundred and forty dollars (\$340) per person every twenty-four (24) month period.
- 67.4 It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his or her dependent is confined to hospital on the date his or her Supplementary Health and Hospital Insurance terminates, benefits

shall be payable until the earliest of: the date the total disability ceases, the date his or her dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.

- 67.5 Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his or her last pay from the Employer, except as provided in Article 70.3 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's personnel branch. The employee shall pay the full premium.
- 67.6 The Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new collective agreement or following major alterations to the Plans.

## **ARTICLE 68 - DENTAL PLAN**

### **BENEFITS**

- 68.1.1 This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider I 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).

Effective June 1, 2002, the dental coverage includes a one hundred dollar (\$100) single or family deductible per calendar year.

Effective June 1, 2002 dental recall coverage is extended from six (6) to nine (9) months except for dependent children twelve (12) and under.

Effective June 1, 2002, coverage does not include fluoride treatment for adults.

- 68.1.2 (a) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents. Effective January 1, 2004, reimbursements to the employee will be based on a dental fee guide lag of one (1) year in each year of the collective agreement.

(b) The Employer shall pay the full premiums under this plan on the basis of eighty-five percent/fifteen percent (85%/15%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty-five percent (85%) based on Article 68.1.2(a).

- 68.1.3 This plan includes dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with Article 68.1.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and each eligible dependent.
- 68.1.4 Except for benefits described under Article 68.2, eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.
- 68.2 This plan includes services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with Article 68.1.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.
- 68.3 Effective June 1, 2002, this plan includes services relating to major restorative, with benefits equivalent to Rider 4 of the Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee fifty percent (50%) based on Article 68.1.2(a), up to a maximum benefit of twelve hundred dollars (\$1200) per year for the insured employee and each eligible dependent.

## PREMIUMS

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



## ELIGIBILITY

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

## PARTICIPATION

- 68.6.1 An employee who does not elect to join the plan on first becoming eligible to participate, or who elects to rejoin the plan after opting out earlier, may make application in December of any year to commence coverage effective January 1st following, provided the employee has satisfied the service requirement specified in Article 64.1 (Insured Benefits Plans - General).
- 68.6.2 An employee who is participating in the plan, and, while still employed wishes to opt out of the plan, may make application in December of any year to terminate coverage effective January 1st following.
- 68.6.3 Notwithstanding Article 68.6.1, on providing proof that similar coverage provided by a plan in which his or her spouse participates has been terminated, an employee may opt into the plan at any time, for coverage commencing at the beginning of the month coinciding with or immediately following the presentation of such evidence to the Employer.

## CANCELLATION

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

## ARTICLE 69 - WORKPLACE SAFETY AND INSURANCE

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

If an award is not made, any payments made under the foregoing provisions in excess of that to which he or she is entitled under Articles 71.1 and 71.6 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

- 69.2 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance*

Act, his or her weekly rate of pay shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) regularly scheduled working days, where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against his or her credits.

- 69.3 Where an award is made under the *Workplace Safety and Insurance Act* to an employee that is less than the weekly rate of pay of the employee and the award applies for longer than the period set out in Article 69.2 and the employee has accumulated credits, his or her weekly rate of pay may be paid and the difference between the weekly rate of pay paid after the period set out in Article 69.2 and the compensation awarded shall be converted to its equivalent time and deducted from his or her accumulated credits.
- 69.4 Where an employee receives an award under the *Workplace Safety and Insurance Act*, and the award applies for longer than the period set out in Article 69.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award.
- 69.5 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance Act*, the employee shall not be entitled to a leave of absence with pay under Article 71 (Short Term Sickness Plan) as an option following the expiry of the application of Article 69.2.

## **ARTICLE 70 - LONG TERM INCOME PROTECTION**

- 70.1 Effective June 1, 2002, the Employer shall pay one hundred percent (100%) 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 $\frac{2}{3}$ %) 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:

Weekly Hours of Work                    ×                    Monthly amount  
Normal hours of work for class  
(weekly)

- (c) Effective December 31, 1993, and annually thereafter, until December 31, 1998, the total monthly payment under Articles 70.2.1(a) and 70.2.1(b) shall be increased by up to two percent (2%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.
- (d) Effective January 1, 1999, the L.T.I.P. benefit an employee was receiving on December 31, 1998, shall be increased for each employee by an amount equal to 1.0% of such amount, and on January 1, 2000, the amount the employee was receiving on December 31, 1999 shall be increased by a further 1.35%, and on January 1, 2001, the amount the employee was receiving on December 31, 2000 shall be increased by a further 1.95%.
- (e) Effective January 1, 2002, the L.T.I.P. benefit an employee was receiving on December 31, 2001, shall be increased for each employee by an amount equal to 3.5% of such amount, and on January 1, 2003, the amount the employee was receiving on December 31, 2002 shall be increased by a further 2.45%, and on January 1, 2004, the amount the employee was receiving on December 31, 2003 shall be increased by a further 2.5%.
- (f) Effective January 1, 2005, the L.T.I.P. benefit an employee was receiving on December 31, 2004, shall be increased for each employee by an amount equal to 2% of such amount, and on January 1, 2006, the amount the employee was receiving on December 31, 2005 shall be increased by a further 2.25%, and on January 1, 2007, the amount the employee was receiving on December 31, 2006 shall be increased by a further 2.5%, and on January 1, 2008, the amount the employee was receiving on December 31, 2007 shall be increased by a further 3%.

70.2.2     The L.T.I.P. benefit to which an employee is entitled under Article 70.2.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workplace Safety and Insurance benefits paid for an unrelated disability, and such benefits are payable until the earliest of recovery, death or the end of the month in which the employee reaches age sixty-five (65).

70.2.3     The L.T.I.P. benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.

- 70.2.4 Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform the essential duties of his or her normal occupation during the qualification period, and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the essential duties of any gainful occupation for which he or she is reasonably fitted by education, training or experience.
- 70.3 The Employer will continue to make pension contributions as well as the normal portion of premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a Workplace Safety and Insurance award. For the purposes of Article 70.3, the “normal portion” of premium payments will be as described in Article 67.1.1 (Supplementary Health and Hospital Insurance) and Article 68.3.1 (Dental Plan).
- 70.4 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 70.5 The L.T.I.P. coverage will terminate at the end of the calendar month in which an employee ceases to be a civil servant. If the employee is totally disabled on the date his or her insurance terminates, he or she shall continue to be insured for that disability.
- 70.6 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.
- 70.7 If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis (less than the regularly scheduled hours of work of that employee) during recovery, partial benefits shall be continued during rehabilitative employment.
- “Rehabilitative employment” means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee’s training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months.

Rehabilitative employment may be with the Employer or with another employer.

- 70.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of his or her earnings as at the date of commencement of total disability.
- 70.9 Employees while on rehabilitative employment with the Ontario Government will earn vacation credits as set out in Article 72 (Vacations and Vacation Credits).

## **ARTICLE 71 - SHORT TERM SICKNESS PLAN**

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

- 14.9.
- (a) at regular salary for the portion of six (6) days that the ratio of the employee's weekly hours of work bear to full-time employment,
  - (b) at seventy-five percent (75%) of regular salary for an additional period of that portion of one hundred and twenty-four (124) days that the ratio of the employee's weekly hours of work bear to full-time employment.

71.2 An employee is not entitled to leave of absence with pay under Article 71.1 until he or she has completed all of his or her regularly scheduled hours of work within a period of four (4) consecutive weeks.

71.3 An employee on a sick leave of absence which commences on a regularly scheduled working day in one (1) calendar year and continues to include a regularly scheduled working day in the following calendar year, is not entitled to leave of absence with pay under Article 71.1 for more than the number of days provided in Article 71.1 in the two (2) years until he or she has returned to work and again completed the service requirement described in Article 71.2.

71.4 An employee who has used the total number of days available under Article 71.1 in a calendar year must complete the service requirement described in Article 71.2 before he or she is entitled to further leave under Article 71.1 in the next calendar year.

71.5 The pay of an employee under this article is subject to deductions for insurance coverage and pension contributions that would be made from

his or her regular weekly rate of pay. The Employer-paid portion of all payments and subsidies will continue to be made.

#### USE OF ACCUMULATED CREDITS

- 71.6 An employee on leave of absence under Article 71.1(b) may, at his or her option, have sufficient credits deducted from his or her accumulated credits (attendance, vacation or overtime) to receive his or her regular weekly rate of pay.
- 71.7 An employee who is absent from his or her duties due to sickness or injury beyond the total number of days provided for in Article 71.1 shall have his or her accumulated attendance credits reduced by the number of days equal to such absence and he or she shall receive his or her regular weekly rate of pay for that period.
- 71.8 Article 71.7 does not apply to an employee when he or she qualifies for and elects to receive benefits under the Long Term Income Protection plan.
- 71.9 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer.
- 71.10 Where an employee's absence caused by sickness exceeds a calendar week, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than a calendar week.
- 71.11 Employees returning from Long Term Income Protection plan to resume employment must complete the service requirement described in Article 71.2 to qualify for benefits under the Short Term Sickness Plan.
- 71.12 For the purposes of this article the service requirement described in Article 71.2 shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his or her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

## ARTICLE 72 - VACATIONS AND VACATION CREDITS

14. A.
- 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.:
- (a) Political Activity (*Public Service Act (P.S.A.), S. 28.4(4) and S. 28.6*)
  - (b) Lay-off (Article 62 - Employment Stability)
  - (c) Educational Leave (*P.S.A., R.R.O. 1990, Reg. 977, S. 20 and S. 21*)
- 72.13 An employee who has completed his or her probationary period shall, upon giving at least two (2) months' written notice, receive before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:
- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation;
  - (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the two (2) month period immediately preceding commencement of his or her vacation leave, and rounded to the closest ten dollars (\$10) below such net amount;



(c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

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

## ARTICLE 73 - HOLIDAY PAYMENT

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

14.e.

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

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

73.1.2 An employee shall be compensated for each of the holidays to which he or she is entitled under Article 73.1.1. The compensation shall be equivalent to that of his or her regularly scheduled working day, but shall not exceed seven and one-quarter (7¼) or eight (8) hours, as applicable.

73.2 When an employee works on a holiday listed in Article 73.1.1, in addition to any compensation to which he or she may be entitled under Article 73.1.2, the employee shall be paid at the rate of two (2) times the basic hourly rate for all hours worked with a minimum credit of the number of hours in his or her regularly scheduled working day. This Article 73.2 does not apply to employees in classifications assigned to Schedule 6.

73.3 In addition to any compensation to which he or she may be entitled under Article 73.1.2, an employee in a classification assigned to Schedule 6 shall receive equivalent time off for work on a holiday listed in Article 73.1.1.

## ARTICLE 74 - BEREAVEMENT LEAVE

74.1 An employee shall be allowed up to three (3) consecutive calendar days' leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-son,

step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, guardian, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse.

- 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 (800km) 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 2000*.
- 76.2.2 Notwithstanding Article 71.12 (Short Term Sickness Plan), Articles 72.2, 72.3, 72.12 (Vacation and Vacation Credits) and Article 78.3 (Termination Payments), vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 76.3.1 An employee entitled to pregnancy leave under this article, who provides the Employer with proof that she is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act, (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

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

(a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented,

and

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

76.3.3 Notwithstanding Article 76.3.2(a) and (b), where an employee assigned to a vacancy in accordance with Article 60.4.2 (Health and Safety and Video Display Terminals) is eligible to receive an allowance under this article, and the salary rate she was receiving on the last day worked prior to the pregnancy leave is less than the salary rate she was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for her classification which she was receiving on the last day worked prior to the assignment.

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

76.5 An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 77 (Parental Leave).

76.6.1 A female employee returning from a leave of absence under Article 76.1 or 76.5 to the ministry in which she was employed immediately prior to such leave shall be assigned to the position she most recently held, if it still exists, or to a comparable position, if it does not and continue to be

paid at the step in the salary range that she would have attained had she worked during the leave of absence.

- 76.6.2 An employee who has been assigned in accordance with Article 60.4.2 (Health and Safety and Video Display Terminals) and who returns to her former ministry from a leave of absence under this article, shall be assigned to the position she most recently held prior to the assignment under Article 60.4.2, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- 76.7 In accordance with Articles 76.3.2(a) and (b), and 76.3.3, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.
- 76.8 The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

## **ARTICLE 77 - PARENTAL LEAVE**

- 77.1.1 A Deputy Minister shall grant a parental leave of absence without pay to an employee who has served at least thirteen (13) weeks, including service as a Crown employee immediately prior to his or her appointment to the civil service.
- 77.1.2 Notwithstanding Article 71.12 (Short Term Sickness Plan), Articles 72.2, 72.3, 72.12 (Vacation and Vacation Credits) and Article 78.3 (Termination Payments), vacation credits, seniority and service continue to accrue during the parental leave.
- 77.2 Parental leave may begin,
- (a) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
  - (b) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time;

- (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 thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.
- 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 six (6) weeks.
- 77.5.1 An employee who is entitled to parental leave and who provides the Employer with proof that he or she is in receipt of employment insurance benefits pursuant to *Employment Insurance Act, (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 77.5.2 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) where the employee elects to serve the two (2) week waiting period under the *Employment Insurance Act, (Canada)* before receiving benefits under that Act, 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 fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which he or she was receiving on the last day worked prior to the commencement of the 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.

- 77.6 An employee returning from a leave of absence under Articles 77.1 or 77.4 to the ministry in which he or she was employed immediately prior to such leave, shall be assigned to the position he or she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that he or she would have attained had he or she worked during the leave of absence.
- 77.7 In accordance with Article 77.5.2, the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.

## ARTICLE 78 - TERMINATION PAYMENTS

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

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

- 78.2.1 The total of the amount paid to an employee in respect of severance pay shall not exceed one-half (½) of the annual full-time salary of the employee at the date when he or she ceases to be an employee.
- 78.2.2 The calculation of severance pay of an employee shall be based on the annual salary of the employee as though he or she was employed full-time at the date when he or she ceases to be an employee.
- 78.2.3 Where a computation for severance pay involves a part of a year of the total period under consideration, the computation of that part shall be made on a monthly basis, and,
- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
  - (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.
- 78.3 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's service shall not include any period when he or she is on leave of absence without pay for greater than thirty (30) days or for a period which constitutes a hiatus in his or her service, i.e.:
- (a) Political Activity (*P.S.A., S. 28.4(4) and S. 28.6*)
  - (b) Lay-off (Article 62 - Employment Stability)
  - (c) Educational Leave (*P.S.A., R.R.O. 1990, Reg. 977, S. 20 and S.21*).
- 78.4 An employee may receive only one (1) termination payment for a given period of service.
- 78.5 Notwithstanding Article 78.4, an employee who has been released in accordance with Article 62 (Employment Stability) and who is subsequently re-appointed within two (2) years may, at his or her option, repay any termination payments received under this article to the Minister of Finance, and, thereby, restore termination pay entitlements for the period of service represented by the payment.
- 78.6 An employee, when he or she ceases to be an employee, shall have any accrued severance pay entitlements from his or her service when covered under Part B - Employee Benefits of the Central Collective Agreement calculated on the basis of his or her salary as though he or she was employed full-time.

78.7

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





## PART D - SALARY AND TERM

### ARTICLE 79 -SALARY

#### IMPLEMENTATION

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

### ARTICLE 80 - TERM OF AGREEMENT

80.1 This Agreement covers the period from January 1, 2005, until December 31, 2008. The effective date of any changes to the term of this Central Collective Agreement from the previous Central Collective Agreement, unless otherwise indicated, shall be June 24, 2005. This Central Collective Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice on the other in writing that it wishes to bargain for a new Central Collective Agreement in accordance with the *Labour Relations Act, 1995*, and the *Crown Employees Collective Bargaining Act, 1993*.

Signed this 31st day of August, 2005 , in Toronto, Ontario.

FOR THE UNION:

FOR THE EMPLOYER

Marg Simmons

Cleo Degagne

Sandra Noad

Susan Andrews

Eric Morin

Ryan Hornby

Kathleen Demareski

Randall Holloway

Elizabeth Anich

Laurie Cregan

Linda Thibert

Tony Ming

Ken Fraser

Dan Atkinson

John Watson

Elizabeth McKnight

Moira Cowan

Dave Payne

Paul Myers

Sarah Truscott

Carl Thibodeau

David Callum

Robert Houston

Doug Peebles

Brian Chauvin

Rheal Delaquis

Pat Schillemore

Joyce Hansen

Marcia Gillespie

Terry Baxter

Leah Casselman

# PART E - APPENDICES

## APPENDIX 1

June 24, 2005  
DATA FILE ON UNION DUES

Mr. Terry Baxter, Chief Negotiator  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

### Re: Union Dues Data File

Dear Mr. Baxter,

This letter will confirm the understanding reached regarding the provision of union dues data for all bargaining unit employees and replaces the previous Appendix 1 and Appendix 2. This letter describes the parties' administration of Union dues check-off for all bargaining unit employees.

The Employer shall provide the Union with a monthly data file on Union dues. The data file shall contain the following information fields:

Ministry, Employee Name, Employee ID Number, Employment Status (i.e., active, leave with pay, leave without pay, terminated), Continuous Service Date, LTIP Reason (i.e., pending, approved, rehabilitation, reoccurrence), Full/Part Time Indicator, Employee Class (i.e., Classified, Unclassified), Sex, Geographic Work Location, Benefit Base Salary, Job Classification Code, Title and Category/Module, Payrate Amount and Code, Scheduled Hours, Class Schedule, Job Dues/Fees Code, Total Dues Deducted, Total Earnings, Home Position Indicator, Union Group, Change Indicator, and Reason Code.

Currently SIN numbers are being used in the place of the Employee ID number. The parties agree that the SIN number will be replaced by the Employee ID number within one year of ratification, during which time the parties will coordinate their electronic databases to facilitate this change.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human resource Management

June 24, 2005  
RECOGNITION CLAUSE

letter of Understanding

Mr. Terry Baxter  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Re: Recognition Clause in Article 1 of Collective Agreement

Dear Mr. Baxter:

The parties have agreed to incorporate the language of OIC 243/94, dated February 24, 1994, into the current collective agreement. The parties recognize that the addition of this language is a confirmation of the scope of the bargaining unit as it existed prior to the expiration of the collective agreement on December 31, 2004 and that it should not be interpreted as limiting or expanding the scope of the OPSEU bargaining unit outside of what existed on December 31, 2004.

This letter of understanding forms part of the collective agreement.

Elizabeth McKnight  
Director, OPSEU Negotiations

Attached: OIC 243/94



Order in Council  
Décret

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

Sur la recommandation du soussigné, le lieutenant-gouverneur, sur l'avis et avec le consentement du Conseil des ministres, décrète ce qui suit :

WHEREAS, subsection 23(1) of the *Public Service and Labour Relations Statute Law Amendment Act, 1993*, authorizes the Lieutenant Governor in Council to establish, by order, seven bargaining units consisting of Crown employees who are public servants as defined in the *Public Service Act*;

WHEREAS, subsection 23(2) of the Act authorizes the Lieutenant Governor in Council to determine the description of six of these bargaining units;

WHEREAS, under subsection 23(3) of the Act, the seventh bargaining unit is to be composed of all Crown employees who are public servants and whose positions are not included in the other six bargaining units, but shall not include (a) persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations; or (b) lawyers and engineers who are employed in their professional capacity;

PURSUANT to the aforementioned subsections of the *Public Service and Labour Relations Statute Law Amendment Act* and under the terms of the said Act, seven bargaining units of Crown employees who are public servants are hereby established and described as provided in Appendix 1

Recommended Bruce Charlton  
Chair  
Management Board of Cabinet

Concurred [Signature]  
Chair of Cabinet

Approved and Ordered

FEB 3 - 1994  
Date

[Signature]  
Lieutenant Governor

## APPENDIX 1

### 1. ADMINISTRATIVE BARGAINING UNIT.

The Administrative Bargaining Unit is composed of Crown employees who are public servants employed in positions concerned with:

- administrative activities such as the researching, planning, designing, organizing, or co-ordinating to deliver programs or support government operations; or
- the administrative activities required, for example, to examine, inspect, investigate, audit, analyze, promote, regulate, or enforce government programmes, policies, standards, statutes and regulations; or
- the application of scientific knowledge as it relates to resource planning and management;

and includes employees in positions falling under the following classes:

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
04104	Accident Claims Supervisor 1
04106	Accident Claims Supervisor 2
00990	Accommodation Officer 1
00992	Accommodation Officer 2
00994	Accommodation Officer 3
13688	Agricultural Officer 1
13690	Agricultural Officer 2
60700	Agricultural Specialist 1
13710	Agricultural Specialist 1, Dairy
60702	Agricultural Specialist 2
13712	Agricultural Specialist 2, Dairy
60704	Agricultural Specialist 3
07860	Archivist 1
07862	Archivist 2
07864	Archivist 3
07870	Artifacts Officer
07390	Athletics Supervisor And Dean Of Men
14021	Biologist 1
14022	Biologist 2A
14024	Biologist 2B
14026	Biologist 3 (B/U)
05312	Boiler Inspector
05925	Chief Inspector Of Theatres
05920	Classifier 1, Board Of Censors
05922	Classifier 2, Board Of Censors

05510 Community Development Officer 1  
 05512 Community Development Officer 2  
 05513 Community Development Officer 3  
 12100 Community Planner 1  
 12102 Community Planner 2  
 12104 Community Planner 3  
 12106 Community Planner 4  
 12108 Community Planner 5  
 60108 Contract Review Officer  
 30606 Deputy 1, Administration Of Justice  
 30608 Deputy 2, Administration Of Justice  
 30612 Deputy Senior 1, Administration Of Justice  
 02281 Economist 1 (B/U)  
 02283 Economist 2 (B/U)  
 02285 Economist 3 (B/U)  
 02287 Economist 4 (B/U)  
 02289 Economist 5 (B/U)  
 07489 Education Adviser  
 07081 Education Officer  
 05344 Elevator Inspector 1  
 05350 Elevator Inspector 3  
 05520 Employment Standards Auditor 1  
 05522 Employment Standards Auditor 2  
 05530 Employment Standards Officer 1  
 12700 Engineering Officer 1  
 12702 Engineering Officer 2  
 12704 Engineering Officer 3  
 12706 Engineering Officer 4  
 12680 Engineering Services Officer 2  
 12682 Engineering Services Officer 3  
 12684 Engineering Services Officer 4  
 12686 Engineering Services Officer 5  
 61500 Environmental Officer 1  
 61502 Environmental Officer 2  
 61504 Environmental Officer 3  
 61506 Environmental Officer 4  
 61508 Environmental Officer 5  
 61510 Environmental Officer 6  
 00911 Estate Assessor 1  
 00913 Estate Assessor 2  
 03521 Executive Officer 1 (B/U)  
 03523 Executive Officer 2 (B/U)  
 03525 Executive Officer 3 (B/U)  
 13640 Farm Products Inspector 1  
 13642 Farm Products Inspector 2  
 10560 Field Worker 1, Homes For Special Care

10562 Field Worker 2, Homes For Special Care  
 20205 Financial Officer 1 (B/U)  
 20203 Financial Officer 2 (B/U)  
 20201 Financial Officer 3 (B/U)  
 20207 Financial Officer 4 (B/U)  
 20209 Financial Officer 5 (B/U)  
 20226 Financial Officer Trainee  
 05701 Fire Safety Officer 1  
 05703 Fire Safety Officer 2  
 05705 Fire Safety Officer 3  
 05700 Fire Services Adviser 1  
 05702 Fire Services Adviser 2  
 05710 Fire Services Investigator 1  
 05712 Fire Services Investigator 2  
 13991 Forester 1  
 13992 Forester 2A  
 13994 Forester 2B  
 13995 Forester 3  
 13997 Forester 4  
 13999 Forester 5  
 14502 Geoscientist 1  
 14504 Geoscientist 2  
 14506 Geoscientist 3  
 14508 Geoscientist 4  
 07850 Historical Research Officer 1  
 07852 Historical Research Officer 2  
 02270 Housing Analyst 1  
 02272 Housing Analyst 2  
 05402 Human Rights Officer 1  
 05404 Human Rights Officer 2  
 02891 Immigration Officer  
 10512 Indian Development Officer  
 12120 Industrial Development Officer 1  
 12122 Industrial Development Officer 2  
 12124 Industrial Development Officer 3  
 02701 Information Officer 1  
 02703 Information Officer 2  
 02705 Information Officer 3  
 02707 Information Officer 4  
 95100 Information (Bargaining Unit) AIF-16  
 95101 Information (Bargaining Unit) AIF-17  
 12460 Inspector Of Signs And Buildings Permits 1  
 12462 Inspector Of Signs And buildings Permits 2  
 12144 Inspector Of Surveys 2  
 05932 Inspector Of Vital Statistics  
 07414 Instructor 1, Ontario Fire College



07444 Instructor 1, Ontario Police College  
 07416 Instructor 2, Ontario Fire College  
 07445 Instructor 2, Ontario Police College  
 07446 Instructor 3, Ontario Police College  
 51074 Insurance Representative  
 13796 Investigator 1, Agricultural Products  
 05670 Investigator 1, Ontario Securities Commission  
 05672 Investigator 2, Ontario Securities Commission  
 00926 Investigator Of Estates  
 07620 Language And Citizenship Training Specialist 1  
 07602 Lecturer 1, Agricultural School  
 07604 Lecturer 2, Agricultural School  
 07606 Lecturer 3, Agricultural School  
 12174 Legal Survey Examiner 3  
 12176 Legal Survey Examiner 4  
 02725 Legislative Assistant Editor  
 07930 Librarian 1  
 07932 Librarian 2  
 07934 Librarian 3  
 07938 Librarian 5  
 12705 Maintenance Operation Analyst  
 09566 Meat Inspector 1  
 01885 Neighbourhood/Functional Assessor  
 03896 Northern Affairs Officer 1  
 03898 Northern Affairs Officer 2  
 09526 Nursing Hme Officer, Environmental Health  
 05473 Occupational Health And Safety Advisor  
 05469 Occupational Health And Safety Inspector 1  
 05471 Occupational Health And Safety Inspector 3  
 15600 Occupational Hygienist  
 09532 Organizer 2, X-Ray Surveys  
 14160 Parks Planner 1  
 14163 Parks Planner 2 (B/U)  
 14164 Parks Planner 3  
 00960 Personalty Valuator 1  
 09600 Pesticides Control Officer 1  
 09602 Pesticides Control Officer 2  
 09604 Pesticides Control Officer 3  
 01880 Property Assessor 1  
 01882 Property Assessor 2  
 01884 Property Assessor 3  
 01886 Property Assessor 4  
 00116 Provincial Prosecutor 1  
 00117 Provincial Prosecutor 2  
 09539 Public Health Inspector 1  
 09541 Public Health Inspector 2

09547 Public Health Inspector 3  
 95102 Purchasing & Supply (Bargaining Unit) APS-13  
 01000 Real Estate Officer 1  
 01002 Real Estate Officer 2  
 01004 Real Estate Officer 3  
 17142 Records Officer 1  
 17144 Records Officer 2  
 17140 Records Officer Junior  
 10202 Rehabilitation Officer 1, Health  
 10204 Rehabilitation Officer 2, Health  
 10206 Rehabilitation Officer 3, Health  
 41106 Resource Technician 4 - Conservation Officer  
 14009 Resources Manager 1  
 14011 Resources Manager 2  
 14014 Resources Manager 3 (B/U)  
 14015 Resources Manager 4  
 05426 Returning Officer, OLRB  
 05994 Review Officer  
 05996 Review Supervisor 2  
 02850 Safety Instruction Officer 1  
 02852 Safety Instruction Officer 2  
 02854 Safety Instruction Officer 3  
 41301 Security Officer 1  
 41303 Security Officer 2  
 41305 Security Officer 3  
 41307 Security Officer 4  
 14027 Senior Biologist  
 05942 Service Areas Inspector  
 05940 Service Areas Manager  
 30600 Sheriff's Officer 1  
 30602 Sheriff's Officer 2  
 10159 Staff Training Officer, Community & Social Services (B/U)  
 02200 Statistician 1  
 02202 Statistician 2  
 02204 Statistician 3  
 02206 Statistician 4  
 01808 Supervisor, Municipal Organization And Administration Trainee  
 01810 Supervisor 1, Municipal Organization And Administration  
 01812 Supervisor 2, Municipal Organization And Administration  
 03531 Supervisor Of Operations (B/U)  
 17152 Systems Officer 1  
 17154 Systems Officer 2  
 17156 Systems Officer 3  
 17158 Systems Officer 4  
 17160 Systems Officer 5  
 17150 Systems Officer Junior

03300	Tax Auditor 1
03302	Tax Auditor 2
03304	Tax Auditor 3
12114	Technical Consultant 1
06080	Technician 1, Fuel
06082	Technician 2, Fuel
06084	Technician 3, Fuel
07856	Toponymist
02790	Translator 1
02792	Translator 2
02794	Translator 3
06010	Transportation Compliance Program Administrator
06001	Transportation Enforcement Officer 1
06003	Transportation Enforcement Officer 2
06005	Transportation Enforcement Officer 3
51080	Travel Counsellor 1
51082	Travel Counsellor 2
51084	Travel Counsellor 3
05998	Vehicle Inspection Administrator
09570	Veterinary Scientist 1
09572	Veterinary Scientist 2
10090	Volunteer Services Assistant
10092	Volunteer Services Organizer
10501	Welfare Field Worker 1
10503	Welfare Field Worker 2
10500	Welfare Field Worker (Probationary)
10570	Workers' Compensation Adviser 1
10572	Workers' Compensation Adviser 2

and under such other classes as may be established *withing* the above description.

## **II. CORRECTIONAL BARGAINING UNIT.**

The Correctional Bargaining Unit is composed of Crown employees who are public servants employed in positions responsible for:

- the security, control, care and rehabilitation of adult inmates and young offenders in provincial correctional facilities (including maximum security units at the provincial psychiatric hospitals; or
- providing related community-based probation, parole and rehabilitation services to adult and young offenders;

and includes employees in positions falling under the following classes:

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
50090	Attendant 1, Oak Ridge
50092	Attendant 2, Oak Ridge
50094	Attendant 3, Oak Ridge
50096	Attendant 4, Oak Ridge
50561	Correctional Officer 1
50563	Correctional Officer 2
50565	Correctional Officer 3
50550	Industrial Officer 1
50552	Industrial Officer 2
50554	Industrial Officer 3
09480	Observation And Detention Home Worker 1
09482	Observation And Detention Home Worker 2
09484	Observation And Detention Home Worker 3
10170	Probation Officer 1
10172	Probation Officer 2
50540	Provincial Bailiff 1
50541	Provincial Bailiff 2
50492	Recreation Officer 1, Correctional Services
50494	Recreation Officer 2, Correctional Services
50495	Recreation Officer 3, Correctional Services (B/U)
10216	Rehabilitation Officer 1, Correctional Services
10218	Rehabilitation Officer 2, Correctional Services
50515	Supervisor Of Juveniles 1
50516	Supervisor Of Juveniles 2
07550	Trade Instructor 1
07552	Trade Instructor 2
07554	Trade Instructor 3
50104	Vocational Instruction Officer 1 , Oak Ridge
50106	Vocational Instruction Officer 2, Oak Ridge

and under such other classes as may be established within the above description.

### **III. INSTITUTIONAL & HEALTH CARE BARGAINING UNIT.**

The Institutional & Health Care Bargaining Unit is composed of Crown employees who are public servants employed in positions responsible for:

- providing care, treatment, counseling and/or rehabilitation services to individuals or groups who are residents of or patients in provincial health care, social service or educational institutions (excluding correctional facilities; or to individuals or groups who are residing in the community;

providing provincial ambulance services and emergency communications and dispatch services; or

- housekeeping and the provision of personal services to patients or residents;

and includes employees in positions falling under the following classes:

<u>CLASS</u> <u>CODE</u>	<u>CLASS</u> <u>TITLE</u>
41510	Ambulance Officer 1
41512	Ambulance Officer 2
41514	Ambulance Officer 3
41516	Ambulance Officer 4
16778	Audiological Services Technician
09341	Audiologist
50200	Baker 1
50202	Baker 2
50206	Butcher 1
50400	Canteen Operator 1
50402	Canteen Operator 2
10558	Case Worker, Homes For Special Care
09500	Child Care Assistant 1
09502	Child Care Assistant 2
09508	Child Care Worker 1
09510	Child Care Worker 2
09512	Child Care Worker 3
09514	Child Care Worker 4
16707	Communications Operator 1
16708	Communications Operator 2
16709	Communications Operator 3
50212	Cook 1
50214	Cook 2
50217	Cook 3 (B/U)
50130	Counsellor 1 (Residential Life)
50132	Counsellor 2 (Residential Life)
50134	Counsellor 3 (Residential Life)
09330	Dental Assistant
09068	Dental Hygienist
18231	Dietitian 1
17400	E.E.G. Technician 1
17402	E.E.G. Technician 2
17403	E.E.G. Technician 3
50456	Hairdresser
95300	Health Care Scientific Support (Bargaining Unit) TSS-12
95301	Health Care Scientific Support (Bargaining Unit) TSS-15

50230	Helper, Food Service
13770	Home Economics Assistant 1
13772	Home Economics Assistant 2
13610	Home Economist 1
13612	Home Economist 2
13613	Home Economist 3
50020	Hospital Attendant 1
50421	Hospital Housekeeper 1 (Bargaining Unit)
50423	Hospital Housekeeper 2 (Bargaining Unit)
50485	Instructor 1, Recreation & Crafts
50140	Instructor 1 (Occupational)
50486	Instructor 2, Recreation & Crafts
50142	Instructor 2 (Occupational)
50144	Instructor 3 (Occupational)
50487	Instructor 3(A), Recreation & Crafts
50146	Instructor 4 (Occupational)
41600	Laundry Worker 1
41602	Laundry Worker 2
41604	Laundry Worker 3
41606	Laundry Worker 4
41608	Laundry Worker 5
50150	Medical Assistant 1
50152	Medical Assistant 2
50154	Medical Assistant 3
50128	Nurse, Occupational Health & Safety
50064	Nurse, Outpatient Clinics
50070	Nurse 1, Clinic
50050	Nurse 1, General
50080	Nurse 1, Nursing Education
50120	Nurse 1, Public Health
50072	Nurse 2, Clinic
50052	Nurse 2, General
50082	Nurse 2, Nursing Education
50122	Nurse 2, Public Health
50110	Nurse 2, Special Schools
50054	Nurse 3, General
50084	Nurse 3, Nursing Education
50124	Nurse 3, Public Health
50112	Nurse 3, Special Schools
09524	Nursing Home Officer, Dietary
09520	Nutritionist 1
09320	Occupational Therapist 1
09322	Occupational Therapist 2
09324	Occupational Therapist 3
61204	Pharmacist - Staff
61200	Pharmacy Technician 1
61202	Pharmacy Technician 2

41500	Psychiatric Nursing Assistant 1
41502	Psychiatric Nursing Assistant 2
41504	Psychiatric Nursing Assistant 3
41506	Psychiatric Nursing Assistant 4
09380	Psychologist 1
09382	Psychologist 2
09383	Psychologist 3
09373	Psychometrist 1
09375	Psychometrist 2
50464	Residence Counsellor 1
50466	Residence Counsellor 2
50468	Residence Counsellor 3
50430	Sewer 1
50432	Sewer 2
10100	Social Work Assistant
10105	Social Work Supervisor 1 (B/U)
10108	Social Work Supervisor 2 (B/U)
10102	Social Worker 1
10104	Social Worker 2
09336	Speech Therapist
50241	Supervisor 1, Food Services (B/U)
50434	Tailor
50160	Trainee (MRC Course), Health
10112	Vocational Rehabilitation Services Counsellor

and under such other classes as may be established within the above description.

#### **IV. OFFICE ADMINISTRATION BARGAINING UNIT.**

The Office Administration Bargaining Unit is composed of Crown employees who are public servants employed in which provide clerical and office support services.

This bargaining unit includes employees in positions falling under the following classes:

<u>CLASS</u> <u>CODE</u>	<u>CLASS</u> <u>TITLE</u>
51223	Area Supply Supervisor (B/U)
51200	Clerk 1, Supply
51202	Clerk 2, Supply
51204	Clerk 3, Supply
51206	Clerk 4, Supply

51208	Clerk 5, Supply	
51210	Clerk 6, Supply	
51211	Clerk 7, Supply (B/U)	
95400	Clerical Services (Bargaining Unit)	CCL-08
95401	Clerical Services (Bargaining Unit)	CCL-09
95402	Clerical Services (Bargaining Unit)	CCL-10
95403	Clerical Services (Bargaining Unit)	CCL-11
95404	Clerical Services (Bargaining Unit)	CCL-12
95405	Clerical Services (Bargaining Unit)	CCL-13
95406	Clerical Services (Bargaining Unit)	CCL-14
95407	Clerical Services (Bargaining Unit)	CCL-15
00482	Court Reporter 1	
00484	Court Reporter 2	
00485	Court Reporter 3	
00490	Court Reporter Apprentice	
31500	Data Processing Technician 1	
31502	Data Processing Technician 2	
31504	Data Processing Technician 3	
31506	Data Processing Technician 4	
31508	Data Processing Technician 5	
31510	Data Processing Technician 6	
31512	Data Processing Technician 7	
51230	District Stockroom & Warehouse Clerk	
05914	Driver Examination Supervisor 1	
05911	Driver Examiner	
05910	Driver Examiner (Probationary)	
010AD	Office Administration 1	
020AD	Office Administration 2	
030AD	Office Administration 3	
040AD	Office Administration 4	
050AD	Office Administration 5	
060AD	Office Administration 6	
070AD	Office Administration 7	
080AD	Office Administration 8	
090AD	Office Administration 9	
100AD	Office Administration 10	
110AD	Office Administration 11	
120AD	Office Administration 12	
130AD	Office Administration 13	
95408	Office Equipment Operation (Bargaining Unit)	CEQ-10
95409	Office Equipment Operation (Bargaining Unit)	CEQ-11
95410	Office Equipment Operation (Bargaining Unit)	CEQ-12
95411	Office Equipment Operation (Bargaining Unit)	CEQ-13
02040	Purchasing Officer 1	
02042	Purchasing Officer 2	
02044	Purchasing Officer 3	



00038	Senior Usher & Messenger
51217	Stores/Reproduction Clerk
00486	Supreme Court Reporter 1
00036	Usher & Messenger

and under such other classes as may be established within the above description.

**V. OPERATIONAL & MAINTENANCE BARGAINING UNIT.**

The Operational & Maintenance Bargaining Unit is composed of Crown employees who are public servants employed in positions involving the operation and upkeep of vehicles, equipment, systems of machinery and the upkeep of buildings, installations, grounds or land.

This bargaining unit includes employees in positions falling under the following classes:

CLASS    CLASS  
= T I T L E

95500	Agricultural Support OAG-11
19120	Agricultural Worker 1
19122	Agricultural Worker 2
19124	Agricultural Worker 3
19126	Agricultural Worker 4
17656	Air Engineer
17657	Air Engineer 1
17659	Air Engineer 2
17661	Air Engineer 3
17663	Air Engineer 4
17660	Assistant Plant Superintendent, Air Service
94010	Bookbinder 1
94012	Bookbinder 2
12830	Bridge Operator
50630	Building Caretaker 1
50632	Building Caretaker 2
50640	Building Caretaker 6
50625	Building Cleaner And Helper 3 (B/U)
17270	Cable Ferry Operator 1
17272	Cable Ferry Operator 2
50650	Cleaner, Office Buildings
50614	Cleaner 1
50616	Cleaner 2
50618	Cleaner 3

13800	Dairy Herd Improvement Officer 1
17232	Deckhand
50600	Elevator Attendant
17234	Ferry Mate
17600	Garage Attendant
17602	Garage Attendant Supervisor
93103	Gunsmith 1
93105	Gunsmith 2
17250	Highway Equipment Operator 1
17252	Highway Equipment Operator 2
17254	Highway Equipment Operator 3
17256	Highway Equipment Operator 4
17619	Highway Equipment Supervisor 1
17621	Highway Equipment Supervisor 2
17623	Highway Equipment Supervisor 3
12494	Highway General Foreman/Woman 1
12482	Highway Labour Foreman/Woman
17624	Highway Maintenance Supervisor
17617	Highway Services Supervisor
05324	Inspector, Operating Engineers' Branch
18608	Manual Worker
17280	Marine Engineer 1
17282	Marine Engineer 2
17201	Motor Vehicle Operator 1
17203	Motor Vehicle Operator 2
95501	Operational (Bargaining Unit) OST-12
95502	Operational (Bargaining Unit) OST-13
95503	Operational (Bargaining Unit) OST-14
95504	Operational (Bargaining Unit) OST-15
95505	Operational (Bargaining Unit) OST-16
52560	Operator 1, Bindery Equipment
52500	Operator 1, Offset Equipment
52562	Operator 2, Bindery Equipment
52502	Operator 2, Offset Equipment
52564	Operator 3, Bindery Equipment
52504	Operator 3, Offset Equipment
52506	Operator 4, Offset Equipment
50604	Parking Attendant
17261	Pilot 1
17263	Pilot 2
17265	Pilot 3
17267	Pilot 4
17269	Pilot 5
52524	Platemaker 1
52526	Platemaker 2
95507	Printing (Bargaining Unit) OPR-10

95508	Printing (Bargaining Unit) OPR-12
02050	Printing Estimator
50470	Residence Supervisor 1
17658	Senior Air Engineer
12832	Senior Bridge Operator
17286	Senior Marine Engineer 1
17288	Senior Marine Engineer 2
40120	Steam Plant Chief 2
40110	Steam Plant Engineer 1
40112	Steam Plant Engineer 2
40114	Steam Plant Engineer 3
40100	Steam Plant Technician 1
40102	Steam Plant Technician 2
40200	Thermal Operator 1
40202	Thermal Operator 2
40204	Thermal Operator 3
40206	Thermal Operator 4
12590	Traffic Patroller 1, Transportation & Communications
12592	Traffic Patroller 2, Transportation & Communications
17208	Transport Dispatcher
17206	Transport Driver
93032	Utility Plant Electrician
13972	Water Level Control Supervisor

and under such other classes as may be established within the above description.

#### VI. TECHNICAL BARGAINING UNIT.

The Technical Bargaining Unit is composed of Crown employees who are public servants employed in positions:

- engaged in "hands-on" analytical laboratory, field or library work requiring the development or application of specialized scientific or technical knowledge, techniques and procedures; or
- requiring specialized knowledge and mechanical skills in specific trades;

and includes employees in positions falling under the following classes:

<u>CLASS</u>	<u>CLASS</u>
<u>C O D E</u>	<u>————</u>

13760	Agricultural Technician 1
13762	Agricultural Technician 2
13764	Agricultural Technician 3
13980	Arboriculturist 1

13982	Arboriculturist 2
13983	Arboriculturist 3
12230	Architectural Job Captain 1
12232	Architectural Job Captain 2
12234	Architectural Job Captain 3
94020	Artisan 1
94022	Artisan 2
94024	Artisan 3
94028	Artisan 4
12840	Cartographer 1
12842	Cartographer 2
12844	Cartographer 3
12846	Cartographer 4
12416	Cartographic Technician 1
12418	Cartographic Technician 2
12419	Cartographic Technician 3
12854	Cartographic Technologist
12602	Commercial Artist 1
12604	Commercial Artist 2
12606	Commercial Artist 3
16770	Communications Technician 1
16772	Communications Technician 2
16774	Communications Technician 3
12490	Construction Inspector
12960	Construction Superintendent 1
12962	Construction Superintendent 2
12964	Construction Superintendent 3
13780	Dairy Fieldworker 1
13782	Dairy Fieldworker 2
13784	Dairy Fieldworker 3
12240	Designer 1
12242	Designer 2
12402	Drafter 1
12404	Drafter 2
12406	Drafter 3
12401	Drafter, Tracer
95600	Drafting, Design & Estimating (Bargaining Unit) TDD-13
17647	Electronics Repairer
17646	Electronics Technician
62000	Electronics Technician 1, Government Services
62002	Electronics Technician 2, Government Services
05380	Elevator Mechanic 1
05382	Elevator Mechanic 2
05384	Elevator Mechanic 3
95601	Engineering & Surveying Support (Bargaining Unit) TEN-13
95602	Engineering & Surveying Support (Bargaining Unit) TEN-14
95603	Engineering & Surveying Support (Bargaining Unit) TEN-15

17604	Equipment Spray Painter
12450	Estimator & Quantity Surveyor 1
12452	Estimator & Quantity Surveyor 2
94031	Exhibit Fabricator 1
94033	Exhibit Fabricator 2
94035	Exhibit Fabricator 3
12270	Exhibition Designer 1
12272	Exhibition Designer 2
12274	Exhibition Designer 3
13758	Extension Assistant
61800	Forensic Analyst 1
61802	Forensic Analyst 2
61804	Forensic Analyst 3
12148	Geodetic Control Analyst
14520	Geologist Assistant 1
14522	Geologist Assistant 2
14524	Geologist Assistant 3
12576	Highway Construction Inspector 1
12578	Highway Construction Inspector 2
12580	Highway Construction Inspector 3
16750	Highways Assistant Communications Supervisor
05354	Industrial Training Officer 1
05355	Industrial Training Officer 2
06030	Inspector 1, Drilling And Production
06032	Inspector 2, Drilling And Production
12978	Inspector Of Weighers And Checkers 1
12980	Inspector Of Weighers And Checkers 2
07600	Instructor, Agricultural School
93106	Instrument Repairer, Foreman/Woman
93102	Instrument Repairer 1
93104	Instrument Repairer 2
12506	Interior Designer, Trainee
12509	Interior Designer 1
12511	Interior Designer 2
12600	Junior Commercial Artist
12400	Junior Drafter
15500	Laboratory Attendant 1
15502	Laboratory Attendant 2
12820	Landscape Worker
07940	Library Technician 1
07942	Library Technician 2
07944	Library Technician 3
07946	Library Technician 4
17648	Lineman/Woman
93020	Maintenance Bricklayer
93024	Maintenance Carpenter

93026	Maintenance Carpenter, Foreman/Woman
93030	Maintenance Electrician
93034	Maintenance Electrician, Foreman/Woman
93010	Maintenance Foreman/Woman
93040	Maintenance Machinist
93042	Maintenance Machinist, Foreman/Woman
93046	Maintenance Mason
93002	Maintenance Mechanic 1
93004	Maintenance Mechanic 2
93006	Maintenance Mechanic 3
93050	Maintenance Painter & Decorator
93052	Maintenance Painter & Decorator, Foreman/Woman
93056	Maintenance Plasterer
93058	Maintenance Plasterer, Foreman/Woman
93060	Maintenance Plumber
93062	Maintenance Plumber, Foreman/Woman
17996	Maintenance Refrigeration Mechanic
17998	Maintenance Refrigeration Mechanic, Foreman/Woman
93066	Maintenance Sheet Metal Worker
93070	Maintenance Steamfitter
18800	Maintenance Superintendent 1
18802	Maintenance Superintendent 2
93074	Maintenance Welder
17609	Mechanic 1
17611	Mechanic 2
17613	Mechanic Foreman/Woman
93148	Mechanical/Electrical Building Systems Specialist
15590	Mill Worker 1
15592	Mill Worker 2
17640	Mine Rescue Training Officer 1
17642	Mine Rescue Training Officer 2
02922	Museum Assistant 1
02924	Museum Assistant 2
02926	Museum Assistant 3
02920	Museum Assistant (Trainee)
07842	Museums Adviser
52550	Operator 1, Microfilm
52552	Operator 2, Microfilm
52554	Operator 3, Microfilm
52556	Operator 4, <i>Microfilm</i>
52510	Operator 1, Whiteprint Equipment
52512	Operator 2, Whiteprint Equipment
52514	Operator 3, Whiteprint Equipment
17458	Operator 4, X-Ray Unit
12880	Photogrammetrist 1
12882	Photogrammetrist 2

12884 Photogrammetrist 3  
 12886 Photogrammetrist 4  
 95604 Photography (Bargaining Unit) TPH-14  
 12824 Powderman/Woman  
 02880 Publicity Photographer 1  
 02882 Publicity Photographer 2  
 02884 Publicity Photographer 3  
 16020 Radiation Protection Physicist 1  
 94016 Radio & TV Repairer  
 12088 Research Officer 1, Transportation & Communications  
 12090 Research Officer 2(A), Transportation & Communications  
 12092 Research Officer 2(B), Transportation & Communications  
 15400 Research Scientist 1, Natural Resources  
 15402 Research Scientist 2, Natural Resources  
 15404 Research Scientist 3, Natural Resources  
 15406 Research Scientist 4, Natural Resources  
 15408 Research Scientist 5, Natural Resources  
 41109 Resource Technician, Senior 1 (B/U)  
 41111 Resource Technician, Senior 2 (B/U)  
 41113 Resource Technician, Senior 3 (B/U)  
 41115 Resource Technician, Senior 4 (B/U)  
 41100 Resource Technician 1  
 41102 Resource Technician 2  
 41104 Resource Technician 3  
 95605 Resources, Technical (Bargaining Unit) TRT-12  
 93150 Roofing Specialist  
 12710 Schedule Co-ordinator 1  
 12712 Schedule Co-ordinator 2  
 12714 Schedule Co-ordinator 3  
 95606 Scientific Support (Bargaining Unit) TSS-12  
 95607 Scientific Support (Bargaining Unit) TSS-15  
 15542 Scientist 1  
 15544 Scientist 2  
 15546 Scientist 3  
 15548 Scientist 4  
 12959 Senior Transportation Design Technician  
 93146 Services Officer 1 (B/U)  
 93142 Services Supervisor 2  
 93084 Sign Painter  
 93086 Sign Painter, Foreman/Woman  
 93080 Sign Painter, Helper  
 93082 Sign Painter, Improver  
 95608 Skills and Trade (Bargaining Unit) OST-12  
 95609 Skills and Trade (Bargaining Unit) OST-13  
 95610 Skills and Trade (Bargaining Unit) OST-14  
 95611 Skills and Trade (Bargaining Unit) OST-15  
 95612 Skills and Trade (Bargaining Unit) OST-16

60100	Specification Officer 1
60102	Specification Officer 2
60104	Specification Officer 3
05500	Standards Officer 1, Industrial Training
05502	Standards Officer 2, Industrial Training
12738	Technician, Equipment Development
17446	Technician, X-Ray Supervisor
16050	Technician 1, Chemical Laboratory
12930	Technician 1, Construction
12722	Technician 1, Engineering Office
12916	Technician 1, Engineering Survey
12990	Technician 1, Field
12922	Technician 1, Legal Survey
12970	Technician 1, Municipal Engineering
52581	Technician 1, Photographic
16070	Technician 1, Physical Laboratory
16080	Technician 1, Radiation
12950	Technician 1, Road Design
12900	Technician 1, Survey
12940	Technician 1, Traffic
17442	Technician 1(A), X-ray
17443	Technician 1(B), X-ray
16052	Technician 2, Chemical Laboratory
12932	Technician 2, Construction
12724	Technician 2, Engineering Office
12917	Technician 2, Engineering Survey (B/U)
12992	Technician 2, Field
12923	Technician 2, Legal Survey
12972	Technician 2, Municipal Engineering
52583	Technician 2, Photographic
16072	Technician 2, Physical Laboratory
12952	Technician 2, Road Design
12902	Technician 2, Survey
12942	Technician 2, Traffic
16054	Technician 3, Chemical Laboratory
12934	Technician 3, Construction
12919	Technician 3, Engineering Survey
12994	Technician 3, Field
12924	Technician 3, Legal Survey
52585	Technician 3, Photographic
16074	Technician 3, Physical Laboratory
16084	Technician 3, Radiation
12954	Technician 3, Road Design
12904	Technician 3, Survey
12944	Technician 3, Traffic
16056	Technician 4, Chemical Laboratory
12936	Technician 4, Construction



12920	Technician 4, Engineering Survey
12996	Technician 4, field
52587	Technician 4, Photographic
16076	Technician 4, Physical Laboratory
16086	Technician 4, Radiation
12956	Technician 4, Road Design
12946	Technician 4, Traffic
16058	Technician 5, Chemical Laboratory
12998	Technician 5, Field
16078	Technician 5, Physical Laboratory
16088	Technician 5, Radiation
16061	Technologist 1, Medical Laboratory
16063	Technologist 2, Medical Laboratory
16065	Technologist 3, Medical Laboratory
93120	Telephone Installer 1
93122	Telephone Installer 2
93124	Telephone Installer 3
93128	Telephone Services Officer
93000	Trades Apprentice
12750	Traffic Analyst 1
12752	Traffic Analyst 2
12754	Traffic Analyst 3
12756	Traffic Analyst 4
12758	Traffic Analyst 5
12958	Transportation Design Technician
50442	Upholstery Repairer
17645	Utility Plant Instrument Technician
07370	Vocational Training Supervisor 1
40405	Waste Treatment Operator
40402	Waste And Water Project Operator 1
40404	Waste And Water Project Operator 2
40400	Waste And Water Project Trainee Operator
12836	Weigher

and under such other classes as may be established within the above description.

#### **VII. SEVENTH BARGAINING UNIT.**

The Seventh Bargaining Unit is composed of Crown employees who are public servants and whose positions are not included in the other six bargaining units, but does not include:

- a. persons who exercise managerial functions or are employed in a confidential capacity in matters relating to Labour relations; or
- b. lawyers and engineers who are employed in their professional capacity.

In accordance with the above, this bargaining unit includes:

- unclassified employees excluded from the six other bargaining units or whose duties and responsibilities are equivalent to the duties and responsibilities of positions falling under the classes mentioned hereunder; and
- employees in positions falling under the following classes:

INTELLIGENCE OFFICER OF COMMISSION, (Seventh Unit)  
FINANCIAL ADMINISTRATION, (Seventh Unit) AFA13  
FINANCIAL ADMINISTRATION, (Seventh Unit) AFA14  
FINANCIAL ADMINISTRATION, (Seventh Unit) AFA15  
FINANCIAL ADMINISTRATION, (Seventh Unit) AFA16  
FINANCIAL ADMINISTRATION, (Seventh Unit) AFA17  
FINANCIAL ADMINISTRATION, (Seventh Unit) AFA18  
FINANCIAL ADMINISTRATION, (Seventh Unit) AFA19  
FINANCIAL ADMINISTRATION, (Seventh Unit) AFA20  
FINANCIAL ADMINISTRATION, (Seventh Unit) AFA21  
FINANCIAL ADMINISTRATION, (Seventh Unit) AFA22  
FRENCH LANGUAGE SERVICES, (Seventh Unit) AFL20  
GENERAL ADMINISTRATION, (Seventh Unit) AGA11  
GENERAL ADMINISTRATION, (Seventh Unit) AGA12  
GENERAL ADMINISTRATION, (Seventh Unit) AGA13  
GENERAL ADMINISTRATION, (Seventh Unit) AGA14  
GENERAL ADMINISTRATION, (Seventh Unit) AGA15  
GENERAL ADMINISTRATION, (Seventh Unit) AGA16  
GENERAL ADMINISTRATION, (Seventh Unit) AGA17  
GENERAL ADMINISTRATION, (Seventh Unit) AGA18  
GENERAL ADMINISTRATION, (Seventh Unit) AGA19  
GENERAL ADMINISTRATION, (Seventh Unit) AGA20  
GENERAL ADMINISTRATION, (Seventh Unit) AGA21  
GENERAL ADMINISTRATION, (Seventh Unit) AGA22  
INFORMATION, (Seventh Unit) AIF18  
INFORMATION, (Seventh Unit) AIF19  
INFORMATION, (Seventh Unit) AIF20  
LAW ADMINISTRATION, (Seventh Unit) ALA12  
LAW ADMINISTRATION, (Seventh Unit) ALA13  
LAW ADMINISTRATION, (Seventh Unit) ALA14  
LAW ADMINISTRATION, (Seventh Unit) ALA15  
LAW ADMINISTRATION, (Seventh Unit) ALA16  
LAW ADMINISTRATION, (Seventh Unit) ALA17  
LAW ADMINISTRATION, (Seventh Unit) ALA18  
LAW ADMINISTRATION, (Seventh Unit) ALA19  
LAW ADMINISTRATION, (Seventh Unit) ALA20  
LAW ADMINISTRATION, (Seventh Unit) ALA22  
LAW COURT ADMINISTRATION, (Seventh Unit) ALC12  
LAW COURT ADMINISTRATION, (Seventh Unit) ALC13

LAW COURT ADMINISTRATION, (Seventh Unit) ALC14  
PROGRAM ANALYSIS, (Seventh Unit) APLA16  
PROGRAM ANALYSIS, (Seventh Unit) APLA17  
PROGRAM ANALYSIS, (Seventh Unit) APLA18  
PROGRAM ANALYSIS, (Seventh Unit) APLA19  
PROGRAM ANALYSIS, (Seventh Unit) APLA20  
PROGRAM ANALYSIS, (Seventh Unit) APLA21  
PERSONNEL ADMINISTRATION, (Seventh Unit) APL12  
PERSONNEL ADMINISTRATION, (Seventh Unit) APL13  
PERSONNEL ADMINISTRATION, (Seventh Unit) APL14  
PERSONNEL ADMINISTRATION, (Seventh Unit) APL15  
PERSONNEL ADMINISTRATION, (Seventh Unit) APL16  
PERSONNEL ADMINISTRATION, (Seventh Unit) APL17  
PERSONNEL ADMINISTRATION, (Seventh Unit) APL18  
PERSONNEL ADMINISTRATION, (Seventh Unit) APL19  
PERSONNEL ADMINISTRATION, (Seventh Unit) APL20  
PROPERTY ADMINISTRATION, (Seventh Unit) APR16  
PROPERTY ADMINISTRATION, (Seventh Unit) APR17  
PROPERTY ADMINISTRATION, (Seventh Unit) APR18  
PROPERTY ADMINISTRATION, (Seventh Unit) APR19  
PURCHASING & SUPPLY, (Seventh Unit) APS14  
PURCHASING & SUPPLY, (Seventh Unit) APS15  
PURCHASING & SUPPLY, (Seventh Unit) APS16  
PURCHASING & SUPPLY, (Seventh Unit) APS18  
PURCHASING & SUPPLY, (Seventh Unit) APS20  
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL15  
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL16  
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL17  
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL18  
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL19  
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL20  
SYSTEMS SERVICES, (Seventh Unit) ASY13  
SYSTEMS SERVICES, (Seventh Unit) ASY14  
SYSTEMS SERVICES, (Seventh Unit) ASY15  
SYSTEMS SERVICES, (Seventh Unit) ASY16  
SYSTEMS SERVICES, (Seventh Unit) ASY17  
SYSTEMS SERVICES, (Seventh Unit) ASY18  
SYSTEMS SERVICES, (Seventh Unit) ASY19  
SYSTEMS SERVICES, (Seventh Unit) ASY20  
SYSTEMS SERVICES, (Seventh Unit) ASY21  
TRANSLATION, (Seventh Unit) ATR20  
TRANSCRIPTION SERVICES, (Seventh Unit) CTR14  
TRANSCRIPTION SERVICES, (Seventh Unit) CTR15  
CORRECTIONAL, (Seventh Unit) OCR14  
FOOD SERVICES, (Seventh Unit) OFS10  
FOOD SERVICES, (Seventh Unit) OFS11  
FOOD SERVICES, (Seventh Unit) OFS12

FOOD SERVICES, (Seventh Unit) OFS13  
FOOD SERVICES, (Seventh Unit) OFS14  
GENERAL OPERATIONAL, (Seventh Unit) OGN10  
GENERAL OPERATIONAL, (Seventh Unit) OGN11  
GENERAL OPERATIONAL, (Seventh Unit) OGN12  
GENERAL OPERATIONAL, (Seventh Unit) OGN13  
GENERAL OPERATIONAL, (Seventh Unit) OGN14  
GENERAL OPERATIONAL, (Seventh Unit) OGN15  
HEATING & POWER, (Seventh Unit) OHP14  
HEATING & POWER, (Seventh Unit) OHP17  
INSTITUTIONAL CARE, (Seventh Unit) OIN11  
INSTITUTIONAL CARE, (Seventh Unit) OIN12  
INSTITUTIONAL CARE, (Seventh Unit) OIN13  
INSTITUTIONAL CARE, (Seventh Unit) OIN15  
PRINTING, (Seventh Unit) OPR15  
SKILLS & TRADES, (Seventh Unit) OST17  
SKILLS & TRADES, (Seventh Unit) OST18  
SKILLS & TRADES, (Seventh Unit) OST19  
ACTUARIAL SCIENCE, (Seventh Unit) PAC16  
ACTUARIAL SCIENCE, (Seventh Unit) PAC17  
ACTUARIAL SCIENCE, (Seventh Unit) PAC19  
AGRICULTURE, (Seventh Unit) PAG16  
AGRICULTURE, (Seventh Unit) PAG17  
AGRICULTURE, (Seventh Unit) PAG18  
AGRICULTURE, (Seventh Unit) PAG19  
AGRICULTURE, (Seventh Unit) PAG20  
ARCHIVAL & HISTORICAL, (Seventh Unit) PAH17  
CHAPLAIN, (Seventh Unit) PCH15  
CHAPLAIN, (Seventh Unit) PCH16  
CHAPLAIN, (Seventh Unit) PCH17  
ECONOMICS & STATISTICS, (Seventh Unit) PEC16  
ECONOMICS & STATISTICS, (Seventh Unit) PEC17  
ECONOMICS & STATISTICS, (Seventh Unit) PEC18  
ECONOMICS & STATISTICS, (Seventh Unit) PEC19  
ECONOMICS & STATISTICS, (Seventh Unit) PEC20  
ECONOMICS & STATISTICS, (Seventh Unit) PEC21  
EDUCATION, (Seventh Unit) PED19  
EDUCATION, (Seventh Unit) PED20  
EDUCATION, (Seventh Unit) PED21  
GENERAL SCIENTIFIC, (Seventh Unit) PGS17  
GENERAL SCIENTIFIC, (Seventh Unit) PGS18  
GENERAL SCIENTIFIC, (Seventh Unit) PGS20  
GENERAL SCIENTIFIC, (Seventh Unit) PGS21  
HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE11  
HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE12  
HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE13  
HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE16

HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE17  
 HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE18  
 LIBRARY SERVICES, (Seventh Unit) PLS14  
 LIBRARY SERVICES, (Seventh Unit) PLS15  
 LIBRARY SERVICES, (Seventh Unit) PLS16  
 LIBRARY SERVICES, (Seventh Unit) PLS17  
 NURSING, (Seventh Unit) PNR13  
 NURSING, (Seventh Unit) PNR14  
 NURSING, (Seventh Unit) PNR15  
 NURSING, (Seventh Unit) PNR16  
 NURSING, (Seventh Unit) PNR18  
 OCCUPATIONAL & PHYSICAL THERAPY, (Seventh Unit) POC14  
 PHARMACY, (Seventh Unit) PPH16  
 PHARMACY, (Seventh Unit) PPH17  
 PHARMACY, (Seventh Unit) PPH18  
 PHARMACY, (Seventh Unit) PPH19  
 PSYCHOLOGY, (Seventh Unit) PPY19  
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 RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP14  
 RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP15  
 RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP16  
 RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP17  
 RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP18  
 RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP19  
 RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP20  
 RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP21  
 RESEARCH SCIENCE, (Seventh Unit) PRS17  
 RESEARCH SCIENCE, (Seventh Unit) PRS21  
 SOCIAL WORK, (Seventh Unit) PSW16  
 SOCIAL WORK, (Seventh Unit) PSW17  
 SOCIAL WORK, (Seventh Unit) PSW18  
 VETERINARY SCIENCE, (Seventh Unit) PVT20  
 DRAFTING DESIGN & ESTIMATING, (Seventh Unit) TDD14  
 DRAFTING DESIGN & ESTIMATING, (Seventh Unit) TDD15  
 DRAFTING DESIGN & ESTIMATING, (Seventh Unit) TDD16  
 DRAFTING DESIGN & ESTIMATING, (Seventh Unit) TDD18  
 DRAFTING DESIGN & ESTIMATING, (Seventh Unit) TDD19  
 ENGINEERING & SURVEYING SUPPORT, (Seventh Unit) TEN16  
 ENGINEERING & SURVEYING SUPPORT, (Seventh Unit) TEN17  
 ENGINEERING & SURVEYING SUPPORT, (Seventh Unit) TEN18  
 ENGINEERING & SURVEYING SUPPORT, (Seventh Unit) TEN19  
 ENGINEERING & SURVEYING SUPPORT, (Seventh Unit) TEN20  
 RESOURCES TECHNICAL, (Seventh Unit) TRT13  
 RESOURCES TECHNICAL, (Seventh Unit) TRT14  
 RESOURCES TECHNICAL, (Seventh Unit) TRT15  
 RESOURCES TECHNICAL, (Seventh Unit) TRT16  
 RESOURCES TECHNICAL, (Seventh Unit) TRT17

RESOURCES TECHNICAL, (Seventh Unit) TRT18  
SCIENTIFIC SUPPORT, (Seventh Unit) TSS16  
SCIENTIFIC SUPPORT, (Seventh Unit) TSS17  
SENIOR MANAGEMENT GROUP 1, (Seventh Unit) XSXC1  
SENIOR MANAGEMENT GROUP 2, (Seventh Unit) XSXC2  
And other similar classes as may be established

#### VIII. GO TEMPS AND STUDENTS.

An unclassified employee –

- who is on temporary work assignment arranged by the Civil Service Commission under the G.O. Temporary Services Program and is herein referred to as a "Go Temp employee"; or
- who is employed during his or her regular school, college or university vacation period or under a co-operative education training program or in an OPS Special Youth/Student Employment Program, and is herein referred to as a "Student";
- who is employed under an internship program (such as the Employment Equity Intern program) and other similar programs or agreements, and is herein referred to as an "intern";

shall belong to the bargaining unit –

- of the position whose duties and responsibilities the Go Temp employee is temporarily assigned to perform; or
- in case the temporary assignment is not with respect to a specific bargaining unit position, of the position whose duties and responsibilities are closest to the Go Temp employee's assigned work;
- in the case of a student or an intern, of the position whose duties and responsibilities are closest to the student's or intern's assigned work.

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

## JOINT INSURANCE BENEFITS REVIEW COMMITTEE

## Joint Insurance Benefits Review Committee

**(1) Name of Committee**

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

**(2) Purpose of Committee**

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

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

**(3) Composition of Committee**

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

**(4) Duties of Committee**

The duties of the Committee shall consist of the following:

- (i) Development of the specifications for the public tendering of any negotiated benefits which may be included in the Group Insurance Plan (to cover the bargaining unit only);
- (ii) Determination of the manner in which the specifications will be made available for public tendering;



- (iii) Consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
- (iv) Recommendation to the Government of Ontario on the selection of the insurance carrier or carriers to underwrite the Group Insurance Plans;
- (v) Review of the semi-annual financial reports on the Group Insurance Plan; and
- (vi) Review of contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures.

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

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

## **(5) Experience Review**

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

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

If the Joint Insurance Benefits Review Committee fails to agree on a recommendation to the Government of Ontario on the selection of the insurance carrier(s) to underwrite the group insurance plan, the members of the said Committee nominated by the Employer and the OPSEU may each make a recommendation in writing to the Government of Ontario on the selection of the insurance carrier(s) supported by reasons for their respective recommendations.

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

**(6) Claims Review Subcommittee**

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

RELEASE OF INFORMATION  
INSURED BENEFITS APPEAL

RELEASE OF INFORMATION-  
INSURED BENEFITS APPEAL

\_\_\_\_\_  
(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

\_\_\_\_\_  
Employee ID number

\_\_\_\_\_  
Employee Home Address

\_\_\_\_\_  
Date

Revised June 24, 2005  
SAME SEX SPOUSES

November 14, 1990

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

12.e, 12.g, 13.b

Dear Mr. Todd

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

Yours sincerely,

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

Addendum – May 5, 2002: The parties understand that Appendix 6, insured benefits for same sex spouses includes Term classified employees subject to the application of Articles 38, 39, 40 and 48 pursuant to Article 30.

Addendum – June 24, 2005: The parties understand that Appendix 6, insured benefits for same sex spouses includes Flexible Part-Time employees subject to the application of Appendix 32.

Revised June 24, 2005  
CLASSIFICATION SYSTEM SUBCOMMITTEES

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

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

Signed this 13th day of September in Toronto, Ontario.

**LETTER OF UNDERSTANDING**

**between**

**THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“the Employer”**

**and**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
“the Union”**

**IN THE MATTER OF Article 22.12 and Appendix 7**

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

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

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

The matters to be examined by the parties will include:

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

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

Revised June 24, 2005  
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, 2008, 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).
- 1.25
- (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 I who are transferred to a new employer or, subject to 1(b), who decline a transfer to a new employer.

- or -

10. L.

- (b) In the alternative, employees who have been declared surplus may take a pension bridging option as a leave of absence without pay but with the continued accrual of pension credits, if the sum of:
- (i) the ~~six~~ (6) month notice period;
  - (ii) the number of weeks of paid leave of absence that the employee's termination payments can be converted into under the current provisions of Articles 53 or 78 (excluding attendance credits); plus
  - (iii) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits,

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

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

- (A1) determine the total amount of time from the date on which the employee receives the surplus notice that is needed for the individual to reach the next earliest of his or her actuarially unreduced pension options and, from that amount, subtract:
  - (i) the employee's six (6) month notice period; and
  - (ii) the number of weeks of paid leave of absence that the employee's termination payments can be converted into under the existing provisions of Article 53 or 78 (excluding attendance credits).
- (B1) the remainder to the extent that it is no more than two (2) years, shall be available as a leave of absence without pay but with continued accrual of pension credits. During the leave without pay, employees may choose to purchase all benefits coverage with the exception of the Short Term Sickness Plan and the Long Term Income Protection plan.



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

- (A2) the unpaid leave of absence, the maximum of which is determined in accordance with (B1) above, shall be taken first. During this leave of absence, in lieu of the employee's pension contributions being made directly from the employee, the employee's right to enhanced severance under paragraph 4 of this letter shall be reduced by an equivalent amount, which the Employer shall pay into the pension plan and the Employer contributions shall also be paid into the pension plan;
- (B2) the leave of absence with pay equal to the employee's number of weeks of Article 53 or 78 termination payments shall be taken after the leave without pay in (A2) above. During this leave of absence the employee's pension Contributions shall be deducted from the employee's bi-weekly payments;
- (C2) at the conclusion of the leave of absence with pay the employee shall return to complete whatever portion of the six (6) month notice period remains. For greater certainty, the requirement to return may be satisfied by the use of vacation credits. At the end of this period, the employee:
  - (i) shall retire;
  - (ii) shall receive the enhanced severance, reduced by an amount equivalent to his or her pension contributions for the unpaid leave of absence; and
  - (iii) shall be entitled to exercise his or her right to an actuarially unreduced pension.

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

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

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

3. An employee who has reached Factor 80 on or before March 31, 1996, and did not retire within his or her Factor 80 window, shall, if declared surplus, be eligible to re-qualify under the Factor 80 program, provided he or she so elects in writing within thirty (30) days of receipt of notice of lay-off, and, where he

or she so elects, the employee shall retire within the thirty (30) day period and all other rights under this agreement are forfeited, save and except Article 53 or 78 (Termination Pay). For the sake of clarity, it is agreed that an employee who is given an offer to accept employment with a new employer pursuant to paragraph 1, who is otherwise eligible to re-qualify under the Factor 80 program, shall be considered eligible to re-qualify as prescribed herein. The Plan Sponsors agree to take steps to amend the OPSEU Pension Plan in an expeditious manner to provide for the re-opening of the Factor 80 window for those employees described herein. This arrangement meets the requirements of the OPSEU Pension Plan including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval.

4. (a) Receipt of surplus notice on or before December 31,2005:

Employees who are laid off or who have resigned and received their pay in lieu of notice pursuant to Article 20A.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 20A.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 20A.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.

(b) Receipt of surplus notice on or after January 1,2006:

Employees who are laid off or who have resigned and received their pay in lieu of notice pursuant to Article 20B.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. 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

Revised June 24, 2005  
ARTICLE 20A.7 AND ARTICLE 20B.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 20A.7 and Article 20B.7 - Voluntary Exit Option**

This will serve to clarify certain aspects of the application of Article 20A.7 or Article 20B.7. It is understood that a person who has offered to be declared surplus pursuant to Article 20A.7 and Article 20B.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 20A.7 and Article 20B.7 will be selected.

Yours truly,

Kevin Wilson

OPSEU PENSION PLAN

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

(B.C. 11)  
Dear Mr. Todd:

**Re: OPSEU Pension Plan**

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

Yours truly,

Kevin Wilson

**MEMORANDUM OF AGREEMENT**

**Between**

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

**And**

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)**

**Appendix 12 - Student Wage Rates**

1. This Memorandum of Agreement is based on negotiations held pursuant to Appendix 12 of the Collective Agreement between the parties, expiring December 31, 2008, and is subject to the definitions, principles and terms set out in the Collective Agreement.
2. This Memorandum of Agreement will become effective upon being signed by the parties. As per Appendix 12 of the Collective Agreement, this agreement will be presented to the CERC so that recommendations can be appended into the Collective Agreement and implemented for the remaining period of the collective agreement.
3. The provisions of this Memorandum of Agreement will ensure that student wage rates are standardized across the Ontario Public Service for those covered by the Collective Agreement between the parties.
4. Students in post secondary Co-operative Programs will be paid a percentage of the entry level of the appropriate classification specified in the Collective Agreement, as follows:

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

5. Students in Special Employment Programs shall be paid as follows:

January 1, 2005	\$7.15
February 1, 2005	\$7.45
February 1, 2006	\$7.75
February 1, 2007	\$8.00

6. Effective January 1, 2005 to January 31, 2005, Students in the Ontario/Quebec Summer Student Job Exchange Program shall be paid the rate negotiated with OPSEU prior to negotiations between the Ontario and Quebec Governments (currently \$8.25 per hour).

Students in Ontario/Quebec Summer Student Job Exchange program shall be paid \$10.00 per hour effective February 1, 2005.

7. Students hired into student positions shall be paid according to a two level job evaluation system. The framework for this system forms Appendix "A" to this agreement.

8. A student hired into a position established in the classified service shall be paid according to the classification range for that position. For greater clarity, this includes students backfilling a classified position during the incumbent's leave of absence and students filling a vacant classified position for a limited duration.

9. This agreement will represent settlement of any claims and grievances respecting student wage rates, save and except the individual grievances currently on file.

Dated this 16th day of November, 1998.

For OPSEU:

For the Employer:

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1. This framework will be submitted to the Joint System Sub-Committee for its use in developing a Student Job Evaluation System for all student positions to present to CERC for agreement in accordance with Appendix 12 of the Collective Agreement expiring on December 31, 2008.
2. The primary factors underpinning the Student Job Evaluation System are Complexity, Skills/Knowledge and Supervision.

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

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

#### **LEVEL 1**

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

#### **LEVEL 2**

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

3. Rates for these two levels are:

	GTA	Outside GTA
January 1, 2005		
Level 1	\$7.85	\$7.15
Level 2	\$9.50	\$8.50
February 1, 2005		
Level 1	\$8.54	\$7.45
Level 2	\$10.33	\$9.24



February 1, 2006		
Level 1	\$8.88	\$7.75
Level 2	\$10.75	\$9.62
February 1, 2007		
Level 1	\$9.17	\$8.00
Level 2	\$11.10	\$9.93

For the purpose of this article, the GTA shall be deemed to comprise the City of Toronto, the Regional Municipality of Peel, the Regional Municipality of York, the Town of Pickering, the Town of Ajax, and the Town of Whitby.

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

November 16, 1998

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

Dear Tom:

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

Sincerely,

Nancy Fisher

Revised June 24, 2005  
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 20A.2.1 or Article 20B.2.1 (Notice and Pay in Lieu) and have full access to the provisions of Article 20A or Article 20B (Employment Stability) and Appendix 9 (Employment Stability) of the Central Collective Agreement.

- (3) if several employees hold the same position and fewer of their positions are required in the new headquarters location, the employees with the greatest seniority will be given the opportunity to go to the new headquarters location first.
- (4) it is understood that when an employee accepts the change in headquarters location in accordance with this Memorandum of Agreement, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

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

Revised June 24, 2005  
INTERPRETATION OF ARTICLE 20A.4.1 (DISPLACEMENT)

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

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

**and**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
"the Union"**

**IN THE MATTER OF:**

**Interpretation of Article 20A.4.1 (Displacement)**

The following applies to any employee who is identified as being surplus pursuant to Article 20A on or before December 31, 2005 and shall not apply to any employee deemed surplus on or after January 1, 2006.

The Employer and the Union have reached agreement, as outlined below, on the interpretation of Article 20A.4.1 of the Central Collective Agreement.

The Employer and the Union have clarified the meaning of the phrase in the first paragraph of Article 20A.4.1, "who has not been assigned in accordance with the criteria of Article 20A.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 20A. 5.1 or 20A.5.2 of the Central Collective Agreement before his or her right to displace in accordance with Article 20A.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 20A.4.1.9, the employee advises the Employer,

in writing, that he or she will displace the employee identified pursuant to Article 20A.4.1.2, 20A.4.3, 20A.4.4, 20A.4.5, 20A.4.6, or 20A.4.7, as applicable.

- (c) notwithstanding paragraphs (a) and (b) above, the Employer may assign a surplus employee to a vacant position in another ministry pursuant to Article 20A.5.3 or 20A.5.4 of the Central Collective Agreement.
- (d) an employee who has been assigned to a position in accordance with Articles 20A.5.1, 20A.5.2, 20A.5.3 or 20A.5.4 will not have any displacement rights under Article 20A.4 of the Central Collective Agreement.

This Memorandum of Agreement will come into effect on July 18, 1996 and expire on December 31, 2008.

FOR THE UNION:

BOB PATRICK  
GRANT MACGILLIVRAY  
MURIEL ETHIER  
ANDY TODD  
LEAH CASSELMAN

FOR THE EMPLOYER

MARGARET BODKIN  
JUDY TOMARIN  
LINDA BARBER

UNCLASSIFIED EMPLOYEES

**Letter of Understanding**

Mr. Terry Baxter, Chief Negotiator  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

**Re: Unclassified Category of Employee**

Dear Mr. Baxter,

The Employer commits to undertake research on current OPS practices as well as practices in other jurisdictions and sectors to better inform our decision-making.

The Employer commits to beginning its review within 30 days of ratification of the collective agreement and to complete the review within a year of ratification. The Employer further commits to sharing information from its research, including recommendations for action, with the Union.

Our goal is to reduce the gap between current practices regarding the unclassified workforce and more appropriate levels.

As an indication of its commitment to the above goals, and pending the implementation of longer term strategies, the employer undertakes to provide the union with the percentage of the OPSEU bargaining unit, effective April 1, 2005, which is made up of unclassified employees. The employer will reduce this percentage, on a year over year basis, for each year of this collective agreement and will provide the union with the percentage figure for April 1 of each year of the collective agreement for the purposes of substantiating that the percentage of unclassified employees has been reduced.

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

PAY FOR PERFORMANCE

**LETTER OF UNDERSTANDING**

**between**

**THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)  
“the Employer”**

**and**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
“the Union”**

**IN THE MATTER OF:**

**Pay for Performance**

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

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



**LETTER OF UNDERSTANDING**

**between**

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

**and**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
"the Union"**

**IN THE MATTER OF:**

**Factor 80 Program**

It is agreed that the Factor 80 Program will be extended to December 31, 2008, for employees who are declared surplus prior to that date. The Plan sponsors agree to take steps to amend the OPSEU Pension Plan in an expeditious manner to provide for the extension of the Factor 80 window for those employees as described herein. This arrangement meets the requirements of the OPSEU Pension Plan, including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval.

The Employer confirms that any costs arising out of the extension of the Surplus Factor 80 program to the employees covered by this collective agreement shall be exclusively borne by the Employer. No costs shall accrue to the members' share of the fund as a result of the extension of the Surplus Factor 80 program to December 31, 2008.

Signed this 13th day of September 2002, in Toronto, Ontario.

Revised June 24, 2005

**MEMORANDUM OF SETTLEMENT**

**between**

**MANAGEMENT BOARD SECRETARIAT**

**and**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

**1.0 Definitions: (*In this Agreement*)**

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

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

*Employee* - Classified employees (Civil Servants),

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

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

**1.1 Scope**

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

- 1.1.2 This Agreement represents a full and complete interpretation of all matters arising under paragraphs 1, 4 and 5 of Appendix 9. All rights and obligations contained in paragraphs 1, 4, and 5 of Appendix 9 are governed by the provisions of this Agreement. Unresolved grievances filed before the signing date of this agreement will be resolved utilizing the dispute resolution processes in Article 4.2 or Article 8 as appropriate.
- 1.1.3 All future grievances related to paragraphs 1, 4 and 5 of Appendix 9 - Employment Stability, must be filed under a specific article(s) of this agreement. Such disputes shall be subject to the dispute resolution process in Article 4.2 or in the situation of an Agreement and RFP Review - Article 8.

## **1.2 Resolution of Outstanding Non-Appendix 9 Grievances**

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

## **1.3 Seniority Regulation**

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

position having duties, responsibilities and other attributes such that, if the employment were with the receiving employer, the employee would have been a member of the bargaining unit.

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

#### **1.4 Acceptable Process for Grievances with Remedy Obligations**

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

#### **2.1 OPSEU Pension Trust**

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

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

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

## **2.2 Employee Bidding**

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

## **3.1 Union Member Time-off**

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

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

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

- 3.2.2.1 If the transfer is a Schedule B transfer and an employee who has been in receipt of long term income protection or Workplace Safety & Insurance benefits for less than two (2) years is deemed fit to return to work, the employer will reach agreement with the receiving employer to offer the employee a position on the same basis as other Crown employees were offered positions, if a contract is still in place. Provisions of Article 6.0 apply, save and except that in default of election, employees will be excluded from the RFP.
- 3.2.2.2 If the transfer is a Schedule A or C transfer and an employee who has been in receipt of long term income protection or Workplace Safety & Insurance benefits for less than two (2) years is deemed fit to return to work, the employee will have the opportunity to elect not to be included in the RFP prior to the time of issue. Article 5.0 or 6C as appropriate will apply, save and except that in default of election, employees will be excluded from the RFP. The employee's entitlement to surplus benefits or a job offer (if a contract is still in place) under those articles will only arise when the employee is fit to return to work.
- 3.2.2.3 If the transfer is a Schedule D transfer and an employee who has been in receipt of long term income protection or Workplace Safety & Insurance benefits for less than two (2) years is deemed fit to return to work, the employee will be entitled the surplus provisions current at the time the employee is declared fit to return to work.
- 3.2.3 Nothing in this agreement shall be taken to interfere with the employee's LTIP and WSIB claim/entitlement. Employees who have applied for LTIP or WSIB benefits and have not received approval of his/her claim will be treated the same as employees covered by Articles 3.2.2.1 or 3.2.2.2 or 3.2.2.3 as appropriate.

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

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

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

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

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

#### **4.1 Monitoring Committee**

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

#### **4.2 Dispute Resolution Process**

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

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

(6.a.1)

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

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

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

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

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

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

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

**5.0 Schedule A - Transfers through Tendering (Service Transfers)**

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

5.2 Employees who elect not to be included in the RFP will be declared surplus. The date of the surplus notice will be determined by the employer. Upon receipt of the surplus notice, the affected employee will exit the OPS immediately, these employees will receive only the benefits set out below:

**(a) Receipt of surplus notice on or up to December 31, 2005**

(i) pay in lieu of notice in accordance with Article 20A.2

and



- a) the greater of separation allowance in accordance with Article 20A.3
  - or
  - b) enhanced severance in accordance with paragraph 4 of Appendix 9
- and
- (ii) termination payments in accordance with Article 53 or 78.
- (b) Receipt of surplus notice on or after January 1, 2006
  - (i) pay in lieu of notice in accordance with Article 20B.2
  - and
  - enhanced severance in accordance with paragraph 4 of Appendix 9
  - and
  - (ii) termination payments in accordance with Article 53 or 78

Upon receipt of surplus notice, employees who elected not to be included in the RFP will not be entitled to any other benefits or rights under the collective agreement or this agreement, effective the date they exit the OPS. Notwithstanding the generality of the foregoing, upon receipt of surplus notice, these employees will have no other rights under Article 20A or Article 20B, except for Article 20A.15 or Article 20B.15 and Article 20A.19 or Article 20B.19. Employees electing in advance to not be included in the RFP will also receive a sum equal to \$500.00 for the purpose of obtaining resume writing and career transition services.

- 5.3 For employees electing to be included in the RFP, the Employer shall include, in the RFP, the mandatory requirement that proponents must commit in their proposal to make job offers to all of the identified classified OPSEU employees. Such job offers shall be at a salary of at least eighty-five percent (85%) of the respective employee's weekly salary at the time of the issuance of the RFP and recognize the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff, job competition, severance and termination payments to the extent that they are provided in the proponent's workplace. Any payments made under article 53 or 78 of the Collective Agreement shall be set off against any calculation of severance pay under a collective agreement or term of employment with the receiving employer in respect of OPS service. Such payments under Articles 53 and 78 may be set off against severance payments under the *Employment Standards Act 2000* in accordance with that Act.

- 5.4 The parties agree the Employer will not be required to undertake Human Resource Incentive Fund (HRIF) negotiations with, or to provide any additional incentive funds to the receiving Employer or to include any HR Factor as a rated requirement in the evaluation of proposals for the purpose of improving the job offers made by the receiving Employer.
- 5.5 Employees included in the RFP and who do not accept a job offer under this provision will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 5.6 Employees who accept a job offer in accordance with Article 5.3 with a receiving employer will be deemed to have resigned effective the date they commence employment with the receiving employer, and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 5.7 The parties agree that the Employer's compliance with the provisions of Article 5 meets its obligations under Appendix 9 paragraphs 1, 4 and 5 for the transfers listed in Schedule A.

## **6.0 Schedule B Transfers - Negotiated Transfer**

- 6.1.1 For all Schedule B transfers, excluding those covered by Article 6.3, the employer will propose in negotiations with the receiving employer that job offers shall be at a salary of at least 100% of the respective employee's weekly salary at the time of the transfer and recognize the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff and job competition, severance and termination payments to the extent that they are provided in the proponent's workplace or if none, the OPS. Any payments made under Article 53 or 78 of the Collective Agreement shall be set off against any calculation of severance pay under a collective agreement or term of employment with the receiving employer in respect of OPS service. Such payments under articles 53 and 78 may be set off against severance payments under the *Employment Standards Act 2000* in accordance with that Act.
- 6.1.2 The Employer agrees that in any negotiations with the receiving employer it is to be understood that the employer will request that employees of the Crown who are transferred under Article 6.0 - Negotiated Transfers should not be required to serve a probationary period with the new employer.

- 6.2.1 In the event that a receiving employer does not fully agree to the request in article 6.1.1, including the matter of a probationary period, the employer may offer the receiving employer a financial incentive up to the amount that would have been payable as enhanced severance pay (calculated as provided in paragraph 4 of Appendix 9) to each employee affected by the transfer that the employer determines will be declared surplus, in order to secure or improve a job offer to the employee equivalent to a job offer as described in Article 6.1.1 above or to ensure where job offers are received from the receiving Employer for less than the full complement of employees identified by the Employer, that the receiving Employer offer employees jobs on the basis of seniority. The parties agree in no case will the employer be required to pay a financial incentive in excess of the maximum of enhanced severance for the affected employees.
- 6.2.2 The parties further agree that the employer is not required to enter into any discussions or negotiations with bargaining agents in the receiving employer's workplace, nor is the employer required to offer any financial incentive either directly or indirectly through a receiving employer to a bargaining agent in the receiving employer's workplace.
- 6.3 The parties agree that where there is an existing collective agreement(s) in the receiving employer's workplace, under which employees accepting job offers are to be included, the salary, terms and conditions of employment (with the exception of any agreement that may be reached with the receiving employer concerning probationary periods) contained in the receiving employer's collective agreement(s) will apply to employees accepting job offers. Notwithstanding the foregoing, the Employer will negotiate wages and working conditions as per Article 6.1.1 for employees of a Psychiatric Hospital whose work is transferred to a public hospital pursuant to a recommendation of the Health Sector Restructuring Commission accepted by the Minister of Health.
- 6.4 Employees who accept a job offer in accordance with Article 6.1.1 with a receiving employer will be deemed to have resigned effective the date they commence employment with the new employer, and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 6.5 If an employee refuses a job offer which provides a salary of at least eighty-five percent (85%) of the respective employee's weekly salary at the time of the transfer and recognizes the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff, job competition, severance and

termination payments to the extent that they are provided in the proponent's workplace, the employee shall be deemed to have resigned effective the date of the transfer of their job and no other provision of the collective agreement will apply except for Article 53 or 78 (Termination Pay).

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

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

- 6C.1 In respect to the transfer of bargaining unit functions or jobs as the result of Schedule C transfers, the employees that the Employer determines will be included in the Request for Proposal (RFP), will be notified not less than ten (10) working days prior to the release of the RFP that their jobs will be included in the RFP and provided the opportunity to elect in writing within five (5) working days of being notified, not to be included in the RFP. In default of the election, the employee is deemed to be included in the RFP.

- 6C.2 Employees Right to Opt Out of RFP

Employees who elect not to be included in the RFP will be declared surplus. The date of the surplus notice will be determined by the employer. Upon receipt of the surplus notice, the affected employee will exit the OPS immediately, these employees will receive only the benefits set out below:

**(a) Receipt of surplus notice on or up to December 31, 2005**

- (i) pay in lieu of notice in accordance with Article 20A.2  
and
  - a) the greater of separation allowance in accordance with Article 20A.3  
or
  - b) enhanced severance in accordance with paragraph 4 of Appendix 9  
and
- (ii) termination payments in accordance with Article 53 or 78.

**(b) Receipt of surplus notice on or after January 1, 2006**

- (i) pay in lieu of notice in accordance with Article 20B.2  
and  
enhanced severance in accordance with paragraph 4 of Appendix 9  
and
- (ii) termination payments in accordance with Article 53 or 78

Upon receipt of surplus notice, employees who elected not to be included in the RFP will not be entitled to any other benefits or rights under the collective agreement or this agreement, effective the date they exit the OPS. Notwithstanding the generality of the foregoing, upon receipt of surplus notice, these employees will have no other rights under Article 20A or Article 20B, except for Article 20A.15 or Article 20B.15, and Article 20A.19 or Article 20B.19. Employees electing in advance to not be included in the RFP will also receive a sum equal to five hundred (\$500.00) for the purpose of obtaining resume writing and career transition services.

6C.3.1 For employees electing to be included in the RFP, the Employer shall include, in the RFP, the mandatory requirement that proponents must commit in their proposal to make job offers to the identified classified OPSEU employees for 100% of the positions, in the receiving employer's workplace, which are created as a result of the RFP.

6C.3.2 If less employees elect to be included in the RFP than the full complement of positions created, the proponent must make job offers to all employees electing to be included in the RFP.

- 6C.3.3 If more employees elect to be included in the RFP, in accordance with Article 6C.1, than the full complement of positions created by the RFP, the proponent must make job offers on the basis of seniority. Employees may decline job offers in descending order of seniority until the number of persons who have declined job offers is equal to the difference between the number of employees in the RFP and the number of positions created by the RFP. These employees will be entitled to all rights and entitlements in Article 6C.2.
- 6C.3.3.1 Other employees who decline job offers to the extent that the full complement of positions created cannot be filled, will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 6C.3.4 Such job offers shall be at a salary of at least eighty-five percent (85%) of the respective employee's weekly salary at the time of the issuance of the RFP and shall recognize the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff, job competition, severance and termination payments to the extent that they are provided in the proponent's workplace.
- 6C.3.5 Any payments made under article 53 or 78 of the Collective Agreement shall be set off against any calculation of severance pay under a collective agreement or term of employment with the receiving employer in respect of OPS service. Such payments under articles 53 and 78 may be set off against severance payments under the *Employment Standards Act* in accordance with that Act.
- 6C.4 The parties agree the Employer will not be required to undertake HRIF negotiations with, or to provide any additional incentive funds to the receiving Employer or to include any HR Factor as a rated requirement in the evaluation of proposals for the purpose of improving the job offers made by the receiving Employer.
- 6C.5 Employees included in the RFP and who do not accept a job offer under this provision, with the exception of employees covered by Article 6C.3.3, will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 6C.6 Employees who accept a job offer in accordance with Article 6C.3.4 with a receiving employer will be deemed to have resigned effective the date they commence employment with the new employer, and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).

6C.7 The parties agree that the Employer's compliance with the provisions of Article 6C.0 meets its obligations under Appendix 9 paragraphs 1, 4 and 5 for the Schedule C transfers.

**7.0 Schedule D Transfers (Transfers not Included in Schedule A , B and C)**

7.1 In respect to all other dispositions or transfers of bargaining unit jobs or functions involving transfers not included in Schedule A, B and C, occurring during the term of this Agreement, affected employees will be surplusaged as a result of the transfer or disposition subject to the terms of the collective agreement. The date of the issuance of the surplus notice will be determined by the Employer.

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

**8.0 Agreement and RFP Review**

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

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

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

**8.4 Arbitration - Placement of a transfer on a schedule**

8.4.1 The Parties agree that the determination of the method and/or manner, and the quantity and timing of the transfer of any service to a service provider

other than the Crown is at the discretion of the Employer and shall be deemed to be in accordance with Article 2.1 of the collective agreement.

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

- (i) OPSEU will have seven calendar (7) days after being notified to grieve and fully resolve the placement of the transfer on Schedule D (Other Transfers);
- (ii) The sole criterion for placing a transfer of a function or work, from a specific program area, in Schedule D is whether, in the judgement of the Ministry based on operational needs, a single receiving employer would create less than eleven (11) full-time bargaining unit related jobs. The jobs must be created in the single receiving employer's workplace, as a result of the transfer of the function or work, in the thirty (30) calendar day time period immediately following the transfer of the work. All of a receiving employer's worksites within a single municipality shall be considered one workplace in Article 8.4.2 ii.
- (iii) Where it is determined that the transfer should not have been placed on Schedule D, the employer can only be required to remove the transfer from Schedule D. The determination of which of the schedules (A, B, or C) the transfer will be moved to, will be made in accordance with paragraphs 8.4.1.

## **9.0 Remedy**

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

## **10.0 Term**

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



## **11.0 Psychiatric Hospitals**

- 11.1 In order to ensure there are votes in appropriate circumstances and that OPSEU is on the ballot, the Employer will recommend to Cabinet that a regulation be passed by January 22, 1999 which will apply the *Public Sector Labour Relations Transition Act 1997* pursuant to S.10 of that Act, when all or a substantial part of the work of the psychiatric hospital is transferred from the Crown to a public hospital where the employees doing that work would fall within the scope of a preexisting bargaining unit at the receiving hospital. The regulation will specify the transfer date as the changeover date and the public hospital and the Crown as predecessor employers.
- 11.2 If the aforementioned regulation is not passed by January 22, 1999, or an agreed extension, then this agreement is voidable at the union's option.

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

FOR THE EMPLOYER  
(The Crown in Right of Ontario)

FOR THE UNION  
(OPSEU)

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

Schedule A - Transfers through Tendering (Service Transfers)

Subject to Article 5.0

Including but not limited to:

*(Employees may opt out of Tender in advance)*

MCSS - Young Offender Facilities (Remaining Five)

MTO - Area Maintenance Contracts

MET - E.C. Drury Cleaning

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

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

Schedule B - Negotiated Transfers

Subject to Article 6.0

Including but not limited to:

*(Current salaries and jobs proposed)*

MCSS - Selected Social Assistance and Child Care Transfer Sites

MOH - Provincial Psychiatric Hospitals

MOF - Property Assessment

MAG - Selected Provincial Offences Act Transfer Sites

MMAH - Social Housing

MOH - Land Ambulance

Schedule C - Transfers through Tendering (Service Restructuring)

Subject to Article 6C.0

Including but not limited to:

*(Employees may opt out of Tender in advance)*

***Hypothetical example for discussion purposes only:***

All Ministries Affected - Service call centres

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

Subject to Article 7.0

Including but not limited to:

*(Employees receive pay in lieu and enhanced severance)*

MSGCS - Ontario Government Protective Services

All Ministries Affected - Service Ontario

MCSS - Selected Social Assistance and Child Care Transfer Sites

MCSS - Developmental Services

MTO - Managed Outsourcing

MTO - Ontario Transportation Capital Corporation (407)

**Schedule D cont'd:**

MTO - Quality and Standards

~~MTO - Highway Transfers (Gone)~~

MOL - Radiation Protection Laboratory

MTO - Dissolved Local Roads Boards

MAG - Public Guardian & Trustee

MAG - Selected Provincial Offences Act Transfer Sites

MTO - Equipment Repair and Garage Closures

December 14, 1998

**APPENDIX A**

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

ONTARIO INTERNSHIP PROGRAM

MEMORANDUM OF AGREEMENT

between

THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Preamble:

The Province of Ontario has introduced a Corporate Internship Program to support the goals of the *Human Resource Strategy for the Ontario Public Service (OPS)*.

Each year, based on the needs of the organization, Management Board Secretariat (MBS) will review and identify key skill areas where recruitment should be focused. Positions will be assigned to a specific occupational group where there is an identified skill shortage.

The internship program will provide each successful candidate with structured work experiences and learning opportunities through rotational assignments.

The internship program is not intended to adversely affect promotional, training and developmental opportunities of employees in the OPSEU bargaining unit.

The parties hereby agree as follows:

1. This agreement is intended to facilitate the implementation of the Corporate Internship Program within the OPS.
2. For the duration of this agreement the Crown will recruit for the Ontario Internship Program in total, up to one hundred and fifty (150) (with no obligation to reach this number) post secondary graduates each fiscal year. The nature of the work performed in the individual rotational assignment will determine whether the intern falls within the scope of OPSEU, AMAPCEO or Management/Excluded.

3. Interns will be hired by MBS on unclassified contracts for a period of up to two (2) years. Compensation will begin at the appropriate entry level rate for interns and reflect the developmental and training nature of the rotational assignments.
4. As training opportunities, the internship appointments will not be considered as vacant or new positions which otherwise require posting in accordance with the collective agreement.
5. The Parties agree that Article 31A.15 of the Collective Agreement does not apply to the internship assignments or interns.
6. Each year, the Employer will advise OPSEU of the internship assignments that the Employer has identified as being excluded from the bargaining unit. Where new assignments are considered, the Employer will advise OPSEU in a timely manner.
7. **The Employer agrees to report the total number of interns to the Central Employee Relations Committee (CERC) quarterly.**
8. The Employer agrees to consult with OPSEU through the Central Employee Relations Committee on issues which arise through the implementation and operation of the Corporate Internship Program.
9. Internship assignments will not:
  1. Include the non-trivial work of an OPSEU employee in the work unit who has been designated surplus or an OPSEU position that has been abolished in a work unit within the preceding 24 months.
  2. Be in work units under pre-notice of layoff under Article 20A or Article 20B. When a pre-notice occurs within the work unit, any intern in the work unit will be reassigned.
  3. Substitute for the recruitment of an OPSEU position.
  4. Adversely affect direct assignment/recall opportunities of employees in the bargaining unit.
- 10.1.1 Disputes that arise respecting this agreement and the exclusion of internship assignments shall be resolved by mediation/arbitration in an expeditious and informal manner without prejudice. The mediator/arbitrator shall have all powers of an arbitrator under the Crown Employees Collective Bargaining Act.

- 10.2 The parties shall appoint a mediator / arbitrator from the following list:  
Ken Petryshyn  
Loretta Mikus  
Deborah Leighton
- 10.2.1 If the parties are unable to settle the dispute in mediation, the mediator/ arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the dispute by arbitration.
- 10.2.2 When determining the dispute, the mediator/arbitrator may limit the nature and the extent of evidence and submissions and may impose such conditions that he or she considers appropriate.
- 10.2.3 The mediator/arbitrator shall be requested to make a decision within five days, but no later than ten (10) days after completing proceedings on the dispute submitted to arbitration.
- 10.3 The fees and expenses of the mediator/arbitrator shall be divided equally among the parties.
11. The term of this agreement shall continue from the date of signing until the expiry of the OPSEU Collective Agreement, December 31, 2008.

Signed at Toronto this 13th day of September 2002.

For the Employer

For the Union

**LETTER OF UNDERSTANDING**

**between**

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

**and**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
"the Union"**

IN THE MATTER OF Certain Pension Issues

The Parties have agreed to certain understandings regarding pension matters, as follows:

It is understood that, while pension issues are bargainable, the Sponsorship Agreement, the Pension Plan, the Trust Agreement, and any other ancillary documents concerning the Pension Plan do not form part of the Collective Agreement.

Signed this 24th day of June, 2005

ENHANCED RECRUITMENT INITIATIVE PROGRAMME

MEMORANDUM OF AGREEMENT OF EQUAL OPPORTUNITY

Between

THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD SECRETARIAT)  
("The Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
("OPSEU")

3.b.

WHEREAS the parties agree that all members of the public in Ontario should have equal opportunity in consideration of employment;

AND WHEREAS the parties agree to identify and remove barriers to equal opportunity with the Ontario Public Service ("OPS");

AND WHEREAS the parties recognize that women, aboriginal persons, persons with disabilities, visible minorities and francophones may face barriers to employment in Ontario ("the Five Community Groups");

AND WHEREAS the parties agree that access to competition by members of the Five Community Groups should be strengthened;

AND WHEREAS the parties have completed a one-year pilot project to enhance access to competition for the members of the Five Community Groups;

AND WHEREAS a purpose of these measures, is through recruitment, to reflect in the OPS the increasing diversity of the population of Ontario while recognizing the employer's commitment to the principle of merit;



THEREFORE, the parties agree as follows:

1. The parties hereby create a project, the Enhanced Recruitment Initiative Programme (“ERIP”), designed to forward the goals described above.
2. The ERIP is triggered where 5 or more full-time permanent vacancies are posted for a specific OPSEU bargaining unit job (“the Multiple Vacancy Opportunity”).
3. OPSEU will be provided with advance notice of each Multiple Vacancy Opportunity. Once OPSEU has received such notice, and within 5 working days of receipt of such notification, OPSEU will identify to the Employer which, if any, of the five Community Groups should be omitted from ERIP.
4. The ERIP will focus on Multiple Vacancy Opportunities available for:
  - (i) opportunities for unclassified employees to become classified employees;
  - (ii) opportunities for external candidates to join the OPS.

OPSEU shall designate a person as its ERIP Coordinator for the purposes of this Memorandum.

5. The Employer will designate an MBS Administrator for the purpose of this Memorandum.
6. The role of the OPSEU Co-ordinator will be to provide information and advice to the Employer on whether certain of the Five Community Groups need not to be targeted with respect to a particular Multiple Vacancy Opportunity and shall provide information and advice regarding the appropriate advertising content and forum in which advertisements should be placed so that they are likely to come to the attention of the members of the relevant Five Community Groups in any particular area for a particular Multiple Vacancy Opportunity.
7. The MBS Administrator will receive the advice and opinion of the OPSEU Co-ordinator, as described in paragraph 7 above, and will consider, in good faith, those opinions and advice. This term in no way limits the job duties or responsibilities of the OPSEU Co-ordinator, which are within OPSEU’s discretion but are not subject to the terms of this agreement.
8. Whenever there is a Multiple Vacancy Opportunity, the MBS Administrator will advise the OPSEU Co-ordinator of the initiatives taken, if any, under the ERIP and, following job competitions for Multiple Vacancy Opportunities, will provide the OPSEU Co-ordinator with the names of the successful candidates

within one week of the award of each position within the Multiple Vacancy Opportunity.

9. The parties agree to discuss broad issues relating to the application of this Agreement at the Central Employee Relations Committee.
11. This Memorandum expires on the expiry of the Collective Agreement.

Dated this 13th day of September 2002.

For the Union

For the Employer

## RECOGNITION FUND

May 5, 2002

Leah Casselman  
President  
OPSEU

Dear Ms Casselman:

**Re: Recognition Fund**

*H.A.B.*

This will confirm our advice during negotiations that the Employer has established a process, across all ministries to provide recognition for outstanding achievement and, in addition, will now establish a fund for that same purpose.

One purpose of the fund will be to promote the Ontario Public Service as a valued career opportunity for university and college students, members of the public and peers and to reward employees for matters such as:

- a) recognition by peers and/or supervisors for a job well done;
- b) recognition by members of the public for a job well done;
- c) dedication to the task at hand.

As part of this program, a system of cash awards will be set up for this purpose, and it is understood that these will be available to employees throughout the OPS, including OPSEU-represented employees. It is agreed that the Employer will review the criteria for distributing the awards to OPSEU-represented employees with the Central Employee Relations Committee (CERC), prior to implementation.

Yours truly,

Kevin Wilson  
Assistant Deputy Minister  
Human Resources Division

## INNOVATION FUND

May 5, 2002

Ms Leah Casselman  
President  
OPSEU

Dear Ms Casselman:

**Re: Innovation Fund**

11.0.3.

It is widely recognized that fostering a climate of innovation within an organization contributes to organizational health and can make for more rewarding careers for employees. In addition, employee experience is a significant resource for promoting better business solutions that respond to public need.

In recognition of this, I can confirm our advice during negotiations that the Employer will establish a program to foster innovation across the Ontario Public Service and to support, recognize and reward the effort of employees in the development of innovative solutions to the wide variety of operational issues and problems facing the OPS. To support the program, the employer will establish a fund to reward employees for matters such as:

- a) the initiation, development and/or implementation of innovative workplace solutions that are of significant value to the Ontario Public Service;
- b) the creation and advancement of workplace procedures and best practices that are of significant value to the Ontario Public Service;
- c) other innovative developments of a similar nature.

As part of the program, a system of cash awards will be set up for this purpose, and it is understood that these will be available to employees throughout the OPS, including OPSEU-represented employees. It is agreed that the Employer will review the criteria for distributing the awards to OPSEU-represented employees with the Central Employee Relations Committee (CERC), prior to implementation.

Yours truly,

Kevin Wilson  
Assistant Deputy Minister  
Human Resources Division

**UNCLASSIFIED SENIORITY  
CORRECTIONAL INSTITUTIONS, YOUTH JUSTICE FACILITIES,  
PROBATION AND PAROLE, PAROLE OFFICES AND OAKRIDGE**

May 5, 2002  
Revised: June 24, 2005

Ms. Leah Casselman,  
President,  
OPSEU.

Dear Ms. Casselman,

**Re: Seniority for unclassified employees in the Correctional Institutions, Youth Justice facilities, Probation and Parole and Parole Offices and Oakridge.**

This will confirm our agreement reached during negotiations that unclassified employees employed within Correctional Institutions, Youth Justice facilities, Probation and Probation and Parole Offices and Oakridge, shall be entitled to have their service counted towards the accumulation of seniority, based upon 1732.75 straight-time hours or 1912 straight-time, as appropriate, counting as equivalent to one year's service, or pro-rated to the equivalent of less than one year as appropriate. Such seniority may be used, at an institution, facility or office level only, by such an employee for the purpose of competitions, layoffs, and transfers as provided in the collective agreement.

Yours very truly,

Elizabeth McKnight  
Director, Corporate Labour Relations

**CONVERSION  
PART-TIME UNCLASSIFIED**

May 5, 2002

Ms. Leah Casselman,  
President,  
OPSEU

Dear Ms. Casselman,

**Re: Conversion of part-time unclassified employees**

This will confirm that the parties will initiate discussions, as soon as possible after ratification, to set up a process regarding the potential conversion of part-time unclassified employees to Regular Part-Time classified status. The parties will take into account the feasibility of such conversions, based on factors such as the regularity of working patterns, the scheduling needs of the Employer, the numbers of employees required, and similar factors.

Yours very truly,

Elizabeth McKnight,  
Director, Corporate Labour Relations

**SALARIES - UNCLASSIFIED**

May 5, 2002

Ms. Leah Casselman,  
President,  
OPSEU

Dear Ms. Casselman,

**Re: Unclassified employees – salaries**

This will confirm our understanding reached during negotiations that where an unclassified employee progresses to the maximum rate of a classification, the employee will be eligible for the additional amounts specified in the new article UN16.2 contained in the Unified collective agreement.

Yours very truly,

Elizabeth McKnight,  
Director, Corporate Labour Relations

**TERM CLASSIFIED POSITIONS**

May 5, 2002

Ms. Leah Casselman,  
President,  
OPSEU

Dear Ms. Casselman,

**Re: Term Classified Positions**

This will confirm our understanding reached during negotiations that, with the exception of Term Classified positions which have been converted from unclassified positions **and** positions arising from work formerly performed by persons retained on a fee-for-service basis, the Employer will employ no more than seven hundred (700) Term Classified employees within the OPSEU bargaining units at any one time during the term of this collective agreement.

This will also confirm that, during the term of this collective agreement, of the information supplied to the CERC under article 30.11, the Employer will specifically identify Term Classified positions within the OPSEU bargaining units which have been converted from unclassified positions and positions within the OPSEU bargaining units arising from work formerly performed by persons retained on a fee-for-service basis during the previous quarter.

Yours very truly,

Elizabeth McKnight,  
Director, Corporate Labour Relations



May 5, 2002

Ms. Leah Casselman  
President  
OPSEU

Dear Ms. Casselman,

**Re: Benefit Plan**

This will confirm our advice during negotiations that the Employer will initiate a tender of the Benefit Plan during the term of the collective agreement.

Yours very truly,

Kevin Wilson  
Assistant Deputy Minister  
Human Resources Division

June 24, 2005  
MINISTRY EMPLOYEE RELATIONS COMMITTEES

**letter of Understanding**

Mr. Terry Baxter  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

**Re: Ministry Employee Relations Committee**

6 e.4

Dear Mr. Baxter:

During bargaining, the parties have agreed on the value of communications at the local level. To that end, it is agreed that a Ministry Employee Relations Committee will be established within each Ministry, which shall be deemed to be the ERC as referred to in Article 16.2, and the attached model terms of reference may be adopted or adapted as determined by the parties. It is understood that this does not affect the Ministry of Community Safety and Correctional Services, which already has terms of reference attached to the Correctional Bargaining Unit collective agreement.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

## **MINISTRY EMPLOYEE RELATIONS COMMITTEE**

### **TERMS OF REFERENCE**

#### **Purpose**

The parties recognize the value of discussing issues of mutual interest in order to achieve understanding and where required resolution and thus enhance the relationship between Management, the Union and the Employees. It is understood that resolutions reached at these meetings shall respect the rights and entitlements contained in the collective agreement.

#### **Duties Of The Committee**

The committee shall discuss issues as submitted by the parties in sufficient time to allow for proper preparation in advance of the meeting.

Items may be raised at the meeting itself but only for the purpose of being scheduled for discussion at a subsequent meeting, unless otherwise agreed to by the parties.

The committee shall discuss issues that have been referred from the workplace level that have been discussed at that level but have not been resolved.

The committee may refer to the CERC items that have been discussed at this level but remain unresolved.

The committee will establish a timeframe within which to respond to an agenda issue discussed at a meeting. In determining a timeframe the parties shall consider the complexity of the issue and allow sufficient time to investigate and respond. In the event that the parties cannot determine a timeframe, a response must be given within thirty (30) working days from the date of the meeting at which the issue was discussed.

An agenda as developed by the Co-chairs shall be circulated to the members of the committee at least three (3) working days in advance of the date of the meeting.

At the conclusion of the meeting the Co-chairs shall ensure that draft minutes of the meeting are prepared and circulated to the members of the committee within ten (10) working days from the date of the meeting. These minutes shall be signed by the Co-chairs who authorize them for distribution. The signed minutes will be posted on the Ministry's intranet and on the Union's website.

## **Composition**

There shall be up to five (5) members from the Union, which may include an OPSEU staff representative, and an equal number from Management.

Other resources can join a meeting to discuss a particular item on the agenda.

## **Chairs**

The committee shall have Co-chairs, one from management and one from the union who will ensure the following:

- Schedule meetings
- Develop an agenda
- Ensure that minutes are prepared by the Ministry and released in a timely fashion
- Alternate as chairs of a meeting. It shall be the responsibility of the Chair to ensure that discussion proceed in a manner that allows full discussion of the views of the members in an atmosphere of dignity and respect.

## **Frequency Of Meetings**

There shall be at least four (4) meetings per calendar year.

Other meetings may be scheduled with the agreement of the Co-chairs.

## **Time Off**

Union members of the committee shall have the time spent traveling to scheduled meetings, and the time spent at the joint meetings of the committee with no loss of regular pay, seniority and credits.

**Letter of Understanding**

Mr. Terry Baxter  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

**Re: Workload Issues**

Dear Mr. Baxter:

This will record certain understandings reached during collective bargaining.

The Union has advised that workload issues are of concern to some employees in the bargaining unit, and that there have been some innovative joint solutions that have been discussed and addressed through dialogue between the parties.

Thus, the parties have agreed on the following principles:

- a) If an employee or employees have a concern(s) regarding workload, it should first be discussed with the appropriate manager;
- b) If the issue remains unresolved, the Union may raise it at the appropriate MERC;
- c) The parties recognize that open and candid dialogue and a mutual commitment to building trust will go a long way to the resolution of the issues that arise.
- d) While the parties understand that the MERCs, as a part of their mandate, will monitor and attempt to resolve specific workload issues, such issues shall remain at the MERC and shall not be referred to the CERC.
- e) Where service delivery crosses more than one Ministry, the affected MERCs will form a working group to resolve workload issues. Where necessary, the CERC may be called upon to assist in the establishment of the working group.

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It is understood that this letter is to be read in conjunction with Article 16 (Local and Ministry Negotiations).

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

**June 24, 2005  
ARTICLING STUDENTS**

**Letter of Understanding**

Mr. Terry Baxter, Chief Negotiator  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

**Re: Articling Students**

Dear Mr. Baxter,

This will confirm our understanding arrived at during collective bargaining that, effective the date of ratification, any articling student hired from and after that date will not be included within the OPSEU bargaining unit, but will instead be covered by the ALOC/OCAA Framework Agreement.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

**MEMORANDUM OF AGREEMENT**

**Between**

**The Crown in Right of Ontario  
(represented by Management Board of Cabinet)  
(hereinafter referred to as "the Employer")**

**- and -**

**MINISTRY OF ATTORNEY GENERAL  
(hereinafter referred to as "the Ministry")**

**- and -**

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
(hereinafter referred to as "the Union")**

**Re: Court Support Services of the Ministry of Attorney General, and  
Appendix 25 of the OPSEU Collective Agreement**

**PREAMBLE**

The parties recognize that the majority of irregularly scheduled, unclassified court support staff employed by the Ministry of Attorney General are not regular part-time (RPT) as defined in the Collective Agreement, and,

The parties recognize and value the service and contribution of the unclassified court support staff, and,

The parties have a mutual interest in developing flexible part-time (FPT) classified positions in order to better attract and retain skilled, trained and experienced employees, and,

The parties have engaged in joint efforts to facilitate the establishment of this new flexible, part-time model which confers classified status and an evaluation of a Pilot Project was conducted and it was determined that overall the key stakeholders,



including managers, employees and the Local Employee Relations Committee were supportive of the initiative, and,

The parties recognize that prior to the introduction of this new staffing model to eligible Ministry bargaining unit employees, the employer needs to create and implement systems, and test new systems and processes, in order to ensure it has the capacity to manage the scheduling and assignment of staff in accordance with a part-time, annualized-hours model, and,

The parties recognize and support the need for developing processes which recognize relative and internal equity among individual employees and ensure that employees are accorded neither advantage nor disadvantage relative to any prospective or applicable “roll-out” dates determined for their worksites or regionally, and,

The parties, after being engaged in the Pilot Project, referred the outstanding issues to the Central Table to be negotiated in collective bargaining, therefore,

Pursuant to Article 16 and Appendix 25 of the OPSEU Collective Agreement, and without precedent or prejudice to any other matter, the parties hereby agree to the following:

### **SECTION I - APPLICATION**

This Memorandum of Agreement (hereinafter referred to as the “Agreement”) applies to irregularly scheduled unclassified court support staff (hereinafter referred to as “Staff”) employed by the Court Services Division of the Ministry.

The Staff include unclassified Court Clerks, Court Registrars, Court Monitors, Court Reporters and Court Service Officers.

The parties agree that this Agreement shall facilitate the implementation of the flexible part-time model.

It is agreed that the Ministry will convert those employees who in the year prior to the execution of this Agreement have worked between seven hundred and twenty (720) and one thousand and five hundred (1500) hours, and who still remain on staff, to flexible part-time status. For greater clarity, the one-year period is the twelve (12) months immediately preceding the date of ratification.

Those employees converted shall be considered to be flexible part-time employees as dealt with in this Agreement and shall have classified status and the rights and benefits as described in this Agreement.

While it is the intention of the Ministry to convert the unclassified employees to classified status as quickly as possible, it is understood that the employees shall be

converted to flexible part-time status by the Ministry no later than October 1, 2006 dependant upon the development, testing and implementation of management systems as set out in paragraph 5 of the preamble. It is understood that this date is also dependant upon the actual assessment of circumstances in individual locations and courthouses, and some variation may be unavoidable.

## **SECTION 2 - AVERAGING HOURS MODELS**

### **Categories of Annual Hours:**

Employees shall be assigned to one of the following categories of annual hours. However, these annual hours categories have been established based on historical data and may need to be revised in consultation with the Union as a result of implementation.

- Category 1: a minimum of 720 hours per annum;
- Category 2: a minimum of 1000 hours per annum;
- Category 3: a minimum of 1200 hours per annum;
- Category 4: a minimum of 1400 hours per annum;
- Category 5: a minimum of 1500 hours per annum.

Note: It is agreed that Category 1 shall, in any event, not be altered.

### **Hours Worked Over Annual Requirement:**

In addition to the minimum number of hours provided in an employee's assigned annual hours category, the Ministry may assign additional overage hours **up** to 10 percent (10%) of employees' assigned annual hours category. All hours worked prior to reaching the ten percent (10%) above threshold will be paid at straight time.

At the end of the averaging period, any excess hours standing to the employee's credit over and above the 10% overage will be considered overtime.

## **SECTION 3 - ASSIGNMENT TO ANNUAL HOURS CATEGORIES**

It is understood that assignment of employees to annual hours categories shall be determined by the Ministry, by taking into account factors such as courtroom utilization hours, employees' historical unclassified hours of work (exclusive of training hours) and employer's operational needs.

An employee's total number of recorded unclassified hours shall be taken into account by the Employer as a factor when an employee is transferred *to* a different annual hours category.

The first year of implementation will require a joint review that may give rise to minor staffing adjustments.

The parties shall establish a joint committee consisting of four representatives from each of the Employer and the Union.

This committee is established for the sole purpose of assisting the Ministry in assigning employees to the hours tiers and the consultations contemplated under Section 2.

**SECTION 4 - APPLICABLE COLLECTIVE AGREEMENT PROVISIONS**

The parties agree that only the following articles of the Collective Agreement will be applicable to the new FPT model, and no other articles apply unless specifically agreed: Articles 1, 2, 3, 4, 5, 8, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, 28, 29, 45, 56.4, 60, 64, 65, 66, 67, 68, 69, 72, 74, 75, 76, 77, 78, 79, 80, UN 7.

The waiting period shall be waived for benefit provisions, subject to the provisions of the benefit plans.

**ANNEX 5 - COLLECTIVE AGREEMENT SUBJECT TO FURTHER REVIEW**

It is understood that certain additional provisions may apply, and the parties shall review their applicability and make a final determination within a period of six months from the date of ratification.

**SECTION 6 - DISPUTE RESOLUTION PROCESS**

The Ministry and the Union agree to appoint an equal number of representatives to a joint committee to facilitate the conversion and to resolve disputes stemming from the implementation or administration of the FPT model.

If the parties are unable to settle the dispute at the joint committee level, the dispute shall be resolved in mediation/arbitration in an expeditious and informal manner without prejudice. The mediator/arbitrator shall have all powers of an arbitrator under the *Crown Employees Collective Bargaining Act*. The mediator/arbitrator shall have no power to act as an interest arbitrator or to alter or amend any provision of this agreement.

The parties shall appoint a mediator/arbitrator from the following list:

- |              |                 |
|--------------|-----------------|
| Gerry Lee    | Felicity Briggs |
| Louisa Davie | Rob Herman      |
| Paula Knopf  |                 |

If the parties are unable to settle the dispute in mediation, the mediator/arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the dispute by arbitration.

When determining the dispute, the mediator/arbitrator may limit the nature and the extent of evidence and submissions and may impose such conditions that he or she considers appropriate.

The mediator/arbitrator shall be requested to make a decision within five (5) days, but no later than ten (10) days after completing proceedings on the dispute submitted to arbitration.

The fees and expenses of the *mediator/arbitrator* shall be divided equally among the parties.

### **SECTION 7 – ADDITIONAL REPORTING ALLOWANCE**

Where an employee reports for work at his or her scheduled starting time and work is not available, or the work is less than two (2) hours, he or she shall receive two (2) hours' credit towards his or her annual assigned hours.

This 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.

Where the employee has been directed to return to work on the same day and there is no work or less than two (2) hours **of work**, he or she shall receive an additional two (2) hours' credit towards his or her annual assigned hours.

### **SECTION 8 - DURATION AND RENEWAL**

This Agreement shall be effective as of the date of ratification of the collective agreement, and shall have no retroactive effect. This would have no effect on pension buyback.

It is understood that this agreement shall be considered part of the collective agreement.

Dated this 24th day of June, 2005.

For the union:

For the Employer:

June 24, 2005  
UNCLASSIFIED EMPLOYEES

**Letter of Understanding**

**Unclassified Category of Employee**

The Employer commits to undertake research on current OPS practices as well as practices in other jurisdictions and sectors to better inform our decision-making.

The Employer commits to beginning its review within 30 days of ratification of the collective agreement and to complete the review within a year of ratification. The Employer further commits to sharing information from its research, including recommendations for action, with the Union.

Our goal is to reduce the gap between current practices regarding the unclassified workforce and more appropriate levels.

As an indication of its commitment to the above goals, and pending the implementation of longer term strategies, the employer undertakes to provide the union with the percentage of the OPSEU bargaining unit, effective April 1, 2005, which is made up of unclassified employees. The employer will reduce this percentage, on a year over year basis, for each year of this collective agreement and will provide the union with the percentage figure for April 1 of each year of the collective agreement for the purposes of substantiating that the percentage of unclassified employees has been reduced.

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

**Letter of Understanding**

Mr. Terry Baxter, Chief Negotiator  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

**Re: Classification System**

Dear Mr. Baxter,

This will confirm certain understandings reached during collective bargaining regarding the classification system.

Both parties recognize that the current classification system is outdated and requires revision. Previous attempts to design a new system have been unsuccessful, and it is recognized that any such undertaking, because of its size and complexity, must be addressed with a large measure of care, deliberation and commitment.

Both parties recognize that the OPS Pay Equity Plan must be maintained, and that all work should be valued on the basis of skill, effort, responsibility and working conditions.

With these principles in mind, the parties agree to the following:

**Development and Testing**

1. As soon as possible and not less than four months after ratification, the Employer shall retain a consultant to advise and assist in developing a work plan for the design, development and implementation of a gender-neutral new classification system for each bargaining unit, and develop two pay equity plans, one for each bargaining unit. Provided that the Union agrees to abide by the Employer's procurement rules, the Union shall be entitled to have input into the selection of the Consultant. The parties shall attempt to come to consensus regarding the selection of the Consultant, failing which the Employer shall make the selection.

## Joint Working Group (JWG)

2. Within one month of ratification, the parties will establish a Joint Working Group, consisting of three (3) persons appointed by each party, to:
  - a. Provide input and recommendations into the design of the job evaluation systems (JES) and workplan;
  - b. Review and identify job classes with a view to the definition of job class in the Pay Equity Act. The JWG shall make every effort to complete this work within four months of ratification;
  - c. Identify benchmark jobs and develop a testing process with the Consultant;
  - d. Review and provide input into job descriptions for the benchmark jobs prepared by the Employer;
  - e. Review and test the systems recommended by the Consultant;
  - f. Provide input into the customization of the systems based on the testing results;
  - g. Assess methods of ensuring pay equity compliance, including a pay equity maintenance process.
3. It is understood that the joint working group shall not deal with any salary issues.
4. The parties shall attempt to reach consensus on the final design of the JES, and will make every effort to complete the development and testing of the new systems within eight months of hiring the consultant.
5. The parties may agree to use a facilitator to assist the Joint Working Group in identifying, reviewing and addressing various issues.
6. Should the parties not reach consensus, either party may proceed with whatever steps are required to ensure compliance with the *Pay Equity Act*.
7. The Employer agrees to release two (2) employees in the bargaining unit for a period of up to twelve (12) months, with no loss of regular pay or credits, for the purpose of participation on the Joint Working Group. This period may be extended by mutual consent.

## **Job Information Gathering and Job Evaluation**

8. After testing and customization of the systems, the Employer will prepare generic job descriptions from input gathered from a sample group of incumbents in benchmark job classes, to cover the work of each job class, and shall initiate the evaluation of jobs and job classes based on the new systems.
9. The Employer undertakes to make every effort to complete the development and evaluation of generic job descriptions for all job classes in the two bargaining units within the term of the Collective Agreement.
10. The parties shall first address pay equity requirements, and shall then proceed to discuss the application of the JES to all job classes in the two bargaining units.

## **General**

11. Nothing in this agreement should be interpreted as management waiving its rights to manage the classification system. Similarly, nothing in this agreement should be interpreted as waiving the legal rights of the Union and employees.

## **Joint System Subcommittee - JSSC**

12. To assist in addressing the current backlog of classification grievances, the Employer will agree to release two (2) employees in the bargaining unit for a period of twelve (12) months, with no loss of regular pay or credits, for the purpose of assisting in having the current backlog dealt with by the JSSC. The parties undertake to expedite the consideration of all outstanding classification grievances by the JSSC as soon as possible, and will cooperate to ensure that this is done.

To this end the committee will:

- a. first review and finalize a list of all grievances received by the Employer up to the date of ratification, and group similar grievances together;
- b. ensure grievances reviewed by the committee are valid classification grievances; grievances requiring changes to class standards or the job evaluation system as a remedy will be referred to the Joint Working Group of the Job Evaluation project and as such will be considered closed;
- c. establish within thirty (30) days of the first meeting, a schedule for the review of all classification grievances for the finalized list for the backlog; to be reviewed within twelve months of the first meeting.



13. The parties agree to the appointment of Gerry Lee as a mediator to assist in expediting consideration of the outstanding disputes and in resolving them.
14. The parties agree to a moratorium on any new classification grievances or complaints during the term of the collective agreement.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

**Memorandum of Settlement**

Whereas the union filed a policy grievance, #2004-0999-019, related to the provision of Insulin Pumps and Supplies;

And Whereas the Employer has agreed to provide the services set out in new article 39.2.17 and 67.2.17

Therefore the parties agree that the addition of the new article to the collective agreement addresses all issues arising out of the policy grievance and the union agrees to withdraw the grievance.

For the Employer

For the Union

June 24, 2005  
REASONABLE EFFORTS COMMITTEE – DS FACILITIES

**Letter of Understanding**

Mr. Terry Baxter  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

**Re: Reasonable Efforts Committee – DS Facilities**

Dear Mr. Baxter:

This will confirm that the parties will, as soon as possible after ratification, establish a reasonable efforts committee with respect to the closures of Huronia Regional Centre, Rideau Regional Centre and Southwestern Regional Centre. The committee shall explore and make recommendations with respect to opportunities for employment both within and outside the Ontario Public Service for employees affected by the closures.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

## PAY EQUITY ADJUSTMENTS

3.C

The following adjustments are effective July 1, 2004. These adjustments shall be applied prior to any across the board increases.

<u>Classes:</u>	<u>Add to each step:</u>
Cartographic Technician 1, 2, 3	90¢ ninety cents
Dental Assistant	89¢ eighty-nine cents
Hairdresser	92¢ ninety-two cents
Lab Attendant 1, 2	10¢ ten cents
Operator 1, 2, 3, 4 Microfilm	90¢ ninety cents
Pharmacy Technician 1, 2	90¢ ninety cents
Psychometrist 1	
January 1, 2005	54¢ fifty-four cents
January 1, 2006	\$1.40 one dollar and forty cents

It is agreed that these adjustments resolve any pay equity issues to date.

2.60

# **THIS COLLECTIVE AGREEMENT**

made on the 31st day of August, 2005

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**

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## **PART A - WORKING CONDITIONS**

### **ARTICLE COR1 – RECOGNITION**

- COR1.1 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 Correctional Bargaining Unit. The Correctional Bargaining Unit consists of all employees contained in the Correctional Bargaining Unit as described in Article 1.1 of the Central Collective Agreement, and such description is deemed to be incorporated in this collective agreement.
- COR 1.2 For greater certainty, such employees include classified, term classified, unclassified employees, students, GO Temps, and such other employees as may be mutually agreed.
- COR1.3 For greater certainty, this agreement shall apply to the employees in the Correctional 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 COR2 - HOURS OF WORK**

- COR2.1 SCHEDULE 3 and 3.7

cc  
a  
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a.a.

The normal hours of work for employees on these schedules shall be thirty-six and one-quarter (36¼) hours per week and seven and one-quarter (7¼) 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 (36¼) 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 ministries.

### **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%) 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 ministries' 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%) 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 (CallBack).

- 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 March 27, 1999, an employee shall receive a shift premium of one dollar (\$1.00) 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 one dollar (\$1.00) per hour premium shall be paid for all hours worked.

11. C. 2. COR6.1.2 Effective March 27, 1999, an employee shall receive a shift premium of one dollar and fifty cents (\$1.50) 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 one dollar and fifty cents (\$1.50) per hour premium shall be paid for all hours worked.

COR6.1.3 Effective June 24, 2005, a premium of three dollars (\$3.00) per hour shall be paid for all hours that commence on or after seven o'clock p.m. Friday, and end on or before seven o'clock a.m., Monday.

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 excluding mutually agreed shift exchanges approved by the employer.

COR6.5 Notwithstanding Article 15 (Central Agreement), the premium provided for under Article COR6.1.3 shall be payable in addition to any premium payable under Article COR6.1.1 or COR6.1.2, as the case may be.

## **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 (1½) 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 (7¼) 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 (7¼) hours or eight (8) hours as applicable, shall receive compensating leave of one and one-half (1½) 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 (1½) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36¼) 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 (1½) times his or her basic hourly rate.
- COR9.2 Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a "call back to work" but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of four (4) hours' of pay at one and one-half (1½) times his or her basic hourly rate. The initial call and any subsequent calls during that same four-hour period, will be treated as a single "call back to work" for pay purposes.

## **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 (½) 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.

(11c.5)

## ARTICLE COR12 - MEAL ALLOWANCE

- (9.d)
- 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 ten dollars (\$10.00) 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

(a.c.b)  
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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 (7¼), 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 (7¼) or eight (8) hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter (7¼) 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.

## **ARTICLE COR14 - INDEMNIFICATION**

### **COR14.1.1 LEGAL INDEMNIFICATION**

Subject to the other provisions of this Article:

- COR14.1.2 An employee charged with but found not guilty of a criminal or other federal offence, because of acts done in good faith in the performance of his/her duties as an employee, shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charges;
- COR14.1.3 An employee charged with but found not guilty of a provincial offence, because of acts done in good faith in the performance of his/her duties as an employee, shall be indemnified for up to five thousand dollars (\$5,000) of the necessary and reasonable legal costs incurred in the defence of such charges;
- COR14.1.4 Where an employee is a defendant in a civil action for damages arising out of acts done in good faith in the performance of his/her duties, and a government lawyer (or in the case of an insured claim, counsel retained by the insurer) determines he/she is unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action, if the employee is not found to be liable. Any legal costs which are recovered by the employee in the action shall be deducted from the reimbursement; and
- COR14.1.5 Where an employee's conduct has been called into question in the course of a Public Inquiry or a Coroner's Inquest and the employee was acting in good faith in the performance of his/her duties and counsel acting on behalf of the Employer determines he/she is unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action.



- COR14.2.1 Employees shall not be indemnified for legal costs arising from:
- COR14.2.2 Grievances or complaints under the Collective Agreement between the Employer and the Union or under the *Public Service Act*; or
- COR14.2.3 The actions or omissions of employees acting in their capacity as private citizens; or
- COR14.2.4 Investigations and complaints under the Employer's Workplace Discrimination and Harassment Prevention Policy.
- COR14.3.1 For the purposes of COR14.1.2 and 14.1.3, an employee:
- COR14.3.2 Shall be deemed to have been found not guilty where: he/she is finally acquitted; the charges are withdrawn; or he/she is discharged following a preliminary inquiry; and
- COR14.3.3 Shall be deemed to have been found guilty where: he/she is given an absolute or conditional discharge; or he/she subsequently is found guilty of, or pleads guilty to other charges arising out of the same incident(s).
- COR 4.4.1 Applications for approval for legal indemnification shall be made in writing to the Deputy Minister, as soon as the employee is aware of a legal proceeding in which he/she requires legal representation.
- COR 4.4.2 Legal costs incurred prior to approval for legal indemnification will only be reimbursed where the Employer is satisfied that it was not possible in the circumstances for the employee to obtain prior approval and that the application for approval was made at the earliest opportunity.
- COR14.4.3 The employee shall enter into a written retainer agreement with counsel retained by the employee. The form and substance of the retainer, including the terms and conditions of the agreement, shall be subject to the approval of the Employer.
- COR14.4.4 Any account submitted by counsel retained by the employee is subject to review and approval of the Employer. In the event the Employer does not approve the actual costs disclosed on the account, the employee may have the account assessed on a solicitor and client basis by a court assessment officer. The Employer will reimburse the employee for the fee charged to the employee for filing a request for an assessment with a court assessment officer.

- COR14.5.1 For the purposes of this Article:
- COR14.5.2 The legal costs shall be deemed to have been incurred by the employee notwithstanding that the employee may have received financial assistance from the Union in respect thereof or that the Union paid or incurred the expenses directly; and
- COR14.5.3 “Employees” shall include a former employee or his/her estate where the charge and/or action arose out of a situation that occurred while the former employee was still an active employee of the employer.
- COR14.6.1 Any disputes regarding the granting of legal indemnification shall be resolved by way of grievance subject to the following:
- a) Any finding of guilt in a statutory offence proceeding, or
  - b) Any finding of liability in a civil action for damages
- Shall be determinative of the issue of guilt or liability for the purpose of any grievance proceeding in relation to this Article.
- COR14.7 For the purposes of this Article, a reference to an Act shall be deemed to include any Act that in the future is enacted in place of the Act referred to in this Article.
- COR14.8 Any compensation for legal costs incurred under this article shall be based on a maximum hourly rate of one hundred and ninety-two (\$192.00) per hour, and the hourly rate of one hundred and ninety-two (\$192.00) per hour, shall be the maximum amount that shall be reasonable and necessary for the purposes of this article. Despite the language of any retainer which may be submitted by the employee, or approved by the employer, the employer shall only be liable for up to a maximum of one hundred and ninety-two (\$192.00) per hour.

## **PART B - REGULAR PART-TIME CIVIL SERVANTS**

### **ARTICLE COR15 - OVERTIME**

- COR15.1.1 “Overtime” means an authorized period of work, calculated to the nearest half-hour, and performed in excess of seven and one-quarter (7¼) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day
- COR15.1.2 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.
- COR15.2.1 Employees in classifications assigned to Schedules 3,7 and 4,7 who work authorized overtime shall be paid at one and one-half (1½) times the basic hourly rate.
- COR 5.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- COR 5.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1½) 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.
- COR15.4 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.
- COR 5.5 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.
- COR 5.6 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 COR16 - STAND-BY TIME**

- COR16.1 “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.
- COR16.2 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.
- COR16.3 Where stand-by is not previously authorized in writing, payment as per Article COR16.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- COR16.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one-half ( $\frac{1}{2}$ ) 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 COR17 – SALARY

COR17.1 (a) All wage rates to be increased across the board as follows:

- January 1, 2005 - 2%
- January 1, 2006 - 2.25%
- January 1, 2007 - 2.5%
- January 1, 2008 - 3%

- (b) The salary rates for all classifications are contained in the Salary Schedule attached.
- (c) Add an additional step on the grid to all CO2's and Youth Workers and Attendant 2-3 Oakridge within the Correctional Bargaining Unit, such step to be three percent (3%) above the current highest step in the classifications - effective January 1, 2005 and as per attached salary step grid.
- (d) Effective January 1, 2005 increase the maximum rate for each of the following classifications by one-half percent (0.5%);

- 50090 Attendant 1, Oak Ridge
- 50096 Attendant 4, Oak Ridge
- 51218 Cannery Supply Officer
- 51219 Cannery Supply Officer, Grp Ldr
- 50553 City Crew Officer
- 93008 Correctional Locksmith
- 50561 Correctional Officer 1
- 50565 Correctional Officer 3
- 93009 Grounds/Maintenance Worker
- 07556 Hairdresser Instructor
- 50550 Industrial Officer 1
- 50552 Industrial Officer 2
- 50554 Industrial Officer 3
- 09480 Obser & Deten Home Worker 1
- 09482 Obser & Deten Home Worker 2
- 09484 Obser & Deten Home Worker 3
- 10170 Probation Officer 1
- 10172 Probation Officer 2
- 10175 Probation Officer 3
- 50540 Provincial Bailiff 1
- 50541 Provincial Bailiff 2
- 50492 Recreational Offr 1, Corr Serv

50494 Recreational Offr 2, Corr Serv  
 50495 Recreational Offr 3, Corr Serv  
 10216 Rehab Officer 1, Correc Serv  
 10218 Rehab Officer 2, Correc Serv  
 40113 Steam Plant Engineer/Officer  
 50515 Supervisor Of Juveniles 1  
 50516 Supervisor Of Juveniles 2  
 07550 Trade Instructor 1  
 07552 Trade Instructor 2  
 07554 Trade Instructor 3  
 50104 Voc Instruct Offr 1, Oak Ridge  
 50106 Voc Instruct Offr 2, Oak Ridge

IMPLEMENTATION

COR17.2 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

**ARTICLE COR18 - TERM OF AGREEMENT**

COR18.1 This Agreement covers the period from January 1, 2005, to December 31, 2008. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be June 24, 2005. 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 31st day of August, 2005, in Toronto, Ontario.

FOR THE UNION:

FOR THE EMPLOYER

Barry Scanlon

Edward Johnson

Robert Curran

Marlane Robertson

Len Mason

Allar Viinamae

David Graves

Eileen Quinn

John Hopkins

Barry Thomas

Glenna Caldwell

Mark Dittenhoffer

---

Joe Wright

Gus Collins

Terry Baxter

Leah Casselman

Mark Levine

## 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%) 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%) hours per week), the ministry must:

- alter the affected employees' salaries proportionately, and
- notify the Corporate Labour Relations/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%) 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  
June 24, 2005

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 Community Safety and Correctional Services and the Ministry of Children and Youth Services and employees working in training schools operated by Ministry of Children and Youth 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
  - 36¼ hour week - \$1.06/hour

Yours truly,

P. Mooney  
Senior Staff Relations Officer

PROBATION OFFICERS' ALLOWANCE

March 29, 1996  
Revised June 24, 2005

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 Community Safety and Correctional Services, and the Ministry of Children and Youth 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 seven (7) 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 seven (7) 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

**MERC Terms of Reference**

**Memorandum of Agreement**

**Between**

**The Ministry of Correctional Services**

**(hereinafter referred to as the Ministry)**

**and**

**The Ontario Public Service Employees Union**

**(hereinafter referred to as the Union)**

**ARTICLE 1 –AUTHORITY**

- 1.1 This Memorandum of Agreement is made under the authority of Article 16 (Local and Ministry Negotiations) of the Central Collective Agreement with respect to Working Conditions and Employee Benefits between the Union and the Crown in Right of Ontario represented by Management Board of Cabinet (hereinafter referred to as the Central Collective Agreement)
- 1.2 This Memorandum of Agreement covers all Ministry employees who are members of the bargaining units as defined in Article 1 of the Central Collective Agreement.
- 1.3 This Memorandum of Agreement cancels and replaces the Memorandum of Agreement dated October 11, 1994 between the former Ministry of Solicitor General and Correctional Services (MSGCS) and the Ontario Public Service Employees Union, including the appendant letter dated May 30, 1997 from Nancy Navkar, Co-chair, CLERC to Barry Scanlon, Co-chair, CLERC, approved by the parties at the MSGCS Ministry Employee Relations Committee meeting on September 3, 1997.

**ARTICLE 2 - MANDATE**

- 2.1 Subject to Article 3 (Exclusions) of this Memorandum of Agreement, the mandate for the Ministry Employee Relations Committee (MERC) and

any Local Employee Relations Committees (LERCs) is to promote and maintain a positive labour relations relationship between the parties. The following are mutual objectives:

- a) The Ministry and the Union will strive to maintain satisfactory working conditions and terms of employment for all employees who are subject to this agreement;
- b) The Union and the Ministry will work to improve and maintain effective communication between the parties;
- c) The Ministry recognizes that its staff are its most valuable resource and that the effective utilization of staff is vital to the effective work of the Ministry;
- d) The Union and the Ministry, recognizing that regular attendance and a positive work environment are significant factors affecting operations, undertake to work co-operatively towards improving both;
- e) The Union recognizes the goals and principles of the Ministry's operations;
- f) The Ministry recognizes the legitimate role of the Union in representing its membership through the ERC process;
- g) The Ministry and the Union will maintain a high degree of individual respect for the personal dignity and integrity of all involved in the ERC process notwithstanding the party they represent;
- h) The Ministry and the Union will endeavour to resolve issues at the front line managerial level prior to the use of the grievance process;
- i) The Union and the Ministry will endeavour wherever and whenever possible to resolve complaints at Stage One and grievances at Stage Two of the grievance procedure;
- j) The Ministry and the Union agree to make reasonable efforts to ensure the continuity or representation at MERC and LERC meetings in an effort to maintain consistency throughout the decision-making process;

The basis of this relationship is found within this Memorandum of Agreement which captures the structural parameters for the Union and the Ministry. In addition, the parties will strive to promote the spirit of agreement and co-operation captured herein.

- 2.2 Where, as a result of discussion under this Memorandum of Agreement, an agreement is reached in any matter of continuing significance, such agreement may be reduced to writing in a Minute of Understanding.



- 2.3 This Memorandum of Agreement, MERC and LERC discussions, meeting minutes, or Minutes of Understanding shall not be subject to mediation or arbitration.
- 2.4.1 This Memorandum of Agreement and any minute of understanding shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding on the Ministry without the approval of the Deputy Minister or his/her nominee, and no agreement shall be binding upon the Union without the approval of the President of the Ontario Public Service Employees Union or his/her nominee.
- 2.4.2 Any minute of understanding negotiated and approved in accordance with subsection 2.4.1 of this Agreement is subject to Article 22 (Grievance Procedure) of the Central Collective Agreement.

It is agreed that alleged violations will be referred to the Ministry Employee Relations Committee for review/resolution prior to any grievance being filed. The Parties agree that time limits may be waived subject to mutual agreement. All grievances filed would be filed as Union or Ministry grievances.

### **ARTICLE 3 - EXCLUSIONS**

- 3.1 It is agreed that the following will not be the subject of any agreement or Minute of Understanding:
- a) any matters specified in Section 4 of the *Public Service Act* (R.S.O. 1990, Chapter P.47) and which are directly controlled by the Civil Service Commission;
  - b) any matters which may involve amendments to legislation or regulations;
  - c) any matters of Ontario Public Service - wide concern (whether or not approval of a Central Agency is required);
  - d) any matters in the Central Collective Agreement, or a Bargaining Unit Collective Agreement with respect to working Conditions and Salaries, except where expressly provided for in the applicable Collective Agreement.
  - e) any matters which might more properly be the subject of a grievance;
  - f) at Local Employee Relations Committees, any matter which is of ministry-wide application;
  - g) at the Ministry Employee Relations Committee, any matter which is of local concern or application where such matter has not first been reviewed and referred by the relevant Local Employee Relations Committee.

## **ARTICLE 4 - MINISTRY EMPLOYEE RELATIONS COMMITTEE (MERC)**

### **4.1      Composition**

- 4.1.1      The Deputy Minister will nominate one (1) senior ministry official to represent the Ministry, and that person may nominate not more than four (4) other senior staff to assist him/her. The Union will designate not more than five (5) bargaining unit members who are ministry employees (one of whom shall be a Probation and Parole Officer representative), or not more than four (4) bargaining unit members who are ministry employees (one of whom shall be a Probation and Parole Officer representative) plus one (1) Union staff representative, to represent the Union.
- 4.1.2      The Committee shall be co-chaired by Ministry and bargaining unit representatives.
- 4.1.3      Both sides will make every reasonable effort to ensure that their representatives reflect the major occupational groups of the Ministry.
- 4.1.4      With the prior agreement of both parties, either party may be accompanied by one or more persons to provide expertise and advice on specific items, or to act as observers or trainees.
- 4.1.5      On the Union side, for education purposes a local Union president or highest ranking local member other than and in addition to the Union team, may, by selection of the Union team, be in attendance at meetings.

### **4.2      Meetings**

- 4.2.1      Meetings of the MERC shall be held not more frequently than once every two months. The places and times for such meetings shall be mutually agreed upon at least six months in advance of any meeting.
- 4.2.2      Notwithstanding Section 4.2.1, additional meetings may be requested in writing by either party, and held upon mutual consent.

### **4.3      Agenda and Minutes**

- 4.3.1      Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least two weeks prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.

- 4.3.2 With mutual consent additional items may be added prior to, or at the meeting.
- 4.3.3 One set of minutes will be produced by the Ministry within fourteen days of each meeting. The minutes will reflect matters discussed and any agreement or disagreement on solutions proposed. Where a matter is deferred, the minutes will reflect which party is responsible for follow-up.
- 4.3.4 The minutes will be signed by a responsible representative of each party authorizing them for distribution.
- 4.3.5 Issues resolved informally by the parties between formal ERC meetings may, subject to mutual agreement, be reflected in the subsequent set of minutes of employee relations committee meetings.
- 4.3.6 The minutes are not binding on either party nor are they subject to the grievance procedure.
- 4.4 Referral of Unresolved Matters
- 4.4.1 Matters, which are not resolved at the MERC, may be referred to the Deputy Minister in accordance with Article 16.3 of the Central Collective Agreement.
- 4.4.2 Matters not resolved under Article 16.3 of the Central Collective Agreement may be referred to the Central Employee Relations Committee.

#### **ARTICLE 5 - LOCAL EMPLOYEE RELATIONS COMMITTEES (LERCs)**

- 5.1 Upon mutual consent, the parties will establish a LERC.
- 5.1.2 The Deputy Minister will nominate one (1) official of the ministry to represent management, and that person may nominate not more than two (2) others to assist him/her. A Human Resources staff official may attend as well to assist the designated official. The Union will designate not more than three (3) bargaining unit members who are ministry employees within the appropriate Local or unit. A Union staff representative may attend as well to assist the bargaining unit members.
- 5.1.3 With the prior agreement of both parties, either party may be accompanied by one or more persons to provide expertise and advice on specific items, or to act as observers or trainees.

- 5.1.4 Notwithstanding the reference to “Local or Unit” in 6.1.2, in probation and parole services the union will designate bargaining unit **members** who are ministry employees in the appropriate Region of the Ministry.
- 5.2 Meetings
- 5.2.1 LERC meetings may be held not more frequently than once every two (2) months at a mutually agreed upon time and place.
- 5.3 Agenda and Minutes
- 5.3.1 Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least two weeks prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.
- 5.3.2 With mutual consent additional items may be added prior to, or at the meeting.
- 5.3.3 One set of minutes will be produced by the ministry within fourteen (14) days of each meeting. The minutes will reflect matters discussed and any agreement or disagreement on solutions proposed. Where a matter is deferred, the minutes will reflect which party is responsible for follow-up.
- 5.3.4 The minutes will be signed by a responsible representative of each party authorizing them for distribution.
- 5.3.5 Issues resolved informally by the parties between formal ERC meetings may, subject to mutual agreement, be reflected in the subsequent set of minutes of employee relations committee meetings.
- 5.3.6 The minutes are not binding on either party nor are they subject to the grievance procedure.
- 5.4 Referral of Unresolved Matters
- 5.4.1 Matters, which cannot be resolved, after all reasonable efforts have been exhausted at the local level, may be referred to the Ministry Employee Relations Committee (MERC) at the request of either party.
- 5.4.2 Notwithstanding Section 5.4.1, it is agreed that informal consultation at the regional level may prove beneficial in resolving matters that have not

been resolved at the LERC level. Consequently, the parties agree that one management and one Union representative from LERC will undertake to jointly consult with the appropriate regional administration on matters that have been resolved at a LERC meeting, where the Regional Director or his/her designee was not present at the meeting. The purpose of this joint consultation is to attempt to resolve matters in dispute so that they will not have to be referred to the MERC. Nothing in this section precludes the direct referral of an unresolved local issue to the MERC where local Union representatives and regional administrators are unable to consult within twenty (20) working days of the LERC meeting at which the issue in dispute was discussed.

- 5.4.3 Where a LERC does not exist for the relevant Local or work unit, matters may be referred directly to the MERC.

#### **ARTICLE 6 - ADMINISTRATION**

- 6.1.1 Leave of absence without loss of pay or credits shall be granted to bargaining unit representatives of the MERC or a LERC for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the Ministry. Leave requests shall not be unreasonably denied.
- 6.1.2 Bargaining unit representatives will not be entitled to receive pay for attending meetings on their own time. However, it is understood that rescheduling of the individual's time will be accommodated pursuant to Article 5.3 (Shift Schedules) of the applicable Bargaining Unit Collective Agreement with respect to Working Conditions and Salaries.
- 6.2 Leave of absence without pay shall be granted to bargaining unit representatives of the MERC or a LERC to accommodate reasonable travel time.
- 6.3.1 Bargaining unit representatives of the MERC shall be granted a maximum of eight (8) hours time off with pay and no loss of credits on the day before a MERC meeting to attend Union bargaining team caucus sessions.
- 6.3.2 Bargaining unit representatives of a LERC shall be granted a maximum of two (2) hours time off with pay and no loss of credits on the day of a LERC meeting to attend union bargaining team caucus sessions held immediately prior to the meeting.
- 6.4 Travel and other expenses as the result of leaves granted above shall be borne by the Union.

- 6.5 Any Minutes of Understanding created as a result of the agreement of the parties in the MERC and LERCs shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding upon the Union without approval by the President of the Ontario Public Service Employees Union or his/her designee, and no agreement shall be binding upon the Ministry without approval by the Deputy Minister or his/her designee.

#### **ARTICLE 7 - VIEWING POSITION DESCRIPTION FORMS**

- 7.1 Upon written request to the Manager, Human Resources Services, an employee shall be given a copy of the position specification applicable to their position.

#### **ARTICLE 8 - PROBATION OFFICER ALLOWANCE**

- 8.1 Probation Officer Allowance entitlements, formerly set out in the MERC agreement, are now set out in Appendix COR3 of the Correctional Bargaining Unit Agreement.

#### **ARTICLE 9 - TERM**

- 9.1 This Memorandum of Agreement covers the period from November 4, 1999 to November 3, 2000, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing at least one month in advance of the year ending that it wishes to amend the Memorandum of Agreement.

**For the Ontario Public Service  
Employees Union**

**For the Ministry of  
Correctional Services**

CLASSIFICATION ADJUSTMENTS

1. The Employer shall undertake a review and update of the Probation Officer class standards and shall establish a Probation Officer 3 classification, effective January 1, 2002. The salary rates for the Probation Officer 3 level shall be:

01/01/02:   \$978.70   \$1,009.87   \$1,041.98   \$1,075.99   \$1,111.83

2. The Employer shall establish a new classification entitled Youth Worker, and the salary rates shall be:

01/01/02:   \$19.54       \$21.10       \$22.32

3. Effective January 1, 2002, a 4% increase to all rates in the salary range for the Probation Officer 1 and 2 classes and the range for the proposed Probation Officer 3 class.

Note: These classification adjustments shall not be challenged by either party under the *Pay Equity Act*, because they reflect adjustments to address skills shortages as contemplated by Section 8 (1) (e) of the *Pay Equity Act*.

June 24, 2005  
TRAINING AND DEVELOPMENT

(6.e.7.)

**Letter of Understanding  
Regarding  
Training and Development**

The parties agree that a joint subcommittee of the MERCs will be established to examine issues related to Training and Development as they apply to the Correctional 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. Four (4) union representatives will be from the Correctional 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 MERCs for such matters.

Signed this 31st day of August, 2005, in Toronto, Ontario

FOR THE UNION:

FOR THE EMPLOYER

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# CORRECTIONAL SALARY SCHEDULE SALARY RATES

## Hours of Work Schedule

### CORRECTIONAL BARGAINING UNIT

The following Classifications apply to employees with an appointment status of classified and unclassified:

(SA = semi-annual progression)

							Hours of Work Schedule
50090	ATTENDANT 1, OAK RIDGE						4 - 7
	01/01/05	20.12	21.84	23.04			
	01/01/06	20.57	22.33	23.56			
	01/01/07	21.08	22.89	24.15			
	01/01/08	21.71	23.58	24.87			
50092	ATTENDANT 2, OAK RIDGE						4 - 7
	01/01/05	21.66	23.40	24.75	25.98	26.75	
	01/01/06	22.15	23.93	25.31	26.56	27.35	
	01/01/07	22.70	24.53	25.94	27.22	28.03	
	01/01/08	23.38	25.27	26.72	28.04	28.87	
50094	ATTENDANT 3, OAK RIDGE						4 - 7
	01/01/05	24.75	25.31	25.96	27.25	28.07	
	01/01/06	25.31	25.88	26.54	27.86	28.70	
	01/01/07	25.94	26.53	27.20	28.56	29.42	
	01/01/08	26.72	27.33	28.02	29.42	30.30	
50096	ATTENDANT 4, OAK RIDGE						4 - 7
	01/01/05	25.28	25.90	26.58	28.05		
	01/01/06	25.85	26.48	27.18	28.68		
	01/01/07	26.50	27.14	27.86	29.40		
	01/01/08	27.30	27.95	28.70	30.28		
51218	CANNERY SUPPLY OFFICER						4 - 7
	01/01/05	21.48	21.87	22.11	23.33		
	01/01/06	21.96	22.36	22.61	23.85		
	01/01/07	22.51	22.92	23.18	24.45		
	01/01/08	23.19	23.61	23.88	25.18		

51219	CANNERY SUPPLY OFFICER, GROUP LEADER					4 - 7
	01/01/05	25.54	25.87	26.52	28.00	
	01/01/06	26.11	26.45	27.12	28.63	
	01/01/07	26.76	27.11	27.80	29.35	
	01/01/08	27.56	27.92	28.63	30.23	
50553	CITY CREW OFFICER					4 - 7
	01/01/05	25.31	25.96	26.64	28.11	
	01/01/06	25.88	26.54	27.24	28.74	
	01/01/07	26.53	27.20	27.92	29.46	
	01/01/08	27.33	28.02	28.76	30.34	
93008	CORRECTIONAL LOCKSMITH					4 - 7
	01/01/05	23.30	23.90	25.21		
	01/01/06	23.82	24.44	25.78		
	01/01/07	24.42	25.05	26.42		
	01/01/08	25.15	25.80	27.21		
50561	CORRECTIONAL OFFICER 1					4 - 7
	01/01/05	20.12	21.84	23.04		
	01/01/06	20.57	22.33	23.56		
	01/01/07	21.08	22.89	24.15		
	01/01/08	21.71	23.58	24.87		
	CORRECTIONAL OFFICER 2					4 - 7
	01/01/05	21.66	23.40	24.75	25.98	26.75
	01/01/06	22.15	23.93	25.31	26.56	27.35
	01/01/07	22.70	24.53	25.94	27.22	28.03
	01/01/08	23.38	25.27	26.72	28.04	28.87
50565	CORRECTIONAL OFFICER 3					4 - 7
	01/01/05	24.75	25.31	25.96	27.39	
	01/01/06	25.31	25.88	26.54	28.01	
	01/01/07	25.94	26.53	27.20	28.71	
	01/01/08	26.72	27.33	28.02	29.57	
93009	GROUNDS/MAINTENANCE WORKER					4 - 7
	01/01/05	19.92	20.32	20.74	21.90	
	01/01/06	20.37	20.78	21.21	22.39	
	01/01/07	20.88	21.30	21.74	22.95	
	01/01/08	21.51	21.94	22.39	23.64	

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07556	HAIRDRESSER INSTRUCTOR					4
	01/01/05	22.23	24.14	25.47	26.88	
	01/01/06	22.73	24.68	26.04	27.48	
	01/01/07	23.30	25.30	26.69	28.17	
	01/01/08	24.00	26.06	27.49	29.02	
50550	INDUSTRIAL OFFICER 1					4 - 7
	01/01/05	24.07	24.75	25.31	26.70	
	01/01/06	24.61	25.31	25.88	27.30	
	01/01/07	25.23	25.94	26.53	27.98	
	01/01/08	25.99	26.72	27.33	28.82	
50552	INDUSTRIAL OFFICER 2					4 - 7
	01/01/05	25.31	25.96	26.64	28.11	
	01/01/06	25.88	26.54	27.24	28.74	
	01/01/07	26.53	27.20	27.92	29.46	
	01/01/08	27.33	28.02	28.76	30.34	
50554	INDUSTRIAL OFFICER 3					4 - 7
	01/01/05	27.49	28.17	28.95	30.57	
	01/01/06	28.11	28.80	29.60	31.26	
	01/01/07	28.81	29.52	30.34	32.04	
	01/01/08	29.67	30.41	31.25	33.00	
09480	OBSERVATION AND DETENTION HOME WORKER 1					4 - 7
	01/01/05	18.35	20.06	21.29	22.46	
	01/01/06	18.76	20.51	21.77	22.97	
	01/01/07	19.23	21.02	22.31	23.54	
	01/01/08	19.81	21.65	22.98	24.25	
09482	OBSERVATION AND DETENTION HOME WORKER 2					4 - 7
	01/01/05	18.99	20.79	21.33	22.62	23.88
	01/01/06	19.42	21.26	21.81	23.13	24.42
	01/01/07	19.91	21.79	22.36	23.71	25.03
	01/01/08	20.51	22.44	23.03	24.42	25.78
09484	OBSERVATION AND DETENTION HOME WORKER 3					4 - 7
	01/01/05	22.19	22.78	23.43	24.05	25.37
	01/01/06	22.69	23.29	23.96	24.59	25.94
	01/01/07	23.26	23.87	24.56	25.20	26.59
	01/01/08	23.96	24.59	25.30	25.96	27.39

10170	PROBATION OFFICER 1								6
SA	01/01/05	805.12	828.92	854.56	880.32	908.02	935.74	964.51	1,017.81
	01/01/06	823.24	847.57	873.79	900.13	928.45	956.79	986.21	1,040.71
	01/01/07	843.82	868.76	895.63	922.63	951.66	980.71	1,010.87	1,066.73
	01/01/08	869.13	894.82	922.50	950.31	980.21	1,010.13	1,041.20	1,098.73
10172	PROBATION OFFICER 2								6
	01/01/05	1,025.81	1,058.47	1,092.13	1,127.78	1,165.35	1,229.73		
	01/01/06	1,048.89	1,082.29	1,116.70	1,153.16	1,191.57	1,257.40		
	01/01/07	1,075.11	1,109.35	1,144.62	1,181.99	1,221.36	1,288.84		
	01/01/08	1,107.36	1,142.63	1,178.96	1,217.45	1,258.00	1,327.51		
10175	PROBATION OFFICER 3								6
	01/01/05	1,128.39	1,164.32	1,201.36	1,240.56	1,281.87	1,352.71		
	01/01/06	1,153.78	1,190.52	1,228.39	1,268.47	1,310.71	1,383.15		
	01/01/07	1,182.62	1,220.28	1,259.10	1,300.18	1,343.48	1,417.73		
	01/01/08	1,218.10	1,256.89	1,296.87	1,339.19	1,383.78	1,460.26		
50540	PROVINCIAL BAILIFF 1								4
	01/01/05	25.26	25.90	26.58	28.05				
	01/01/06	25.83	26.48	27.18	28.68				
	01/01/07	26.48	27.14	27.86	29.40				
	01/01/08	27.27	27.95	28.70	30.28				
50541	PROVINCIAL BAILIFF 2								4
	01/01/05	25.90	26.58	27.22	28.72				
	01/01/06	26.48	27.18	27.83	29.37				
	01/01/07	27.14	27.86	28.53	30.10				
	01/01/08	27.95	28.70	29.39	31.00				
50492	RECREATION OFFICER 1, CORRECTIONAL SERVICES								4 - 7
	01/01/05	20.91	22.70	23.95	25.27				
	01/01/06	21.38	23.21	24.49	25.84				
	01/01/07	21.91	23.79	25.10	26.49				
	01/01/08	22.57	24.50	25.85	27.28				
50494	RECREATION OFFICER 2, CORRECTIONAL SERVICES								4 - 7
	01/01/05	22.05	23.82	25.27	26.66				
	01/01/06	22.55	24.36	25.84	27.26				
	01/01/07	23.11	24.97	26.49	27.94				
	01/01/08	23.80	25.72	27.28	28.78				

50495	RECREATION OFFICER 3, CORRECTIONAL SERVICES (BARGAINING UNIT)						4
	01/01/05	27.19	28.05	28.96	30.58		
	01/01/06	27.80	28.68	29.61	31.27		
	01/01/07	28.50	29.40	30.35	32.05		
	01/01/08	29.36	30.28	31.26	33.01		
10216	REHABILITATION OFFICER 1, CORRECTIONAL SERVICES						3 - 7
	01/01/05	723.25	744.72	766.53	790.00	833.66	
	01/01/06	739.52	761.48	783.78	807.78	852.42	
	01/01/07	758.01	780.52	803.37	827.97	873.73	
	01/01/08	780.75	803.94	827.47	852.81	899.94	
10218	REHABILITATION OFFICER 2, CORRECTIONAL SERVICES						3 - 7
	01/01/05	833.53	858.84	886.07	913.25	942.24	994.31
	01/01/06	852.28	878.16	906.01	933.80	963.44	1,016.68
	01/01/07	873.59	900.11	928.66	957.15	987.53	1,042.10
	01/01/08	899.80	927.11	956.52	985.86	1,017.16	1,073.36
40113	STEAM PLANT ENGINEER/OFFICER						4 - 7
	01/01/05	24.77	25.31	26.70			
	01/01/06	25.33	25.88	27.30			
	01/01/07	25.96	26.53	27.98			
	01/01/08	26.74	27.33	28.82			
50515	SUPERVISOR OF JUVENILES1						4 - 7
	01/01/05	19.77	21.49	22.68			
	01/01/06	20.21	21.97	23.19			
	01/01/07	20.72	22.52	23.77			
	01/01/08	21.34	23.20	24.48			
50516	SUPERVISOR OF JUVENILES2						4 - 7
	01/01/05	21.28	23.03	24.37	25.72		
	01/01/06	21.76	23.55	24.92	26.30		
	01/01/07	22.30	24.14	25.54	26.96		
	01/01/08	22.97	24.86	26.31	27.77		
07550	TRADE INSTRUCTOR 1						4 - 7
	01/01/05	19.81	21.50	22.81	24.07		
	01/01/06	20.26	21.98	23.32	24.61		
	01/01/07	20.77	22.53	23.90	25.23		
	01/01/08	21.39	23.21	24.62	25.99		

07552	TRADE INSTRUCTOR 2					4 - 7
	01/01/05	21.39	23.23	24.50	25.87	
	01/01/06	21.87	23.75	25.05	26.45	
	01/01/07	22.42	24.34	25.68	27.11	
	01/01/08	23.09	25.07	26.45	27.92	
07554	TRADE INSTRUCTOR 3					4 - 7
	01/01/05	27.74	28.49	29.24	30.86	
	01/01/06	28.36	29.13	29.90	31.55	
	01/01/07	29.07	29.86	30.65	32.34	
	01/01/08	29.94	30.76	31.57	33.31	
50104	VOCATIONAL INSTRUCTION OFFICER 1 , OAK RIDGE					4 - 7
	01/01/05	24.92	25.60	26.17	27.61	
	01/01/06	25.48	26.18	26.76	28.23	
	01/01/07	26.12	26.83	27.43	28.94	
	01/01/08	26.90	27.63	28.25	29.81	
50106	VOCATIONAL INSTRUCTION OFFICER 2, OAK RIDGE					4 - 7
	01/01/05	26.17	26.86	27.55	29.06	
	01/01/06	26.76	27.46	28.17	29.71	
	01/01/07	27.43	28.15	28.87	30.45	
	01/01/08	28.25	28.99	29.74	31.36	
50577	YOUTH WORKER					4 - 7
	01/01/05	21.66	23.40	24.75	25.98	26.75
	01/01/06	22.15	23.93	25.31	26.56	27.35
	01/01/07	22.70	24.53	25.94	27.22	28.03
	01/01/08	23.38	25.27	26.72	28.04	28.87

## 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.

Clarity Note: For the purposes of this index all reference to employment stability and related matters make specific reference to Article 20B that is in effect as of January 1, 2006.

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