

**COLLECTIVE AGREEMENT**  
**April 1, 2005 to March 31, 2008**

RECEIVED  
6/23/22



06723 (11)

**TABLE OF CONTENTS**

**PREAMBLE AND PURPOSE..... 1**  
**ARTICLE 1..... 3**  
**RECOGNITION..... 3**  
**ARTICLE 2..... 9**  
**NEW EMPLOYEE INFORMATION..... 9**  
**ARTICLE 3..... 11**  
**PROBATIONARY PERIOD..... 11**  
**ARTICLE 4..... 13**  
**SENIORITY ..... 13**  
**ARTICLE 5..... 17**  
**RECRUITMENT, SELECTION, REASSIGNMENTS**  
**& TRANSFERS..... 17**  
**ARTICLE 6..... 33**  
**ORGANIZATIONAL/ TECHNOLOGICAL**  
**CHANGE..... 33**  
**ARTICLE 7..... 51**  
**HOURS OF WORK / OVERTIME /**  
**SHIFT PREMIUM..... 51**  
**ARTICLE 8..... 59**  
**TRAVEL and EXPENSES..... 59**  
**ARTICLE 9..... 65**  
**HEALTH and SAFETY..... 65**  
**ARTICLE 10..... 67**  
**PAID HOLIDAYS..... 67**  
**ARTICLE 11..... 69**  
**VACATION ..... 69**  
**ARTICLE 12..... 73**  
**GRIEVANCE PROCEDURE..... 73**



**TABLE OF CONTENTS**

---

ARTICLE 13..... 81  
DISCIPLINE AND DISCHARGE..... 81  
ARTICLE 14..... 83  
JOINT COMMITTEE ..... **83**  
ARTICLE 15..... 85  
ATTENDANCE CREDITS..... 85  
ARTICLE 16..... 89  
LEAVE OF ABSENCE..... 89  
ARTICLE 17..... 99  
LEAVE OF ABSENCE FOR UNION ACTIVITIES..... 99  
ARTICLE 18..... 105  
PAYMENT OF WAGES AND ALLOWANCES ..... 105  
ARTICLE 19..... 113  
PILOT PROJECTS..... 113  
ARTICLE 20..... 115  
CHECK OFF OF UNION DUES..... 115  
ARTICLE 21..... 117  
EMPLOYEE BENEFITS..... 117  
ARTICLE 22..... 123  
CONTRACT EMPLOYEES..... 123  
ARTICLE 23..... 127  
NO DISCRIMINATION/HARASSMENT..... 127  
ARTICLE 24..... 129  
PERFORMANCE APPRAISALS..... 129  
ARTICLE 25..... 131  
WORK / LIFE BALANCE..... 131  
ARTICLE 26..... 145  
AMALGAMATION, SALE and MERGER ..... 145



**TABLE OF CONTENTS**

ARTICLE 27..... 147  
INDEMNIFICATION of EMPLOYEES:..... 147  
ARTICLE 28..... 149  
PENSION ..... 149  
ARTICLE 29..... 151  
GENERAL..... 151  
ARTICLE 30..... 153  
TERM OF AGREEMENT..... 153  
APPENDIX 1..... 155  
RECRUITMENT & SELECTION PROCESS ..... 155  
APPENDIX 2..... 157  
PERMANENT OFFICE CLOSURE..... 157  
APPENDIX 3..... 159  
EMPLOYEE BENEFIT PLANS..... 159  
APPENDIX 4: ..... 181  
LANGUAGE PROFICIENCY LEVELS..... 181  
APPENDIX 5..... 185  
RECOGNITION..... 185  
APPENDIX 6..... 187  
HOME OFFICE PROGRAM..... 187  
SCHEDULE "A"..... 195  
SALARY RULES..... 207  
JOB HIERARCHY LISTING ..... 213  
LETTERS OF AGREEMENT..... 223



4



**April 1, 2005 to March 31, 2008**

---

**THIS AGREEMENT  
made this the 31 day of March 2005.**

**Between:**

**Canadian Union Of Public Employees, Local 1750  
(Hereinafter referred to as the "Union")**

**and:**

**The Workplace Safety & Insurance Board,  
Ontario  
(Hereinafter referred to as the "Employer")**

**PREAMBLE AND PURPOSE**

The Workplace Safety and Insurance Board serves workers, their families, and the employers in the Province of Ontario. Both the Employer and CUPE Local 1750 acknowledge the three corporate imperatives of Health and Safety, Customer Satisfaction and Financial Sustainability.

To promote efficient and effective public service, the Employer and Union recognize they have a mutual interest in, and an obligation to maintain and enhance a constructive, cooperative relationship. Therefore, this agreement between the Employer and the Union is formed to provide:

- (a) Satisfactory working conditions and terms of employment for all employees who are subject to this agreement,
- (b) A forum for proactive discussion on matters of concern, and
- (c) A procedure for the prompt and equitable resolution of grievances.

**W/SIB  
CSPAT**

- 1 -

**CUPE**

5

April 1, 2005 to March 31, 2008

---

## **ARTICLE 1**

### **RECOGNITION**

- 1.01** The Employer recognizes the Canadian Union of Public Employees Local 1750 as the exclusive bargaining agent for all its employees, save and except supervisors, persons above the rank of supervisor, and persons excluded by virtue of the provisions of the Crown Employees Collective Bargaining Act.
- 1.02** The parties agree to allow one (1) Confidential Assistant, titled (Business Assistant) per Director. The parties agree in principle that the placement and distribution of these employees throughout the WSIB shall be determined by the Employer, provided the total Confidential Assistant positions do not exceed the total Director level positions.
- The parties, while respecting Article 1 language, recognize the business need to avoid conflict of interest by having designated staff to help manage the workplace in a labour relations environment. The Parties agree that, in order to satisfy this requirement, employees who work in an advisory capacity with Director level and above to help manage the workplace in a labour relations environment are to be excluded from the bargaining unit.
- 1.03** The following does not constitute Article 1 modification:
- A title change without job content change,
  - An increase in complement of positions currently

**April 1, 2005 to March 31, 2008**

---

the NBU, and/or

- Changes in reporting without job content modification or alteration in authority.

1.04 When the Employer intends to create a new job(s) or modify an existing job, [classified or unclassified] and the job is to be excluded from the Bargaining Unit, the Employer will follow the process below:

**(a) Information Provided**

The job description and/or attached explanation sheet (see Appendix 5) will be e-mailed to each of the three below, or an alternate form of written communication if ~~system~~ problems should occur.

- CUPE Local 1750 – Mississauga Office (website [www.cupe1750.ca](http://www.cupe1750.ca))
- CUPE Local 1750 designate
- Employee Relations Branch (Administrator) or designate

**(b) Meeting with Labour Relations Manager (or designate)**

Where information has been provided under (a) above and the Union wishes to dispute or seek a better understanding of the exclusion of a specific job(s), the Union designate will formally communicate to the Director of Employee Relations (or designate) the need for a meeting. This meeting may include operating management representative(s) and will take place as **soon** as possible after the information is provided under point (a) above.

Notwithstanding the pending meeting, management

**April 1, 2005 to March 31, 2008**

---

may, at their discretion, post and fill the disputed job. However, the Union's rights are not in any way restricted by this action.

**(c) Dispute Process - Choices**

Where there is no agreement as to whether the job is to be NBU or BU by the end of the meeting with the Director of Employee Relations (or designate) and the Union designate, the disagreement will be processed as outlined below:

- (i) Where agreed to by both parties, refer the issue to a mutually agreed third party (arbitrator) for a final and binding decision, or
- (ii) Refer the issue to the Grievance Settlement Board (GSB) or Labour Relations Board for a final **and** binding decision.
- (iii) The parties recognize that the fifteen **(15)** working day timeframe specified in Article "12.07 – Arbitration" will apply for referring a dispute to either the Labour Relations Board, GSB or third party arbitration. The fifteen **(15)** working days will commence on the day after the information is received.

**(d) Mutually Agreed to Third Party Arbitration – Process**

Disputes submitted to third party arbitration will be administered in the manner outlined below. Mutually agreed upon Arbitrators will have all the powers of a grievance arbitrator under the Labour Relations Act.



April 1, 2005 to March 31, 2008

---

- (i) The dispute will be referred to one of the mutually agreed to third party arbitrators (chosen at random), for a final and binding decision.
- (ii) A hearing before the arbitrator will be convened within five (5) working days of receiving the request under (i) above.
- (iii) Hearings will allow both parties to present their case. Case presentations will take no longer than three and one half (3.5) hours (112 day) for each party, Both sides will present their cases on the same day.
- (iv) On completion of the hearing the arbitrator will issue a written decision within five (5) working days. The decision will be copied to each party.
- (v) To minimize costs to both parties, arbitration hearings will be convened wherever possible, on WSIB premises.
- (vi) A dispute heard in one forum cannot then be retried in the other form.

**(e) List of Arbitrators**

Two appointed representatives (one from WSIB and the other from CUPE) will mutually agree to the arbitrators that will hear disputes under this Article. The representatives will also mutually agree upon fee schedule(s) and other administrative processes needed to ensure timely decisions. The list of mutually agreed to arbitrators will have a minimum of 10 names.

9

**April 1, 2005 to March 31, 2008**

---

The costs of administering the arbitration process will be equally shared between CUPE & WSIB.

- 1.05 Any question as to whether a person is an employee may be referred to the Ontario Labour Relations Board and its decision thereon is final and binding for all purposes.
- 1.06 The Employer will provide the Union with organizational charts by February 1st of each year. The charts will identify for the Union by Unit/Department/ Branch/Division/Section or any other title/label that may be used, the numbers of bargaining unit staff in each geographic location. Notification will include the numbers of employees in each bargaining unit job classification and salary grade.
- It is understood that the charts represent the status of the organization at a point in time and are provided to the Union for information purposes only. When new charts are approved by the Employer they will be provided to the Union.
- 1.07 The Union will have the right to have the assistance of a National Representative(s) of the Canadian Union of Public Employees in all meetings with the Employer.

April 1, 2005 to March 31, 2008

---

**ARTICLE 2**

**NEW EMPLOYEE INFORMATION**

- 2.01 Every month, the Union will be notified in writing of the name, status, work location and job title of each employee entering or leaving the Bargaining Unit.
- 2.02 The Employer will provide each newly hired probationary or contract employee in the Bargaining **Unit** with:
- (a) A copy of the Collective Agreement.
  - (b) Notice of their classification and/or position title, salary scale and grade, and applicable rate of pay.
  - (c) In addition, **contract** employees will receive notice of their work location and the anticipated duration of their employment.
  - (d) Occupational Health & Safety training as required by the **Occupational Health & Safety Act** (as amended).
- 2.03 As part of **an** employee orientation program, the Employer will provide up to 30 minutes for a meeting with a union representative.

//

April 1, 2005 to March 31, 2008

---

**ARTICLE 3**

**PROBATIONARY PERIOD**

**3.01 Probation**

- (a) A newly hired employee into a job at or below salary grade 830 will be on probation for a period of three (3) months from their date of hire.
- (b) A newly hired employee into a job at salary grade 835 up to and including 855 will be on probation for a period of six (6) months from their date of hire.
- (c) A newly hired employee into a job at or above salary grade 860 will be on probation for a period of nine (9) months from their date of hire.
- (d) With mutual agreement and in exceptional circumstances the Employer and Union may extend the probationary period not to exceed a maximum of three (3) months.

**3.02 Reduction of Probationary Period for Contract Employees**

The probation period will be reduced if a contract employee becomes a permanent employee in a job with either a 6 or 9 month probationary period. This will only apply if the contract work is similar to the permanent work.

12

Credit towards the standard six or nine month period will be given, to a maximum of one-half (1/2) the

**April 1, 2005 to March 31, 2008**

---

probationary period, for each day worked with the employer during the last 12 months.

**3.03 Employers Obligation during Probation:**

During the probationary **period** the employer will provide training, supervision and regular performance feedback to the employee.

**3.04 Permanent Status Notification**

The employer, on a quarterly basis, will provide the Union with a list identifying those employees who will attain permanent **staff** status during the upcoming quarter.

April 1, 2005 to March 31, 2008

---

**ARTICLE 4**

**SENIORITY**

4.01 Accrual of Seniority

**(a) Probationary Period**

Only an employee who has successfully completed their probationary period has seniority. On successful completion of the probationary period, an employee will be credited with seniority from the most recent date of hire into the bargaining unit, subject to 4.01(d).

**(b) Entered before June 16, 1998**

The seniority date for all members of the bargaining unit will be the employee's latest date of hire with the employer, including contract employment immediately prior to permanent employment, subject to Article 22 (g).

**(c) Entered on or after June 16, 1998**

Effective June 16, 1998, any new employee or non-bargaining unit individual entering a position within the bargaining unit will accumulate seniority from the most recent date of hire into the bargaining unit. The individual's length of service with regards to pension/ benefits will not be changed.

**(d) Prorating part time**

Effective July 20, 1998, part-time and contract employees will accumulate all subsequent seniority on the basis of actual time worked with the

14

April 1, 2005 to March 31, 2008

---

understanding that 1885 hours worked is equivalent to one year of seniority.

**(e) Positions in dispute – GSB 1029/94**

Any individual whose position is in dispute due to the implementation of GSB decision 1029/94 will receive seniority credit for all continuous Board service should their position be deemed suitable for inclusion in the bargaining unit.

**(f) Inclusions**

Individuals in non-bargaining unit positions, which are later determined to be bargaining unit positions, will be credited with seniority for continuous service in that position, and with seniority for any continuous service in the bargaining unit immediately prior to occupying the excluded position.

**4.02 No Accrual of Seniority**

Seniority will not accrue during periods of Layoff or after the 60th working day of a General Unpaid Leave.

**4.03 Loss of Seniority**

An employee will lose seniority if they:

- (a) are discharged and the discharge is not subsequently reversed through the grievance/arbitration process
- (b) voluntarily terminate employment
- (c) retire on pension
- (d) permanently transfer out of the bargaining unit

15

April 1, 2005 to March 31, 2008

---

**4.04 Seniority List**

The employer will maintain a seniority list showing the seniority of each employee. An up-to-date list will be sent to the Union with sufficient copies for all stewards and a copy shall be posted on all bulletin boards in March and September of each year.

**4.05 Same Seniority Date - Tie Breaking Rules**

Where two or more employees have the same seniority date, the following hierarchy will be used to determine who has greatest seniority.

- (a) Take the month and day (but not year) of the birthday of the employees and the employee with the later birthday would have the greatest seniority (**e.g.**, as between March 21 and April 1, the second employee would have seniority).  
If this does not break the tie, **then;**
- (b) The employee with highest randomly assigned identification number (ID) will have **the** greater seniority.

16



**April 1, 2005 to March 31, 2008**

---

**ARTICLE 5**

**RECRUITMENT, SELECTION, REASSIGNMENTS  
& TRANSFERS**

**Statement of Intent**

To support the WSIB's principle of recruitment from within, and in recognition of the value to the organization of its employees, the parties agree to recognize knowledge, skills and abilities obtained through employment at the WSIB, and will promote internal development of skills essential to the success of the business.

**This** Article will be used when filling:

- a newly created position
- a vacancy of a permanent position
- a vacancy of a temporary nature
- a subsequent vacancy created by a temporary assignment
- a temporary reassignment
- anticipated vacancies via "planned recruitments" for large incumbent positions or other high turnover positions necessitating the need to post twice annually.

**5.01 Order of Consideration for Vacancies**

**(a) First Consideration**

First consideration for filling any vacancy will be given to employees:

- who are afforded Special Placement rights because they are unable to perform their normal duties due to a medically documented handicap or diminished capacity, or,

April 1, 2008 to March 31, 2008

---

- whose position is made redundant by organizational or other changes and have Priority Placement rights (see Article 6), including those who have displaced a contract employee.

In order of seniority, employees will be offered placement into vacancies **for** which they have the comparable knowledge, skills and abilities, at or below their current salary grade or salary grade previously affected in, whichever is greater.

Where suitable vacancies do not exist for handicapped employees, the matter will be discussed between the parties.

Priority placement employees will be afforded retraining and a work trial as noted in Article 6.

(b) **Second consideration**

Second consideration for filling any vacancy will be given to employees **who** have been:

- affected by organizational or other changes (see Article 6) and placed, with Income Protection, into a job at a lower salary grade or,
- laid **off** and are exercising their right to recall.

In order of seniority, employees will be offered placement into vacancies for which they have the comparable knowledge, skills and abilities. Placement applies to posted vacant positions that are at or closer to their highest affected salary grade.

Secondary placement employees will **be** afforded retraining and a work trial as noted in Article 6.05(d) and 6.05(e).

**WSIB**  
**CSPAT**

**CUPE**

**April 1, 2005 to March 31, 2008**

---

(c) **Applicants**

Where the vacancy continues to exist, applicants will be considered in **this** order:

- (i) permanent employees with seniority, then,
- (ii) eligible contract employees, then,
- (iii) contract employees with less than 9 months of continuous service in the same job, then,
- (iv) all other applicants

5.02 **Recruitment & Selection**

See Appendix 1 for the chart illustrating the process for filling a vacancy.

(a) **Recruitment**

**Notice of Vacancies**

All vacancies will be posted on designated bulletin boards province-wide for not less than five (5) consecutive working days. In most cases, vacancies will be posted for ten (10) consecutive working days. All vacancies will be posted as full-time.

**Information contained in a posting:**

All postings will include:

- Opening date
- Closing date and time
- Job title
- Salary grade
- Minimum & maximum rate of pay
- Number of vacancies (actual or anticipated)

**April 1, 2005 to March 31, 2008**

---

- Permanent or temporary vacancy (with duration)
- Geographic location
- Hours of work (regular, irregular, variable)
- Job profile (major duties and responsibilities)
- Established minimum requirements (including additional language requirements, if any)
- Duration and location of formal initial training
- Travel requirements
- Where to obtain a job description
- Where to obtain and submit an application (name, phone/fax #, address)
- How to confirm receipt of application

**\* “Planned Recruitments” will be identified as such on the respective posting.**

**Eligibility to Apply for Postings**

(i) **Permanent & Probationary Employee**

An employee, who has at least 3 months service beyond the end of their Trial or Probationary Period in their current position, may apply for a posted vacancy. This requirement does not apply if their current job was acquired as a consequence of technological or organizational change (Article 6).

Notwithstanding the above, a permanent employee (not probationary) on a temporary assignment will be eligible at any time to apply to a permanent vacancy. Management will have the flexibility to fill the temporary assignment or the permanent position on a temporary basis in accordance with Article 5.04.

April 1, 2005 to March 31, 2008

---

Once an employee accepts a permanent position, they will not be considered for any other position until such time that they become eligible to do so.

Where a posting is advertised as being a "Planned Recruitment", employees will

be invited to apply for the respective job. Eligibility for such postings will be based on the date of need rather than the date of application.

**Same job to Same job**

Eligibility periods will apply to employees who transfer via the intra or inter-geographic process.

(ii) **Contract Employee**

Contract employees are eligible to apply for posted vacancies after completing nine (9) months continuous service.

Notwithstanding the above, a contract bargaining unit employee who has less than (9) months of continuous service at the closing date of a posting and has applied to that permanent posting, will have their application considered provided that:

- All eligible permanent and contract BU employees have first been fully considered and vacancies continue to exist for which the employer may intend to recruit externally or with other candidates.
- The posted position is for the same job that the contract BU employee is currently performing in the same geographic location.



April 1, 2005 to March 31, 2008

---

- The contract BU employee will be considered prior to considering external/ other applicants derived from the recruitment process.

(iii) **Language Skills**

With the intent to maintain compliance with the French Language Services Act, the Workplace Safety and Insurance Act and the Collective Agreement, the employer will identify the need and practical alternatives before positions are designated as bilingual. Where bilingual (French) skills are required the following will be applied:

- Unilingual and bilingual positions will be resourced as separate jobs within the same classification identifying language requirement,

**Assessment of Applications**

After the posting closes, all applications will be reviewed **to** determine whether the applicant has met the established minimum requirements. This will include a systematic review of each applicant's knowledge, skills and experience gained through WSIB employment.

The results of the assessment will be communicated to each applicant prior **to** the beginning of the selection **process**.

(b) **Selection**

Applicants who meet the established minimum requirements will be eligible to be included in the selection process and are placed on a list of Preliminary Candidates.

**WSIB**  
**CSPAT**

**CUPE**

**April 1, 2005 to March 31, 2008**

---

At a minimum, the hiring party must assess the most senior candidate. Additional Preliminary Candidates to be assessed will be chosen on the basis of greatest seniority. The hiring party may assess as many Preliminary Candidates as required, however, all Preliminary candidates need not be assessed.

Preliminary Candidates will be graded on their combined score on one or more selection tools. Preliminary Candidates who meet the established threshold will be identified as qualified for the vacant position

All applicants will be notified in writing of their status.

**List of Qualified Candidates**

The employer will maintain a list of Qualified Candidates, in order of seniority, for each position posted. Candidates must indicate their interest in each subsequent posting. Qualification will remain valid for 24 months from date of posting.

Where an employee applying to a posted vacancy has held the same job on a temporary or permanent basis, and they are eligible to apply to the posting, they will be deemed to be a Qualified Candidate provided they successfully completed their respective trial period in the same job. **This** is contingent on two things:

- a) the job has not been significantly changed under Article 6 since they vacated the job, and
- b) the employee was not involved in a documented, unsuccessful, performance improvement plan



**April 1, 2005 to March 31, 2008**

---

in that job. A performance appraisal does not constitute a documented performance improvement plan.

When the number of Qualified Candidates:

- is the same as the number of posted positions, the positions will be filled by the Qualified Candidates.
- is greater than the number of posted positions, the positions will be filled by the most senior.
- is less than the number of posted positions, the hiring party will assess any remaining Preliminary Candidates until all vacancies are filled, or the Preliminary Candidate list is exhausted.

**(c) Subsequent Vacancies**

Subsequent vacancies:

- i) occurring within 5 months of the opening date of the original posting, and
- ii) in the same geographic location,

will be filled by the following process.

1. From the original Qualified Candidate list, the next most senior candidate will be offered the subsequent vacancy.
2. When the Qualified Candidate list has been exhausted, the Preliminary Candidate list will be revisited and assessed until all vacancies are filled, or the Preliminary Candidate list is exhausted.



**April 1, 2005 to March 31, 2008**

---

3. If the list of Preliminary Candidates has been exhausted, the position will be re-posted. Applications will be considered from those who did not apply to the original posting. Concurrently, the vacancy may be posted externally. However, first consideration will be given to internal Qualified Candidates.

If conditions (i) and (ii) are not met, or where the original posting is temporary and the subsequent vacancy is permanent, a new notice of vacancy will be posted.

- (d) In recognition of the knowledge, skills and abilities obtained through employment at the WSIB, senior permanent internal applicants with a combined score that is no greater than 5% below the established threshold, will be provided an opportunity to fill vacancies remaining after the internal Qualified Candidate [5.02(b)(c)] list has been exhausted and before external hires are considered.

Example: Threshold set at 70% but applicant achieves 65% or above.

- (e) **Temporary Vacancies**

A temporary vacancy occurs when:

- staff are required for an anticipated or planned temporary increase in workload, or
- a permanent incumbent leaves their position temporarily for reasons other than vacation.

Where the temporary need will exist for more than 40 working days, staff will be recruited through the

April 1, 2005 to March 31, 2008

---

posting process in accordance with Article 5.02.

When a temporary vacancy is filled through the posting procedure as outlined in this article, any resulting vacancies may not be posted. The employer will first consider internal staff for the reassignment, before going to external candidates,

Temporary vacancies will usually be limited to 12 consecutive months. The Employer and the Union will meet to discuss any requirements for extension. Extensions will not be processed where a more senior employee with placement rights as described in Article 5.01(a) accepts the temporary match. Extensions will not exceed 12 additional months.

(f) **Release of Successful Candidate**

The employer will make all reasonable attempts to release a successful applicant to another position within 20 working days from the date of offer. Should the employee not be released within the 20 working days timeframe, they will start to receive their new higher salary (\*) effective the 21<sup>st</sup> working day after the offer being made.

Effective January 1, 2006 the Employer shall release successful applicants no later than 60 working days from the date of offer, unless otherwise agreed to by the Employer and the Employee. The length of temporary assignments will not be reduced where the release date is beyond 20 working days from the date of offer.

Where there is a training requirement for a job, the

**April 1, 2005 to March 31, 2008**

---

release date **and** any salary adjustments will apply when the scheduled training starts.

Note (\*):

- in accordance with **Salary Rules #4 - Schedule A** for promotion, or
- **Salary Rule #7** for temporary assignments

**(g) Trial Period**

The successful applicant, upon transfer to the new job, will begin a trial period of

- Sixty (**60**) working days for jobs **830** and below.
- One hundred (100) working days for jobs **835** up to and including **855**.
- One hundred and forty (140) working days for jobs at **860** and above,

If during that time:

- The employee's performance is unsatisfactory, in the opinion of **the Employer, or**
- The employee requests,

they will **be** returned to their former salary classification and placed in a job for which they are qualified.

**(h) Development Plans:**

Employees who have applied unsuccessfully to a job may, upon their request, meet with their manager and the hiring party to discuss a Developmental Plan. This may include self development and/or employer-funded skill enhancement. Eligibility **to** reapply to

**April 1, 2005 to March 31, 2008**

---

the same position will be reinstated upon completion of the mutually agreed upon Plan. Where a Plan is not agreed to the eligibility to reapply will not be restricted,

**5.03 Right to Return to the Bargaining Unit**

If an employee accepts a position outside of the Bargaining Unit, Article 5.02 (f) will apply. If they return to the Bargaining Unit, seniority will accrue during the Trial Period.

**5.04 Temporary Reassignments**

- (a) Staff may be reassigned:
- i. to fill an unforeseen temporary vacancy, or
  - ii. for an unforeseen temporary increase in workload, or
  - iii. to fill a vacancy resulting from an initial temporary posted vacancy, or
  - iv. to fill a temporary vacancy under 40 working days, or
  - v. to learn new knowledge, skills and abilities within their work group.

Program heads will communicate reassignment opportunities to all employees within their work unit, and will make reasonable efforts to distribute those opportunities equitably. If it is not possible to fill the opportunity from within the work unit, the program head may fill it in an alternative manner.

If reassignments under (i), (ii) and (v) are expected to exceed 60 working days, they will be declared a temporary vacancy and filled in accordance with

April 1, 2005 to March 31, 2008

---

Article 5.02(e). The position will be posted when it is determined that the need for the reassignment will exceed 60 working days. The reassignment will end no later than the date that the successful qualified candidate starts,

Reassignments under (iii) may not be posted, as outlined in Article 5.02(e).

(b) **Reassignments to Alternate Work Locations**

Reassignments to alternate work locations that make daily commuting impractical will not exceed 2 months, in any 12 month period, unless agreed to between the employee and their manager.

(c) **Reassignments Outside the Bargaining Unit**

When the Employer temporarily reassigns an employee to the duties and responsibilities of a position not covered by this Collective Agreement, they will retain their rights and obligations under the Collective Agreement. Reassignments under this section will not exceed 12 consecutive months unless otherwise agreed to by the parties.

(d) **Non-Bargaining Unit Employees in Temporary Bargaining Unit Jobs**

When a permanent non-bargaining unit employee is successful in acquiring a temporary bargaining unit position all provisions of the Collective Agreement will apply, except the right to grieve under Article 12 will be restricted to matters arising from their work while in the bargaining unit. The grievance must be filed within 20 working days of leaving the

bargaining unit.

**5.05 Salary Treatment**

See Schedule "A" for salary administration rules.

**5.06 Employee Initiated Transfers**

**(i) Between Geographic Locations**

Employees wishing to transfer to the same job in another geographic location must apply to a posted vacancy of their current job in another geographic location. They will be placed on the list of Qualified Candidates and Article 5.02(b) will apply.

Where no vacancy exists, the employee may submit a request for transfer to the employer. The employer will maintain a transfer list.

Where a reciprocal request exists and the employer has approved, the transfer will be arranged. Such approval will not be unreasonably withheld. Where both employees have signed an acceptance of the approved transfer, the decision will be irrevocable.

Where multiple requests have been submitted, if a transfer is approved, the employee with the greatest seniority will be granted their request. Such approval will not be unreasonably withheld.

**(ii) Within the Same Geographic Location**

Employees wishing to transfer to their same job in another Sector/ Small Business Unit within

**April 1, 2005 to March 31, 2008**

---

their **same** geographic location on a permanent basis, will be eligible to be considered for such a permanent opportunity in accordance with the following provisions:

- (a) Employees will be invited in February of each year, to notify their Human Resources Business Partner (HRBP) in writing of their interest in being transferred permanently to their same job in another Sector/ Small Business Unit within their **same** geographic location.
- (b) At the beginning of March of every year, management will consider the requests of those employees who have indicated **an** interest in being transferred permanently to their same job in another Sector/ Small Business Unit and who are eligible to be transferred.

**Eligibility**

- In order to be eligible for transfer consideration, the employee must be in that same job for a minimum of 3 years **and in** that same Sector/ Small Business Unit for a minimum of 3 years.
  - In addition to the bullet immediately above, the employee, at the time of consideration must not be the recipient of any documented progressive discipline on the Human Resources file.
- (c) Employees will be considered for transfer

**April 1, 2005 to March 31, 2008**

---

based on their bargaining unit seniority.

- (d) In the interest of maintaining customer satisfaction, the transfer movement of employees in the same geographic location between Sectors/ Small Business Units will be capped annually at 5% rounded to the next highest even number but no less than two (2) employees per job, in each office. The request (where possible) will be facilitated in February in each year.

\* Where more than one employee is to be transferred from a "team", the actual timing of the transfers will be staggered so as to minimize customer service interruptions.

- (e) Management will make an effort to facilitate as many documented transfer requests as possible in a given year based on February submissions. To further maintain customer satisfaction and case/load balance, management retains the right to reassign staff between same jobs in the same location at any time of the year without having to post, regardless of whether the employees are on the transfer list or not.



April 1, 2005 to March 31, 2008

---

**ARTICLE 6**

**ORGANIZATIONAL/TECHNOLOGICAL CHANGE**

**6.01 Definition**

Organizational/technological change means the introduction of equipment, material, work functions, processes, methods, organization or geographic location, significantly different from that currently practiced.

**6.02 Eliminate Adverse Effects**

The Employer will make every reasonable ~~effort~~ to minimize or eliminate adverse effects of organizational/technological changes on employees.

At either party's request, the Union and the Employer will meet with the intent of reaching agreement in good faith regarding any special provisions that may be necessary to assist affected employees beyond those contained in the Collective Agreement.

**6.03 Advance Notice and Information**

- a) As soon as possible during the planning of Organizational/Technological changes, the Employer will discuss their intentions and the expected effects with the Union and will provide regular updates.
- b) At least 12 working days in advance of giving the employee(s) notice, the Employer and the Union will have meaningful discussion and the Employer will provide the Union Executive with written notice of

**April 1, 2005 to March 31, 2008**

---

- the nature of the change,
- date of change,
- number of positions affected,
- job titles affected,
- location(s),
- name and seniority date of employees likely to be affected,
- the expected effects on employees,
- job descriptions and salary grades for all new or changed jobs.

It is understood that this material is confidential and should not be publicly released without the consent of the employer.

- c) The Employer will provide the Union with bi-monthly reports complete with Article 6-unplaced employees, special placement, recall status and voluntary exit list, detailing employee names, classification, geographic location, and income before and after placement.

**6.04 Notice to Affected Employees**

The Employer will advise in writing those employees affected by the change at least one hundred (100) working days before the change occurs. This will include at least 12 weeks of notice prior to layoff. Notices will be issued on the basis of lowest seniority. For the purposes of invoking an Article 6 notice of significant change or redundancy within the same job, unilingual and bilingual positions will be considered the same.

Employees advised will be those whose permanent

April 1, 2005 to March 31, 2008

---

job will:

- (i) be significantly changed, or
- (ii) become redundant.

(a) **Employee Whose Job Has Significantly Changed**

The employee has two choices :

- (i) accept the new job and be provided with retraining, or
- (ii) decline the new job.

If option (i) is chosen, the employee will be provided with the training, not to exceed eight (8) months, to acquire the new or modified skills required for the changed position. During that time, the employee must acquire the skills required for the changed position. The Employer will pay for the training and, where practical, will schedule it during normal working hours. Employees have the option to remove themselves from the job within a sixty (60) working day trial period. Where the employer exercises the option to remove an employee from the job during the period of training the employer may offer full rights to Voluntary Exit or placement under 6.04(b).

If option (ii) is chosen, the employee will have rights under section (b) –redundancy however the option for Voluntary Exit will apply as follows:

- Voluntary Exit offers **will** be accepted by the employer when the job content has been modified resulting in a salary grade reduction or relocated to another geographic location.
- Voluntary Exit offers **may** be accepted by the

**April 1, 2005 to March 31, 2008**

---

employer when the job content has been modified or enhanced, where the salary grade remains the same or higher and the fundamental nature [core features] of the ~~work~~ is similar however:

- Where the number of positions has been reduced the number of Voluntary Exit offers made available will be no less than the number of surplus positions.

Where there is an incumbent with the same job, in the same geographic location, on the Voluntary Exit list, then their offer will be accepted, and the affected employee will ~~be~~ reassigned to that job.

If there is not a suitable match on the VE list, then the affected employee will displace the least senior incumbent in the same job and geographic location. The displaced employee will be given notice of redundancy.

(b) **Employee Whose Job Has Been Declared Redundant**

Redundancy can occur in 4 ways:

1. an employee is identified as the least senior employee as described in 6.04,
2. an employee accepts a significantly changed position and opts out during the 60 working day trial period, or is unable to acquire the required skills through retraining,
3. an employee declines a significantly changed position and their position does not exist elsewhere in their geographic location,

**April 1, 2005 to March 31, 2008**

---

4. a position has been eliminated or reduced in number, within the organization.

Prior to giving notice, where there is an incumbent with the same job, in the same geographic location on the **Voluntary** Exit list, that incumbent's offer will be accepted, and the affected employee will be reassigned to that job.

If no Voluntary Exit match is available, the Employer will give notice to the least senior incumbent of the same job in that geographic location and reassign the more senior employee **to** the position.

All employees deemed redundant will **be** given, in writing:

- at least 100 working days notice prior to layoff, and
- **an** offer of Voluntary Exit, (may not be applicable to employees who decline a significantly changed job that is not fundamentally different) or
- placement opportunities under Article 5 & 6

If the Employee **does** not accept the Voluntary Exit offer the Employer will, **as** opportunities arise prior to the 100th working day, select the most suitable of

1. a Voluntary Exit match, or
2. a Priority placement match under Article 5.01(a), or
3. a displacement of a less senior bargaining unit member (bump).

This decision will be made based on information available at the time.

**April 1, 2005 to March 31, 2008**

---

- (c) Each employee will only be entitled to two (2) Priority placements as a result of a technological/ organizational change affecting the employee's position.

Employees may be considered as having used one (1) of their two (2) priority placements if they:

- formally accept a significant change or priority placement job match equal to or no more than 2 salary grades lower than the income protected salary grade and remove themselves from a job within the 60 working day trial period.

Limitations to rights of refusal do not apply to secondary placement.

**6.05 Most Suitable Placement**

Criteria for determining most suitable option:

- i) Income preservation,
- ii) Same geographic location, and
- iii) Comparable knowledge, skills and abilities,

An "affected" employee can use their seniority and/ or placement status anywhere in the province.

- (a) If the most suitable match is a Voluntary Exit match, the following will apply:
- Where the Employer identifies a suitable Voluntary Exit match, in the same grade and same location, the employee will be placed into that position,
  - The Employer will provide the exiting employee with written confirmation that their offer has been

**April 1, 2005 to March 31, 2008**

---

- accepted,
- The Employer confirms, in writing, placement in the new position with the affected employee.
- (b) If the most suitable placement is a Priority Placement match the Employer will:
- confirm, in writing, placement in the new position with the affected employee.
- (c) After each posting, if there is no suitable match under 6.05(a) or (b), the employee is encouraged to request matching to posted vacancies or Voluntary Exits at, or no more than, two **(2)** salary grades lower in:
- their own location, or
  - other geographic locations they are willing to consider.
- (d) The employer will provide:
- training not to exceed 8 months, to acquire the skills required for the new position, and
  - pay for the training, and
  - where practical, schedule the training during normal working hours.
- (e) Employees have the right to remove themselves, once only, from a priority placement match during the 60 working day trial period and be considered again for priority placement and will receive the remainder of their notice period as follows:
- The 100 working day notice to layoff will be suspended during the work trial for permanent placements. For temporary placements that exist

**April 1, 2005 to March 31, 2008**

---

beyond the notice employees will be deemed to have reached the 100th working day when the temporary assignment ends.

- The 100 working day notice and priority placement rights will expire upon successful completion of the work trial.

Where the Employer determines the job match unsuitable during the training period, the employee will receive the remainder of their notice period.

- (9) For the purposes of facilitating a priority placement, displacement or recall following layoff for unilingual matches to bilingual designated positions the following will be considered:

- “Reasonable and Necessary” requirement to provide French language service in accordance with designated areas under the French Language Services Act.
- “Reasonable and Practical” alternatives to provide French Language Services through ready access to other bilingual employees.

(g) Relocation

When there is no position in the current geographic location at the employee’s current salary grade and the employee is willing to relocate, the Employer will pay the costs of relocation to any vacancy in the province that is no more than two (2) salary grades lower than the employee’s current *salary* grade. Once the Employer approves the relocation, the offer to relocate becomes final and binding.

Where priority placement rights have expired and an



**April 1, 2005 to March 31, 2008**

---

employee is willing to bump into another geographic location, relocation cost will only be provided if there is no displacement match (bump) available in the employee's current geographic location.

The employer will pay relocation expenses where the employee is required to commute an additional distance to get to work of at least 40 kms. Employees in the Golden Horseshoe area (i.e., Toronto, Hamilton) will have their relocation request reviewed on a case by case basis. This review will consider their current commuting distance, versus the commuting time and distance to the new location. Relocation expenses will be limited to a maximum of \$15,500.00 (with receipts) per approved relocation. The relocation funds will be used to cover the following expenses:

- One round trip transportation, including partner, for housing search
- Two (2) nights accommodation.
- Packing and moving of normal household items.
- Transportation of family to new location (airfare/mileage at applicable rate under Article 8)
- Legal fees/realty lease breaks/real estate fees.
- Temporary rental accommodation if new property not available.
- Storage costs.
- Utility hook ups.

**6.06 Displacement of Employee (Bump)**

- a) If the most suitable option is to displace an employee with less seniority, the Employer will displace the

**April 1, 2005 to March 31, 2008**

---

least senior incumbent within the current geographic location in the following order:

1. Another position for which the employee meets the minimum requirements, at their current salary grade.
2. A position previously held by the employee in which they performed satisfactorily. Where more than one position is suitable, the position closest to the employee's current salary grade maximum will be given first consideration,

or where more favourable to the employee,

Another position for which the employee meets the minimum requirements below their current salary grade. Where more than one position is suitable, the position closest (at or below) the employee's current salary grade maximum will be given first consideration.

- b) Where options 1 or 2 do not exist, the Employer will, within the current geographic location, displace the least senior incumbent occupying any other position the employee is qualified to perform with minimal or no training.
- c) If no position is available in the employee's current geographic location, and should the employee wish to relocate, the Employer will consider the same options as in 6.06 (a)(1) and (2) above in locations for which the employee has, in writing, expressed a preference.
- d) Minimum requirements refers to entry level skills

**April 1, 2005 to March 31, 2008**

---

required to perform the position being bumped into;

- The Employer will determine whether the impacted employee has met the “established” minimum requirements through a systematic review of the employee’s knowledge, skills and experience gained through WSIB employment along with any additional information provided by the affected employees.
- e) Minimal or no training may include either “class room” or “on the job training” to meet the established job requirements as set out above;

The Employer will give first consideration to positions the employee is able to perform with no training. Should training be required, it will be applied as follows:

- Up to 2 weeks for positions at or below salary grade 830
- Up to 3 weeks for positions at 835 and up to and including 855
- Up to 4 weeks for positions at or above *salary* grade 860
- Extensions may be considered as required.

#### **6.07 Income Protection**

No employee will have their actual salary reduced at the time of implementing an Organizational/ Technological Change. Provisions (a) and (b) below apply to employees affected after July 1, 1999. Past practice continues to apply to previously affected employees.



April 1, 2005 to March 31, 2008

---

(a) **Current Salary Above New Maximum**

When an employee is placed under Article 5.01(a) or Article 6.06 into a job with a lower salary grade than their former permanent job and their current salary in the affected job is higher than the maximum salary of the lower salary grade, they will maintain their current salary. This will continue until their salary falls within the salary range for their new job at which point they will have their salary increased to a step at the next higher amount.

The employee will receive the next (1 year) general increase award in an annualized lump sum payment at the time the general increase is implemented for the bargaining unit.

(b) **Current Salary Below New Maximum**

When an employee is placed into a new job and their salary falls within the salary range for their new job, their salary will be increased to the next higher amount in the new salary grade, Income Protection will not apply and salary progression will be in accordance with Schedule "A". Their next increment date will be based on the start date of the new job.

- Please refer to Schedule "A" for salary administration rules specific to employees with Income Protection who ~~apply~~ and are successful in acquiring a new job,

(c) **Special Placement**

An employee who is unable to perform their normal duties due to a medically documented diminished

**April 1, 2005 to March 31, 2008**

---

capacity will not have their actual salary reduced for a period of one year, at the time of implementing a permanent Special Placement match under Article 5.01(a). **This** provision applies to employees permanently placed on or after April 1, 2005.

- 6.08 No permanent employee will be laid off without the opportunity to displace a contract W.S.I.B employee performing work for which the permanent employee meets the established minimum requirements. The contract employee will be terminated and the affected employee will assume the work as a permanent employee in a temporary assignment for the duration of the contract(s) or for a lesser period if the employee is placed into a permanent position.
- 6.09 Unilingual and bilingual positions will be considered the same where no opportunity to displace a less senior employee exists to ensure a more senior employee is not laid off.
- 6.10 **Recall Following Layoff**

It will be the responsibility of the employee to keep the Employer informed of their current address and any newly acquired skills and knowledge they may have attained for the purpose of recall.

An employee will retain Priority Placement during their recall period, and will be considered for appropriate Voluntary Exit matches as they arise. When an employee is laid off and their former position, or another position for which they meet the minimum requirements, becomes vacant within

**April 1, 2005 to March 31, 2008**

---

their recall period, the Employer will notify them by registered mail, within three (3) working days from the date of posting. The employee must request to be considered for the position, in writing, before the closing date. They will be placed into the vacant position provided there is no other candidate with priority or special placement rights who meets the minimum requirements and has greater seniority. Income Protection does not apply.

**6.11 Continuity of Service**

Upon recall after layoff, the period of absence due to layoff will not be included in determining length of service, but the service before and after the period of layoff shall be deemed to be continuous.

**6.12 Expiry of Recall Rights**

An employee on layoff will be discharged if not recalled within a period equal to their seniority, to a maximum of 24 months. At the conclusion of the recall period the employee will receive severance in accordance with Article 6.13 in the amount that they would have received at the time of layoff.

**6.13 Severance**

If there is no opportunity to displace another employee in their own geographic location, and the employee declines/cannot displace another employee in an alternate geographic location, the employee will be laid off with recall rights. At any time during the recall period, they may choose to receive severance pay, and will give up their right of recall. Severance

April 1, 2005 to March 31, 2008

will be paid as follows:

Completed Years of Service	Weeks of Pay Per Years of Service
1 – 5	
6 – 14	
15 and over	2.5

plus the normal cash payout of attendance credits and vacation credits.

The Employer will continue to pay all non-optional benefit premiums for six months with the exception of Long Term Disability.

**6.14 Voluntary Exit Option**

**(a) Process to Offer**

- The Director, Employee Relations will receive written offers from employees to Voluntarily Exit and will then place their names on the Voluntary Exit list.
- The Employee may withdraw their offer in writing at any time, up to the point of receiving written acceptance by the Employer.
- The position of the employee making the offer will not be considered to be a vacancy under Article 5.
- Article 6.04 does not apply.

**(b) Acceptance of Voluntary Exit Offer**

The Employee and the Union will be notified in



**April 1, 2005 to March 31, 2008**

---

writing upon acceptance. The date of departure of the offering employee from the position will be within 20 working days, unless otherwise agreed to by the Employee and the Employer.

(c) **Refusal of Voluntary Exit Offer**

Where an employee refuses a Voluntary Exit match to their same salary grade at their current location, the employee will be deemed to have terminated their employment with the Employer.

Where an employee has requested the opportunity for a Voluntary Exit match below their current salary grade, in the same location, then refuses the match, the employee will be deemed to have terminated their employment with the Employer.

An employee retains their right to refuse a Voluntary Exit match outside their current geographic location.

(d) **Voluntary Exit package includes:**

- 100 working days (20 weeks) pay, plus
- the severance amount paid under 6.13(i), plus
- the normal cash pay out of attendance credits and vacation credits

The severance payment for all employee(s) will be based on the last day of active employment with the exception of the following:

(ii) **Prorating Severance and Voluntary Exit:**

If the employee **does** not accept the Voluntary Exit package within ten (10) working days, one hundred (100) working days pay will be reduced



---

**April 1, 2005 to March 31, 2008**

by the number of days worked since the notice under Article 6.04 was given, save and except for the first ten (10) working days,

For part-time employees, severance and the Voluntary Exit package, will be pro-rated based on the ratio of their permanent full-time to permanent part-time employment.

(ii) **Voluntary Exit to Pension:**

An employee who is not affected by an Organizational or Technological Change and is eligible for an early unreduced pension, or who could qualify through bridging for an early unreduced pension, may volunteer their position to be considered for elimination or matched to employees who have received notice under Article 6. They will receive a Voluntary Exit package limited to 52 weeks of pay, plus the normal cash payout of attendance credits and vacation credits.

April 1, 2005 to March 31, 2008

---

**ARTICLE 7**

**HOURS OF WORK / OVERTIME / SHIFT PREMIUM**

**7.01 Definition**

Normal hours of work for employees are thirty-six and one-quarter ( $36\frac{1}{4}$ ) hours per week and seven and one-quarter ( $7\frac{1}{4}$ ) hours per day.

**7.02 Days off**

There will be two (2) consecutive days off which will be referred to as scheduled days off. Days off may be non-consecutive if agreed upon between the employee and the Employer.

**7.03 Lunch and Rest Periods**

The lunch period consists of three-quarters ( $\frac{3}{4}$ ) of one hour and the rest periods consist of fifteen (15) minutes in the first and second half of each day's work schedule.

**7.04 Start and finish times**

In general an employee's start and finish times will be between 7:00 a.m. and 5:00 p.m. Arrangements for start and finish times will be by mutual agreement where possible, taking into consideration business needs and seniority.

Where agreement cannot be reached following a meeting between the parties the Employer will provide the employee with 20 working days written notice before implementing changes in their start and finish times.

50

April 1, 2005 to March 31, 2008

---

**7.05 ~~Special Arrangements~~**

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

**7.06 ~~Data Centre:~~**

The local practices concerning hours of work, lunch and rest periods presently in effect for employees at the Data Centre will continue in effect for the duration of this agreement subject to any changes made by mutual agreement. Employees currently working shifts of 12 hours and five minutes six times over two weeks for a total of seventy ~~two~~ and one half (72.5) hours biweekly will continue to be paid an average rate of thirty six and one quarter (36¼) hours each week.

There will be three (3) paid rest periods, two of fifteen (15) minutes and one of thirty (30) minutes.

**7.07 ~~Shift Schedules For Designated Shift Workers~~**

The Employer agrees to post shift schedules not less than fifteen (15) working days in advance. There will be no change in the schedule after it has been posted unless notice is given to the employee seventy-two (72) hours in advance of the starting time of the shift as originally scheduled.

The Employer will make every reasonable effort to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift.

**April 1, 2005 to March 31, 2008**

---

Shifts may be changed if agreed between the employees and the Employer without any premium or penalty.

**7.08 Stand-by Time**

“Stand-by time” means a period of time that is **not** a regular working period during which an employee remains available for immediate recall to work.

Stand-by time will be approved in writing and such approval will be given prior to the time the employee is required to stand-by.

Where an employee is required to stand-by, they will be paid their basic hourly rate for all hours on stand-by.

**7.09 On-call Time**

“On-call time” means a period of time during which an employee remains available to work as a requirement of their job and will receive a premium as follows:

- For 2005 on-call employees will be entitled to \$16 dollars per day during weekdays and \$24 dollars for each regular day off. Effective January 1, 2006 on call employees will be entitled to \$18 dollars per day during weekdays and \$26 dollars for each regular day off.

On-call will **start** at the normal stopping time of the work day and will end at the regular starting time of the next working day,

In addition designated on-call employees will be paid

**April 1, 2005 to March 31, 2008**

---

a minimum of one hour at the applicable overtime rate or time in lieu (Article **7.11**) for each hour outside normal working hours in which they receive one or more calls, '

If an on-call employee is called back to work and receives a minimum of four (**4**) hours pay at the applicable overtime rate then this overtime premium pay is substituted for the on-call premium for that particular day.

**7.10 Overtime**

Payment for overtime will only be made for units of one (1) hour or more and for subsequent full fifteen (**15**) minute periods. Lesser periods of overtime accrued will be recorded and paid in accordance with the above.

The Employer will endeavor to distribute overtime relatively equally among employees qualified to perform the work required, taking into consideration assigned work location and employee classification.

There will be no duplication or pyramiding of overtime payment or time off in lieu. Overtime hours worked each day will only be considered as overtime or time off in lieu of pay and not as part of an employee's normal hours of work.

It is not the Employer's intention that Managers work overtime to perform work regularly done by members of the bargaining unit.

53

April 1, 2005 to March 31, 2008

---

**7.11 Time Off in Lieu of Payment**

Where the employee requests and with prior agreement of the Manager, an employee may be granted time off at the applicable overtime rate, that is at one and one-half (**1-112**) or two (**2**) times the overtime hours worked or credited. If the employee is unable to take the time off within 4 months due to work volumes, unless agreed to otherwise, they will be paid the accumulated overtime.

When the Employer determines they will function with reduced staff levels in a specific facility or location, employees not required to work will continue to receive straight time pay. Employees required to work will be paid straight time pay and will be granted straight time off in lieu on a subsequent date mutually agreed to.

\* In crisis situations the parties agree to discuss alternative arrangements.

**7.12 Time and One Half Paid Salary**

Authorized overtime will be compensated at a rate of one and one-half times the employee's basic hourly rate for the hours worked when:

- work is performed in excess of seven and one-quarter (7 1/4) hours or twelve (**12**) hours and five (**5**) minutes as applicable, or
- work is performed on the employee's first regularly scheduled day off, or
- an employee commences their vacation and returns to work during their scheduled vacation

---

**April 1, 2005 to March 31, 2008**

---

at the request of their Manager. The time at work will be added to their vacation credits.

- an employee leaves their place of work after completing their shift and is subsequently called and required to perform work prior to the start time of their next scheduled shift. They will be paid a minimum of four (4) hours pay.
- an employee is not notified seventy-two (72) hours in advance of a shift change. This will apply for the first eight (8) hours worked on the changed shift provided that no premium will be paid where the change of schedule is caused by events beyond the Employer's control.
- an employee is required to work prior to twelve (12) hours elapsing between shifts. They will be paid overtime for those hours falling within the twelve (12) hour period.

**7.13 Double Time Paid Salary**

Authorized overtime pay will be compensated at double time for:

- all work **required** to be performed on the employee's second consecutive regularly scheduled day off.
- hours worked during the second shift of a double shift when notification of the requirement to work a double shift is not provided prior to the end of the shift of the last previously scheduled working day.
- an employee working a paid holiday, the overtime paid will be in addition to the regular day's pay.

**April 1, 2005 to March 31, 2008**

---

**7.14 Shift Premiums**

Any premium an employee may be entitled to will be calculated on the employee's basic hourly rate of pay and will be paid in the following situations:

- eighty cents (~~80¢~~) per hour for all work between 5:00 p.m. and 11:00 p.m.,
- eight five cents (85¢) per hour for all work between 11:00 p.m. and 7:00 a.m.
- Where fifty percent (50%) or more of the hours fall within a time period, the higher premium will be paid for all hours worked.

**7.15 Irregular Hours**

This provision applies only to employees in positions designated on or before April 1, 2005 and will not apply to new hires.

An employee is eligible for overtime compensation unless they:

- (a) Because of the nature of their position is required to work irregular hours. Such an employee will, for the purposes of payment, be deemed by the Employer to be working a minimum of forty (40) hours per week, and their salary shall be adjusted to forty (40) hours on a straight time basis.
- (b) Notwithstanding the above, any such employee who is required by their Manager to work on their day off or on a holiday will receive time off at the applicable overtime rate.
- (c) Employees on irregular hours who are required to travel on a Sunday or other non-working day



**April 1, 2005 to March 31, 2008**

---

will be compensated in accordance with the provisions of Article 8.03.

- (d) Employees on irregular hours will continue to receive the irregular hours payment during paid absences or in office assignments of up to ten (10) days. The irregular hours payment will continue for the full length of approved vacation or Union leave.

**7.16 Emergency**

In order to address an emergency (sudden unexpected event), the Employer may undertake arrangements regarding the allocation of hours of work and overtime other than that specified in the Collective Agreement. In these emergency situations, a more senior employee may be bypassed in favour of a less senior employee for a particular extraordinary short term need monitored by the Union and Employer.

59

April 1, 2005 to March 31, 2008

---

**ARTICLE 8**

**TRAVEL and EXPENSES**

The current practice concerning meal and expense policy will be continued for the duration of **this** Agreement.

**8.01 Meal Allowance**

- (a) Effective May 1, 2005 the meal allowance for three consecutive meals is subject to a maximum allowance of \$47.00

**This** amount allowed is itemized **as** follows:

Breakfast	\$10.00
Lunch	\$15.00
<b>Supper</b>	<b>\$22.00</b>

- (b) (i) Reasonable expenses above the amounts **as** set out in (a) may be claimed upon the provision of receipts, with the exception of alcoholic beverages, when reimbursement of an amount in excess of the standard allowance is claimed.
- (ii) Employees may combine **up to two** (2) consecutive daily meals amounts for one meal expense, with no requirement for receipt(s).
- (c) (i) Notwithstanding the above, an employee who continues to work **at** least two (2) hours overtime but not more than three (3) hours overtime immediately following their scheduled hours of work without notification of the requirement to work such overtime, prior to the end of their

---

**April 1, 2005 to March 31, 2008**

---

previously scheduled shift will be reimbursed for one (1) meal in the amount of twelve dollars (**\$12.00**) except where free meals are provided or where the employee is being compensated for meals on some other basis.

Where a meal is not available on the site **and** the employee is unable to leave the premises, employees will be reimbursed, against proper receipts, for the cost of the meal to the value of twelve dollars (\$12.00) plus delivery charge, when incurred.

- (ii) One-half hour with pay will ~~be~~ allowed the employee to consume a meal either at or adjacent to their work place.
- (iii) Breakfast and dinner expenses are normally claimed by employees who require overnight accommodation, or while traveling and working extended hours that will not allow the employee to ~~leave/return~~ home during the usual meal period.
- (iv) The cost of lunch may be allowed only if, during the normal meal period, an employee is traveling on Board business and is at a distance of 24 km or more from the employee's home AND their reporting office.

**8.02 Travel Rates**

If an employee is required to use their own

**April 1, 2005 to March 31, 2008**

---

automobile on the Employer's business, the following rates will be paid

Effective:

	June 1, 2005	January 1, 2006	January 1, 2007
0 - 5,000 km	41 ¢/km	42 ¢/km	43 ¢/km
5,001 km +	35.5 ¢/km	36.5 ¢/km	37.5 ¢/km

**8.03 Time Credits While Traveling**

1. For pay purposes, employees will be credited for all time spent traveling when authorized by management. This applies to all employees except those covered under Article 7.15(a). Credits will be computed as follows:
  - (a) When travel is by public carrier, from 90 minutes before the scheduled time of departure of the carrier until 60 minutes after the actual arrival at the destination.
  - (b) When travel is by automobile and
    - (i) the employee travels directly from their home until they reach their destination, from the assigned hour of departure from the destination until they reach home,
    - (ii) the employee reports to their place of employment before proceeding to travel, from the time they leave their place of employment until they reach their destination, except

-- --

**April 1, 2005 to March 31, 2008**

---

- that compensation will not be paid for the time between the hours of eleven (11:00) p.m. and the regular starting time of the employee when sleeping accommodation is provided.
2. All traveling time will be compensated at the employee's straight time rate however:
    - where an employee is required to travel on their day off or a holiday they will be compensated at that rate for a minimum of four **(4)** hours.
    - where an employee completes one shift and is required to travel to work outside of their reporting office prior to their next shift they will be compensated at a rate of time and one half paid salary.
  3. Employees required to travel with an overnight stay will be entitled to one and one half hours as time in lieu for each occurrence capped at 5 occurrences per month.
  4. Notwithstanding the above, employees on irregular hours who are required to travel on a Sunday or other non-working day will be compensated in accordance with the provisions of this Article.

**8.04 Telephone Charges**

When an employee is required to use their home telephone to conduct business associated with their work duties, the Employer will pay 50% of the monthly basic telephone charges, Where an additional line is installed and dedicated to Board

**April 1, 2005 to March 31, 2008**

---

business 100% of the installation and service cost of a telephone will be paid. Proof of installation must be provided and the telephone number will not be published as a Board number.

**8.05**

The specifics of the Vehicle Allowance Program will be documented in the Travel and Business Expense Policy jointly developed between the parties within 2 months of ratification of the Collective Agreement.

The Vehicle Allowance Program will include:

- A fixed monthly allowance payment of \$ 610.00
- An additional depreciation allowance of \$ 141.68 per 1,000 business kms over 23,000 business kms.
- A variable cost of 0.11¢ per business kilometer

Admission and exit from the vehicle allowance program will be in accordance with the Travel and Business Expense Policy.

62

April 1, 2005 to March 31, 2008

---

**ARTICLE 9**

**HEALTH and SAFETY**

9.01 The Union and the Employer will cooperate in promoting best health and safety practices and procedures to protect the health and safety of its employees. This will be achieved by meeting or exceeding requirements under the Occupational Health and Safety Act.

WSIB employees are not required to tolerate foul or otherwise abusive language or threatening/violent behaviour from internal or external sources. All abusive and harassing calls should be reported immediately to their Manager and Security office. If the severity of the incident warrants, the matter will be investigated and a warning/ restricted access letter will be issued to the offending person(s).

The Employer will take all reasonable and necessary steps to protect the health and safety of employees and their families from threatening/violent behaviour arising out of employment.

The Employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, Joint Occupational Health and Safety Committees will be maintained locally and centrally.

9.02 **Visual Display Terminals**

After each hour of continuous operation of a V.D.T., a V.D.T. Operator shall have the opportunity for a change in such duties for a period of ten (10)

**April 1, 2005 to March 31, 2008**

---

minutes.

**9.03 Employees traveling on WSIB business are expected to travel in a safe manner and observe safe driving practices.**

64



**April 1, 2005 to March 31, 2008**

---

**ARTICLE 10**

**PAID HOLIDAYS**

The Employer recognizes the following days as paid holidays:

10.01 New Year's Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

~~Labour~~ Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

and any special holidays as proclaimed by the Governor General or Lieutenant Governor.

10.02 When any of these holidays fall on a Saturday, Sunday or an employee's scheduled day off, the previous or the following normal working day will be deemed a holiday(s).

10.03 To qualify for **this** benefit, the employee must have received pay from the employer for their last scheduled shift preceding or their first scheduled shift following the holiday.

LS

April 1, 2005 to March 31, 2008

**ARTICLE 11**

**VACATION**

**11.01 Calculation of Vacations**

Vacation leave and pay entitlement will be based on the employee's continuous service from their most recent date of hire. When a contract employee becomes permanent, their period of contract employment immediately before becoming permanent will be deemed continuous service for purposes of calculating the rate of vacation entitlement.

An employee will not accumulate vacation entitlement after any unpaid absence of sixty (60) consecutive working days. Accumulation will resume upon the employees return to work. Where the employee returns to work for less than five (5) consecutive working days, the absence will be considered continuous.

**11.02 Vacation Entitlement for Permanent Staff Employees**

Completed Service Years	Accumulation Rate	Total Days Per Year
Less than 7 Years	1 ¼ days/month	15
7 but less than 15 Years	1 2/3 days/month	20
15 but less than 25 Years	2 1/12 days/month	25
25 + Years	2 ½ days/month	30

**April 1, 2005 to March 31, 2008**

---

11.03 **Maximum Accumulation**

An employee may accumulate their unused vacation entitlement to a maximum of two (2) years entitlement as of December 31st of any year, With three months written notice from the employer, unused vacation in excess of two (2) years entitlement will be required to be taken as of December 31st in the third year, unless permission to carry forward has been given in writing.

11.04 **Vacation Less than Full Day**

Where the absence is less than a full day, the calculation will be based on quarter hours.

11.05 **Vacation Scheduling Within a Work Unit**

Vacation leave will be taken at a time consistent with the staffing requirements of the work unit, the wishes of the employee, and is subject to the approval of the Manager. Approval will not be unreasonably withdrawn. "Work Unit" is defined as Branch/ Sector/ Small Business Unit (whatever is applicable) on a geographic location basis.

Employees must submit requests by the last business day of March to take vacation during June to **August**, and by the last business day of August for December. Approved vacation schedules will be posted by the last business day of April and September respectively. The employer will consider the vacation requests of employees who have met the deadline in the following manner:

- (1) Management will determine their staffing

**April 1, 2005 to March 31, 2008**

---

requirements on a geographic location basis by job title within their Branch, Sector or Small Business Unit.

- (2) Vacation requests and scheduling will be completed within their "work unit" on a seniority basis by job title.
- (3) When a Branch, Sector or Small Business Unit has reached its capacity for granting vacation **by** seniority and job title, other "work units", which are over capacity, will be canvassed in order to allow for a greater opportunity to grant additional vacation requests. This will be subject to management approval from both "work units" and will for the vast majority of cases be applicable only in the District Offices. This again will be based on seniority, same job title and same geographic location.
- (4) Requests submitted after the deadlines will then be considered in the order they were submitted.  
Once approved, an employee's vacation will not be cancelled due to a conflicting request from another employee.

**11.06 Vacation to be Taken First**

When leave of absence without pay is granted together with paid vacation, the paid vacation is to be taken first. In the case of pregnancy or parental leave, the order will be **at** the employee's choice.

**April 1, 2005 to March 31, 2008**

---

**11.07 Illness on Vacation**

An employee who becomes ill while on vacation may request to have the period of illness applied against Attendance Credits and their vacation entitlement restored. The employer may request medical documentation to support the request.

**11.08 Termination Pay**

On termination, a permanent or probationary employee will receive pay for unused vacation entitlement at their current base rate of salary.

69

April 1, 2008 to March 31, 2008

---

**ARTICLE 12**

**GRIEVANCE PROCEDURE**

**12.01 Recognition of Union Stewards and Grievance Committee**

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward will prepare and present grievances in accordance with the Grievance Procedure.

The Employer will recognize one Chief Steward.

The allotment of recognized Stewards, Senior Stewards and Coordinators will be as follows:

<b>Sr. Stewards</b>	<b>Coordinators</b>	<b>Unit Stewards</b>	<b>Other Unit Advisory Positions</b>
Maximum 12	Maximum 40	Up to 2 per unit to a maximum of 80	Up to 3 per unit to a maximum of 120

**April 1, 2005 to March 31, 2008**

---

administration or alleged contravention of *this* Agreement including any question as to whether a matter is arbitrable. In such cases the procedure set out below will be followed.

12.03 In this Article, days will include all working days exclusive of Saturdays, Sundays and designated holidays.

The time limits contained in this Article may be extended on a case by case basis by agreement of the parties in writing.

**12.04 Staff Assistance**

- (a) The employee will be represented by a Union Steward at each stage of the grievance procedure and the management representative may have staff assistance present.
- (b) The Chief Steward, the Senior Steward or a member of the Union Executive Board or Council will be permitted to appear in the place of the local steward at any Step of the Grievance Procedure.

Similarly, one of these stewards will be permitted to accompany a new steward for the purpose of training when the new steward appears for their first three (3) grievances. The Union will reimburse the Employer for the time of the Chief Steward or Senior Steward, when appearing in addition to the new steward.

At the request of the union, a representative of the National Union may be present and

**April 1, 2005 to March 31, 2008**

---

represent the grievor at any Step of the grievance procedure.

**12.05 Complaints**

The parties agree that in an effort to address complaints in a timely and effective manner, management and CUPE officials will be provided with training and education in the area of alternative dispute resolution.

- (a) An employee who believes they have a complaint or a difference with the Employer may first informally discuss the complaint or difference with their Manager.
- (b) At any time within 20 working days of first becoming aware of the complaint or difference, an employee may initiate a formal complaint. In presenting a formal complaint to their Manager, the employee will have a Union Steward in attendance. If a formal complaint or difference is not satisfactorily settled by the Manager within ten (10) working days it may be processed in the following manner:

**12.06 Grievances**

The aggrieved employee will submit a grievance in writing through the authorized representative of the Union.

**Step No. 1**

If the Union considers the grievance to be justified, the Union through its authorized representative will file a grievance in writing with the grievor's Director

12



**April 1, 2005 to March 31, 2008**

---

within ten **(10)** working days of the date the grievor received (or should have received) the decision from their Manager.

The Director or their designate who has not heard the dispute in the complaint stage will hold a meeting with the Manager, Union and the grievor, within ten (10) working days of the receipt of the grievance and will give the Union and the grievor their decision in writing within ten (10) working days of the meeting.

Where the meeting is held outside of the grievor's work location, the employer will pay all costs of attending the meeting for both the grievor and their representative.

Where the Union deems it necessary to have a Senior Steward, Executive Board member or Member of the Union Council attend the Step 1 meeting, the Employer will grant time off to attend such meeting without loss of pay or credits.

**Step No. 2**

If the grievance is not resolved under Step No. 1 the Union may submit the grievance to the respective Vice President or their designate within ten (10) working days of the date that the Union and the grievor received (or should have received) the decision under Step No. 1.

The Vice President or their designate who has not heard the dispute in the complaint stage or Step 1 will hold a meeting with the Union and at the Union's discretion, the grievor, within ten (10)

---

**April 1, 2005 to March 31, 2008**

---

working days of the receipt of the grievance and will give the Union and the grievor their decision in writing within ten (10) working days of the meeting.

In situations of excessive delay by the Employer, and in order to have the grievance heard in a timely manner, the Employer agrees to pay one hundred percent (100%) of the grievor's travel, accommodation and meal expenses to attend the second step grievance meeting held outside the grievor's work location.

**12.07 Arbitration**

If the Union is not satisfied with the decision of the Vice President or their designate or if it does not receive the decision within the specified time, the Union may apply to the Grievance Settlement Board for a hearing of the grievance within fifteen (15) working days of the date the Union received the decision, or within fifteen (15) working days of the specified time limit for receiving the decision,

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

- (a) An employee who is a grievor or complainant and who has an application for a hearing before the Grievance Settlement Board or the Labour Relations Tribunal will be allowed leave of absence without loss of pay or credits, if required to be in attendance by the Board or Tribunal.
- (b) Upon written request by the Union with

April 1, 2005 to March 31, 2008

---

reasonable notice, an employee who has a grievance before the Grievance Settlement Board or who is required to appear as a witness will be permitted reasonable time without loss of pay or credits to prepare for the arbitration hearing. The leave of absence will be granted subject to work requirements. The Union will reimburse the Employer for the salary paid to the employee under this subsection.

- (c) An employee who has a grievance and is required to attend meetings arranged at Steps No. 1, and/or 2 of the Grievance Procedure will be given time off without loss of pay or credits to attend such meetings.
- (d) **This** section will also apply to the local Union Steward who is authorized to represent the grievor.

#### 12.08

- (a) During the probationary period the employer will be the sole judge of an Employee's ability and suitability for employment and dismissal will be at the Employer's discretion. Probationary employees will not be able to file a grievance related to termination of their employment but can do so if the probationary Employee(s) has been terminated in bad faith, arbitrarily or for reasons that are discriminatory or contrary to legislation.
- (b) Dismissal and discharge grievances will be heard at Step 2 of the grievance procedure provided they do so within twenty (20) working days of

75

**April 1, 2005 to March 31, 2008**

---

the date of dismissal.

**12.09 Policy Grievance**

Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement the Union shall be entitled to file a grievance at Step No, 1 of the grievance procedure provided it does so within forty-five (45) working days of the complaint or difference following the occurrence or origination of the circumstance giving rise to the grievance.

If the grievance covers more than one Branch, it will be filed with the Director, Employee Relations Branch.

**12.10 Group Grievance**

Where a number of employees have the same grievance, a group grievance signed by a union steward will be filed at Step 1 of the grievance procedure provided it is filed within twenty (20) working days following the occurrence or origination of the circumstance giving rise to the grievance.

If the grievance covers more than one Branch, it may be filed with the Director, Employee Relations Branch.

**12.11 Job Posting Grievance Procedure**

Where a grievance arises as a result of the job posting procedure in Article 5, such grievance will be filed at Step 1 with the respective Director, or their

---

**April 1, 2005 to March 31, 2008**

---

designate, of the department of the position vacancy that was posted.

At least one week prior to the meeting, the Employer will provide the Union with the selection documents for the successful candidate(s), the grievor and up to 5 qualified candidates. The Director or their designate will hold a meeting with a member of the hiring panel, the union and the employee within ten (10) working days of the receipt of the grievance and will give the grievor their decision in writing within ten (10) working days of the meeting.

Both parties acknowledge that this does not limit rights of either party to request information for a Grievance Settlement proceeding.

**12.12 Grievance Documentation**

Upon request of the Union or the employee, a copy of the performance review, disciplinary letters and educational achievements will be provided to the **union** and the employee when such matters relate to a grievance.

April 1, 2005 to March 31, 2008

---

### **ARTICLE 13**

#### **DISCIPLINE AND DISCHARGE**

13.01 When the Employer meets with an employee to advise of disciplinary action, the employee will be advised of the nature of the meeting and they have the right to Union representation. In the event of an employee's impending discharge, the Union will be given advance notice of such action.

Prior to and during the process of non-culpable progressive discipline for performance related issues, the Employer, Union and employee will meet to discuss possible alternative courses of action,

13.02 An employee will receive a copy of disciplinary letters at the time of the disciplinary meeting and prior to them being placed in their human resource file. Letters involving suspension or discharge will be copied to the Union office.

13.03 Employees will be advised in writing if the next step in the discipline process may involve an escalation in penalty to either suspension or discharge. An employee will be entitled to file a grievance provided it is done within twenty (20) working days of the date of receipt of the letter advising of suspension or discharge, Upon receipt of the written grievance, the Employer will provide the Union with the facts upon which the decision was based.

13.04 Any disciplinary warning will be removed from an employee's human resource file no later than eighteen (18) months from the date of offense,

**April 1, 2005 to March 31, 2008**

---

provided that there have been no similar warnings in that period, in which event the time for the application of this section will be counted from the date of the succeeding warning.

- 13.05 When an employee is absent in excess of ten (10) consecutive working days, they may be discharged **for** not providing a justifiable reason or for not notifying the employer, unless giving such notice was not reasonably possible.
- 13.06 When an employee, following a layoff, fails to return to work without justifiable reason within ten (10) working days of receiving a recall notice, they will be discharged. Recall notice will be given in writing and delivered to the employee's last known address. It will be the responsibility of the employee to keep the employer informed of their current address.
- 13.07 Discharge means termination of employment and loss of seniority unless reversed through the grievance / arbitration process.

April 1, 2005 to March 31, 2008

---

**ARTICLE 14**

**JOINT COMMITTEE**

- 14.01 The Employer and the Union agree that, in order to further positive labour relations, regular communication and consultation on matters of mutual interest is desirable.
- 14.02 The parties will establish a Joint Committee composed of a minimum of two Employer representatives and two members of the Union Executive. The committee will meet at least every two months to discuss general concerns, or earlier, as required, to discuss matters of an urgent nature.
- 14.03 The parties may establish similar Committees to review local/ regional concerns as they arise. These Committees will be comprised of local Union representatives and local Employer representatives.



April 1, 2005 to March 31, 2008

---

## **ARTICLE 15**

### **ATTENDANCE CREDITS**

All probationary and permanent staff employees are entitled to attendance credits on the following basis:

#### **15.01 Amount of Accumulation**

One and one-half (1 ½) days for each full calendar month of ~~work~~ employment.

An employee will not accumulate attendance credits after any unpaid leave of sixty (60) consecutive working days.

#### **15.02 Credit for Employees Returning from Long Term Disability**

In the event of absence due to illness during the first four (4) months following their return to full-time work, an employee who qualified for and was in receipt of Long Term Disability benefits from the insurance carrier as provided for in this Agreement, and who has exhausted all attendance credits, may borrow up to six (6) attendance credit days.

Any of such days used, which are in excess of the employee's normal accumulation, must be repaid from later credits earned or in cash on termination of employment. No employee will be allowed to borrow any more than six (6) attendance credits in total,

#### **15.03 Credit for New Employees**

In the event of absence due to illness during the first ~~four~~(4) months of employment, a new employee may borrow up to six (6) attendance credit days,

**April 1, 2005 to March 31, 2008**

---

Any of such days used, which are in excess of the employee's normal accumulation, must be repaid from later credits or in cash on termination of employment.

**15.04 Notification of Absence**

In all cases of absence the employee is responsible for notifying their Manager within **two** (2) hours from commencement of regular duties on the first day of absence, giving the reason and the estimated duration. This requirement would not apply where the circumstances make it unreasonable.

**15.05 Proof of Illness**

An employee absent **for** illness may be required to provide a medical report that establishes that they were unable to work due to illness. This will not be required unless the absence is for more than three (3) working days or where **an** employee has been warned in writing regarding an alleged misuse of attendance credits. Where a medical report is required, the employee will be responsible for the cost of the initial report. The employer will be responsible for the costs of all subsequent medical reports required.

**15.06 Termination of Employment**

**An** employee who has three or more years of service, and leaves the service of the Employer, will receive **a** cash payment based on fifty per cent (50%) of their unused attendance credits, at the rate of pay being received at the time of termination. The maximum any employee may receive under this provision is

April 1, 2005 to March 31, 2008

---

twenty-six (26) weeks of salary.

**15.07 Deductions from Attendance Credits**

A deduction will be made from the accumulated attendance credits for all absence due to illness. Where the absence is less than a full day the calculation will be based on quarter hours.

Up to 15 minutes.....0.25 hour  
16 to 30 minutes.....0.50 hour  
31 to 45 minutes.....0.75 hour  
46 to 60 minutes.....1.00 hour

April 1, 2005 to March 31, 2008

---

## **ARTICLE 16**

### **LEAVE OF ABSENCE**

#### **16.01 Justifiable Personal Reasons**

In each of the following circumstances the employee will provide prior notice where practical, and if not practical, will notify the Manager as soon as it is.

- (a) A leave of absence from work will be granted for justifiable personal reasons such as the employee's marriage, religious holidays, or sickness/injury in the immediate family requiring the employee's presence.
- (b) The Manager may approve a request for leave for other justifiable personal reasons.
- (c) Employees will be granted up to four **(4)** working days per year, with the approval of the Manager, in order to engage in personal and/or family preventative medical or dental care. On request, employees may be required to show proof of medical or dental care.
- (d) Where an employee who is granted a leave of absence under (a), (b) or (c) above has sufficient attendance credits, the leave of absence will be with pay and charged against attendance credits. A leave will not be considered punitively in a performance appraisal.

#### **16.02 Bereavement Leave of Absence**

An employee who has a bereavement in their immediate family will be granted up to and including five **(5)** days absence with pay. Immediate family

**April 1, 2005 to March 31, 2008**

---

means spouse, (as defined in Section 2(b) of Appendix 3), parents and child. For this provision “step” relationships are considered as immediate family.

An employee who has a bereavement in their family will be granted up to and including three (3) days absence with pay. Family means brother, sister, parents-in-law, grandparents, grandchildren, son-in-law and daughter-in-law. For this provision “step” relationships are considered as family.

In the event of the death of an employee’s brother-in-law, sister-in-law or grand parents-in-law, the employee will be given one days’ leave with pay to attend the funeral.

An additional day’s traveling time, in each direction, will be granted in order for the employee to attend the funeral if such is to be held in excess of 600 kilometers from the employees home.

**16.03 Jury Duty**

An employee who is called for Jury Duty, subpoenaed as a witness or required in court for matters arising out of their employment, will be paid their salary for the necessary period of absence from work. Any payment received, excluding expenses, will be paid to the Employer.

**16.04 Military Leave of Absence**

In addition to their regular vacation, an employee who is a member of the Armed Forces Reserves will be granted a leave of absence for:

**April 1, 2005 to March 31, 2008**

---

1. Prescribed military training once in a calendar year
2. One attachment (maximum period of one year) to full time service.

An employee on military leave will be paid their salary for the period of absence from work provided that any payment received, excluding expenses, will be paid to the Employer. An employee will advise the Employer prior to enrolling in the Armed Forces Reserves.

**16.05 Education Leave**

An employee will be granted leave of absence with pay to write examinations to upgrade their employment qualifications with the Employer.

**16.06 General Unpaid Leave**

An employee may be granted leave of absence without pay when they present a written request, in advance, providing reasonable cause. Such request is subject to approval by the Employer.

Seniority will only accrue for the first sixty (60) working days of the leave.

**16.07 Pregnancy and Parental Leave of Absence**

Pregnancy and parental leaves of absence will be granted to employees under the terms of the Employment Standards Act as amended from time to time. The provisions outlined in this Article summarize the pregnancy and parental leave of absence provisions of the Act and provide additional

**April 1, 2005 to March 31, 2008**

---

supplementary employment insurance benefits  
(**SEB**).

- (a) A pregnant employee who has completed at least 13 weeks of employment prior to the expected birth date will be eligible for a Pregnancy Leave of Absence for a period up to seventeen (17) weeks.

An eligible employee will provide the employer, prior to the start of the pregnancy leave:

- (i) The leave will be granted for any period of up to seventeen (**17**) weeks, commencing at any time during the period of seventeen (17) weeks immediately preceding the expected birth date and no later than the day of birth.
  - (ii) An employee who is prevented from returning to work by reason of personal illness at the end of the seventeen (17) weeks pregnancy leave of absence will then be considered to be on leave of absence due to illness.
- (b) An employee who becomes a new parent and who has completed at least thirteen (**13**) weeks of employment before the date the leave is to begin will be eligible for a Parental Leave of Absence for a period of up to thirty - five (**35**) weeks.

An eligible employee will provide the employer, prior to the commencement of the Parental Leave at least two (**2**) weeks written notice of the date the parental leave is to begin and end.

**April 1, 2005 to March 31, 2008**

---

An employee must begin parental leave:

- (i) no more than fifty - two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (ii) when the pregnancy leave ends, unless the child has not yet come into the custody, care

**Conditions of Pregnancy and Parental Leave of Absence**

**1. Benefits, Seniority and Service**

Employees will accumulate:

- (a) Union seniority
- (b) Service
- (c) Vacation Service

Employer paid premiums and contributions will continue providing the employee confirms in writing the benefits are to remain in effect and all related employee paid premiums and contributions will be made by the employee during the leave.

**2. Right of Return**

An employee returning from pregnancy or parental leave will be reinstated to their previous position, or where this is not practical, to an alternative, comparable position within the bargaining unit.



April 1, 2005 to March 31, 2008

---

**Supplementary Employment Benefits (SEB)**

**Pregnancy Leave**

During a pregnancy leave a new birth mother may be paid SEB providing the employee:

- (a) has at least one (1) year of continuous service with the employer, and
- (b) is eligible to receive Employment Insurance Benefits (EI).

To receive SEB during a pregnancy leave, an employee must:

- (a) request the SEB in writing,
- (b) confirm application or eligibility for EI benefits,
- (c) agree to repay the benefit with failure to return to work for a minimum of 6 months,
- (d) agree to WSIB pension plan contribution deductions.

Supplementary Employment Benefits may be paid:

- (a) During the first two weeks of the pregnancy leave with proof of application,
- (b) Up to fifteen (15) weeks of the pregnancy leave with proof of EI eligibility,

The pregnancy SEB will be based on the employee's gross base salary and will be paid to the maximum of 75% of the salary. Gross base salary is calculated on the employee's gross weekly wages before deductions, received on the last day worked prior to the start of the pregnancy leave less other premiums including, but not limited to irregular

**April 1, 2005 to March 31, 2008**

---

hours, overtime, shift premium or differential pay for temporary assignments.

Employees have no vested right to payments under the plan except to payments during the period of unemployment specified in the plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments made under the plan.

**Parental Leave**

During a parental leave a new birth mother, birth father, adoptive mother, and/or adoptive father may be paid SEB providing the employee:

1. has at least one (1) year of continuous service with the employer, and
2. is eligible to receive Employment Insurance Benefits (EI).

To receive SEB during a parental leave, an employee must:

1. request the SEB in writing,
2. confirm application or eligibility for EI benefits,
3. agree to repay the benefit with failure to return to work for a minimum of 6 months,
4. agree to WSIB pension plan contribution deductions.

Supplementary Employment Benefits may be paid:

- a) During the first two weeks of the parental leave with proof of application when applicable,

---

April 1, 2005 to March 31, 2008

---

- b) Up to ten (10) weeks of the parental leave with proof of EI eligibility,

The parental SEB will be based on the employee's gross base salary and will be paid ~~to~~ the maximum of 75% of the salary. Gross base salary is calculated on the employee's gross weekly wages before deductions, received on the last day worked prior to the start of the parental leave less other premiums including, but not limited ~~to~~ irregular hours, overtime, shift premium or differential pay for temporary assignments.

Employees have no vested right to payments under the plan except to payments during the period of unemployment specified in the plan.

Payments in respect ~~of~~ guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced ~~or~~ increased ~~by~~ payments made under the plan.

Upon request an employee may be considered for a general unpaid leave of absence. If the leave is granted it will not exceed 6 months.

#### **16.08 Credits Report**

As soon as practicable following the end of each calendar year, every employee will be advised of the number of vacation and attendance credits, and the amount of their pension contributions with interest, to ~~which~~ they are entitled.

April 1, 2005 to March 31, 2008

---

16.09 **Union Information**

When requested, the employer will provide the Union with the name, title, salary grade, location and anticipated duration of leave of absence for each Bargaining Unit employee who goes on leave of absence in excess of one week,

16.10 **Leave of Absence Right of Return**

- (i) When an employee returns to work after an approved leave of absence for reasons other than adoption, pregnancy or parental:
- of up to three (3) months, they will be returned to their former position;
  - between four (4) months and twelve (12) months, if their position is not available, they will be placed in a position in a comparable salary grade;
  - in excess of twelve (12) months, they will be returned to employment.
- (ii) When an employee returns to work after a leave of absence due to illness or injury up to twelve (12) months they will be placed in their former position. If the former position no longer exists, the employee will be placed in a position in a comparable *salary* grade. For leaves in excess of twelve (12) months they will be returned to employment.

April 1, 2005 to March 31, 2008

---

## **ARTICLE 17**

### **LEAVE OF ABSENCE FOR UNION ACTIVITIES**

#### **Intent**

When an employee is elected as an official representative of the Union, a new relationship develops between the employer and the employee that includes the development and maintenance of a harmonious relationship between the parties. The Employer recognizes that all union representatives have an enhanced responsibility to the Union, its members and the Employer.

The Employer acknowledges time off work for Union duties will not be construed in performance appraisals as absence from work.

#### **17.01 Recognition of Union Representatives**

The Union will advise the Director Employee Relations of the names and locations of union representatives immediately following their election.

If required, the employer will modify, as follows, the work assignments of elected representatives in order to allow them to perform their union duties:

- redistribution of workload; or
- the addition of temporary staff; or
- with the agreement of the employee, transfer to a less sensitive position, with no loss of pay or penalty

#### **17.02 Leave of Absence:**

All requests for leave of absence for union

**April 1, 2005 to March 31, 2008**

---

representatives under this Article will be sent to the Director, Employee Relations by a designated representative of CUPE Local 1750.

Following discussion with the employee's Operating Manager, the Employer will then confirm or deny the request with the designated union representative.

The request for leave must be made as far in advance as is practical. The absence will be granted, including reasonable time for travel, subject to work requirements. Permission will not be unreasonably withheld.

Union representatives will continue to accrue seniority, credits, and benefits during Union leave except as noted in Article 17.06.

**17.03 Union Paid Time Off**

The Union will reimburse the Employer for the salary paid to employees for whom leave is granted for the following.

**(a) Conventions and Education Courses**

The Employer will grant a leave of absence, for not more than five (5) consecutive days, to each employee delegate to attend union conventions and / or union education courses with at least ten (10) working days written notice from the Union.

Managers will not be required to grant a leave of absence for more than one person at any one time under this provision. The Employer will consider exceptions, subject to the work requirements, in

**April 1, 2005 to March 31, 2008**

---

individual offices.

**(b) Conducting Internal Union Business Affairs**

The Employer will, with at least ten (10) working days notice from the Union, grant leave to union representatives for the purpose of conducting the internal business affairs of the Union.

**(c) Collective Agreement Negotiation, Mediation, Arbitration**

The Union may designate up to five (5) additional members to participate in negotiation, mediation or interest arbitration, in addition to the Union President, Chief Steward and 6 elected members of the union negotiating committee.

**17.04 Employer Paid Time Off**

**(a) Collective Agreement Negotiation, Mediation, Arbitration**

The Employer will grant paid leaves of absence to the elected members of the Union negotiating committee who participate in negotiation, mediation or interest arbitration without loss of pay or benefits. The Union President, Chief Steward and not more than six (6) employees will be permitted such leave for any one (1) set of negotiations.

The Employer will grant up to five (5) working days paid leave (maximum of 35) for each member of the Union's negotiating committee for the purpose of preparing proposals for negotiations with ten (10) working days written notice of request. The

**April 1, 2005 to March 31, 2008**

---

Employer will also grant seven (7) working days paid leave (maximum of **49**) to the elected negotiating committee for purposes of ratification.

(b) **GSB/ OLRB Hearing/ Grievance Meetings**

Please refer to Article 12.07.

**17.05 Union Local President**

The Union will, following the election of President immediately advise the Director, Employee Relations in writing of the name of the employee. A leave of absence with pay and all benefits shall be granted from the employee's permanent position for the duration of the term of office. The Union President, during their term of office, will be paid at the maximum rate of the third salary grade above their current, permanent salary grade.

On completion of the President's term of office, the employee will return to their previous position and service will be deemed to have been continuous for all purposes. Upon returning to their previous position, the employee's salary will be adjusted under Schedule A, recognizing their length of service in the President's role for purposes of incremental increases.

If during this leave of absence the employee's previous position is affected by technological and/or organizational change, the employee will at that time be notified in accordance with Article 6. The actual notice period will not start until the employee completes their term of office.



**April 1, 2005 to March 31, 2008**

---

**17.06 CUPE National**

When an employee is selected for a full time position with the National Union, the Employer will be advised in writing by the local union. The Employer will grant the employee an unpaid leave of absence for a period of up to one (1) year.

An additional year may be granted if requested by the Local. Such permission will not be unreasonably withheld.

Leaves to the National Union will be limited to two employees at any one time. Benefits will not be provided during their leave of absence and will be held until the employee(s) returns to work. Seniority will continue to accumulate up to a maximum of two (2) years.

The Employer will be advised three (3) months prior to the expiration of the leave of absence as to whether a years extension on the leave of absence will be requested or whether the person intends to return to work. For leaves of shorter duration, one (1) month's notice will be given,

Upon completion of the leave of absence the person may return to their previous position, Benefits will be reinstated at the current level.

If during this leave, the employee's previous permanent position is affected by technological and/or organizational change, they will be notified in accordance with Article 6. The actual notice period will not start until the employee completes their term of office.

April 1, 2005 to March 31, 2008

---

## **ARTICLE 18**

### **PAYMENT OF WAGES AND ALLOWANCES**

18.01 The Employer will pay salaries by bi-weekly direct deposits. Payments will be made on the fourth working day following the close of the pay period and in accordance with the salary rates outlined in Schedule "A".

A pay period is defined as 14 consecutive days, Sunday through Saturday

With each wage payment an employee will be provided with an itemized statement of their salary, overtime and other supplementary pay and deductions in a sealed envelope.

### **18.02 Classification and Job Evaluation System**

#### **1. Classification**

##### **(a) Classification of Employees**

Every employee covered by this Agreement will be classified under a salary grade or level, job title and/or job description appropriate to the occupation in which they are regularly employed, and in accordance with Schedule "A" of this Agreement.

Employees will remain so classified for the duration of this Agreement, unless transferred to another job, or unless the work changes significantly, in which case the employee and the Union will be advised.

##### **(b) Elimination of Present Classification**

Existing classifications will not be eliminated or

**April 1, 2005 to March 31, 2008**

---

substantially changed without notice to the Union. The Employer will provide this notice in advance.

2. Job Evaluation System

The parties have developed and implemented a joint job evaluation system. This system includes the job description process, the job evaluation process, the maintenance process, communication of results and dispute resolution. The parties agree that the Joint Job Evaluation Committee will be responsible for ensuring the ongoing operation of the system.

(a) Committee Mandate

The Joint Job Evaluation Committee (the Committee) is responsible for evaluating all Bargaining Unit jobs using the Job Evaluation Plan. The Job Evaluation Plan and process will be reviewed periodically and the list of Benchmark jobs will be reviewed annually through discussions between the parties to ensure it continues to adequately measure and value the work of the bargaining unit workforce. The Committee will report concerns over the integrity of the Plan and process to the Employer and the Union. Changes will be made by mutual agreement.

(b) Committee Membership

The Committee will be made up of three Employer and three Union representatives. Each party will also appoint three alternate members. The committee members will receive Joint Union/Management training. A quorum for Committee meetings will be two members from each party.

**April 1, 2005 to March 31, 2008**

---

The Committee will meet at the request of either party.

Salary costs for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the employer.

**(c) Plan Documents**

The Job Evaluation Plan; the Point Band Model Structure; Factor and Sub-Factor Weights, and a job description shall be the tools used for job evaluation. Any changes to the above will be agreed to by both parties.

**(d)**

The Employer ensures that job descriptions for all staff are current and reflect required duties and responsibilities. In the event of change, the Employer and Employee(s) should agree to the new required duties and responsibilities and submit the proper documentation to the Committee for review.

Where agreement cannot be reached following a resolution meeting between the parties the Employer will finalize the job description and submit the proper documentation to the Committee for review.

The Employer has final accountability for the job content in the job description.

**(e)**

Upon request, employees will receive a copy of their job description from their manager. Employees can request of their Manager that their job description

100

**April 1, 2005 to March 31, 2008**

---

be rewritten and reevaluated due to changes in the required duties and responsibilities.

### **3. Job Analysis**

#### (a) Job Description Definition

The purpose of a job description is to document the nature and level of the work required. This includes a short summary outlining the purpose of the job, and a list of the major duties, responsibilities and job requirements. **A job** is evaluated on the basis of the highest level of skill, responsibility, effort, and working conditions required to perform the primary functions of the job.

#### (b) Job descriptions will be written/reviewed:

- when a new job is created,
- new jobs will be reviewed within twelve months of their creation unless otherwise agreed to by the parties to confirm the accuracy of the job description,
- when the duties and responsibilities have changed due to the introduction of new technology, legislative requirements or restructuring in the organization,
- as part of regular Maintenance. It is the Employer's responsibility to regularly review a job to determine if the required job duties and responsibilities have changed. The Employer will ensure that job descriptions accurately reflect required duties and responsibilities. The Employer will review all jobs every 4 years and **submit** the results to

---

**April 1, 2005 to March 31, 2008**

---

the Committee for evaluation where required.

The Committee will be provided with a record of jobs that require a review within the twelve months and four (4) year intervals.

(c) Process for the Re-writing of Job Descriptions

It is the responsibility of the Employer to:

- collect job information
- review/write job descriptions
- validate job description with the incumbent(s) and Manager.

If an employee declines to validate their job description, in an effort to facilitate resolution, a meeting will be held with the Employee, Manager, Union representative and Employer representative to finalize the duties of the job in question.

The revised job description will be referred to the Committee for evaluation.

#### **4. Job Evaluation**

(a) Definition

Job evaluation is a process for measuring the relative worth of jobs in an organization using the universal factors of skill, responsibility, effort and working conditions as defined in the JJE Plan.

(b) Purpose

The purpose of Job Evaluation is to:

- measure the nature and level of the work.

**April 1, 2005 to March 31, 2008**

---

- group jobs having relatively equivalent point values into point bands.
- assign point bands into pay grades in the salary schedule.
- provide the basis upon which wage rates are negotiated.

(a) Application of the Job Evaluation Plan

The following general rules will apply:

- The nature and level of work, and not the performance of the incumbent(s) is evaluated.
- Jobs are evaluated without regard to existing wage rates.
- Jobs are evaluated based on the level of skill, responsibility, effort and working conditions required
- The evaluation of each job will be relative to and consistent with all other jobs evaluated under the plan.

5. Committee Evaluation Process

The following outlines the Committee evaluation process for Joint Job Evaluation:

- Committee members will review all new and revised job descriptions prior to scheduled meetings.
- The Committee will meet to evaluate the new/revised job description.
- The evaluation results will be communicated in writing to the Manager, who will advise the job incumbent(s) in writing.

**April 1, 2005 to March 31, 2008**

---

**6. Appeal Process:**

Incumbents who disagree with the evaluation results may make one request, in writing, for reconsideration as follows:

- The request must outline the required job duties that were not considered.
- All requests for reconsideration of job evaluation decisions must be submitted to the Employer within thirty (30) working days from the date of written notification to the employee unless otherwise agreed to by the parties.
- The request must be a joint submission to the Committee by the employee(s) and their Manager within thirty (30) working days unless otherwise agreed to by the parties. The job description will be updated and validated where the Employer concurs.
- Upon submission to the Committee the Appeal will be heard within sixty (60) working days unless otherwise agreed to by the parties.

**Non Consensus**

When the Committee cannot reach consensus, the Employer and the Union will each designate a representative to join the Committee to discuss the matter. Where there is only one dissenting vote, the matter will be taken as agreed. The decision of the Larger Committee is final and binding.

If the Larger Committee cannot agree, the Union may apply to the Grievance Settlement Board. The Employer reserves the right to raise the preliminary



**April 1, 2005 to March 31, 2008**

---

objection of arbitrability. In the interim, the decision of the employer will be implemented.

The Employer and the Committee will endeavor to complete the entire process within eight weeks from the date of request.

**7. Implementation of Decision**

If a job is reclassified to a higher pay grade, the rules for salary adjustment under Schedule "A" will apply. The effective date of the reclassification will be the date that the Manager and employee agree that the change in job duties occurred. If no agreement exists, the effective date will be 20 days prior to the date the submission for review was submitted in writing.

When a job is not significantly changed but is reclassified to a lower salary grade, only the Income Protection provision in Article 6.07 will be applied.

April 1, 2005 to March 31, 2008

---

**ARTICLE 19**

**PILOT PROJECTS**

19.01 The Employer may initiate Pilot Projects to test new work methods, organizational structures, or technologies, prior to implementing them in the workplace. In general, the duration of a Pilot Project will not exceed twelve months.

The Employer will meet with the Union at least 30 days before the project commences to discuss the purpose, duration, evaluation of the project, and the participation of Union representatives on the project team. If the Union is not afforded formal participation, arrangements will be made to meet on a regular basis to discuss the project's progress.

During the project, no participating employee will have their pay reduced. Any permanent job changes arising from the project will be dealt with according to the terms of Article 6.

April 1, 2005 to March 31, 2008

---

**ARTICLE 20**

**CHECK OFF OF UNION DUES**

20.01 Every employee in the bargaining unit will have a sum equivalent to the bi-weekly dues of the Union, deducted from their pay, in accordance with the Constitution and By-Laws of the Union.

20.02 The deductions referred to herein will be deducted from the regular pay of employees and shall be payable to the Secretary-Treasurer of the Union and forwarded in care of the Head Office of the Canadian Union of Public Employees in Ottawa no later than the 15th day of the following month. Upon thirty (30) days notice from CUPE, Local 1750, the payee shall be changed to: CUPE, Local 1750 and forwarded to CUPE, Local 1750, 5045 Orbitor Dr., Building 12, Suite 202 Mississauga, Ont., L4W-4Y5

A list will be provided showing in alphabetical order the names and payroll numbers of all employees having dues deducted, together with a monthly total for each employee, the accumulated total of each employee for the calendar year and the average weekly wage of bargaining unit employees based on actual earnings.

20.03 The Employer will provide the Union upon request with a separate Bargaining Unit employee listing giving the employee's name and home address in alphabetical order, salary grade, gross weekly salary and transfer date.

20.04 The Union must advise the Employer in writing of

**April 1, 2005 to March 31, 2008**

---

the amount of the regular dues to be deducted, which amount will continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.

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

**April 1, 2005 to March 31, 2008**

---

**ARTICLE 21**

**EMPLOYEE BENEFITS**

The Employee Benefit Plans set **out** in this article shall apply to all eligible employees in the Bargaining Unit. The Specifications of the Benefit Plans and the cost sharing arrangements are attached as Appendix "3" and forms part of this Collective Agreement.

**21.01 Employee Benefit Plans**

- (a) Extended Medical Care Plan  
- Extended Health, Semi Private, Vision
- (b) Long Term Disability Insurance
- (c) Group Life Insurance (Basic **and** Optional)
- (d) Employee Accidental Death and  
Dismemberment Plan
- (e) Group Travel Insurance Plan
- (f) Dental
  - (i) Employees will be reimbursed one-hundred percent (100%) for all basic covered services in accordance with the current Ontario Dental Association Fee Schedule **as** may be amended from time **to** time.
  - (ii) Major restorative 50% co-insurance, \$2500 maximum annually.
  - (iii) Orthodontics 50% co-insurance, \$3000.00 lifetime maximum.
  - (iv) The Employer will pay one hundred percent (100%) of the premiums for this plan.

April 1, 2005 to March 31, 2008

---

**21.02 Workplace Safety & Insurance Coverage**

(a) *General*

Employees are covered under the provisions of the Workplace Safety & Insurance Act.

(b) *Entitlement*

A probationary or permanent staff employee who is absent from work as a result of a compensable accident will, where an award is made, receive full salary during the period of disability. The amount of compensation payable for this period will be paid to the Board.

Where an award is made, the compensation received during the year will be reported as per the requirements of the Canada Revenue Agency (CRA).

Where an award is not made under the Act, the non-compensable absence will be considered as absence under the conditions of Article 15 and/or 16 of the Collective Agreement as applicable.

(c) Vacation & Attendance Credits

During the period of absence resulting from a compensable (WSIB) accident, attendance and vacation credits will continue to accrue.

**21.03 Joint Insurance Benefits Review Committee**

i. The parties have established a Joint Insurance Benefits Review Committee. The terms of reference are set out herein.

ii. Purpose of the Committee

110

**April 1, 2005 to March 31, 2008**

---

The purpose of this committee is to facilitate communications between the Employer and the Union on the subject of employee benefits including Medical Care, Hospital Semi-Private Coverage, Long Term Disability Insurance, Group Life Insurance, AD & D, Group Travel Insurance, Dental Plan and such other negotiated benefits as may, from time to time, be included in the employee benefits plan.

It is understood that the 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. The matters for consideration by this committee, shall be only as set out in these terms of reference.

iii. **Composition of Committee**

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

iv. **Duties of the Committee**

The duties of the committee shall consist of the following:

- (1) Development of the specifications for the public tendering of any negotiated benefits which may be included in the Employee Benefit Plan;

April 1, 2005 to March 31, 2008

---

- (2) Determination of the manner in which the specifications will be made available for public tendering;
- (3) Consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
- (4) Recommendation to the Employer on the selection of the insurance carrier or carriers to underwrite the Employee Benefit Plans;
- (5) Review of the semi-annual financial reports on the Employee Benefit Plans; and
- (6) 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 in the Bargaining Unit, the past financial history of the benefit plans subsequent to the establishment of this committee, the employee data, the format of the retention illustration for each coverage and the financial reporting requirements, Tenders shall be entertained by the Committee for 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



**April 1, 2005 to March 31, 2008**

---

carrier's service capabilities and the expected long term net cost of the benefits to be provided.

v. **Experience Review**

The committee will meet every six months to review the financial experiences subsequent to the date of the signing of this Collective Agreement, under these coverages. The specifications for tender will describe the information to be included in the semiannual 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 Union.

If the Joint Insurance Benefits Review Committee fails to agree on a recommendation to the Board on the selection of the insurance carrier(s) to underwrite the Employee Benefit Plan, the members of the said Committee nominated by the Employer and the Union may each make a recommendation in

**April 1, 2005 to March 31, 2008**

---

writing to the Board on the selection of the insurance carrier(s) supported by reasons for their respective recommendations.

It is understood that the Board at all times retains the right to select whatever carrier(s) (to underwrite the Employee Benefit 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.

Note: The word “Board” refers to the Corporate Board of the Workplace Safety & Insurance Board, Ontario.

vi. **Meetings**

The Committee will meet at the request of either party.

Salary costs for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the employer.

vii. **Notice of Changes To Benefits Plans**

Two months advance notice shall be given to the Union for changes to the Benefits Plans.

April 1, 2005 to March 31, 2008

---

**ARTICLE 22**

**CONTRACT EMPLOYEES**

Contract employees (part-time and full-time) who are ordinarily required to work more than thirteen (13) hours per week, and contract employees who work on a regular and continuing basis are entitled to the following provisions. This Article does not apply to permanent employees (non-bargaining unit or bargaining unit) who are on temporary assignments.

**This** Article, together with Articles 2, 3.02, 4.01, 5, 7, 8, 9, 12, 13.01, 20, and 23 constitutes the entire Agreement between the parties on this subject.

- (a) Wages will be paid on an hourly basis based upon the rules of Schedule "A".
- (b) When a paid holiday occurs, as specified in Article 10, the Employee will be paid in accordance with the Employment Standards Act.
- (c) Vacation pay will be based upon four percent (4) percent of earnings and will be paid bi-weekly.
- (d) Overtime will be paid for authorized work performed in excess of thirteen (13) hours per week or in excess of the contract employee's regularly scheduled work week if this is greater than thirteen (13) hours.
- (e) Union dues will be deducted from all contract employees in accordance with Article 20.

**April 1, 2005 to March 31, 2008**

---

- (f) Contract employees who work a full time weekly schedule will be entitled to shift premiums in accordance with Article 7 of this Agreement.
- (g) When a contract employee becomes a permanent employee and successfully completes their probationary period, seniority will be calculated as outlined in Article 4.01. Seniority shall accumulate on the basis of actual time worked. 1885 hours worked is equivalent to one year of seniority.
- (h) An amount of thirteen percent (13%) of regular earnings shall be paid on a bi-weekly basis to contract employees in lieu of benefits. WSIB pensioners or pre retirement employees (on early leave) hired on a contract are not entitled to this amount.
- (i) Two **(2)** weeks before the expiration of their current contract each employee will be advised whether their contract will be renewed. A contract employee whose contract is not renewed is not entitled to file a grievance specific to the non renewal.
- (j) Under Article 5, length of continuous service with the Employer will be used to determine the successful candidate. Should length of service be equal, the rules in Article 4.05 will be used.
- (k) Where a contract employee or employees have performed the same work, for a period

**April 1, 2005 to March 31, 2008**

---

than eighteen (18) consecutive months, the Employer will determine whether there is a continuing need for the work to be performed on an ongoing basis. The Employer will establish permanent positions in the appropriate salary grade to perform that work and **will** fill vacancies in accordance with Article 5 (Recruitment, Selection, Reassignments and Transfers).

The Union and the Employer will meet to discuss any extensions. Contracts will not be extended without the agreement of the Union.

- (l) Upon request the Employer will provide the Union a listing of contract employee name/ agency hire, job title, geographic location, **salary**, date of hire and expected duration of the work assignment.

April 1, 2005 to March 31, 2008

---

## **ARTICLE 23**

### **NO DISCRIMINATION/ HARASSMENT**

23.01 There will be no discrimination or harassment practiced. This includes but is not limited to reasons of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed or religion, sex, sexual orientation, age, marital status, same sex partnership, family status, record of offences, physical or mental disability, or any other reason as outlined in the Ontario Human Rights Code, as amended from time to time.

Harassment is defined as engaging in a course of vexatious comments or conduct that is known, or ought reasonably to be known, to be unwelcome.

Harassment of a sexual nature is comprised of sexual comments, gestures, or contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided and/or coercive. Both males and females may be victims of such actions.

23.02 There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.

#### 23.03 **Mutually Agreed to Third Party:**

The Employer and Union recognize extenuating circumstances that may lead to the need for third party investigations. With Employer agreement,

**April 1, 2005 to March 31, 2008**

---

**disputes will be submitted to a mutually agreed upon  
third party.**

April 1, 2005 to March 31, 2008

---

**ARTICLE 24**

**PERFORMANCE APPRAISALS**

**24.01 Performance Appraisals and Progress Reports**

Performance appraisal documents are designed to coach and develop employees and as such are not disciplinary documents.

The employee will be shown a copy of performance appraisals and progress reports before they are placed in their Human Resources file. The employee may add their comments to the report before it is entered in the file. The employee will be provided a copy of the performance review and any other information they request from their file.

**24.02 Employee Appraisals**

The Employer will supply the Union with copies of the rules and procedures of the current Employee Appraisal System, including any information, instructions or guidance provided to Managers.



**April 1, 2005 to March 31, 2008**

---

**ARTICLE 25**

**WORK / LIFE BALANCE**

**25.01 Preamble:**

The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all employees and recognizes the inherent worth and dignity of every employee.

The Employer undertakes to:

- Protect the safety and health of its employees when assigning work, covering absence or vacation leave,
- Ensure that there is no unreasonable workload imposed on an employee.

The Employer and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable and reasonable distribution of workload.

The Employer will ensure that employees know what is expected of them by providing ongoing performance feedback and collaborate on development objectives through regular supervision.

**25.02 Flex Work Arrangements**

**Principles**

(a) It is necessary to encourage trust and promote dialogue between Managers, employees and their representatives as we work ~~through~~ the details and

**April 1, 2005 to March 31, 2008**

---

solutions of a wide variety of proposals and issues.

Having regard for normal business needs, the Board agrees to support full time employees to reschedule/realign their workday or work week in order to give themselves a better balance between home and work.

Under any arrangement an employee can neither gain nor lose income by participating. With the exception of vacation or where attendance credits are allowed to be used, an employee will be required to make up the difference in work hours, on a straight time basis within two pay cycles following the return to work.

Probationary employees cannot be considered for a flexible work arrangement.

Managers will exercise discretion on including employees on a trial period (Article **5**) in a flexible work arrangement.

If management determines a negative impact on service delivery, management will meet with CUPE Local 1750 to discuss the rationale for terminating a Flexible Work Arrangement.

Employees cannot create a compressed workweek by eliminating the entire paid breaks or forfeiting their entire lunch subject to the following:

- Although the usual lunch break is forty-five (45) minutes in duration, longer and shorter lunch breaks may be scheduled, subject to operational requirements. Lunch breaks will not be shorter than thirty (30) minutes.
- Although the usual paid breaks are fifteen

**April 1, 2005 to March 31, 2008**

---

(15) minutes each in duration, they will not be shorter than ten (10) minutes each.

**(b) Terms and Conditions**

All flexible work arrangements presently in existence will continue. Subject to operational needs and further review, new requests will be considered based on date of submission and seniority by Sector/Branch, in the same geographic location and same job. In determining approval for competing requests, seniority will be the determining factor based on the individual's seniority or on the average seniority of the group.

**(c) Overtime**

Overtime will be paid for hours worked over and above the employee's standard workday under the Flexible Work Arrangement (FWA).

**(d) Paid Holidays**

Paid in accordance with Article 10 and the "Principles" section above.

**(e) Vacation & Attendance Credits**

Use of attendance and vacation credits for less than a workday will be calculated to the next 15 minute increment.

Full day absences will be deducted on actual time scheduled.

**(f) Training Programs**

For compressed work week arrangements an

---

**April 1, 2005 to March 31, 2008**

---

employee scheduled to receive training on their normal day off will be given another day off within the work cycle or at a time that is mutually agreed to by the Manager **and** the employee.

Employees will be expected under any training program to work the equivalent of their full time hours within their cycle.

**(g) Bereavement Leave**

Bereavement leave will be recognized as 7.25 hours of pay and also time away from work for a full 24 hour period.

**In** order to maintain **an** employee's regular salary and to provide them with their time off, an employee may use available time as follows:

- (i) Lieu/ banked/ overtime hours
- (ii) Attendance Credits
- (iii) Vacation time
- (iv) Make up the time

**(h) Termination of Arrangements**

The termination of a Flexible Work Arrangement will occur at the end of the current FWA cycle if any one or more of the following occur:

- (i) **At** any time, by mutual agreement of the parties (employee(s) and Manager).
- (ii) Where an employee involved in the flexible work arrangement:
  - a. Leaves the organization

**April 1, 2005 to March 31, 2008**

---

- b. Moves to another position (permanent or temporary)
  - c. Is either affected by an employee exercising their bumping rights or is required to exercise their bumping rights to obtain another position.
- (iii) If the remaining members of an FWA and their Manager cannot resolve issues related to an extended absence and / or vacation, of another participating member.

Subject to a minimum trial period of 6 months, with 30 working day written notice (which may be included in the trial period) issued by any of the involved parties (Manager and employee(s)).

\*During **peak** vacation periods the employer may with 15 working day notice require an employee who is on a FWA arrangement to temporarily return to a regular work week schedule.

**(i) Return to Full Time 5 Day Work Schedule**

Where a flexible work arrangement has been terminated, the involved employee(s) will return at the end of the notice period, to their full time position and work schedule.

**25.03 Part Time Employment for Permanent Employees**

At no time will there be more than 5% of the bargaining unit population, as established February 1st of each year, in part time work. New requests for

125

---

**April 1, 2005 to March 31, 2008**

---

part time hours will be considered based on seniority by Sector/Branch, in the same geographic location, recognizing the following conditions:

- Part time employment will exist where an employee and Manager reach agreement for such an arrangement.
- Part time employment will consist of a minimum of 14 ½ hours per week.
- The part time job will be the same as the full time job performed by the employee.
- The Manager and the employee will agree to a start date.
- Part time arrangements will be for a minimum duration of ~~6 months~~. Inclusive of this period, with 6 weeks written notice, the employee or the Manager may confirm a return to full time hours or portion thereof.
- Benefits and seniority will be prorated based on the percentage of full time hours.

**Training Programs for Part Time Employees**

~~Part~~ time employees attending full time formal training programs will be compensated for additional time on a straight time basis, unless they are required to work in excess of 7 ¼ hours per day. The Manager must provide 3 weeks notice in writing for the training program.

When the employee is not provided with 3 weeks notice of the formal training program they will be compensated for the additional time on a straight time basis, however, in addition, they will receive

---

**April 1, 2005 to March 31, 2008**

---

a premium of \$20.00 per day for each day or part of a day, in addition to their normal schedule. Alternatively, where possible, they may elect to defer to attend at a later date when sufficient notice may be provided.

**25.04 Home Office Program:**

Any work at home arrangement, on an occasional or regular basis, must be required by the Employer.

**(a) Application**

Factors management will consider in deciding to approve a work at home arrangement include:

- employees are required to perform 60% or greater of their regular work hours as assigned from their home office location.
- the work to be performed is operationally feasible.
- the quality and quantity will be at least as good as that performed at the workplace.
- the work can be performed in a cost effective manner
- all terms of employment including the collective agreement and health and safety standards and policies will be upheld.

a) Management will identify those job classifications for which the Home Office Program is an option based on the criteria listed above. Employees in these job classifications will be provided with the option of a work at home arrangement once they have successfully

**April 1, 2005 to March 31, 2008**

---

completed their probationary or trial period. Additionally, these employees will be provided with the option of entering the Home Office Program once they are working 60% or greater of their regular work hours as assigned from their home office location.

The Specifications of the Home Office Program are attached as Appendix "6".

**25.05 Pre-Paid Leave Plan (effective January 1, 2006):**

The Re-paid Leave Plan exist to enable employees in any given year, to take a one (1) year leave of absence without pay and to finance **this** leave through pre-tax deferral of salary over four years of the leave as permitted under the Income **Tax Act** (Canada). The Employer reserves the right to limit the number of Employees in any one year to take a leave from a work group.

- a) In order to be eligible for a Re-paid Leave Plan, the employee must have a minimum of three (3) years seniority.
- b) Employees will be considered based on their bargaining unit seniority.
- c) In the interest of maintaining customer satisfaction, the employer reserves the right to limit the number of employees to a cap of 2% in any one year to take a leave.
- d) The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be:
  - Four **(4)** years deferral of one-fifth of annual



**April 1, 2005 to March 31, 2008**

---

- base salary in each year followed by one (1) year of leave;
- e) Employee benefits will be calculated according to the terms of the Collective Agreement.
- During the leave period, attendance and vacation credits will not accumulate (accrued at 100% for first 4 years). Basic Life, AD&D, LTD will remain in effect. Any optional insurance that is employee paid will remain the responsibility of the employee and will be paid in advance of the leave,
  - Medical and dental plan coverage will remain employer paid for sixty (60) consecutive working days from commencement of the leave. The employee may opt for continued coverage for the duration of the leave. Premiums for continued coverage shall be paid prior to the commencement of the leave.
- f) Pension contributions shall be made and shall be calculated as if the full salary were received by the participating employee. During the deferral period, pension contributions will be based on the full annual base salary and shall be made by the Employer and employee.  
Upon return from the Pre-paid Leave, the employee may opt to buy back pension service for the year of leave as per the WSI A Pension Regulations.
- g) An employee returning to work from their year of leave will be reinstated to their previous job, or where this is not practical, to an alternative, comparable job within the bargaining unit.

**April 1, 2005 to March 31, 2008**

---

- h) Seniority shall accumulate during the year of leave however employment service time will not accumulate.
- i) An employee will not accumulate vacation entitlement beyond sixty (60) consecutive working days.
- j) The year of leave shall not count as a year of experience for salary progression on schedule **A**. General Increase for the year of the leave will be applied to base salary upon return from the leave.
- k) The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually.
- l) With mutual agreement leaves may be deferred for up to one year under circumstances which do not permit the leave to be taken at the time originally contemplated. Any monies accumulated shall remain in the "Pre-paid Leave Plan".
- m) In the event an employee successfully competes for a job within a year prior to the commencement of their leave the Employer may defer their leave for a period of up to one year.
- n) The one (1) year period of leave shall be consecutive over a ~~period~~ of 52 weeks.
- o) An employee who applies for a leave and is granted a leave shall have the option to withdraw at any time prior to commencement of the leave. Any monies accumulated shall be released from the "pre-paid leave plan" and paid to the employee. Where possible 6 months and no less

April 1, 2005 to March 31, 2008

---

than 60 working days advance notice will be provided.

- p) If during this leave of absence the employee's previous position is affected by technological and/or organizational change, the employee will at that time be notified in accordance with Article 6. The actual notice period will the leave is concluded.

#### **25.06 Joint Workload Committee**

The Employer and the Union recognize their shared commitment for the delivery of quality service to Ontario's Workers, Employers and Stakeholders, Accordingly, the parties will support and maintain a Joint Workload Committee responsible for considering workload concerns.

##### **a) Committee Membership**

The committee will be made up of no less than 2 Employer and 2 Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

Salary cost for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the employer.

##### **b) Committee Mandate**

The Workload Committee will review systemic workload issues. The Committee will be able to

**April 1, 2005 to March 31, 2008**

---

review workload issues with any area they deem appropriate to acquire sufficient knowledge of the issue in order to make recommendations.

The following may be taken into account when the committee reviews workload issues:

- Individual and team workload,
- Equalization & equitable distribution of work,
- Statistical account of time to perform various functions,
- Coverage for absences, special projects and vacations,
- Other workplace demands (i.e. committee work, meetings, training),
- Introduction of new technology and systems,
- Jobdesign.

The purpose of the Workload Committee is to make recommendations to the respective Vice President or Chief Officer, on workload issues relating to but not limited to the above factors.

c) **Role of the Employer**

The Vice President or Chief Officer, respectively will provide a formal response within 30 working days to the recommendations of the Workload Committee. Should a recommendation not be implemented, the reasons for the decision will be provided to the Workload Committee.

d) **Individual Complaints**

Individual workload complaints brought forward by employees will be considered in accordance

**April 1, 2005 to March 31, 2008**

---

**with the grievance process. The nature of the complaint and any resolution will be shared with the committee.**

April 1, 2005 to March 31, 2008

---

**ARTICLE 26**

**AMALGAMATION, SALE and MERGER**

**26.01 Amalgamation, Sale and Merger**

As contemplated in Article 6.02, the parties agree to meet to discuss rights that may be afforded to employees, in addition to the rights contained in the Collective Agreement, if the employer merges, sells or amalgamates, in whole or in part, with any other service provider. **This** would include discussions on how opportunities should increase in proportion to seniority.

The employer shall give the Union a minimum of forty (40) working days notice of its intention to merge, sell or amalgamate, in whole or in part, any work performed by employees within the Bargaining Unit.

The employer will make reasonable efforts to ensure that directly affected employees are offered positions with the new employer on terms and conditions that are as close **as** possible to the current Collective Agreement.

Where the salary of the job offered by the new employer is less than 90% of the employee's current salary, or if the employee's service or seniority is 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 6. The employee must elect whether to accept employment with the new employer within five working days

**April 1, 2005 to March 31, 2008**

---

**of receiving an offer. In default of election, the employee will be deemed to have rejected the offer with the new employer. When an employee agrees to be transferred to a new employer they will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 6.09.**

**April 1, 2005 to March 31, 2008**

---

**ARTICLE 27**

**INDEMNIFICATION of EMPLOYEES:**

**27.01 Indemnification of Employees**

The WSIB will provide legal representation and indemnification to employees in legal proceedings arising out of alleged acts or omissions in the performance of their duties if the employee has acted honestly and in good faith. ~~This~~ does not include offences under the Highway Traffic Act.

Legal representation and indemnification will not be provided if the WSIB is satisfied that an employee knowingly and intentionally acted in direct violation of WSIB policy or instruction, had no reasonable grounds to believe their conduct was lawful or committed fraudulent, criminal or malicious acts.

Potential or actual legal proceedings, complaints or claims (including lawsuits), demands ~~for~~ payment, and complaints to the Human Rights Commission, the Ombudsman or any professional licensing body must be reported to the General Counsel and Vice President, Legal Services as soon as possible.

Legal Services will decide whether exclusive carriage or handling of the defense of any claim including settlement, should be assumed by the WSIB or whether separate counsel will be retained. A Legal representative will **be** appointed **at** no cost to the employee if it has been determined that the employee has acted honestly and in good faith,

An employee will be required to retain separate

-----



**April 1, 2005 to March 31, 2008**

---

counsel, if it appears that the interest of the WSIB and the employee may be adverse. Whether legal costs of separate counsel will be paid by the WSIB will be determined by Legal Services on a case by case basis,

If an employee fails to cooperate with their appointed legal representative, the WSIB may refuse to represent the employee and recommend that the employee retain separate legal counsel at their own expense.

The WSIB will not be responsible for legal fees or disbursements, or reimburse such expenses when an employee chooses to retain separate legal counsel without prior knowledge and approval from the **WSIB**.

**April 1, 2005 to March 31, 2008**

---

**ARTICLE 28**

**FE''**

28.01 Pension

- a) The Employer and Union recognize that the Administrator of the WSIB Employees Pension Plan has a fundamental fiduciary obligation to act in the best interest of all pension plan members.

The Employer will maintain the WSIB Employees' Pension Plan during the term of this Collective Agreement subject to the terms of the WSIB Employees' Pension Plan, continued under section 171 of the *Workplace Safety and Insurance Act* as amended from time to time, as set out in O. Reg. 455/97 as amended from time to time.

The Employer is committed to full transparency of matters pertaining to the Plan and will promptly notify the Union of any recommendations concerning plan enhancements, governance, changes to employer funding contribution rates and actuarial assumptions in advance of implementation and the details thereof.

The Employer and Union shall negotiate matters pertaining to the Pension Plan during collective bargaining.

The Employer and the Union also acknowledge that the *Workplace Safety and Insurance Act* may be amended by the Legislature at any time and

**April 1, 2005 to March 31, 2008**

---

that such amendments are beyond the control of the Employer. The Employer and the Union further acknowledge that changes to O. Reg. 455/97 must **be** approved by the Lieutenant Governor in Council in order to be effective.

b) Meetings

The Employer and Union will meet at the request of either party to discuss pension matters including plan enhancements, governance, changes to employer funding contribution rates and actuarial assumptions. It is also understood that this material is confidential and should not be publicly released without consent of the Employer.

Salary cost for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the Employer.

**April 1, 2005 to March 31, 2008**

---

**ARTICLE 29**

**GENERAL**

**29.01 Apparel**

The Employer will provide apparel and safety equipment to employees where required by the employer.

**29.02 Additional Language Payment**

- (i) When an employee is authorized to use a language other than English during the course of their employment, they will be compensated on the following basis:
  - (b) their position has not been identified as requiring the second language, at the rate of \$11.00 per hour for all such authorized work time.
  - (c) their position has been identified as requiring a second language, they will be paid an annual payment on a level per skill required (reading, writing and oral interaction) of \$500.00 per skill at the "B" level or \$250.00 per skill at the "C" level.
- (ii) This provision does not apply to any position, the core function of which is work in a language other than English.

**29.03 Days**

"Day(s)" will mean, "working day(s)" unless otherwise specified.

**April 1, 2005 to March 31, 2008**

---

**29.04 Printing of the Collective Agreement**

The parties will share the cost of printing sufficient copies of the Collective Agreement. This printing will be done by employees in the Bargaining Unit, or an outside printing firm which is a union shop, without delay, following the signing of the Agreement.

April 1, 2005 to March 31, 2008

---

**ARTICLE 30**

This agreement shall take effect as of **April 1, 2005** and will continue in full force and effect up to and including the **31st day of March, 2008** and will continue automatically thereafter for periods of one (1) year each unless either party notifies the other in writing that it wishes to amend this Agreement in accordance with the Crown Employees Collective Bargaining Act, as amended.

**Dated at Toronto, this 16th day of March, 2005.**

**For the Workplace Safety &  
Insurance Board**

**For the Canadian Union of  
Public Employees,  
Local 1750**

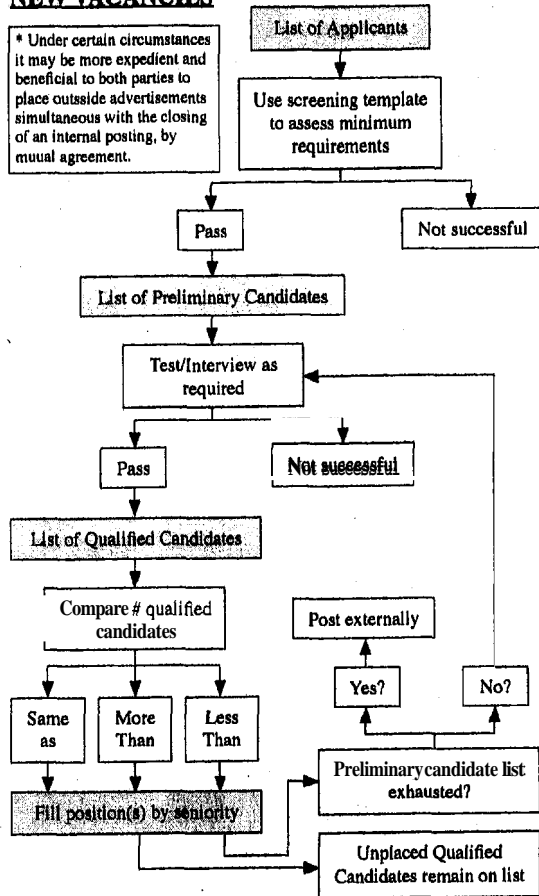
---

Steve Jackson  
Trish Blanchard  
Andrew Doppler  
Susan Jakobson  
Richard Morrison  
Oran Laing

Harry Goslin  
Patricia Homonnay  
Martin Gaspar  
Robin Nethersole  
Nick Norvack  
Dan Duguay  
Mike Camiot  
Jim Braund  
Ian Thompson

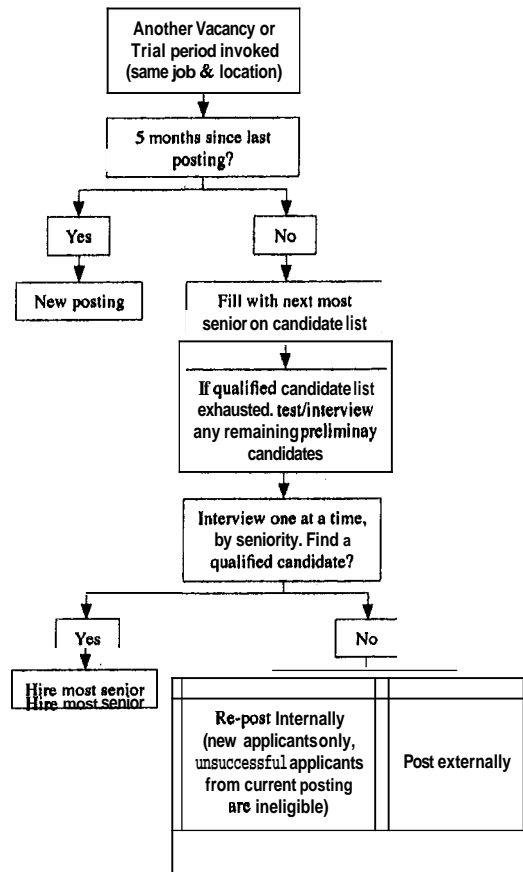
APPENDIX 1 April 1, 2005 to March 31, 2008

**RECRUITMENT & SELECTION PROCESS –  
NEW VACANCIES**



April 1, 2005 to March 31, 2008

**RECRUITMENT & SELECTION PROCESS =  
SUBSEQUENT VACANCIES WITHIN 5 MONTHS**





April 1, 2005 to March 31, 2008

---

**APPENDIX 2**

**PERMANENT OFFICE CLOSURE**

Should the employer decide to permanently close an office, a joint committee will be established immediately, with the intent of reaching agreement, in good faith, on any special provisions, beyond those contained in the Collective Agreement, that may be necessary to assist employees.

**April 1, 2005 to March 31, 2008**

---

### **APPENDIX 3**

#### **EMPLOYEE BENEFIT PLANS**

##### **1 Employee Benefit Plans**

The Employer will contribute toward the billed premiums of the Benefit Plans in accordance with the cost share or amounts as shown in this Appendix.

##### **2 (a) Eligibility for Benefits Coverage**

Employees shall be eligible for coverage under the Employee Benefit Plans set out in this Appendix, Therefore, for the purpose of Article 21 and this appendix:

The term "Employee" shall mean probationary employee and employee with seniority in accordance with Article 4. The time periods required to be eligible for benefits coverage and for the cessation of coverage shall be as set out in the applicable Benefit Plans. For the purposes of clarity, the Benefit Plans shall have no application to Contract Employees.

##### **2 (b) Definition of Dependent for Group Insurances**

Eligible dependents shall include;

- (i) spouse who is a person married to the insured employee; or if not married to the insured employee, cohabits with such employee in a continuing conjugal **or** same sex relationship and resides in the same country in which the insured employee resides;
- (ii) children under twenty-one (21) years of age who

**April 1, 2005 to March 31, 2008**

---

- are unmarried, not employed in full-time work;
- (iii) 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
  - (iv) children twenty-one (21) years of age and over, mentally or physically infirmed and who are dependent.

\* Child includes birth child, step or foster child of the employee or spouse, legally adopted child or child under legal guardianship.

**3(a) Employee Benefit Plans Specifications**

Notwithstanding Article 21 it is recognized that the details of the benefits are provided here for the purposes of information and that the complete terms and conditions of the Benefit Plans will be set out in detail during the term of this agreement.

This Appendix summarizes benefits coverage but does not replace the official plan documents. If there is a difference between this information and the official pian document, the official plan document will prevail.

**3(b) Extended Medical Care**

The Employer shall pay one hundred percent (100%) of the monthly premiums for the Extended Medical Care including but **not** limited to Extended Health Care, Semi-Private Hospital Insurance and Vision Care Plan to the Insurance Carrier,

**April 1, 2005 to March 31, 2008**

---

Coverage for employees under this plan commences on the 1st day of the calendar month following the date of employment.

The Extended Health Care and Semi-Private Hospital Insurance Plan provides for the reimbursement of one hundred percent (100%) of the cost of prescription drugs, i.e. not available over the counter, one hundred percent (100%) of the cost of semi-private hospital accommodation and one hundred percent (100%) of the cost for the following services:

Charges for accommodation in a licensed chronic care or convalescent hospital up to three dollars (\$3.00) per day and limited to one hundred and twenty (120) days per benefit year.

Charges up to ten dollars (\$10.00) per day to a maximum of one hundred and twenty (120) days during the life of this agreement for care in a licensed private hospital when prescribed by the attending physician in writing.

**3(c) Miscellaneous Medical Expenses**

Charges for miscellaneous medical expenses when not covered by any Government agency including but not limited to:

**(i) Paramedical Payments:**

Paramedical payments for massage therapy when administered by a registered *masseur/masseuse* and authorized by an attending physician. In addition paramedical payments for speech therapy, physiotherapy, occupational therapy, osteopathy,

---

**April 1, 2005 to March 31, 2008**

---

podiatry, chiropody, naturopathy (including homeopathy), chiropractic, and acupuncture. Paramedical payments will be limited to six hundred dollars (\$600) combined maximum each calendar year per plan member and dependent. Treatment will be by Registered Professionals and will be governed by existing legislation for Health Professionals.

\*benefit year will convert to calendar year effective January 1, 2006

(ii) **Clinical Psychologist:**

Payment for services of a registered clinical psychologist up to one hundred dollars (\$100.00) for the first visit and sixty dollars (\$60.00) per hour to a maximum of six hundred and forty dollars (\$640.00) per eligible person during a calendar year.

(iii) **Devices:**

Purchase or rental of standard-type wheelchair (electric powered wheelchair must be a medical necessity), hospital bed, crutches, cane, walker, oxygen set, respirator, needles, syringes, testape, lances, glucometers for diabetes, and Aero-chambers.

Purchase of artificial limbs, eyes, splints, trusses, casts, cervical collars, braces, catheters, urinary kits, external breast prosthesis, ostomy supplies, corrective prosthetic lenses and frames (once only per person), wigs following chemotherapy (once only per person) and for juvenile Alopecia.

(iv) **Travel / Medical fees:**

**April 1, 2005 to March 31, 2008**

---

Payment for professional services of a physician where permissible by law and incurred while the person is traveling or temporarily residing outside his or her province of domicile when the physician's fees are over the medical association fee guide and are not greater than what would be paid in the province of domicile.

(v) **The Vision Care Plan provides:**

Coverage up to three hundred and seventy five dollars (\$375.00) maximum 24 consecutive months per each adult employee, spouse and dependents; twelve (12) months for children eighteen (18) years of age or under for:

- Eyeglasses (frames and/or lenses including contact lenses), and/or replacement glasses prescribed as a result of an eye examination by a licensed medical doctor, ophthalmologist or optometrist and purchased while coverage is in force. This benefit may also be used for charges incurred to repair existing glasses (frames and/or lenses).
- Optometry Eye examinations not covered by the Provincial Health Plan .

Coverage for laser eye surgery to a maximum of seven hundred fifty dollars (\$750.00) per eye on a once only basis.

(vi) **Custom made footwear:**

Custom-made orthotic insoles **two**(2) pairs per calendar year to a maximum of two hundred and fifty

150

---

**April 1, 2005 to March 31, 2008**

---

dollars (\$250.00) per pair

Custom-made orthopedic shoes two (2) pairs per calendar year, to a maximum of fifteen hundred dollars (\$1500.00) per pair

(vii) *General:*

- Admittance to a hospital for diagnosis as an in-patient, out-patient or for emergency purposes.
- Private nursing duty when prescribed by the attending physician *in* writing and with prior approval of the Plan Carrier.
- Hearing Aids including digital, at five hundred dollars (\$500.00) every 5 years including initial batteries.
- Purchase of an Insulin Pump on a one time only basis to a maximum of five hundred dollars (\$500.00).
- Purchase of a CPAP or BIPAP (sleep apnea) on a one time only basis to a maximum of five hundred dollars (\$500.00).
- Professional ambulance services (the difference between the government agency allowance and the customary charge).
- Oxygen and its administration.
- Bandages or surgical dressing, blood transfusions, radium **and** radio-isotope treatment.
- Dental care when necessitated by a direct accidental blow to the mouth. Plan Carrier must be notified immediately and treatment must commence within 90 days of the date of the accident.

**April 1, 2005 to March 31, 2008**

---

- Prostate specific antigen (PSA) test to a maximum of fifty dollars (\$50.00) annually.

**3 (d) Long Term Disability Insurance (LTD)**

Eligible employees shall be enrolled in the LTD Plan on the first day of the month following hire. Effective May 1, 2002 any employee who has been on LTD for two (2) years and enters into the "any occupation" category will not accumulate attendance and vacation credits.

Effective October 1, 1992 the Employer will pay one hundred percent (100%) of the premiums for the LTD Plan to the Insurance Carrier on behalf of eligible employees in the bargaining unit.

Gross employee earnings is defined as including gross regular salary, overtime earnings, shift premiums, second language bonus, additional language pay, differential, job premium and travel pay.

The LTD Benefits is the lesser of five thousand dollars (\$5,000.00) monthly or sixty-six and two-thirds percent (66-2/3%) of the employee's gross regular salary as of the date of disability, payable from the 61st calendar day of continuous absence due to total disability.

From the 61st day through to the 90th day of continuous absence, this benefit shall be paid by the Board.

Commencing on the 91st day this payment shall be paid by the Insurance Carrier. Acceptable medical

152



**April 1, 2005 to March 31, 2008**

---

confirmation is required before any payments are made.

Certain employees will be eligible to receive disability payments from the Canada Pension Plan, and/or the WSIB Pension Plan. The total payment, including LTD will be paid to a maximum of 90% of gross regular salary. An employee **must** make application for Canada Pension Plan disability benefits within one month of claim commencement date and supply proof of application to the LTD carrier. Failure to apply will result in an offset being applied as if CPP benefits were approved. If an employee receives payment from Canada Pension Plan and/or the WSIB Pension Plan, the total amount including LTD payments that is in excess of 90% of gross regular salary for the entitlement period shall be recovered from future LTD entitlement or by cash payment.

Payments will continue up to twenty-four (24) months, if the employee is disabled from performing regular work and up to age sixty-five (**65**) if totally disabled.

An employee may be required to submit a medical examination at the request of the Insurance Carrier.

Totally Disabled, under this Plan, means a continuous state of incapacity due to illness which - while it continues - throughout the Elimination Period and during the following 24 months of incapacity, prevents the employee from performing each and every duty of their normal occupation; - while it

---

**April 1, 2005 to March 31, 2008**

---

continues thereafter, prevents them from engaging in any occupation for which they become reasonably qualified by education, training or experience.

**Total Disability** - is the condition of being totally disabled,

Employees benefits coverage for Group Life Insurance, Dependent Life Insurance, and LTD will continue at **no cost** to the employee while the employee receives or is qualified to receive LTD benefits under **this** plan.

\*In all cases, payments under this plan shall cease at age 65.

**Termination of LTD Benefits**

An employee ceases to be insured on the earliest of the following dates:

- date of termination of employment
- on attainment of age 65
- the end ~~of~~ the period for which the last premium ~~is~~ paid to the carrier for the employee's insurance
- the date of termination of the policy

An employee is not eligible to commence receiving LTD benefits three (3) months prior to the attainment of age sixty-five (**65**).

**Rehabilitation**

If **an** employee who is in receipt of LTD benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative

**April 1, 2005 to March 31, 2008**

---

Employment" means remunerative service employment while not yet fully recovered following directly after the period of total disability for which LTD Benefits were received. When considering rehabilitative employment benefits, LTD will provide 66-2/3% of normal salary less 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 upon agreement with the Board and the Insurance Carrier.

The LTD benefits under rehabilitative employment shall be reduced by the amount that an employee's total earnings exceed one hundred per cent (100%) of his earnings as at the date of commencement of total disability,

These benefit provisions apply to all new claims approved from the date of signing the Collective Agreement.

### **GROUP LIFE INSURANCE PLAN**

#### **3 (e) Basic Life Insurance**

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

The basic life insurance plan shall provide:

coverage equal to one times the employee's basic annual salary; adjusted, if necessary, to the next

**April 1, 2005 to March 31, 2008**

---

higher multiple of five hundred dollars  
(\$500.00) if not already at a multiple of \$500.00.

**Optional Life Insurance**

Optional life insurance may be increased by an additional either one (1) or two (2) times the employee's basic annual salary or equivalent to either two (2) or three (3) times the employee's basic salary adjusted, if necessary, to the next higher multiple of five hundred dollars (\$500.00) subject to a maximum of three hundred and thirty thousand dollars (\$330,000.00).

The amount of life insurance (basic and/or optional) 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.

Employees become eligible for this benefit on the first day of the month following the date of hire.

If an employee does not choose the Optional Life Insurance within thirty (30) days of originally signing the application, "Proof of Insurability" acceptable to the Insurance Carrier will be required.

**Termination of Life Insurance**

Life Insurance Coverage will terminate on the earliest of the following dates:

1. The date of termination of employment.
2. The earlier of retirement or the attainment of age 65.
3. The end of the period for which the last premium is paid to the carrier of the employer's insurance.

**April 1, 2005 to March 31, 2008**

---

4. The date of termination of the policy.

**NOTE:** Those employees who remained on the insurance plan in effect prior to October 1, 1972, will receive coverage in accordance with that plan. However, the full premium for coverage of “one times annual salary” shall be paid by the Employer.

**Optional Dependent Life Insurance**

Dependent’s life coverage of \$10,000.00 for spouse and \$5,000.00 for each dependent child, is as defined in Section 2 of this appendix.

Employees become eligible for this benefit on the first day of the month following date of hire.

**Termination of Dependent Life Insurance**

Dependents’ coverage ceases from date the employee terminates his employment with the Employer, retirement or attainment of age 65 whichever occurs first. Coverage for dependent child ceases when the child no longer meets the definition set out in Section 2 of this appendix.

The spouse may convert upon the termination of service or the death of the employee, an amount up to \$2,000.00 of any other form of insurance except term, at the prevailing rates for the spouse’s age. No medical examination is required provided that application, for conversion, is made to the Insurance Carrier within thirty (30) days from date of death or termination.

**April 1, 2005 to March 31, 2008**

---

Conversion Provisions on Life Insurance

On termination of employment, an employee may apply to the Insurance Carrier for any type of insurance (except term) within thirty (30) days from the date of termination. The employee will not be required to undergo a medical examination and the cost of coverage will be based on the prevailing rates and the age of the employee.

**3 (f) Employee Accidental Death & Dismemberment**

An employee under age 65 shall be covered twenty-four hours a day for insurance equal to one times annual salary, but in no event more than \$ **300,000.00**.

An employee will become eligible for this coverage on the first day of the month following hire.

The premiums for this coverage shall be paid 100% by the Employer. Accidental Death & Dismemberment Insurance Benefit ceases on the date the employee terminates their employment with the Employer, attains age 65, or on the date of their retirement, whichever occurs first,

Full insurance is paid for loss of life, certain multiple limb losses and quadriplegia; proportionate amounts for loss of limbs, paraplegia, hemiplegia, loss of sight, speech and hearing. **Loss** means complete and irrevocable loss or with reference to limbs complete and irrevocable loss of use, not requiring complete severance of limb.

**3(g) Travel Insurance**

April 1, 2005 to March 31, 2008

---

An employee shall be covered for seventy - five thousand dollars (\$75,000.00) group travel insurance in case of accidental death while traveling on Board business. Specified fractional sums are paid for dismemberment.

An employee is eligible for coverage under this Plan when employed on a job requiring travel on Board business,

The premiums for this Plan will be paid one hundred percent (100%) by the Employer.

**3(h) Dental Insurance Plan**

1. The Employer agrees to provide a Dental Insurance Plan covering probationary and permanent employees and their dependants commencing the first day of the month after date of hire.
2. The cost of premiums for Dental Insurance will be borne by the Employer in accordance with the Collective Agreement.
3. Enrollment in the Plan is mandatory. Notwithstanding this, an employee may elect to waive coverage under this Plan if covered for dental benefits under another plan, and proof of such coverage is provided. Such employee will enroll in this Plan when coverage under the other Plan ceases. Coverage will commence on the first day of the month next following the date coverage under the other Plan ceases.
4. Coverage for an employee and his dependents ceases on the last day of the month in which employment

**April 1, 2005 to March 31, 2008**

---

terminates.

5. Benefits are payable on either the amount of the dentist's charge or the amount contained in the current Ontario Dental Association Fee Guide whichever is the lesser.
6. Listed below are the Dental Services covered under this **Plan**.

**Covered Dental Services**

	Procedure <b>Codes</b> (inclusive)
Clinical Oral Examination	01110-01400
<b><u>Radiographs</u></b>	
Intra Oral Films	02100-02144
Extra Oral Films	02201-02600
Cephalometric Films	02701-02800 02920-02930
Tests and Laboratory Examination	04100-04400
Case Presentation	05100-05200



---

**April 1, 2005 to March 31, 2008**

---

**NOTE**

In any 6-month period, 1 oral examination and bitewing radiographs are covered.

In any 36-month period, 1 complete oral examination and full series of radiographs are covered.

**Preventative Services**

Dental Prophylaxis                    11100-11300  
(only once every 6 months)

Fluoride Treatment                    12400

Other preventative services        13200-13210  
(only once every 6 months)

**Restorative Services**

Amalgam Restorations                21101-21225

Retentive Pins                        21301-21305

Silicate Restorations                2101-22102

Acrylic or Composite  
Restorations                        23101-23223

**Endodontic Services**

Pulp Capping                        31100-31110

Pulpotomy                            32201-32211

Root Canal Therapy                33100-33420

Apexification                        33501-33514

Periapical Services                34101-34212

Root Amputation                    34401-34402

Other Endodontic Procedures      39100-39120

Hemisection                        39210-39300

Bleaching                            39400

Intentional Removal,

April 1, 2005 to March 31, 2008

---

<b>Apical Filling and Reimplantation</b>	39501-39600
<b>Emergency Procedures</b>	39901-39985
<b><u>Periodontal Services</u></b>	
<b>Non-Surgical Services</b>	41100-41300
<b>Surgical Services</b>	42001-42500
<b>Adjunctive Periodontal Services</b>	43200-43600
<b><u>Other Services</u></b>	
<b>Denture Adjustment (minor - after 3 months from insertion)</b>	54250
<b>Denture Repairs</b>	55101-55104 55201-55204 5520,55530, 55570
<b>Denture rebase and/or relining</b>	56200,56201 56210,56211 56220,56221 56230,56231 56260,56261 56262,56263 56270,56271 56272,56273
<b><u>Surgical Services</u></b>	
<b>Removal of Erupted Tooth Uncomplicated</b>	71111

**April 1, 2005 to March 31, 2008**

---

Surgical Removal	72100-72240
Removal of Residual Roots	72310-72320
Surgical Exposure of Tooth	72410-72412
Transplantation of a Tooth	72430
Surgical Repositioning of a Tooth	72440
Enucleation of an unerupted tooth and follicle	72450
Alveoloplasty	73100-73110
Gingivoplasty and/or Stomatoplasty	73119-73120
Osteoplasty	73133-73141
Surgical Excision	74108-74409
Surgical Incision	75100-75110
Fractures	76198-76951
Frenectomy	77800-78110
Miscellaneous	79104-79604
Adjunctive General Services	91110
General Anaesthesia	92110-92120 92201-92340
Professional Consultation	93100
Professional Visit	94100,94200 & 94400
Drugs	96100 & 96101

**ORTHODONTICS**

**Orthodontic(s)**

80000, 80600, 80610, 80611, 80620, 80621, 80622,  
80630, 80640, 80650, 80700, 81100, 81101, 81102,

**April 1, 2005 to March 31, 2008**

---

81105, 81106, 81107, 81108, 81110, 81111, 81112,  
81113, 81115, 81116, 81117, 81120, 81123, 81124,  
81125, 81126, 81127, 81128, 81130, 81131, 81132,  
81133, 81140, 81161, 81162

**Space Maintainer**

81200

**Orthodontic(s)**

81201, 81202, 81203, 81204, 81205, 81206, 81207,  
81208, 81209, 81210, 81211, 81212, 81213, 81214,  
81215, 81216, 81217, 81218, 81219, 81220, 81221,  
81222, 81223, 81250, 81251, 81252, 81253, 81261,  
81291, 81292, 82045, 82050, 82100, 82101, 82102,  
82108, 82200, 82201, 82202, 82300, 83100, 83111,  
83112, 83200, 83201, 83202, 83220, 84000, 84100,  
84101, 84200, 84201, 84300, 84301, 84400, 84401,  
84410, 85100, 85101, 85200, 85201, 85300, 85301,  
86101, 86201, 86301, 87100, 87101, 87200, 87201,  
87300, 87301, 88100, 88101, 88200, 88201, 88300,  
88301, 89100, 89101, 89200, 89201, 89300, 89301,  
89500, 89520, 89530, 89550, 89560, 89570, 89580

**PROSTHODONTIC PROCEDURES**

**Inlays and Onlays**

24200 to 24203, 24300, 25100, 25111 to 25114,  
25120 to 25124, 25130 to 25134, 25141 to 25144,  
25200, 25300, 25400, 25500, 25511, 25521, 25530,  
25531, 25600 to 25605, 25711 to 25713, 25721 to  
25724, 25731 to 25733, 25741 to 25743, 25751,  
25752, 26100, 26200, 26500, 26600, 26650, 26700,

April 1, 2005 to March 31, 2008

---

26701, 26800, 26801

**Crowns and repair- to crowns, other than preformed stainless steel crowns which are described as a type B eligible expense.**

21301, 21421, 21422, 21423, 22401, 22410, 22411, 22420, 22501, 22510, 22511, 22520, 23601, 24101 to 24104, 27100, 27110 to 27114, 27120 to 27122, 27130, 27131, 27140, 27200, 27201, 27202, 27210, 27211, 27212, 27220, 27222, 27230, 27300 to 27302, 27310 to 27313, 27320, 27401, 27409, 27420 to 27425, 27500 to 27502, 27601 to 27603, 27610, 27620, 27640, 27699, 27700 to 27703, 27710 to 27712, 27721, 27722, 27800, 27801, 27809, 27810, 28101, 28102, 28211, 28212, 29100 to 29103, 29109, 29200, 29300 to 29303, 29309, 29600, 29610, 29700, 29900

**Repair of Bridges or Dentures**

Repair of Dentures

54200 to 54202, 54209, 54250, 54300 to 54304, 54401 to 54403, 54501 to 54503, 55100 to 55106, 55200 to 55204, 55301, 55302, 55400 to 55403, 55500 to 55502, 55509 to 55512, 55520, 55521, 55524, 55525, 55529 to 55531, 55534, 55535, 55539, 55570, 55600 to 55602, 55610 to 55612, 55700, 55800, 55810

Repair of Bridges

63001, 63002, 63009, 66100, 66111 to 66113, 66119, 66200, 66211 to 66214, 66219, 66300 to 66303, 66309, 66400, 66500, 66600, 66601, 66603, 66609,

**April 1, 2005 to March 31, 2008**

---

66610, 66612, 66613, 66619, 66620, 66700, 66701,  
66710, 66711, 66719, 66721, 66731, 66739

**Rebase or Reline of an existing partial or complete denture**

56110, 56121, 56200, 56201, 56210 to 56213, 56220 to 56223, 56230 to 56233, 56240 to 56243, 56250 to 56253, 56260 to 56267, 56270 to 56273, 56275, 56300, 56311 to 56313, 56321 to 56323, 56331 to 56333, 56342, 56343, 56400, 56411 to 56413, 56511 to 56513, 56521 to 56523, 56601, 56602

**Prosthodontic services: construction and insertion of bridges or standard dentures (once every 5 years)**

**Dentures**

51100 to 51104, 51110, 51120, 51200 to 51202, 51204, 51210, 51220, 51300 to 51303, 51310, 51320, 51400 to 51402, 51410, 51500 to 51503, 51600 to 51603, 51610, 51620, 51700 to 51703, 51801 to 51803, 51900, 51910, 51920, 52100 to 52103, 52110 to 52113, 52120 to 52123, 52200 to 52202, 52210 to 52212, 52220, 52221, 52230, 52231, 52300 to 52303, 52310 to 52313, 52320, 52321, 52400 to 52403, 52410 to 52413, 52420, 52500 to 52503, 52510 to 52513, 52520, 52525, 52530, 52531, 52535, 52600, 52601, 52610, 52611, 52620 to 52622, 52630 to 52632, 52700, 52710, 52800, 52900, 52910, 53101 to 53104, 53111 to 53113, 53201 to 53203, 53205, 53211 to 53213, 53215, 53301, 53302, 53401 to 53403, 53501 to 53503, 53611 to 53613, 53621 to 53623, 53701 to 53704, 53711 to 53713, 57201, 57202, 57205, 57402, 58200, 58201, 58210, 58400

April 1, 2005 to March 31, 2008

---

Bridges

60700, 62000, 62100 to 62103, 62110, 62200, 62300, 62400, 62500 to 62502, 62510, 62600, 62700 to 62703, 62711, 62800, 62801, 62900, 63300, 64101, 64102, 64201 to 64204, 64209, 64550, 64740, 64750, 65200, 65300, 65400, 65500, 66800, 67100 to 67102, 67110, 67121, 67129, 67131, 67139, 67200 to 67202, 67210, 67211, 67301, 67310, 67311, 67321, 67322, 67331, 67341, 67400, 67410, 67420, 67500 to 67502, 67600, 68100, 69100, 69101, 69201, 69300 to 69305, 69400, 69500, 69600, 69610, 69620, 69630, 69700 to 69705, 69710

Examples of Expenses Not Covered

- Expenses incurred for cosmetic purposes.
- Expenses for services received because of dental injury for which you or your insured dependents are entitled to receive payments under the Workplace Safety & Insurance Act.
- Any dental expenses covered by any other government plan.
- Expenses resulting from an act of war or hostilities.
- Expenses paid under any other insurance plan.
- Any service covered in whole or in part by **OHIP**.
- Dental charges for other than the defined services.
- Dental expenses for employees covered under Article 22 of this Collective Agreement.

April 1, 2005 to March 31, 2008

---

## **APPENDIX 4 • Language Proficiency Levels**

### **B LEVEL OF PROFICIENCY**

#### **READING**

This level requires the capacity to read and grasp the meaning of all correspondence including lay and medical reports related to the position and most other related reading with minimal vocabulary problems. Some specialized vocabulary may not be understood exactly but with repeated exposure will be learned.

#### **Examples:**

- reviewing thoroughly the employer's, employee's and doctor's reports to assess the validity of a claim
- reading briefs and documents submitted by outside groups or agencies

#### **WRITING**

This level requires the ability to write detailed letters and reports related to the position and to most other situations with few grammar and spelling problems.

#### **Examples:**

- writing letters to union representatives, MPP's etc. regarding claim **status**
- written explanation of assessment costs
- writing referral letter for worker to specialist giving medical history

#### **ORAL INTERACTION**

This level requires the ability to comprehend the



**April 1, 2005 to March 31, 2008**

---

average conversation or speech with minimal difficulty. The employee is able to participate fully in most conversations with minimal vocabulary problems. There may be some hesitation or trace of the mother tongue when speaking but these will be acceptable to Francophone listeners.

**Examples:**

- taking a detailed statement from an injured worker over the phone or in person
- giving speeches to local interest groups and answering questions
- conducting meetings with outside groups

**C LEVEL OF PROFICIENCY**

**READING**

This level requires the capacity to grasp the general meaning of routine correspondence in order to direct it to the appropriate area.

**Examples:**

- sorting or coding mail
- reviewing accident reports received in person to ensure that the form has been completed

**WRITING**

This level requires the ability to write standard (from prepared text) letters related to the position with only occasional problems in grammar and spelling. Correspondence varying from the standard reply will need review prior to mailing.

**April 1, 2005 to March 31, 2008**

---

**Examples:**

- returning worker's prescription receipts requesting further information
- sending the worker a photocopy of the claim file with a covering letter
- writing basic instructions or simple directions upon request

**ORAL INTERACTION**

This level requires the ability to understand discussions about familiar or routine subjects with only occasional difficulty.

The employee is able to converse about familiar subjects but will make occasional grammar mistakes. The employee will perform best in a one-to-one situation, and will be able to take part in some group discussions.

**Example:**

- answering inquiries at a reception desk
- answering telephone inquiries

April 1, 2005 to March 31, 2008

---

**APPENDIX 5**

**RECOGNITION (Inclusion / Exclusion)**

Job Title \_\_\_\_\_ Date Sent \_\_\_\_\_

Expected # of Positions \_\_\_\_\_ Exemption Criteria # \_\_\_\_\_

Salary Grade \_\_\_\_\_ Division \_\_\_\_\_

Compensation Representative \_\_\_\_\_

**New or Modified NBU Job**

**Notification under Article 1.02**

Please be advised that the attached job description represents a new NBU job, a modified NBU job or a current BU positions that is to be excluded from the Bargaining Unit. The modifications and/or the reasons for the exclusion are indicated below.

This opinion does not limit the employers' ability to expand arguments for exclusion to criteria not indicated or listed in this document.

Exclusion criteria;

- 1) The job requires a member of the architectural, dental, land surveying, legal or medical profession entitled to practice in Ontario and the position requires the incumbent to be employed in such a professional capacity.
- 2) The job requires the incumbent to exercise managerial functions.
- 3) The job requires the incumbent to work in a confidential capacity in matters dealing with labour

**April 1, 2005 to March 31, 2008**

---

relations.

- 4) **A** person who has duties or responsibilities that constitute a conflict of interest with their being members of a bargaining unit.
- 5) An increase in complement of positions currently in the NBU
- 6) There is an agreement between the employer & the union that has addressed this exemption.
- 7) Other reasons for exclusions or the modifications to the **job** are: (specify)

**April 1, 2005 to March 31, 2008**

---

## **APPENDIX 6**

### **HOME OFFICE PROGRAM**

In recognition of the changing nature of the work performed, opportunities to enhance work practices have been and will continue to be identified. Included in these are the mutual gains made by having employees in certain job classifications work on a regular basis in their home and away from the “normal” office setting.

The following high level guidelines require ongoing participation of both the employee and the manager to ensure success in the program.

#### **Health and Safety**

To ensure effective levels of health and safety:

- The employee will have a home office environment that poses no greater risk of injury or illness than exists in the current **WSIB** work environment.
- The employer and employee will ensure that the home office meets appropriate health & safety standards (noting ergonomic standards).
- The employee will agree to complete the attached checklist.
- Commencement of the program is conditional upon the completion of the form and correction of any identified deficiencies as well as the employee’s commitment to maintaining health & safety standards.
- All existing accident investigation/reporting requirements continue to apply.
- The employee will participate in yearly health and safety training programs provided by Corporate Health Centre and required of **WSIB** staff.

**April 1, 2005 to March 31, 2008**

---

- The employee and employer will establish and institute suitable responsibility systems for accident prevention.
- Subject to individual department protocols and needs, and in keeping with existing travel and business expense policies, the employee and the employer will establish mutually satisfactory methods for transporting work materials. This may include return courier delivery service or reimbursement for the employee's travel costs where transportation of the work materials may pose a health & safety hazard.
- The local Joint Health and Safety Committee will also monitor the ongoing safety issues relating to the Home Office Program and make recommendations it considers appropriate to minimize any health and safety **risks** identified.

**Privacy & File Security - Confidentiality**

To ensure appropriate confidentiality and file security, upon entry into the Home Office Program, the manager and employee will review all applicable privacy standards and/or protocols to ensure they are in compliance with legislated requirements and/or WSIB practices,

These practices will include, but not be limited to:

- The employee will secure their home office from the rest of their living quarters or secure files within a locked storage ~~area~~/filing cabinet when not in use.
- Copies of confidential documents, such as imaged claim files or microfiche firm files that are no longer needed, will be returned by the employee to the WSIB office for appropriate disposal or filing.

**April 1, 2005 to March 31, 2008**

---

**Communication**

To ensure regular and sufficient communication with customers/clients and WSIB staff:

- The manager will regularly communicate to **staff** working at home offices through voice mail, e-mail (where available) and regular **team** meetings.
- The employee will check and respond to voicemail messages in accordance with department criteria.
- WSIB office voice mail will be maintained to permit call transfers from General Enquiry and the toll free line.

**Available Work Space at Reporting Office**

To maximize the use of existing WSIB office space:

- Days in the office will be agreed to by the employee and the manager in advance.
- WSIB workspace will be made available to the employee for their identified day(s) in their reporting office.

**Travel Expenses**

- An employee participating in the **HOP** will be eligible for travel expenses ~~from~~ their home office work base in keeping with existing travel and expense policies.
- In keeping with these policies, it is not the intent of this program to require the employer to absorb expenses for the normal commuting cost of employees to their reporting office.
- Participation in the HOP does not constitute a change in the reporting office location.

195

**Home Office Program Expenses:**

The following equipment will be provided by the employer

**April 1, 2005 to March 31, 2008**

---

and must be returned to the WSIB upon exiting the Home Office Program:

- a lap top computer with a mouse and a keyboard
- a telephone headset (if required)
- a first aid kit
- a fire extinguisher
- lock box or securing mechanism to transport files and laptop
- other equipment as determined by the business

The employer will be responsible for repair, maintenance and installation of this equipment.

Participating employees will be provided with a one time home office set-up allowance not to exceed three thousand dollars (\$3000.00) to purchase, at a minimum, a lockable desk, a chair, a file cabinet with a lock and any other required items. Reimbursement will be made upon provision of receipts.

Employees will be expected to purchase furniture with warranties similar to those adopted by the WSIB Procurement Services. Employees may request replacement furniture once these warranties have lapsed.

The employee will be responsible for regular maintenance of this furniture as well as ensuring that their home office is ergonomically correct. In case of damage caused by or to this furniture, the employer will arrange for repair or a replacement, unless the damage results from unauthorized use or is caused deliberately.

Employees receiving this allowance must sign an



**April 1, 2005 to March 31, 2008**

---

agreement indicating that they will remain in the program for a minimum of 2 years. Should they withdraw from the program before the 2 years expires, employees must pay back the reimbursement according to the following pro-rated schedule:

- Before 6 months - 100 per cent of Home Office Program setup allowance
- Between 6 and 1 year - 50 per cent of Home Office Program setup allowance
- Between 1 and 2 years - 25 per cent of Home Office Program setup allowance

Should the work at home arrangement be terminated at the request of the manager, the employee will not be required to reimburse the setup allowance.

**Other eligible expenses**

The following additional expenses will be reimbursed to the participating employee upon provision of receipts:

- Installation and monthly costs of a dedicated telephone line with multiple capabilities.
- General office supplies, not to exceed \$600 annually, to cover the cost of items such as print cartridges.

**Technical Support**

The following technical support will be provided to the employee:

- SHIVA access or equivalent
- systems support for the laptop computer via the reporting office location

April 1, 2008 to March 31, 2008

**Termination or Suspension of Home Office Program**

Subject to a minimum trial period of 6 months, either the employee or manager can terminate or revisit the HOP option:

- at any time by mutual agreement of the employee and manager OR
- when the employee
  - leaves the organization
  - moves to another position (on a permanent or temporary basis)
  - is affected by an employee exercising their bumping rights
  - is required to exercise their bumping rights to obtain another position
- employee and manager cannot resolve issues related to performance

The employee may request that the HOP program be suspended to accommodate unique personal circumstances. Such requests will be subject to management approval.

**Health & Safety Inspection Checklist**

The following items will be inspected:

COMPLIANCE

NO CORRECTION  
NEEDED (if any)

**Walking Surface**

- No tripping hazards
- Cords anchored or covered
- No slip hazards present

	COMPLIANCE	CORRECTION NEEDED (if any)
No tripping hazards		
Cords anchored or covered		
No slip hazards present		

**April 1, 2005 to March 31, 2008**

---

**Furniture/Office Equipment**

Properly assembled and ergonomically correct (e.g. chair & work surface)			
In good working condition			
Secure from tipping			
Workspace not cluttered			

**Bookcases/Shelves/Cabinets**

Secured from tipping			
Drawers open one at a time			
Cabinets not overloaded			

**Other**

Lighting adequate			
Electric cords/outlets in good condition			
Fire extinguisher			
First aid kit			

Employee Initial      Manager Initial

**Review of other relevant policies:**

Health & Safety		
Travel & Business Expenses		
Privacy		
Other as required		

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Manager Signature  
{acknowledged discussion occurred}

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

April 1, 2005 to March 31, 2008

Schedule "A"

2005 Salary Summary, Permanent Full Time Employees  
Bargaining Unit Salary Ranged  
Effective April 1, 2005  
Permanent Full Time (36.25 hour week)

Salary Grade	Step	Annual Salary	Months to Next Step
810	1	27,103.49	6
810	2	30,114.74	Max
820	1	31,142.04	6
820	2	32,872.86	6
820	3	34,602.52	Max
830	1	33,779.32	6
830	2	35,766.67	6
830	3	37,752.88	6
830	4	39,740.23	Max



**April 1, 2005 to March 31, 2008**

<b>860</b>	<b>6</b>	<b>56,097.42</b>	<b>12</b>
<b>860</b>	<b>7</b>	<b>57,797.44</b>	<b>12</b>
<b>860</b>	<b>8</b>	<b>59,497.47</b>	<b>Max</b>
<b>870</b>	<b>1</b>	<b>54,660.78</b>	<b>6</b>
<b>870</b>	<b>2</b>	<b>56,612.79</b>	<b>6</b>
<b>870</b>	<b>3</b>	<b>58,564.80</b>	<b>6</b>
		<b>60,516.80</b>	
		<b>62,469.95</b>	
		<b>64,421.95</b>	
<b>870</b>	<b>7</b>	<b>66,373.96</b>	<b>12</b>
<b>870</b>	<b>8</b>	<b>68,325.98</b>	<b>Max</b>
<b>880</b>	<b>1</b>	<b>66,665.85</b>	<b>6</b>
<b>880</b>	<b>2</b>	<b>70,586.96</b>	<b>12</b>
<b>880</b>	<b>3</b>	<b>74,509.93</b>	<b>12</b>

**April 1, 2005 to March 31, 2008**

<b>880</b>	<b>4</b>	<b>78,430.35</b>	<b>Max</b>
<b>890</b>	<b>1</b>	<b>76,502.28</b>	<b>6</b>
<b>890</b>	<b>2</b>	<b>81,002.62</b>	<b>12</b>
<b>890</b>	<b>3</b>	<b>85,502.96</b>	<b>12</b>
<b>890</b>	<b>4</b>	<b>90,003.29</b>	<b>Max</b>

**2006 Salary Summary, Permanent Full Time Employees**  
**Bargaining Unit Salary Ranges**  
**Effective April 1, 2006**  
**Permanent Full Time (36.25 hour week)**

<b>Salary Grade</b>	<b>Step</b>	<b>Annual Salary</b>	<b>Months to Next Step</b>
<b>810</b>	<b>1</b>	<b>27,808.18</b>	<b>6</b>
<b>810</b>	<b>2</b>	<b>30,897.72</b>	<b>Max</b>

April 1, 2005 to March 31, 2008

820	1	31,951.73	6
820	2	33,727.55	6
820	3	35,502.19	Max
830	1	34,657.58	6
830	2	36,696.60	6
830	3	38,734.45	6
830	4	40,773.48	Max
840	1	39,787.31	6
840	2	42,128.16	6
840	3	44,467.82	12
840	4	46,808.66	Max
850	1	45,659.87	6
850	2	48,345.83	12



**April 1, 2005 to March 31, 2008**

<b>850</b>	<b>3</b>	<b>51,031.77</b>	<b>12</b>
<b>850</b>	<b>4</b>	<b>53,717.72</b>	<b>Max</b>
<b>860</b>	<b>1</b>	<b>48,835.99</b>	<b>6</b>
<b>860</b>	<b>2</b>	<b>50,580.21</b>	<b>6</b>
<b>860</b>	<b>3</b>	<b>52,323.27</b>	<b>6</b>
<b>860</b>	<b>4</b>	<b>54,067.49</b>	<b>6</b>
<b>860</b>	<b>5</b>	<b>55,811.73</b>	<b>6</b>
<b>860</b>	<b>6</b>	<b>57,555.95</b>	<b>12</b>
<b>860</b>	<b>7</b>	<b>59,300.17</b>	<b>12</b>
<b>860</b>	<b>8</b>	<b>61,044.40</b>	<b>Max</b>
<b>870</b>	<b>1</b>	<b>56,081.96</b>	<b>6</b>
<b>870</b>	<b>2</b>	<b>58,084.72</b>	<b>6</b>
<b>870</b>	<b>3</b>	<b>60,087.48</b>	<b>6</b>

April 1, 2005 to March 31, 2008

870	5	64,094.17	6
870	6	66,096.92	12
870	7	68,099.68	12
870	8	70,102.46	Max
[REDACTED]			
880	1	68,399.16	6
880	2	72,422.22	12
880	3	76,446.47	12
880	4	80,469.54	Max
[REDACTED]			
890	1	78,491.34	6
890	2	83,108.69	12
890	3	87,726.04	12
890	4	92,343.38	Max

April 1, 2005 to ~~March~~ 31, 2008

**2007 Salary Summary, Permanent Full Time Employees**  
**Bargaining Unit Salary Ranges**  
**Effective April 1, 2007**  
**Permanent Full Time (36.25 hour week)**

Salary Grade	Step	Annual Salary	Months to Next Step
810	1	28,559.00	6
810	2	31,731.96	Max
820	1	32,814.43	6
820	2	34,838.19	6
820	3	36,460.75	Max
830	1	35,593.33	6
830	2	37,687.41	6
830	3	39,780.28	6
830	4	41,874.36	Max

**April 1, 2005 to March 31, 2008**

[REDACTED]			
840	1	40,861.57	6
840	2	43,265.62	6
a40	3	45,688.45	12
840	4	48,072.49	Max
[REDACTED]			
850	1	46,892.69	6
850	2	49,651.17	12
850	3	52,409.63	12
850	4	55,168.10	Max
[REDACTED]			
860	1	50,154.56	6
860	2	51,945.88	6
860	3	53,736.00	6
860	4	55,527.31	6
860	5	57,318.65	6
860	6	59,109.96	12



**April 1, 2005 to March 31, 2008**

890	1	80,610.61	6
890	2	85,352.62	12
890	3	90,094.64	12
890	4	94,836.65	Max

**April 1, 2005 to March 31, 2008**

---

**SALARY RULES - SCHEDULE "A"**

The Employer will pay salaries in accordance with this Schedule and this Schedule will apply to all employees in the classifications listed herein. An employee will receive notice of at least one month if, due to performance, the incremental increase is not to be received.

1. The job start date is the date the employee commenced the current permanent job. When an employee in a temporary assignment is permanently confirmed in the same job, their job start date will be the date they began the temporary assignment.
2. When a contract employee becomes a probationary employee in the same job, their job start date will be the date they began their uninterrupted contract employment in that job. Interruptions of 3 weeks or less will be considered as continuous service.
3. The time periods set out at the top of the columns are reflections of the job start date set out in (1). Notwithstanding paragraph one, where an employee is transferred to a new position in the same salary grade, the job **start** date will not be changed.
4. An employee who is promoted will have their salary adjusted to the next highest salary amount in the new salary grade, and their future salary progression will thereafter be governed by the time interval for the new salary grade.
5. An employee who is the successful applicant to a position in a lower salary grade will be placed in the next lowest amount in the **new** grade.

**April 1, 2005 to March 31, 2008**

---

**6. Reclassified Jobs**

If a job is reclassified one salary grade higher than the existing grade, the incumbent's job start date will not change and the salary will be adjusted to the same step in the new range.

If the job is reclassified more than one salary grade higher than the existing grade, the incumbent's job **start** date will not change. If the salary is at minimum **of** the current salary grade, the salary will be adjusted to the minimum of the new grade, otherwise the salary will be adjusted to one step back in the new grade.

Where an employee's job is reclassified upward and where application of the above salary rule results in the employee's salary moving downward, the employee will **be** placed at the next higher step of the new salary grade.

If a job is reclassified to a lower salary grade, the employee will be afforded Income Protection rights only, under Article 6.07.

**7. Temporary Assignments**

An employee assigned temporarily to perform the core duties of a job with a higher salary grade, after working three (3) consecutive days, will be paid in accordance with rule #4. Should the temporary assignment exceed three (3) consecutive days, the employee will be paid the higher rate from the date of the assignment. Employees need only meet the three (3) day requirement once in the same job to be



---

**April 1, 2005 to March 31, 2008**

---

eligible for differential pay.

8. Paid absences of up to ten (10) working days during a temporary assignment will be at the higher rate. Paid absences of more than ten (10) days, other than approved vacation or Union leave, will be paid at the rate of the salary grade from which the employee was assigned.
9. When the employer temporarily assigns an employee to the core duties of a position in a lower salary grade, they will continue to be paid at the rate of the salary grade from which they were assigned.
10. When an employee is the successful applicant to a temporary assignment in a lower salary grade and their salary is above the maximum for that job, their salary will be reduced to the maximum salary of the temporary job. If an employee is due an increment during the course of the temporary assignment, their salary will not exceed the maximum of the lower salary grade until they return to their permanent job.
11. Anyone hired into a bargaining unit position must be hired on a step.
12. The salary amounts are representative of annual sums based on a 36.25 hour work week.
13. **Income Protection**  
An employee with Income Protection who is the successful applicant to a job with a higher salary grade than their affected job will have their salary increased in accordance with Schedule "A" of the

---

**April 1, 2005 to March 31, 2008**

---

Collective Agreement. Their next increment date will be based on the new job start date.

When an employee with Income Protection is successful in obtaining a job in the salary grade in which they were originally affected, they will relinquish their Income Protection rights. They will receive a new job start date and will be placed on the step of the next highest salary amount.

An employee with Income Protection, who is the successful applicant for a job at a lower salary grade than their current job, will relinquish all Income Protection rights afforded under this section and will have their salary adjusted in accordance with rule #5. Their next increment date will be based on the new job start date.

When an employee with Income Protection is successful in obtaining a **job** in the same salary grade as their current job, Income Protection rights will continue. They will be given a new job start date; however, their next increment date will not be changed.

An employee with Income Protection, who is the successful applicant for a job with a salary grade above that of their current **job**, but still below the affected **job**, will continue to receive their protected salary. This will continue until their salary falls within the salary range for their new position, at which point they will have their salary put on a step at the next higher amount.

When an employee with Income Protection is

---

**April 1, 2005 to March 31, 2008**

---

temporarily assigned to a job with a higher salary grade, the employee ~~is~~ eligible for salary differential if the temporary job is in a higher salary grade than the affected job.

When ~~an~~ employee with Income Protection is temporarily assigned to a job with the same salary grade as the affected job, and the employee's salary is below the maximum of the affected job, they will be eligible for differential to the next highest **salary** amount.

14. An employee's next increment date will be extended ~~after~~ 60 calendar days for the duration of an unpaid leave. The employee must complete the balance of the incremental **period**.

**April 1, 2005 to March 31, 2008**

**JOB HIERARCHY LISTING**

<b>JOB TITLE</b>	<b>GRADE</b>	<b>JOB #</b>
Access File Clerk	815	97
File Clerk	815	96
Internal Courier	815	1008
Microform Retrieval Operator	815	107
Records Control Clerk, Health Service	815	41
Reproducing Machine operator	815	12
Cleaner	820	37
General Ledger Support Clerk	820	847
Imaging Clerk (Records)	820	51
Mall Clerk C.C.P.	820	794
Mall Clerk Head Office	820	31
Manual Cheque Clerk	820	196
Manuals Clerk	820	192
Microfiche Firm File Clerk	820	105
NEL Records Clerk	820	339
Records Control Clerk	820	986
Support Clerk, Drug Verification Team	820	805
Accounts Payable Payment Processor	825	970
Access Review Clerk	825	773
Account Support Clerk	825	850
Agency Payment Processor	825	232
Building Support Clerk	825	194
Claims Registration Clerk	825	795
Elections Administrator	825	191
File Control Clerk-WSIAT	825	1091
Health Care Processing Clerk	825	996
Healthcare/ LMR Processing Clerk	825	919
Ualson Office Support Clerk	825	907
Mall Process Equipment Operator	825	125
Mallroom Clerk/Mail Machine Operator	825	915

**April 1, 2005 to March 31, 2008**

Microfilm Technician	825	1090
Peripheral Computer Operator	825	231
Postdated Cheque Clerk	825	182
Production Clerk (Revenue Systems)	825	807
Program Assistant Schedule II	825	774
Program Support Clerk, Prevention	825	809
Publications Clerk/Receptionist	825	796
Returned Cheque Clerk	825	143
Schedule 2 Clerk	825	180
Stop Payment Processor	825	200
Tape Operator	825	285
Telephone Enquiry Representative	825	23
Telephone Enquiry Clerk/ Receptionist	825	854
Telephone Enquiry Clerk (Access)	825	25
Word Processing Operator	825	1004
WSIAT Clerk	825	916
Bank Account Analyst	830	198
Bank Deposit Specialist	830	235
Business Centre Representative	830	977
Business Team Support Clerk	830	868
Claims Overpayment Specialist	830	248
Clerk Ontario Regulation Film Services Program	830	739
Clinical Imaging Specialist	830	273
Collections Assistant	830	286
Customer Service Travel Assistant	830	964
Dicta-Transcriber	830	1030
Direct Deposit Analyst	830	197
Drug Verification Clerk	830	740
Financial System Validation Clerk	830	950
General Maintenance Worker	830	873
Health Care Provider Registration Clerk	830	207
Health Professional Liaison	830	912
Hearings Scheduler	830	264

**April 1, 2005 to March 31, 2008**

Imaging Payment Co-ordinator (SPLO)	830	998
Labour Market Re-entry Clerk	830	817
Lobby Information Officer	830	741
Medical & Occupational Disease Statistical Coder	830	230
Microfiche Firm File Clerk & Team Leader	830	106
Program Assistant Training & Development	830	872
Program Support Clerk (Serious Injury Program)	830	888
Project Assistant	830	1005
Purchasing Clerk	830	276
Receptionist Counselor, Multilingual Services	830	88
Receptionist Counselor-Admin. Support Service (F&A)	830	92
Receptionist Counselor- Integrated Service Unit (H.O.)	830	90
Secretary, Collections	830	842
Secretary, Various	830	737
Shipper/Receiver	830	955
Senior Statistical Coder	830	973
Senior Processing Control Clerk	830	289
Stores & Print Production Clerk	830	878
Accounts Payable Specialist	835	969
Bank Reconciliation Analyst	835	42
Claims Registration Specialist	835	883
Electronic Mail Administrator	835	867
Exposure Incident Analyst	835	994
Firm File & Information Service Representative	835	772
Garnishment Administrator	835	770
Health Care Processor	835	780
Health Care Payment Representative	835	995
Health Care/ LMR Payment Representative	835	920

**April 1, 2005 to March 31, 2008**

Health Care Information Analyst III	835	157
Imaging Specialist	835	999
Information Resource Representative	835	1044
Intermediate Console Operator	835	43
Lease Administrative Analyst	835	743
Legal Secretary	835	218
Loss of Retirement Income (LRI) Administrator	835	765
Medical Consultant Secretary - CCCU-D	835	216
Medical Consultant Secretary - CHC	835	215
Medical Secretary I.S.U. - Construction	835	213
Medical Secretary (Regional)	835	210
Medical Secretary (I.S.U.)	835	212
Medical Secretary - Thunder Bay	835	211
NEL Clerk	835	967
Payroll Analyst	835	144
Program Assistant, Employer Audit	835	789
Program Assistant (SPLO)	835	997
Program Assistant Audit	835	776
Research/ Policy Assistant, Best Practice	835	786
Research Assistant - Prevention	835	895
Secretary To Associate Director	835	840
Special Needs Controller	835	135
Senior Secretary, HSM	835	838
Senior Shipper/ Receiver	835	1004
Technical Support Assistant	835	153
Adjudicator Claims Allocation Control	840	751
Branch Secretary	840	1020
Contracts Administrator	840	914
Document Management Specialist	840	1006
Financial Administrator	840	1060
Output Verification Analyst	840	819
Payment Specialist	840	1012
Prevention Education Administrator	840	897

**April 1, 2005 to March 31, 2008**

Prevention Service Representative	840	798
Records Management Specialist	840	749
Schedule 2 Specialist (1)	840	236
Schedule 2 Specialist (2)	840	237
Senior Account Analyst	840	821
Transportation & Reservation Specialist	840	968
Treasurer, Staff Association	840	132
<b>Buyer</b>	845	36
Forms Analyst	845	731
Health Care Information Analyst 2	845	806
Litigation Assistant	845	1016
Medical Statistics Coder Analyst	845	270
Production Scheduler	845	1051
Research Assistant	845	978
Research Coordinator	845	957
RSD Intake/ Support Analyst	845	1036
Sr. Console Operator	845	262
Transfer of Cost Administrator	845	1076
Analyst, Actuarial	850	913
Assistant Business Analyst	850	974
Business Systems Analyst, LRI	850	892
Collections Specialist	850	17
Electronic Forms Designer	850	732
Financial Analyst- Superannuation	850	49
Financial Analyst- Benefits	850	48
Financial Analyst (LRI)	850	890
Liaison Specialist (French)	850	879
Primary Adjudicator	850	707
Prosecutions Coordinator	850	1059
Revenue Account Analyst	850	851
Audit Financial Analyst	855	862
Community Relations Specialist	855	931

*LC*



**April 1, 2005 to March 31, 2008**

Co-ordinator Printing & Mass Mailing	855	1046
Desk Auditor	855	972
Health Care Information Analyst I	855	723
Information Resource Specialist	855	948
Medical & Occupational Disease Information Specialist	855	757
Research Analyst III, R&E	855	760
Revenue System Control Analyst	855	274
Senior Analyst Data Centre	855	918
Senior Graphic Designer	855	985
Senior Schedule 2 Specialist	855	238
Testing Specialist	855	899
Adjudicator Noise Induced Hearing Loss	860	706
Appeal Administrator	860	779
Claims Investigator	860	32
Collections Investigator	860	1000
Co-ordinator Accounts Payable Processing	860	971
Co-ordinator Specialist Cash Disbursements	860	833
Co-ordinator Specialist Cash Receipts	860	834
Co-ordinator Specialist Cash Records	860	835
Design Project Manager	860	976
Health Services Specialist 2	860	722
Incentive Program Advisor	860	951
IT Financial Analyst	860	1061
Marketing Officer	860	876
Medical & Occupational Disease Information Analyst	860	1069
Multilingual Community Outreach Specialist	860	891
Multilingual Service Specialist	860	938
Payroll Accountant	860	747
Performance & Reporting Analyst	860	1049
Revenue Recovery Specialist	860	813

**April 1, 2005 to March 31, 2008**

Senior Collections Specialist	860	265
User Support Analyst	860	1067
Account Manager	865	982
Application Functional Specialist	865	1047
Customer Service Representative	865	981
Ergonomist	865	66
Field Auditor	865	980
French Language Resource Specialist	865	745
French Translator	865	271
Incentive Program Specialist	865	896
Internal Issues Management Specialist	865	1074
Investment Accounting Analyst	865	1026
Knowledge Media/ Editor/ Design	865	946
Law Clerk	865	1053
LMR Data Specialist	865	902
Policy Analyst II Revenue	865	753
Revenue Audit Issues Analyst	865	903
Return to Work Advisor	865	702
Return to Work/ LMR Advisor	865	1010
Transfer of Cost Adjuster	865	1075
Web Editor	865	941
Adjudicator	870	700
Adjudicator Occupational Disease & Survivor Benefits	870	704
Adjudicator Pre 1990 Claims	870	718
Adjudicator Serious Injury Program	870	715
Art Director	870	825
Business Analyst- Health Care	870	1031
Business Analyst- Schedule 2	870	1062
Business Analyst- Collections	870	1057
Business Analyst- Employer Audit	870	1052
Business Analyst- Prevention	870	1073
Business Improvement Specialist	870	811

**April 1, 2005 to March 31, 2008**

Business Planning Analyst	870	852
Business System Analyst- Quality Improvement	870	1068
Business Relations Specialist	870	945
Community Program Co-ordinator	870	952
Compliance Specialist	870	1035
Co-ordinator French Translation	870	944
Co-ordinator Multilingual Services	870	929
Crisis Intervention Counselor	870	877
E-Learning Developer	870	1077
Employer Account Advisor	870	1015
Financial Systems Analyst	870	1082
Healthcare Business Specialist	870	987
Independent Living Consultant	870	70
Interactive Multimedia Art Director	870	1003
Liaison Officer	870	1050
Liaison Nurse	870	887
Marketing Specialist	870	936
NEL Clinical Specialist	870	911
Nurse Case Manager	870	822
Occupational Therapist	870	989
Program Evaluation Specialist	870	709
Quality Improvement Specialist	870	983
Research Analyst II, Research & Evaluation	870	761
Return to Work Mediator	870	703
Senior Communication Specialist	870	1048
Senior Program Specialist	870	797
Senior Prosecution Co-ordinator	870	1058
Technical Co-ordinator	870	947
Testing Coordinator	870	898
Videographer/ Director	870	793
Workwell Evaluator	870	1045
Writer/ Instructional Designer	870	963
Writer/ Producer/ Director	870	909

**April 1, 2005 to March 31, 2008**

Audiologist	875	1066
Business Rules Specialist	875	1002
Clinical Liaison	875	886
Instructional Designer & Training Specialist	875	1078
Legal/ Policy Analyst	875	1017
Nurse Case Manager- Advance Practice	875	823
Policy Analyst I Revenue	875	754
Policy Analyst Scientific	875	758
Policy/ Research Analyst (Performance Data System)	875	858
Prevention Program Specialist	875	859
Quality Improvement Specialist, LMR	875	983
Return to Work/ Labour Market Re-entry Consultant	875	1009
Safety Groups Program Consultant	875	965
Social Worker	875	65
Training Specialist	875	1021
Training Specialist- Collection	875	848
Web Master	875	942
Business Rules leader	880	1001
Corporate Learning Lead	880	1079
Occupational Hygienist	880	921
Privacy Officer	880	993
Program Evaluation Analyst I, R&E	880	763
Regulatory Claims Officer	880	900
Research Analyst 1	880	830
Senior Prevention Policy Analyst	880	799
Appeals Resolution Officer	885	710
Benefits Policy Analyst	885	1018
Scientist	885	716
Senior Employer Audit Advisor	885	904
Senior Investigator	885	1023
Senior Policy/ Research Analyst	885	801

**April 1, 2005 to March 31, 2008**

Senior Prevention Program Specialist	885	802
Psychologist	890	1041
Senior Epidemiologist Policy Analyst	890	712
Senior Scientist Research Program	890	829
Senior Scientist/ Policy Analyst	890	759

**April 1, 2005 to March 31, 2008**

---

### **LETTERS OF AGREEMENT**

The following Letters of Agreement will remain in force through the term of this Collective Agreement and are attached to, but do not form part of the Collective Agreement.

- Professional Association Fees Program
- Continued Programs (Educational Opportunities/ Fitness Incentive/ EAP)
- Professional Duties
- Tendering Benefit Plans
- Allowance for Moving Days
- Reciprocal agreements regarding transfer of Pension credits
- Article 5 Template
- Job Selection Repository
- Developmental Opportunities
- Travel and Business Expense Policy
- Supplementary Employment Insurance Benefit (SEB)
- Joint Job Evaluation Manual update
- Pension Plan Surplus
- Pension Plan Governance Review
- Staffing Special Projects
- Process for Determining bilingual Requirements

April 1, 2005 to March 31, 2008

---

Mr. Harry Goslin, President  
Canadian Union of Public Employees  
Local 1750  
5045 Orbitor Dr.  
Building 12, Suite 202  
Mississauga, Ontario  
**L4W 4Y5**

March 16, 2005

Dear Mr. Goslin:

This will confirm the Employer's practice under our Professional Association Fees program. The Employer reimburses an employee for the cost of membership in "professional" organizations. The membership must be actively used by the employee and directly related to their duties at the Board.

Whether or not the word "professional" is appropriate, the associations covered in the Bargaining Unit are:

- Canadian Association of Medical Records Librarians
- Ontario Association of Professional Social Workers & Social Services
- College ~~of~~ Social Workers and Social Service Workers
- Ontario Psychological Association
- Ontario Health Record Association
- Canadian Psychological Association
- Association of Canadian Ergonomists
- College of Nurses of Ontario
- Registered Nurses Association of Ontario
- Ontario Occupational Health Nurses Association
- Ontario Case Managers Association

**April 1, 2005 to March 31, 2008**

---

- Ontario Bar Association
- Industrial Trade Licenses (for the purpose of satisfying job requirements)
- Certified General Accountant
- Certified Management Accountant
- Canadian Society of Safety Engineers.

Yours truly,

Steve Jackson

VP, Human Resources



**April 1, 2005 to March 31, 2008**

---

Mr. ~~Harry~~ Goslin, President  
Canadian Union of Public Employees  
Local 1750  
5045 Orbitor Dr.  
Building 12, Suite 202  
Mississauga, Ontario  
L4W 4Y5

March 16, 2005

Dear Mr. Goslin:

This will confirm that the Employer will continue the following programs during the lifetime of this Collective Agreement:

- Employee Educational Opportunities
- Fitness Incentive Program dated August 1, 2001
- Employee Assistance Program

Yours truly,

Steve Jackson  
VP, Human Resources

April 1, 2005 to March 31, 2008

---

Mr. Harry Goslin  
President, Canadian Union of Public Employees  
Local 1750  
5045 Orbitor Dr.  
Building 12, Suite 202  
Mississauga, Ontario  
L4W 4Y5

March 16, 2005

Dear: Mr. Goslin

Re: **Professional Duties**

The employer agrees to ensure that the duties defined for the role of regulated health care professionals at the WSIB such as Nurses will not be inconsistent with the scope of their role as defined by the regulatory college or by the Regulated Health Professions Act.

Any employee who loses his/ her license or certificate of competence as a result of performing work required by the WSIB will receive protection under Article 6 of the Collective Agreement.

Yours truly,

Steve Jackson

VP, Human Resources

**April 1, 2005 to March 31, 2008**

---

Mr. ~~Harry~~ Goslin  
President, Canadian Union of Public Employees  
Local 1750  
5045 Orbitor Dr.  
Building 12, Suite 202  
Mississauga, Ontario  
L4W 4Y5

March 16, 2005

Dear: Mr. Goslin

**RE: Tendering Benefit Plans**

This will confirm that the Employer will invite the Union to participate in **the** tendering of the Benefit Plan in **2005**. The Union is also asked to participate in a process to meet with the Plan Carrier to identify protocols for reporting out on the administration of the WSIB benefit package.

Yours truly,

Steve Jackson  
VP, **Human** Resources

**April 1, 2005 to March 31, 2008**

---

Mr. Harry **Goslin**  
President, Canadian Union of Public Employees  
Local 1750  
5045 Orbitor Dr.  
Building 12, Suite 202  
Mississauga, **Ontario**  
L4W 4Y5

March 16, 2005

Dear: Mr. Goslin

**RE : Insurance Review**

This will confirm that the Employer will secure a legal opinion to help identify what automobile insurance employees require to operate their vehicles in the course of employment.

An employee driving on WSIB business is required to possess a valid driver's licence and have a minimum of \$1,000,000 public liability insurance that would allow them to legally drive for business purposes in any province(s) and/or state(s) in which they will be required to travel.

The Employer and Union will meet to discuss the results of the legal opinion and impacts, if any.

Yours truly,

Steve Jackson  
VP, Human Resources

**April 1, 2005 to March 31, 2008**

---

Mr. Harry Goslin  
President, Canadian Union of Public Employees  
Local 1750  
5045 Orbitor Dr.  
Building 12, Suite 202  
Mississauga, Ontario  
L4W 4Y5

March 16, 2005

**RE: Allowance for "Moving Days"**

Dear: Mr. Goslin

Over the past number of years it has become an expectation of employees that when they move between residences, that such time away from work will not be automatically covered through the use of an Attendance Credit(s) under Article 16.01(a) of the Collective Agreement.

Should **an** employee request time off from work in order to move between residences and in doing **so** request the use of an attendance credit, such use of an attendance credit will not be automatic but rather at **the** discretion of the Manager **in** accordance with Article **16.01(b)**.

Yours truly,

Steve Jackson  
VP, Human Resources

**April 1, 2005 to March 31, 2008**

---

Mr. Harry Goslin, President  
Canadian Union of Public Employees  
Local 1750  
5045 Orbitor Dr.  
Building 12, Suite 202  
Mississauga, Ontario  
L4W 4Y5

March 16, 2005

Dear Mr. Goslin:

RE: **Reciprocal Agreements Regarding Transfer of Pension Credits**

The Workplace Safety & Insurance Board has reciprocal Pension agreements with the following:

- 1) Central Mortgage & Housing Corp.
- 2) Hospitals of Ontario Pension Plan
- 3) Ontario Teacher's Superannuation Plan
- 4) The Government of Alberta Public Service Pension Board
- 5) Public Service Superannuation Act (Federal)
- 6) Public Service Superannuation Act (**Ontario**)
- 7) **Ontario** Municipal Employee's Retirement Board

These agreements provide for a transfer of funds in respect of pensionable service.

We are also prepared to consider "ad hoc" arrangements concerning transfers provided in the pertinent sections of the

Yours truly,

Steve Jackson  
VP, Human Resources

April 1, 2005 to March 31, 2008

---

**Letter Of Intent**

Between:  
Workplace Safety & Insurance Board  
And  
Canadian Union of Public Employees, Local 1750

**Re: Article 5 Templates**

The Article 5 template was created to help recognize knowledge, skills and abilities obtained through employment at the WSIB. The template is intended to credit internal work experience in order to help establish eligibility for internal job competitions.

To support the principle of recruitment from within the parties agree to establish a joint committee of two (2) Employer and two (2) Union designates to audit the Article 5 Templates and make recommendations for enhancements.

The committee will table recommendations for implementation no later than spring of 2006.

Signed this 16th day of March 2005.

For the Employer:

Steve Jackson  
VP, Human Resources

For the Union:

Harry Goslin  
President, CUPE Local 1750

April 1, 2005 to March 31, 2008

---

**Letter Of Intent**

Between:  
Workplace Safety & Insurance Board  
And  
Canadian Union of Public Employees, Local 1750

Re: **Job Selection Repository**

The parties agree to establish a joint committee of two (2)  
Employer and two (2) Union designates to:

- Establish a repository of past **work** sample questions and/or interview questions available to employees to research.
- Conduct and provide research to identify possible best practice “job selection techniques and tool” options.

The committee will table recommendations for *implementation* by April 2006.

Signed **this 16th** day of March 2005.

For the Employer:

Steve Jackson  
VP, Human Resources

For the Union:

Harry Goslin  
President, CUPE Local 1750



April 1, 2005 to March 31, 2008

---

**Letter Of Intent**

Between:

Workplace Safety & Insurance Board  
And  
Canadian Union of Public Employees, Local 1750

Re: Developmental Opportunities

To promote internal development of skills essential to the success of the business the parties agree to establish a joint committee of Employer and Union designates to develop approved voluntary training and career development for employees.

The parties recognize that the accountability for employer sponsored developmental opportunities and employee self development is to be shared. In this spirit, the joint committee will establish employer funded training opportunities to assist employee career progression and will consider the following:

- 1) The program will commence with a focus to help employees at or below salary grade 850 progress to higher salary grades but will not be limited to this scope.
- 2) Participation in the program does not guarantee promotion and employees may be asked to participate in other programs.
- 3) This training is not a substitute for the Performance Development program aimed at improving the employee's efficiency in their current position or in making adjustments as a result of organizational or technological change.
- 4) Normally this training will be offered during employer paid time during the regular work day but may include voluntary extended hours.
- 5) Training credit could be captured in Article 5 templates.
- 6) Developmental opportunities will be offered in order of seniority to the interested permanent employees in

**April 1, 2005 to March 31, 2008**

---

a work location in which the training opportunity is provided.

Signed this 16th day of March 2005.

**For the Employer:**

Steve Jackson  
VP, Human Resources

**For the Union:**

Harry Goslin  
President, CUPE Local 1750

**April 1, 2005 to March 31, 2008**

---

**Letter Of Intent**

**Between:  
Workplace Safety & Insurance Board  
And  
Canadian Union of Public Employees, Local 1750**

**Re: Travel and Business Expense Policy**

The Employer and Union will designate representatives to engage in a complete review of the Travel and Business Expense Policy.

Upon completion of the review the committee will table recommendations for implementation in the fall of 2005.

Signed this 16th day of March 2005.

For the Employer:

Steve Jackson  
VP, Human Resources

For **the Union:**

Harry Goslin  
President, CUPE Local 1750

April 1, 2005 to March 31, 2008

---

**Memorandum of Understanding**

Between:  
Workplace Safety & Insurance Board  
And  
Canadian Union of Public Employees, Local 1750

Re: Supplementary Employment Insurance Benefit (SEB)

The parties agree that it was not the intention of either party for employees taking pregnancy leave followed immediately by parental leave to lose income (inclusive of **SEE**) during the term of this Collective Agreement when compared to income received from the former **SEE** plan benefit.

In good faith and in the spirit of "interest based relations" the employer agrees to pay one time lump sum amounts (less applicable deductions) to employees in BU jobs, who take pregnancy leave followed immediately by parental leave. The applicable lump sum amount will be paid to the employee at the commencement of their leave period and will be in addition to any other amounts available to them under the SEB provision within the Collective Agreement,

It is further understood and agreed to by the parties that this Letter of Understanding is only applicable for the term of this Collective Agreement and that at the conclusion of this current Collective Agreement, the SEB benefit, unless negotiated differently, will not include any lump sum payments.

The parties will agree to calculate the SEB as done in the past. Should the parties not successfully agree to the lump sum amounts can be resolved through the grievance process.

Signed this 16th day of March 2005.

For the Employer:  
Steve Jackson  
VP, Human Resources

For the Union:  
Harry Goslin  
President, CUPE Local 1750

April 1, 2005 to March 31, 2008

---

**Letter Of Intent**

Between:

Workplace Safety & Insurance Board

And

Canadian Union of Public Employees, **Local 1750**

Re: Joint Job Evaluation

The Employer and Union will designate an equal number of representatives to engage in a complete review of the Joint Job Evaluation Program.

The parties will utilize the assistance of the CUPE National job evaluation specialist to facilitate the process.

The program review will not necessitate a moratorium on jobs currently under review or due for evaluation.

Upon completion of the review the committee will table recommendations for implementation in the fall of 2006.

Signed this 16th day of March 2005.

For the Employer:

Steve Jackson  
VP, Human Resources

For the Union:

Harry Goslin  
President, CUPE Local 1750

**April 1, 2005 to March 31, 2008**

---

Mr. Harry Goslin  
President  
Canadian Union of Public Employees  
Local 1750  
2600 Skymark Avenue  
Unit 102, Building 4  
Mississauga, Ontario  
L4W 5B2

March 16, 2005

Dear Mr. Goslin:

This will confirm that, until the governance review of the WSIB Employees' Pension Plan is completed and a new governance structure is implemented, the Employer will ensure that the Union has a voice in pension plan matters by facilitating the attendance of 2 CUPE representatives at that portion of all meetings of the Human Resources and Compensation Committee ("HRCC") during which plan enhancements, governance, changes to employer funding contribution rates or actuarial assumptions are discussed.

It is understood that the above issues will be discussed at HRCC in advance of any final decisions by the Board of Directors. It is **also** understood that **any material received is** confidential and must not be disclosed without the consent of the employer.

The representatives who attend HRCC meetings will have a duty to maintain the confidentiality of any information that they receive as a result of their attendance at HRCC. Each representative will be required to sign an "Undertaking **With** Respect To Confidentiality" before attending his or her first HRCC meeting.

**Yours** truly,

Steve Jackson  
VP, Human Resources

April 1, 2005 to March 31, 2008

---

**Memorandum of Agreement**

Between:  
Workplace Safety & Insurance Board  
And  
Canadian Union of Public Employees, Local 1750  
Re: WSIB Employees' Pension Plan

**The parties have agreed as follows:**

During the term of this Collective Agreement, if the actuary determines in the annual actuarial valuation of the WSIB Employees' Pension Plan (the "Plan") for any year that the amount of actuarial surplus in the pension fund is greater than \$50,000,000 (fifty million dollars), the Employer agrees to meet with the Union to discuss whether any of the surplus will be utilized and if so, how it should be utilized.

Prior to the WSIB Board of Directors making a decision on recommendations with respect to the above surplus, including the implementation of any plan enhancements or changes to employer funding contribution rates, the Union will have the opportunity to meet with and discuss the recommendations with the Human Resources and Compensation Committee of the WSIB Board of Directors or with any successor to that Committee.

If the WSIB Board of Directors approves any amendments to the Plan, the Employer will submit the proposed amendments to the Minister of Labour and will exercise best efforts to ensure that the amendments are taken forward for approval by the Lieutenant Governor in Council. Once approved, the amended regulation will be filed with the financial Services Commission of Ontario and the Canada Revenue Agency.

Signed this 16th day of March 2005.

For the Employer:

Steve Jackson  
VP, Human Resources



For the Union:

Harry Goslin  
President, CUPE Local 1750

April 1, 2005 to March 31, 2008

---

**Memorandum of Understanding**

Between

The Workplace Safety and Insurance Board

**And**

Canadian Union of Public Employees, Local 1750

Re: Staffing of Special Project Work

The employer will meet with the union at least 30 days in advance to discuss participation in "special projects", including but not limited to the purposes, duration, potential impacts to bargaining unit employees, evaluation of the project and staffing requirements.

Where a steering and/or project committee is formed, the union will be invited to participate. If such a committee is not formed, the Employer will meet with the union to provide regular updates of all aspects of the project.

Staffing of temporary work in such "special projects" will be done subject to the following provisions:

- I. All such temporary positions will be deemed bargaining unit positions, except where they are excluded under article 1 or any other agreement between the parties.
- II. Such positions will be advertised through a formal posting, which will outline the purpose of the temporary assignment, its anticipated duration, and the knowledge skills and abilities required. Selection of candidates will be done in accordance with article 5 of the Collective Agreement, unless otherwise stated in this provision.
- III. Notwithstanding the above, in special circumstances the employer may need to reassign people (BU and NBU) into such temporary project positions. Such situations shall be discussed, with the interest of reaching agreement, with CUPE in advance. At any given point in time, the percentage of such temporary positions in special projects filled through reassignment shall not exceed 30% (rounded



April 1, 2005 to March 31, 2008

---

- up to the next higher full-time equivalent).
- IV. The job description for such temporary positions will be titled "Subject Matter Expert", a generic job description that will be evaluated under the bargaining unit job evaluation plan. Participating employees from lower classified jobs will receive pay differential to the resulting salary grade, while employees from higher classifications will retain their existing higher salary.
  - V. The employer will agree to pay to the union directly the amount equivalent to the union dues for any NBU employee who is reassigned to such a temporary position.
  - VI. The duration of such project work will vary, however, will not exceed 18 months. Any extension to this time frame must be discussed and agreed to by both the employer and the union, and will not exceed 6 months.
  - VII. Such temporary positions will be made available to all employees, regardless of the location of need. Any related travel expenses incurred by those travelling from another office will be paid for by the employer, however, will be capped at 6 months unless otherwise agreed to by the parties.
  - VIII. At the conclusion of the temporary position all BU staff will be guaranteed a right of return to their former job unless Article 6 applies,
  - IX. All staff who have filled such temporary positions within projects will be provided with a performance review at the conclusion of the project, which will outline the competencies acquired during the project
  - X. Any permanent job changes arising from the project will be dealt with according to the terms of Articles 1, 5 and 6.

Signed this 16th day of March 2005.

For the Employer:

Steve Jackson  
VP, Human Resources

For the **Union**:

Harry Goslin  
President, CUPE Local 1750

**April 1, 2005 to March 31, 2008**

---

Mr. Harry Goslin  
President, Canadian Union of Public Employees  
Local 1750  
5045 Orbitor Dr.  
Building 12, Suite 202  
Mississauga, Ontario  
**L4W 4Y5**

March 16, 2005

Dear: Mr. Goslin

RE : Process for determining Bilingual Requirements

This will confirm that the Employer will continue its current practice for identifying bilingual requirements within the Services Delivery Teams.

The Employer and Union will meet to discuss the potential of extending this practice beyond service delivery team positions in the future.

Yours truly,

Steve Jackson  
VP, Human Resources

226