

Collective Agreement

between

Ontario Public Service Employees Union

and

Ontario Dairy Herd Improvement Corp.
Full-time and Part-time Technical,
Office and Clerical Employees

Begins:
01/01/1996

Terminates:
12/31/1997

09712 (03)

INDEX

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
	Preamble	1
1	Recognition	1
2	No Discrimination	2
3	Check-Off of Union Dues	2
4	Management's Right	3
5	Union Representation	3
6	No Strikes or Lock-Outs	4
7	Grievance Procedure	4
8	Arbitration	6
9	seniority	7
10	Job Security (Layoff & Recall)	9
11	Posting & Filling of Vacancies or New Positions	13
12	Leave - Union Activities	14
13	Bereavement Leave	15
14	Pregnancy & Parental Leave	16
15	Jury Duty Leave	17
16	Special Leave	17
16	Education Leave	17
17	Paid Holidays	18
18	Vacation with Pay	19
19	Sick Leave	21
20	Employee Termination Payments	23
21	Hours of Work	24
22	Temporary Assignments	28
23	Employee Benefits	29
24	Part Time Employees	30

<u>ARTICLE</u>	<u>SUBJECT</u>	<u>PAGE</u>
25	Rates of Pay	31
26	Video Display Terminals	32
27	Notice of Resignation	32
28	Temporary Employees	32
29	General (Health & Safety)	33
30	Duration of Agreement	34
	Schedule 1 Rates of Pay January 1, 1996 to December 31, 1996	36
	Schedule 2 Rates of Pay January 1, 1997 to December 31, 1997	37
	Letter of Understanding (Customer Service Representative)	38
	Letter of Understanding Car Allowance Committee	41
	Appendix A	42
	Appendix B	49

REAMBLE

1. The purpose of **this Agreement** between the Employer and the **Union** is:
 - a) to establish and maintain a collective **bargaining process**;
 - b) to **maintain** satisfactory working conditions and **terms** of employment for **all** employees who are **subject to this Agreement**;
 - c) to establish procedures for the prompt **and** equitable **handling of grievances**.
2. It is understood **that** the provisions of **this Agreement** apply equally to male and female employees. **All** references to the **male gender** in **the Agreement** shall read as applying to the **female gender** where the context **would** apply.

The parties, therefore **agree** as follows:

ARTICLE 1 - RECOGNITION

- 1.01 In accordance with the **Ontario Labour Relations Act**, the **Ontario Dairy Herd Improvement Corporation** (the Employer) recognizes the **Ontario Public Service Employees Union** (the **Union** as the exclusive collective bargaining **agent** for all employees of the **Corporation** save **and except** Supervisors, Herd **Management Specialists**, EBS Coordinator, persons above the rank of Supervisor, **Secretary to the General/Manager**, **Secretary to the Manager of Communications/Secretary to the Board**, **Purchasing Administrative Services Administrator**, other persons employed in **matters** confidential to employee relations and **students** employed during school **vacation** or **on a work** experience period of up to **six (6) months**.
- 1.02 The Employer **agrees to acquaint new employees with the fact that a Union Agreement is in effect**, and **to provide copies of the Collective Agreement to the employees**. **The cost of printing copies of the Agreement will be paid by the Union**. The Corporation will **reimburse the Union** for 50% of the cost, up to **\$250.00**.

ART 2 - NO DISCRIMIN I

- 2.01 The Employer and the **Union agree** that there will be **no intimidation, discrimination, interference, restraint or coercion exercised or practised** by either of them or **by any of their representatives or members because** of any members

membership or non-membership in the Union, or because of his activity or lack of activity in the Union, or legal political party or organization.

- 2.02 The Employer and the Union agree that there shall be no discrimination against any employee on any prohibited ground set out in the Ontario Human Rights Code.

ARTICLE 3 - K-C OF UNION DUES

- 3.01 There shall be deducted from the regular bi-weekly pay of every employee in the bargaining unit and every probationary employee a sum equivalent to membership dues to the Ontario Public Service Employees Union. Union dues shall also be deducted from any retroactive wage increases.
- 3.02 The deductions referred to herein shall be remitted to the Ontario Public Service Employees Union and shall be forwarded prior to the 15th day of the following month to the Director of Finance, at Head Office, 100 Lesmill Road, North York, Ontario M3B 3P8. Included with the deductions remitted will be a summary indicating the names of employees on whose behalf deductions have been made, the employee's social insurance number, and the amount of the deduction for each employee.
- 3.03 The Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 3.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

4 - MANAGEMENT'S RIGHT

- 4.01 The Union recognizes that the Employer has the exclusive right to manage the Corporation and direct the work force and the Union acknowledges that it is the exclusive function of the Corporation to:
- a) hire, promote, discharge, demote, direct, classify, transfer, lay-off, recall, suspend or otherwise discipline employees provided that if an employee who has completed the probationary period has been discharged, laid off or disciplined without reasonable cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure.

- b) determine -
 - i) the nature and kind of business;
 - ii) the kinds and locations of equipment and material to be used;
 - iii) the methods and techniques of work;
 - iv) the number of personnel to be employed;
 - v) the expansion, curtailment or cessation of operations; and
 - vi) all other functions except as specifically limited by the terms of this agreement.
- c) to develop a policy manual which outlines safety and general conduct and procedural rules and regulations of the Corporation and its employees.

4.02 The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 5 - UNION REPR

- 5.01 All reference to the Union, its officers and members, unless otherwise specified, shall also refer to OPSEU, its officers and members.
- 5.02 The Employer agrees to recognize the following representatives of the Union:
 - a) a Grievance Committee comprised of two (2) stewards and a staff representative of the Union;
 - b) a Negotiations Committee comprised of up to five (5) bargaining unit employees and a staff representative of the Union.
 - c) an Employee Relations/Health and Safety Committee of up to 4 bargaining unit employees.
- 5.03 It is the intent of both parties to this Agreement that a Joint Employee Relations/Health and Safety Committee be established consisting of four (4) bargaining unit employees, the Director of Human Resources and three (3) of his designates to improve communications and to discuss and attempt to resolve concerns not

itemized in this Collective Agreement. Such items might include new procedure, allowance of coveralls, boots, etc.

The Committee will ~~meet~~ not less than three (3) times per year. Minutes of the Employee Relations/Health and safety committee will be circulated to all Corporation employees. The cost of salaries and travel will be paid by the Employer.

It is understood and agreed that the Committee shall not have jurisdiction to discuss proposed amendments to the Collective Agreement nor to deal with any matter that is properly the subject of a grievance.

ARTICLE 6-1 OR _____

6.01 The Employer agrees that during the life of this Agreement there shall be no lock-outs, and the Union agrees that there will be no strikes.

ARTICLE 7 - GRIEVANCE PROCEDURE

7.01 Definition: For the purpose of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration, or alleged violation of the Agreement, including any questions as to whether a matter is arbitrable.

7.02 Employee Grievance

An employee who believes he has a complaint or difference should first discuss the complaint or difference with his Supervisor. If any complaint or difference is not satisfactorily settled by the supervisor, the employee may proceed to Stage 1.

A grievance properly arising under this Agreement shall be adjusted and settled as follows:

Stage 1:

The aggrieved employee shall present his grievance in writing to his immediate supervisor within twenty (20) days after he became aware or reasonably ought to have become aware of the circumstances giving rise thereto.

If the grievance is not satisfactorily settled within ten (10) days of receipt of the written grievance and a Stage 1 grievance meeting has been held, the grievor may then proceed to Stage 2.

Stage 2:

The grievor shall present his grievance in writing to the Corporation's Director of Human Resources who shall convene a meeting with the grievor and his Union Representative, within fifteen (15) days of receipt of the written grievance.

The Director of Human Resources shall notify, in writing, the grievor and his Union Representative, of the time and place of said meeting, and shall render his decision in writing, within fifteen (15) days of said meeting.

Failing settlement of the grievance at this stage, the grievor may then proceed to Arbitration as provided in Article 8 within ten (10) days of receipt of the decision.

It is understood and agreed that a grievor may be assisted by a Union Staff Representative at Stage 1 and Stage 2 of the Grievance Procedure.

7.03 **Dismissal Grievance**

Any probationary employee who is dismissed or released shall not be entitled to file a grievance. Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance at Stage 2, provided he does so within seven (7) days of the date of the dismissal.

7.04 **Policy Grievance**

The Union and the Employee shall have the right to file a grievance based on a dispute arising out of the application, interpretation, or alleged violation of the Agreement. However, a Union grievance shall not include any matter which an employee is personally entitled to grieve. A policy grievance may be lodged in writing at Stage 2 of the grievance procedure at any time within thirty (30) days of when the party became aware or reasonably ought to have become aware of the circumstances given rise to the grievance. If not satisfactorily settled, it may be referred to arbitration in the same manner, and to the same extent as an employee grievance within ten (10) days of receipt of the party's decision.

7.05 Time Limits

The *time* limits set out in both the grievance and arbitration procedures contained herein are **mandatory** and **failure** to comply with such limits except by written agreement of the parties, *shall result* in the ***grievance deemed*** to have been abandoned, subject only to **Section 45(8.3) of the Ontario Labour Relations Act**. Such *time* limits shall exclude Saturdays, Sundays, and paid holidays.

ARTICLE 8 - ARBITRATION

8.01 Where a **difference** arises between the parties relating to the **interpretation, application or administration** of the agreement, including any question as to **whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, the parties hereby agree to the following arbitration procedures.**

8.02 The party requesting arbitration at the **same time** shall name his nominee to the Board. The other party shall, **within five (5) working days thereafter, name its nominee. The two (2) nominee shall, within seven (7) working days, attempt to agree on a Chairman for the Board.**

The Board of arbitration *shall* be comprised of **one (1) person appointed by the Employer, and one (1) person appointed by the Union, and a third (3rd) person to act as a *chairman*, chosen by the other two (2) members of the Board.**

8.03 Should the person chosen by the Employer to act on the Board and the person **chosen by the Union fail to agree to a third (3rd) person within seven (7) working days thereof, the Minister of Labour will be asked to nominate a person to act as *chairman*. Such a request shall be made by the party wishing to further process the grievance.**

8.04 The decision of the **majority of the Board shall be the decision of the Board, and on failing a majority, the decision of the Chairman shall govern.**

8.05 Each of the **parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairman of the Arbitration Board.**

8.06 **Notwithstanding Articles 8.02, 8.03, 8.04 and 8.05, it is agreed that either party of the Collective Agreement may request the Minister of Labour to appoint a single arbitrator as defined in Section 46 of the Ontario Labour Relations Act. Each of the parties shall share equally the fees and expenses of the arbitrator appointed.**

- ..07 The Employer agrees to provide necessary leave of absence without loss of pay and benefits for an employee who has a grievance to attend a meeting with the Employer or to attend an arbitration hearing pursuant to Articles 7 and 8 of this Agreement. Reasonable travel expenses for attendance at a grievance meeting will be paid by the Employer, however, no travelling or other expenses shall be borne by the Employer, nor shall a Corporation vehicle be used by an employee for any such travelling, when the purpose of such travelling is to attend at an arbitration hearing.

ARTICLE 9 - SENIORITY

9.01 Definition

Seniority as referred to in this Agreement for full-time staff shall be equal to the length of continuous service inclusive of employment as a civil servant with the Crown in the Right of Ontario and the Corporation combined and shall be on a bargaining unit-wide basis, including those former full-time contract employee hired to work for the DHI program in the Ontario Ministry of Agriculture and Food, between January 1, 1979 and March 31, 1981 and excluding those former employees of the Ministry of Agriculture and Food who resigned their position within the Ministry and were subsequently hired by the Corporation. Seniority shall then commence as of the date of hire by the Corporation.

Seniority as referred to in this Agreement for part-time staff shall be computed on the basis of 1600 hours worked equals one year's seniority for Field Staff, and 1700 hours worked equals one year's seniority for Laboratory and Head Office staff.

9.02 Probationary Period

- a) An employee shall have no seniority during the probationary period. A full-time employee shall serve a probationary period of six (6) months, which period shall exclude any absences in excess of thirty (30) continuous calendar days under Article 9.06 (b). A part-time employee shall serve an equivalent pro-rata probationary period, ie. 800 hours worked in the case of Field Staff, or 850 hours worked in the case of Laboratory or Head Office staff. After completion of the probationary period, seniority shall date back to the date of hire for full-time staff, and part-time staff shall be credited with six (6) month's seniority based upon 800 hours worked or 850 hours worked, as appropriate.

- b) In addition to **any** other discussions which may take place, each probationary employee will **meet** with his or her supervisor **mid-way through** the probationary period at which time **any performance deficiencies** will be **discussed and**, as appropriate, remedial action *suggested*.

9.03 **Seniority Termination**

Seniority shall **terminate** and the employee *shall cease* to be employed by the Employer when he:

- a) voluntarily quits his employment with **the Employer**;
- b) **retires**;
- c) is discharged and is not reinstated **through** the grievance procedure or arbitration;
- d) is laid off and fails to report for work **fourteen (14) days after receipt** of a notice of return to work, unless absent for a reason **satisfactory to the Employer**;
- e) is absent from work for a period of **five (5) scheduled working days** without **notifying the Employer** and **providing** a reason **satisfactory to the Employer**;
- f) **Performs no work for any reason for a continuous period of twelve (12) months, excluding employees on long-term disability who return to part-time or full-time employment in less than twenty-four (24) months. It is understood that this provision will be administered in accordance with the Ontario "Human Rights Code"**.

9.04 A seniority list *shall be forwarded to the Union's Head Office once per year and shall be circulated at all District DHI Corporation employee meetings*.

9.05 An employee who is **promoted** to a position outside of the **bargaining** unit *shall retain his seniority for a period of one (1) year from the date of his promotion, during which time he may exercise his rights with respect to Articles 10 and 11.*

9.06 a) **.It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Corporation, both seniority and service will accrue.**

- b) During an approved unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Corporation will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of W.C.B or L.T.D. benefits and during a pregnancy or paternity leave, unless the employee elects not to participate in a benefit. Notwithstanding this provision, service shall accrue during pregnancy or parental leave.
- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during pregnancy or parental leave or for a period of twelve (12) months if an employee's absence is due to a disability resulting in W.C.B. benefits.

ARTICLE 10 - JOB SECURITY (LAYOFF AND RECALL)

10.01 Laboratory and Head Office

- A) In the event of a proposed layoff in the Head Office or in a Laboratory, the most junior employee in the position affected will be given notice of layoff.
- B) The Employer will immediately notify the Union of the impending layoff and the parties will meet within ten (10) days to:
- i) Discuss the reasons for the proposed layoff;
 - ii) Consider alternative arrangements that would ameliorate the impact on the affected employee;
 - iii) If the parties can reach tentative agreement on alternative arrangements, the Union will discuss them with the affected employee to see if the employee agrees;
 - iv) Following such discussions, but not later than four (4) weeks following the initial meeting with the Union, the parties may enter into a written memorandum to set aside the layoff provisions set out

in this Article for purposes of the particular layoff under discussion, and such memorandum shall prevail and be binding on the parties and affected individuals.

- C) If there is no such memorandum formalized, the following procedures shall apply:
- (i) The surplus employee *may* bump the most junior employee in the same classification in the **Head Office** or in the **Laboratory**, as applicable, provided the surplus employee has greater seniority than the employee he wants to bump and provided he can demonstrate to the satisfaction of the Employer that he has the necessary qualifications, skill, ability and competence to do the job. The Employer will not exercise this judgement unreasonably.
 - (ii) Failing placement under the above, the surplus employee shall be offered a vacancy in a lower paid classification in the **Corporation**, or he may bump the most junior employee in any lower paid classification, provided the surplus employee has greater seniority than the person he wants to bump and provided he can demonstrate to the satisfaction of the Employer that he has the necessary qualifications, skill, ability and competence to do the job. The Employer will not exercise this judgement unreasonably.
- D) Failing placement under 10.01 (C), the employee shall be laid off.
- E) The provisions of Article 10.01 (C) or 10.02 (B) shall apply to an employee laid off as a result of a surplus employee exercising his rights under this Article. Failing placement, the displaced employee shall be laid off.
- F) An employee displaced as a result of an employee exercising his rights under 10.01 (E), shall be laid off.

10.02 Field Operations - Layoff and Recall

- A) In the event of a proposed layoff in Field Operations, the employee affected shall be notified; the Employer will immediately notify the Union of the impending layoff and the parties will meet within ten (10) days to:
- i) discuss the reasons for the proposed layoff;

- ii) consider **alternative arrangements** to ameliorate the **impact upon** affected employees, including a preference for **full-time over part-time work** and any **other** redesign of **service areas**;
 - iii) if **the parties can** reach tentative agreement on **alternative arrangements**, the **Union** will discuss **them** with the **affected employee to see** if the employee **agrees**;
 - iv) **following such discussion** but not later than **four (4) weeks** following the initial **meeting** with the **Union**, the parties **may enter into a written memorandum to set aside the layoff provisions** set out in this Article for purposes of **the particular layoff** under discussion and such memorandum **shall prevail** and be **binding on** the parties and affected **individuals**.
- B) **If there is no such memorandum formalized, the following procedures shall apply:**
- i) the employee identified as surplus and given notice under Article 10.02 (A), **shall be offered a vacant position in his classification. This offer shall be made and the employee shall indicate whether he wishes to accept the vacancy within two (2) weeks of there being no memorandum formalized;**
 - ii) if there is **no vacancy** available under 10.02 (B) (i), or if the **employee declines to accept the vacancy**, the employee **may bump a more junior employee in his classification. The employee shall advise the employer if he is exercising his bumping rights within two (2) weeks of being advised that there is no vacancy or if he declines a vacancy;**
 - iii) **failing placement under 10.02 (B) (ii), the employee shall be offered a vacancy in any lower paid classification, or he may bump a more junior employee in any lower paid classification, such offer or decision to be made within two (2) weeks following the decision under 10.02 (B) (ii), provided that he can demonstrate to the satisfaction of the Employer that he has the necessary qualifications, skill, ability and competence to do the job. The Employer will not exercise its judgement unreasonably;**
 - iv) **failing placement under 10.02 (B) (iii), the employee shall be laid off;**

- v) **an employee displaced as a result of an employee exercising his rights under this article shall be offered a vacancy or shall have the right to bump in the same manner and to the same extent as set out above;**
- vi) **An employee being laid off as a result of an employee or employees exercising their rights under this article, shall receive notice in accordance with the Employment standards Act.**

10.03 Should a full-time position be designated as part-time, the employee shall have the option of continuing in the position in accordance with the part-time provisions, or of exercising his rights under Articles 10.01 and 10.02.

10.04 An employee first identified as surplus will not be subject to lay-off until eighteen (18) weeks have elapsed from date of notification that the position is redundant.

10.05 A laid off employee shall retain but not accrue his seniority for a period of twelve (12) months following the date of lay-off.

10.06 The Union agrees that any employee exercising seniority rights under this article shall take precedence over the claims of an employee exercising seniority rights under the job posting and filling requirements of Article 11.

10.07 In the event that a layoff as set out above is of a permanent nature and if the employee so requests, the Employer agrees to provide reasonable assistance to the employee in preparing a resume and advising the agriculture community in Ontario of the employee's availability.

10.08 The employer shall provide a minimum period of four (4) weeks for an employee to make arrangements for the move of his residence as a result of the exercise of layoff rights under Article 10.

10.09 In the event of a proposed layoff, employees who are at least 65 years of age shall be laid off prior to any other displacement provided that the employee is eligible for retirement with full pension under the Collective Agreement. It is further understood that any employee laid off subject to this article is not subject to recall.

10.10 Recall

- a) **When an employee has been laid off and a vacancy occurs within the job classification from which he was laid off within twelve (12) months of the day of lay-off, he shall have the right to be recalled to employment, providing the employee can demonstrate to the satisfaction of the employer**

that **he has** the necessary **qualifications, skill, ability and competence** to do the job. The employer will not exercise its judgement unreasonably.

- b) When two or more employees are eligible for recall to the same job, selection will be in order of seniority providing the employee can demonstrate to the satisfaction of the Employer that he has the necessary qualifications, skill, ability, and competence to do the job. The Employer will not exercise its judgement unreasonably.

10.11 A surplus employee *shall not* be assigned a vacant position pursuant to the foregoing procedures unless any laid off employees specifically waive their rights for recall.

ARTICLE 11 - POSTING & FILLING OF VACANCIES OR NEW POSITIONS

11.01 Posting

- a) Except as provided for in 11.01 (b) hereunder, when a vacancy occurs for a bargaining unit position or a position at the first level of supervision, it *shall* be **advertised for** at least ten (10) working days prior to the established closing date. Notice of such vacancy shall be posted on bulletin boards at Head Office, in the Laboratories and circulated to all employees. Notices shall state, where applicable the nature and title of, the position, salary, qualifications required and location. All applications will be acknowledged.
- b) Temporary vacancies of less than four (4) months' duration *shall not* be subject to the provisions of 11.01 (a). Temporary vacancies of a longer duration shall be subject to the provisions of 11.01 (a); however, where the successful applicant is an existing staff member, the vacancy created in that staff member's regular position *shall not* be subject to the provisions of 11.01 (a). Such staff member *shall* revert to his or her regular position upon completion of the temporary assignment. This Article *shall not* apply to vacancies created by pregnancy leave or parental leave.

11.02 Filling Vacancy

When a vacancy occurs for a bargaining unit position that is subject to the provisions of 11.01 (a), the following factors shall be considered:

- a) seniority;

b) **qualifications, skill, ability, competence and efficiency. Should *the factor*, in (b) in the opinion of the Employer be *datively equal* as between two (2) or more employees, the end factor (a) seniority shall govern.**

11.03 **When in the opinion of the Employer none of the applicants ~~from~~ within the bargaining unit are capable of satisfactorily performing the duties of the position, the Employer is not required to award the position to ~~any~~ of the applicants ~~from~~ within the bargaining unit.**

11.04 **The Employer *agrees* that it will not exercise its rights under the Article in a manner that is unreasonable.**

11.05 **Where a full-time vacancy *occurs*, and work remains available to fill the position on a full-time basis, the Employer will not convert the vacated position to part-time by splitting and filling the vacancy with part-time employees.**

ARTICLE 12 - LEAVE - UNION ACTIVITIES

12.01 Negotiating Committee

Upon fourteen (14) days written notice, leave of absence without loss of regular pay or benefits will be granted to members of the Negotiating Committee while negotiating with the Employer.

Once notice has been given pursuant to this article with respect to the **first meeting between the parties with respect to negotiations**, there shall be **no requirement for further written notice where the parties have agreed upon subsequent dates for negotiations.**

12.02 Grievance Committee

Upon five (5) days written notice, leave of absence without pay will be granted to members of the Grievance Committee for the purpose of attendance at arbitration hearings. Upon five (5) days written notice, leave of absence without loss of regular pay and benefits will be granted to members of the Grievance Committee for the purpose of attending at a grievance hearing at Stage 2 of the grievance procedure.

12.03 **Upon three days notice, leave of absence without loss of pay will be granted to an employee chosen by the Union to attend any meeting between the employer and the union convened for the purpose of discussing a proposed layoff under article**

10. The employee chosen by the Union will be paid for **this** extra **duty** provided there will be no loss of test days.

12.04 Union Conventions and Meetings

Upon at least **fourteen (14) days** written notice by the Union, leave of absence without pay but with no loss of credits shall be **granted** for three (3) employees to attend the following Union conventions:

- a) **OPSEU Annual Convention;**
- b) **OPSEU Regional Meetings;**
- c) **BPS Divisional Meetings;**
- d) **Educational Seminars.**

Provided the aggregate total does not exceed **twenty-five (25) days** for all employees in any given year and provided such leave does not unduly **interfere** with the efficient operations of the Employer.

F **E 13 - BEREAVEMENT LEAVE**

13.01 An employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence with pay in the event of the death of his spouse, ~~mother, father, mother-in-law, father-in-law,~~ son, daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, ~~sister-in-law,~~ grandparent, grandchild, ward or guardian for the purpose of *making* arrangements for, and attendance at the funeral.

An employee who would otherwise have been at work shall be allowed one (1) day's leave of absence, with pay for attendance at the funeral of an aunt or uncle, niece or nephew.

An additional leave of absence without pay may be granted if requested in advance and if necessary for the purpose of travelling to attend the funeral, and such leave shall not be unreasonably denied.

ARTICLE 14 - PREGNANC AND EA'

Pregnancy Leave

- 14.01 The Employer shall grant up to **seventeen (17) weeks** leave of absence without pay and with **accumulation of service** and seniority for the purpose of childbirth to a female employee who has been employed for at least **thirteen (13) weeks**.

The leave of absence shall be in accordance with the provisions of the **Employment Standards Act**, and subject to any limitations therein (see **appendix A to the Collective Agreement**).

Parental Leave

- 14.02 Parents as defined herein are entitled to up to **eighteen (18) weeks'** leave of absence without pay, and with accumulation of Service and seniority.

Parental leave as set out in this Article shall be **granted to** a parent which includes a person with **whom** a child is placed for adoption and a person who is in a relationship of **some permanence** with the parent of the child and who **intends** to treat the child as his or her own.

The parental leave of absence shall be in accordance with the provisions of the **Employment Standards Act**, and subject to any limitations therein (see **appendix A of the Collective Agreement**).

- 14.03 The Employer shall ~~continue to~~ pay its *share* of the premium cost of insured **benefits** and pension ~~while~~ an employee is on pregnancy or parental leave, unless the employee elects in writing not to participate in a benefit,

- 14.04 On confirmation by *the* Unemployment Insurance Commission of *the* **appropriateness of the Corporation's Supplementary Unemployment Benefit (SUB) Plan as set out in Appendix B** employees entitled to pregnancy leave under Article 14.01 shall **receive** for the first two (2) weeks of leave, payment **equivalent to seventy-five percent (75%)** of their regular weekly rate.

- a) A full time employee's regular weekly wage shall be **determined by multiplying the employee's regular hourly rate on her last day worked prior to the commencement of the leave, times the employee's normal weekly hours.**

b) A part time employee's regular weekly wage shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times their average weekly hours. The average weekly hours shall be determined as the average of hours worked in each of the preceding 13 weeks.

14.05 On confirmation by the Unemployment Insurance Commission of the appropriateness of the Corporation's Supplementary Unemployment Benefit (SUB) Plan as set out in Appendix B, Attached employees entitled to parental leave under Article 14.02 shall, provided the parental leave is for a period of at least eight weeks, receive for the first two (2) weeks of leave, payment equivalent to seventy-five percent (75%) of their regular weekly rate.

a) A full time employee's regular weekly wage shall be determined by multiplying the employee's regular hourly rate on his or her last day worked prior to the commencement of the leave, times the employee's normal weekly hours.

b) A part time employee's regular weekly wage shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times their average weekly hours. The average weekly hours shall be determined as the average of hours worked in each of the preceding 13 weeks.

14.06 The provisions of Article 14.05 shall not apply to a female whose parental leave begins at the time her pregnancy leave ends.

ARTICLE 15 - JURY DUTY LEAVE

15.01 where an employee is absent by reason of a summons to serve as a juror, or under subpoena as a witness in a court of law, the Employer shall, upon receipt from the employee of any fee received while as a juror or witness, excluding travelling, meals, or other expenses, pay to the employee his regular wages for the day or days of absence.

ARTICLE 16 - SPECIAL LEAVE

16.01 Leave of absence with or without pay may be granted by the Employer for special or compassionate purposes upon written request to the Corporation's General Manager or designee.

16.02 The granting of **leave** under Article 16.01 *shall* not be dependent upon or charge against vacation credits, sick credits or attendance credits.

16.03 Education Leave

Leave of **absence** for education purposes, without pay and without *service* and seniority, *may* be granted upon **written request** to the Corporation's **General Manager** or **designate**. The duration and terms of such leave will be matters for **determination** between the employee concerned and the Corporation.

ARTICLE 17 - PAID HOLIDAYS

17.01 The following holidays regardless of when they fall will be **granted** to all employees with pay who have been employed for more than thirty (30) consecutive days:

New Year's Day	Civic Holiday
Heritage Day (3rd Monday in February)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Two (2) floating holidays to be **taken** at a **mutually** agreed time. Should the employer be required to observe an **additional annual holiday** as a result of legislation, it is understood that **one of the existing holidays** set out above *shall* be removed, after discussion with the Union, so that the total number of days shall remain at twelve (12).

17.02 The employee must work his **regular** schedule *shift* before and after such holiday unless prior permission has been granted by the **Employer**, or unless on vacation, or unless **medical reasons** **satisfactory** to the **Employer** have been given, in order to be entitled to holiday pay.

17.03 Should any of the **mentioned** paid holidays provided in Article 17.01 of the **Agreement** fall during an employee's vacation period or regularly *scheduled* days off, then such employee *shall* be granted an *extra day* off with pay.

17.04 In the event that a **Head Office** or **Laboratory** employee is required to work on any of the above holidays, he *shall* be paid at one and one-half (1½) times his **regular hourly rate** for all hours worked on the holiday and shall receive a day off with pay in lieu of the holiday to be *scheduled* at the mutual agreement of the employee and his supervisor.

17.05 For purposes of clarity, holiday payment under Article 17.01 will be computed on the basis of the number of hours worked per day in the employee's regular work schedule, at the employee's regular rate of pay.

ARTICLE 18 - VACATION WITH PAY

18.01 Vacation credits accrue monthly, but are credited on January 1.

Employees shall receive an annual vacation with pay as follows, based upon service as at December 31 of the previous year:

<u>Length of service</u>	<u>Annual Vacation</u>
a) Less than 1 year	See Article 18.04
b) 1 year but less than 6 years	15 days
c) 6 years but less than 8 years	16 days
d) 8 years but less than 10 years	17 days
e) 10 years but less than 12 years	19 days
f) 12 years but less than 14 years	20 days
g) 14 years but less than 15 years	21 days
h) 15 years but less than 20 years	22 days, plus 1 (one) additional day for every year of service up to and including the 19th year
i) 20 years but less than 24 years	27 days
j) 24 years or more	30 days

- 18.02 (A) In order that employees *may* schedule annual vacations, the Employer shall circulate the following vacation request forms upon which each employee shall indicate dates on which they prefer to take their earned vacation:
- i) For vacations during the period January 1 to March 31 inclusive, the form shall be circulated by the previous October 1 to be returned to the Employer no later than October 31. The Employer will respond to the vacation requests by November 15.
 - ii) For vacations during the period April 1 to December 31 inclusive, the form shall be circulated by the previous February 15 to be returned to the Employer no later than March 15. The Employer will respond to the vacation requests by March 31.
- (B) The Employer shall consider seniority in scheduling vacation, but *may*, nevertheless, schedule vacations at a regard to the efficiency of the Corporation.
- (C) The employer shall advise Employees of the Christmas period schedule prior to March 15, it being understood that the schedule may be subject to change due to circumstances beyond the Employer's control.
- 18.03 a) For the purpose of vacation entitlement only, years of full-time service with the Ontario Ministry of Agriculture and Food shall be added to service with the Corporation for employees who transferred directly to the Corporation before December 31, 1981.
- b) For the purpose of vacation entitlement *only*, and effective in the 1988 vacation year, years of full-time service of R.O.P. Inspectors who transferred directly to the Corporation from Agriculture Canada before December 31, 1986, shall be added to service with the Corporation.
- 18.04 On commencing employment, an employee shall accrue vacation on a pro rata basis (e.g. 1.25 days per month), for the balance of the calendar year, but shall not be permitted to take vacation until he has completed six (6) months of continuous service.
- 18.05 Employees may request splitting of vacations and these shall be granted where the needs and efficiency of the Corporation can be met. An employee may carry over one (1) year's vacation credits into the following year and any vacation credits beyond this level shall be forfeited, provided the Corporation has given the employee adequate notice and opportunity to use the vacation.

- 18.06 Where an employee **terminates** employment having used unearned vacation credits, the **amount** of unearned vacation will be an amount owing to the **Corporation** and deducted from the employee's **final** pay.
- 18.07 a) Where an employee's **scheduled vacation is interrupted due to serious illness** which **commenced** prior to and continues **into** the **scheduled** vacation period, the **period of** such illness shall be considered sick leave **under** Article 19.
- b) Where an employee's **scheduled vacation is interrupted due to serious illness** requiring emergent or **surgical** medical care, the **period of serious illness** shall be considered sick leave providing the employee submits a **certificate from a legally qualified medical practitioner**.
- c) The portion of **the employee's vacation which is deemed** to be sick leave under the **above** provisions will not be counted **against the** employee's **vacation credits**.

ARTICLE 19 - SICK LEAVE

- 19.01 An employee who is unable to attend to his duties due to sickness or **injury** is entitled to sick leave with pay as follows:
- a) With **regular salary** for the **first six (6)** working days of absence.
- b) **With** seventy-five percent (75%) of **regular salary for an additional** one hundred and **twenty-four (124)** working days of absence, in each calendar year.

It is understood and agreed that an employee will **notify his supervisor of his absence before** the commencement of his normal work day.

- 19.02 a) The **employer shall allow** an employee to use up to four of their sick leave credits per **year** for leave of absence to **care for an ill spouse, child or parent**. It is understood that this article does not amend an employee's rights to leave of **absence elsewhere** in the collective agreement.
- b) **In addition to the provisions of Clause 19.01, an employee who is absent less than six (6) working days in a calendar year shall be entitled** to carry over the **unused balance** of those **six (6) days from year to year to a maximum carry-over of eighteen (18) days for use as sick leave at regular pay**.

- 19.03 An employee is not *entitled* to sick leave with pay until he has completed sixty \ consecutive working days of employment.
- 19.04 When an employee is on sick leave which commences in one *calendar year* and continues into *the* following *calendar year*, he is not entitled to sick leave with pay for more than one hundred and thirty (130) working days in the two (2) years until he has returned to work for twenty (20) consecutive working days.
- 19.05 An employee who has used sick leave with pay for 130 working days in a *calendar year* must complete twenty (20) consecutive working days before he is *entitled* to further leave in the next *calendar year*.
- 19.06 The pay of an employee under this Article is subject to deductions for *insurance* coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will **continue** to be made.
- 19.07 An employee on sick leave with pay under this Article may, at his option, have one quarter ($\frac{1}{4}$) of a *day* deducted from any accumulated vacation credits, overtime credits, or O.M.A.F. attendance credits, for each such day of absence and receive regular pay.
- 19.08 Where, for reasons of health, an employee is frequently absent or unable to perform his duties, the Employer *may* require him to *submit* to a **medical examination** at *the expense* of the Employer.
- 19.09 After five (5) consecutive days' absence in a *calendar year* *caused* by sickness, no leave with pay shall be allowed unless a **certificate** of a legally **qualified medical practitioner** is forwarded to the **Director Administration/Human Resources** or his designate, **certifying** that the employee is unable to attend to his **official duties**. **Notwithstanding this provision**, where it is suspected that *there* may be an abuse of sick leave, the supervisor may require an employee to submit a **medical certificate** for any period of absence.
- 19.10 An employee returning from the Long Term Disability Plan to resume employment must complete twenty (20) consecutive working days of employment to qualify for benefits under the Sick Leave Plan.
- 19.11 For the purposes of this Article twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leave without pay, but days worked before and after *such* leave shall be considered **consecutive**. **Notwithstanding the above**, where an employee is unable to attend to his duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

- 9.12 Sick leave benefits do not apply when an employee receives payments under the Long Term Disability Plan.
- 19.13 The Employer shall pay its share of the premium cost of benefits as long as the employee qualifies for long term disability payments.
- 19.14 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the Worker's Compensation Act, his weekly rate of pay shall continue to be paid for a period not exceeding thirty (30) regularly scheduled working days.

If an award is not made, any payments made under the foregoing provision in excess of that to which he is entitled under sick leave shall be an amount owing by the employee to the Employer.

20 - EMPLOYEE TERMINATION PAYMENTS

20.01 When an employee terminates his employment with the Corporation, there shall be paid to him, or in the event of his death, to his beneficiary, an amount computed on the basis of 20.02, 20.03 and 20.04 hereunder, based upon his regular rate of pay at the date of termination.

20.02 **Attendance Credits**

Fifty percent (50%) of the value of any attendance credits remaining from those accumulated while in the employment of the Government of Ontario and subsequently transferred to the Corporation. Immediately after the close of each calendar year, the Employer shall advise each employee of the number of such credits remaining.

20.03 **Severance Pay**

An employee who has completed a minimum five (5) years of continuous service (as defined in Article 9.01) and who ceases to be an employee for any reason other than dismissal for cause or abandonment of a position is entitled to severance pay as follows:

One (1) week salary for each year of service from January 1, 1970 to date of termination;

Computation of severance pay for partial years will be on a monthly basis (i.e. more days shall be deemed one (1) month).

An employee is not entitled to severance pay when on leave of absence without pay or when receiving long term disability benefits unless the employee terminates his employment *during* such period.

- 20.04 The total amount paid to an employee in respect of severance pay shall not exceed six (6) months' salary. An employee may receive only one (1) termination payment for a given period of service. Notwithstanding the foregoing, employees entitled to outstanding OMAF credits shall be paid out an additional termination payment based upon those credits.

ARTICLE 21 - HOURS OF WORK

- 21.01 The Employer retains the right to alter the hours of work as *may* be necessary. However, in the case of Head Office and Laboratory employees, the Employer shall *endeavour* to provide five (5) working days advance notice of any change in an employee's normal shift. Should such notice not be provided, the employee shall be paid time and one-half (1½%) for the first eight (8) hours worked on the changed shift, however, no premium shall be paid where the change of schedule is caused by events beyond the Employer's control.

21.02 Administration and Laboratories

The normal hours of work for employees in the administrative and laboratory positions are seven and one-quarter (7¼) hours per day, thirty-six and one quarter (36¼) hours per week. Employees required to work beyond the normal work day shall be considered on overtime status. At the discretion of the Employer, an employee shall be eligible for:

- a) overtime pay at 1½ times normal rate, or;
- b) time off at the rate of 1½ times overtime worked.
- c) an employee who elects to accrue and bank time off shall be entitled to take such time off on his request. Where such time off can not be granted the employer shall pay the employee for his banked time owing in a pay period designated by the employee within the current calendar year.

21.03 Customer Service Representatives

- A) i) Full-time Customer Service Representatives (other than those grandfathered as set out below on a 37.5 or 40 hour per week basis), will be guaranteed a minimum of 34 hours pay per week.
- ii) The calculation of hours of work for all Customer Service Representatives shall be as follows:

The following amendments to Article 21.03 will become effective on July 1, 1996.

a) 24 Hour (Supervised) Test

Five and three-tenths (5.30) hours shall be recorded and shall be deemed to include all duties related to the completion of the 24 hour (supervised) test excluding travel time. It is also understood that the above five and three-tenths (5.30) hours includes all necessary administration time. It is further understood and agreed that any total milking time in excess of four (4) hours will be recorded and credited to the Customer Service Representative.

b) AP (Supervised) Test

Three and three-tenths (3.30) hours shall be recorded and shall be deemed to include all duties related to the completion of the AP (supervised) test excluding travel time. It is also understood that the above three and three-tenths (3.30) hours includes all necessary administration time. It is further understood and agreed that any total milking time in excess of two (2) hours will be recorded and credited to the Customer Service Representative.

c) Owner Sampler Test

Three quarters (0.75) of an hour shall be recorded and shall be deemed to include all duties related to the completion of the Owner Sampler test excluding travel time. It is further agreed and understood that and an additional one quarter (0.25) of an hour shall be added for herds with greater than 60 milking cows, an additional one quarter (0.25) hour shall be added for herds with greater than 90 milking cows, and an additional one quarter (0.25) hour shall be added for herds with greater than 120 milking cows.

- d) Each Customer Service Representative, while performing testing duties will receive credited hours based on the following formula:

$$\frac{\text{testing kilometers}}{70 \text{ kilometers per hour}} = \text{credited hrs}$$

- B) The time involved in performing other assigned duties shall be credited to the Customer Service Representative concerned on the basis of time actually spent.
- C) Customer Service Representatives shall receive straight-time pay for each hour worked in excess of his normal hours, i.e. 204, 225, or 240 as appropriate, up to and including the 240th hour for each six week pay period.
- D) Customer Service Representatives shall be considered on overtime for all hours worked over 240 hours over three (3) pay periods, i.e. 6 weeks.
- E) At the discretion of the Employer, overtime for Customer Service Representatives shall be compensated at either 1½ times the regular rate of pay, or 1½ hours off with pay for each overtime hour worked. Should time off not be provided at a mutually agreed time within 30 days of the end of the six week period, or scheduled at some other time mutually agreed between the Employer and the employee, then overtime pay shall be provided.
- F) If during the six week reporting period the Customer Service Representative has reason to expect that his work plan will result in hours worked in that period in excess of 240 hours, he shall immediately, but no later than the end of the fourth week in the six week period, advise his District Manager.
- G) Upon such notification, the District Manager shall either authorize the work plan or reduce the Customer service Representative's assignment so as to ensure that it remains within the normal assignment.
- H) At the request of the employee and with the consent of his District Manager, a Customer Service Representative may work up to one (1) additional test day per week. At the Customer Service Representative's option, he shall receive time off in lieu, or pay, at his regular hourly rate and no other provisions of 21.03 shall apply.

- I) **There shall** be no change in the headquarters of a circuit for an incumbent Customer Service Representative of record **without his written consent**. Where the headquarters **is the** employee's home, the employee shall not relocate in **excess of five (5) kilometers** without the written consent of the **District Manager**.

21.04 Overtime Meal Allowance

Employees working more than **ten (10)** consecutive hours in **any shift shall be** provided with a **meal allowance to a maximum** of eight dollars (**\$8.00**).

21.05 Call Back

All employees who are called back for an emergency outside their regular hours shall receive overtime rates and shall be guaranteed a minimum of three (3) hours at time and one-half (1½) their basic hourly rate.

21.06 Reporting Allowance

When a **Head Office or** Laboratory employee reports **far work** and there is no work available, **and the Employer has** not made a reasonable effort to **contact the employee to indicate that work will not be available**, the employee *shall be paid a minimum of four (4) hours' pay at her regular rate*. If requested by the Employer, *the employee shall perform such duties at her work place for such period that are reasonably within her ability*.

21.07 Reporting Allowance (Customer Service Representative)

When a **Customer service Representative arrives at a farm on time** for a test after **making** proper arrangements with the **farmers far his visit, and** due to **circumstances beyond the employees control, the test cannot be completed**, he shall complete his duties to the **extent required, if any, and** provided he **contacts his District Manager and no other work is made available**, he *shall receive credit for payroll purposes as if a full test had been completed*.

21.08 Feed, Soil and Water sample allowance

When **Field Staff submit feed, soil or water samples for analysis they will be credited with an amount equal to \$1.00 for each sample submitted**. It is **understood that these monies will be accumulated and paid on the 1st pay period** following the **six (6) week pay cycle** in which the **Corporation has received confirmation** that the test has been done by the **testing facility**.

21.09 Optional Services

Optional services incentives will be as per the sample schedule one (1) and two (2) attached hereto. The schedule shall include incentives for meter sales and repairs.

The incentives shall be paid out semi-annually and the Employer will provide revenue and incentive figures to the union on a semi-annual basis.

HARP incentives shall be paid out every six (6) weeks.

When a new optional service is to be introduced, the Employer will give the union 30 days notice prior to the service's implementation. The Employer will categorize the service and set the incentive and payment schedule.

The union and the Employer will discuss the incentive no later than the ERC meeting following the implementation of the service.

If the union and the Employer are unable to agree on the incentive rate, it will be subject to negotiation at the next round of bargaining.

Incentive for optional services will apply to permanent full time and part time customer service representatives.

ARTICLE : RARY ASSIGNMENTS

22.01 Where an employee is temporarily assigned by the Employer to perform the duties of a position in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, he shall be paid acting pay from the day he commenced to perform the duties of the higher classification in accordance with the next highest rate in the higher classification.

22.02 When an employee is temporarily assigned to the duties and responsibilities in a classification with a lower salary maximum for him in the position from which he was assigned, he shall be paid at the classification rate from which he was assigned

22.03 Where an employee is temporarily assigned for a period of up to six (6) months to perform the duties and responsibilities of a position not covered by the collective agreement, he shall retain his rights and obligations under the collective agreement.

ARTICLE 23 - EMPLOYEES BENEFITS

23.01 The Employer agrees to pay 100% of the premiums payable for the following benefits:

OHIP
Group Life
Supplementary Health and Hospital Insurance
Dental Care Insurance (with benefit payments
based on the current O.D.A. Fee Schedule)
Long Term Disability Insurance
Worker's Compensation
Travel Accident Life Insurance
Vision Care

23.02 The Employer shall make available to all employees on a voluntary basis, subject to eligibility requirement, if any, the following optional benefits.

Group Life Insurance- subject to insurability.

- (1) 100% of annual salary
- (2) 200% of annual salary
- (3) 300% of annual salary

Dependent Life Insurance

- either - (1) Spouse \$1,000, each child \$500.00 or
- (2) Spouse \$2,000, each child \$1,000.

The premium of the above shall be 100% paid by the employee.

23.03 The Employer agrees to provide each employee with a **description information package giving details of benefits** provided, eligibility requirements and claim procedures.

23.04 The Employer shall provide a pension plan to **employees** who have completed one (1) **year or more** of service and normally work twenty-four (24) hours or more per week. The employee's contribution to the corporation's Pension Plan will be as follows:

- (a) 4.2% of earnings up to the ~~Year's~~ **Maximum Pensionable Earnings under the Canada Pension Plan.**

- (b) 6% of earnings beyond the Year's Maximum Pensionable Earnings under the Canada Pension Plan.

The Pension will be based on the average of the best five (5) consecutive years' earnings before retirement and 1.4% of these earnings to the final three (3) year average Year's Maximum Pensionable Earnings under the Canada Pension Plan and 2.0% of these earnings in excess of the CPP level for each year in which the member makes contributions to the plan, with early retirement and delayed retirement options.

- 23.05 The employer agrees to provide a seat on the Pension Committee for a bargaining unit employee selected by the Union. The representative will be allowed leave without loss of pay to attend the meetings of the committee. The Employer will pay expenses according to the Corporation's policy.

ARTICLE 24 - PART TIME EMPLOYEES

- 24.01 The only terms of this Agreement that apply to employees who normally work less than twenty-four (24) hours per week are those that are set out in this article.

- 24.02 The following articles of this Agreement apply to part-time employees:

Articles, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21.03 (A) ii a, b, c, & d, 21.03 (C), 21.04, 21.06, 21.07, 21.08, 21.09, 23.05, 24, 26, 27, 28, 29 and 30.

- 24.03 The rates of pay (including retroactive salary revisions) for the equivalent full-time position shall apply. If there is no equivalent classification, the rate shall be set by the Employer and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.

- 24.04 VACATION, HOLIDAYS AND BENEFIT PAY

Fourteen percent (14%) of Gross Pay shall be added to the employee's pay to compensate for vacation pay, holiday pay and in lieu of benefits coverage.

- 24.05 In the event that a part time employee joins the pension plan, the amount of fourteen percent (14%) as stated in Article 24.04 will be adjusted to ten percent (10%). This article does not apply to part time employees in the pension plan prior to ratification of this settlement.

ARTICLE 25 - RATES OF PAY

25.01 The Employer shall pay **wages** in accordance with Schedule 1 and Schedule 2 attached hereto, and which forms a part of this agreement.

25.02 **Salary Progression**

Except as provided in Article 9.06 and a **Letter of Understanding - Re: Customer Service Representative**, a full-time employee shall progress to the next **increment** on the *salary scale* for his classification on his **anniversary** date unless his performance is demonstrably below a satisfactory level, and his **performance deficiency** has been brought to the employees's **attention** in writing at the time the deficiency becomes **apparent**. If the performance deficiency is brought to the employee's attention less than two (2) months before his anniversary date, it shall not be relied on to justify withholding his increase until his anniversary following.

The withholding of a salary increment pursuant to the above shall be for a maximum period of *six (6) months*. If at *that time* the employee's performance is still **unsatisfactory**, he shall be subject to **termination**. However, this shall not diminish the employee's right to **grieve** dismissal provided he has completed his **probationary period**.

25.03 **Part-time employees** will be treated in accordance with the same principles set out in Article 25.02 after the equivalent of one (1) year of **full-time service**, that is:

- for office and lab employees - 1700 hours
- for Customer Service Representatives - 1600 hours

25.04 **New or Changed Classification**

When a new bargaining unit classification is to be created or an existing classification is to be substantially changed, the Corporation shall notify the Union, and the parties shall meet within *thirty (30) days* to negotiate the *salary ranges* for the new or revised classification. If the parties fail to reach agreement on the *salary range*, the Employer shall establish the *range* subject to the **right** of the Union to have the range resolved by arbitration.

25.05 a) **Promotion** occurs when the incumbent of a position is permanently assigned to another position with a higher maximum salary than that of his former position.

- b) **An employee who is promoted shall receive that rate of pay in the salary range of his new position which provides for a salary increase of at least three percent (3%) over his former salary rate.**

CLE 26 -) () TERMI . . }

26.01 At the beginning of assignment to a video display terminal and annually thereafter, an employee who is regularly required to operate a video display terminal for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist qualified to conduct the following tests:

- (a) **unaided visual acuity (Letter chart test);**
- (b) **refractive findings;**
- (c) **corrected visual acuity;**
- (d) **amplitude accommodation**
- (e) **suppression;**
- (f) **muscle balance (near, 1 meter, distance)**
- (g) **slit lamp biomicroscopy**

The cost of the eye examination, not covered by O.H.I.P., will be borne by the Employer, and the employee shall authorize release of a copy of the examination report providing all details of the results of any tests conducted to the Employer.

Where practicable, such examination will be conducted during normal working hours at a time agreeable to the Employer.

= RESIGNATI

27.01 An employee shall give a minimum of two (2) weeks' notice of resignation. Failing such two (2) week notice, any outstanding vacation payment will be calculated on the minimum entitlement under the Employment Standards Act.

ARTICLE 28 - TEMPO W EMPLC_

- 28.01**
- (a) **Temporary employees shall be hired for a maximum period of six (6) months, unless otherwise agreed by the parties to this collective agreement.**
 - (b) **With the exception of customer Service Representatives, temporary employees shall receive the minimum salary rate of the position to which they are assigned. customer Service Representatives who have worked for**

IN WITNESS WHEREOF the parties hereto have executed this Collective Agreement in Guelph, this 9th day of July 1996.

FOR: ONTARIO DAIRY HERD
IMPROVEMENT CORPORATION

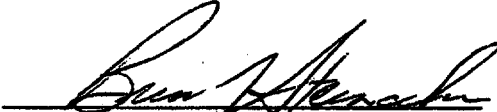
FOR ONTARIO PUBLIC
SERVICE EMPLOYEES UNION



Larry Ouimet



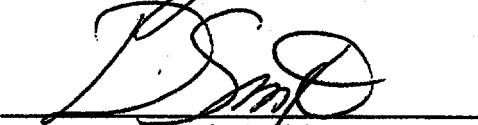
Roch Lefebvre



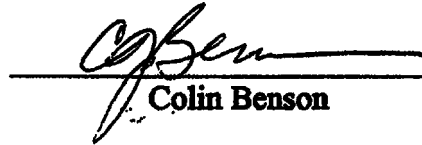
Bruce Steinacker



Tim Lapigan



Dale Smith



Colin Benson



David McKeen



Greg O'Connor



Jane Kleist



Janet Wright



Leah Casselman

SCHEDULE: 1 ARTICLE 25: RATE OF PAY (EFFECTIVE JANUARY 01, 1996 TO DECEMBER 31, 1996)								
CLASS.	JOB TITLE	LEVEL						
		1	2	3	4	5		
CLERK 1	MAIL CLERK	\$378.76	\$387.18	\$396.80	\$406.44	\$414.88		
CLERK 2	SENIOR MAIL ROOM CLERK DATA ENTRY CLERK JR. ACCOUNTING CLERK	\$482.34	\$494.38	\$505.23	\$518.46	\$530.51		
CLERK 3	DATA EDITOR ACCOUNTS PAY./REC.CLRK.	\$581.83	\$576.29	\$591.96	\$606.41	\$624.47		
CLERK 4	PAYROLL CLERK SENIOR DATA EDITOR GRAPHIC DESIGNER SR. CUST. RELATIONS REP.	\$599.17	\$614.82	\$632.94	\$648.55	\$670.25		
LAB. TECH. 1	LAB. TECH. 1	\$500.40	\$524.81	\$548.60	\$570.30	\$597.95		
LAB. TECH. 2	LAB. TECH. 2	\$608.82	\$626.01	\$643.76	\$658.23	\$676.25		
TECH. GROUP	COMPUTER OPERATOR	\$29,215	\$29,967	\$30,762	\$31,532	\$32,472		
	INTER. COMP. OPERATOR	\$31,658	\$32,552	\$33,475	\$34,228	\$35,165		
	PROGRAMMER	\$35,091	\$38,125	\$37,160	\$38,193	\$39,229		
	PROGRAMMER	\$42,087	\$43,346	\$44,807	\$45,865	\$47,122		
	SYSTEM ANALYST	\$43,349	\$44,647	\$45,945	\$47,241	\$48,535		
LEVELS		1	2	3	4	5	6	7
CI	MER SERVICE REF.		2			\$14.8	\$15.25	\$15.68
OPTIONAL SERVICES INCENTIVES								
Sign up equals 5% of first year revenue								
Ongoing enrolment equals 5% of annual service revenue								
HARP equals \$0.25 per self services application and \$1.50 per full services application								
Feed and Soil sample equals to \$1.00 per sample								
Special SCC and Component Services equals to \$5.00 per herd								

SCHEDULE: 2

ARTICLE 25: RATE OF PAY (EFFECTIVE JANUARY 01, 1997 TO DECEMBER 31, 1997)

		LEVEL						
CLASS.	JOB TITLE	1	2	3	4	5		
CLERK 1	MAIL CLERK	\$384.44	\$392.99	\$402.75	\$412.54	\$421.10		
CLERK 2	SENIOR MAIL ROOM CLERK DATA ENTRY CLERK JR. ACCOUNTING CLERK	\$489.57	\$501.80	\$512.81	\$526.24	\$536.47		
CLERK 3	DATA EDITOR ACCOUNTS PAY./REC. CLRK. CUST. RELATIONS REP.	\$570.26	\$584.93	\$600.84	\$615.51	\$633.84		
CLERK 4	PAYROLL CLERK SENIOR DATA EDITOR GRAPHIC DESIGNER SR. CUST. RELATIONS REP.	\$608.16	\$624.04	\$642.43	\$658.28	\$680.30		
LAB. TECH. 1	LAB. TECH. 1	\$507.91	\$532.69	\$556.83	\$578.85	\$606.92		
LAB. TECH. 2	LAB. TECH. 2	\$617.95	\$635.40	\$653.41	\$668.10	\$686.40		
TECH. GROUP	COMPUTER OPERATOR	\$29,653	\$30,416	\$31,243	\$32,005	\$32,959		
	INTER. COMP. OPERATOR	\$32,133	\$33,041	\$33,978	\$34,741	\$35,693		
	PROGRAMMER	\$35,618	\$36,667	\$37,717	\$38,766	\$39,818		
	PROGRAMMER/ANALYST	\$42,718	\$43,996	\$45,276	\$46,553	\$47,828		
	SYSTEM ANALYST	\$44,000	\$45,316	\$46,634	\$47,950	\$49,263		
LEVELS		1	2	3	4	5	6	7
CUSTOMER SERVICE REP.		\$12.03	\$12.53	\$14.18	\$14.56	\$14.93	\$15.33	\$15.75
OPTIONAL SERVICES INCENTIVES								
Sign up equals 7% of first year revenue								
Ongoing enrolment equals 7% of annual service revenue								
HARP equals \$0.25 per self services application and \$1.50 per full services application								
Feed and Soil sample equals to \$1.00 per sample								
Special SCC and Component Services equals to \$5.00 per herd								

LETTER OF UNDERSTANDING

Between:

Ontario Dairy Herd Improvement Corporation

and

Ontario Public Service Employees Union

Customer Service Representative

The Union and the Corporation agree to the introduction of a single classification, Customer Service Representative, to replace the previous Field Officer and Service Technician classifications.

Existing Service Technicians

It is understood that all existing Service Technicians will be transferred into the Field Officer classification upon ratification of this settlement. Incorporation into the existing Field Officer wage grid will be based on current length of service with the Corporation. Each individual will then be incorporated into the new Customer Service Representative classification on the same basis as the existing Field Officers. There will be no change in their anniversary dates.

Existing Field Officers

It is understood that all existing Field Officers will be transferred directly into the Customer Service Representative classification at their equivalent wage grid level (i.e. F.O. level 1 to C.S.R. level 3, etc). There will be no change in their anniversary dates.

Customer Service Representative

The new Customer Service Representative classification shall be comprised of 7 salary progression levels. Levels 3 through 7 shall correspond to the existing 1 through 5 levels of the Field Officer. The structure is as follows:

Letter of Understanding - Re: Customer Service Representative

Classification Level	Duration	Old Classification
1	up to 6 Months	Service Tech. 3
2	up to 6 Months	Service Tech. 5
3	12 Months	Field Officer 1
4	12 Months	Field Officer 2
5	12 Months	Field Officer 3
6	12 Months	Field Officer 4
7	12 Months	Field Officer 5

Current Employees

All existing employees shall be provided with training material to assist them in areas needed to ensure a high level of customer Service and satisfaction.

New Employees

All new employees shall complete a knowledge profile prior to employment to assist in the identification of areas that need to be addressed to ensure a high level of customer service and satisfaction. The salary grid will apply as follows;

- A. A new employee who demonstrates sufficient knowledge in all necessary areas shall enter the classification at level three of the salary grid.
- B. A new employee who demonstrates sufficient knowledge in a majority of the required areas shall enter the classification at the second level.
- C. A new employee who demonstrates sufficient knowledge in less than a majority of the required areas shall enter the classification at the first level.

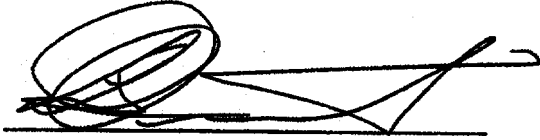
1. Supervisor (Herder / Herd Management Specialist)

Employees of the Production Unit shall no longer form part of the bargaining unit. It is understood that the Production Unit employees are excluded on the basis of management recommendations on job performance appraisal and grid placement of employees in unit.

Letter of Understanding - Re: Customer Service Representative

Dated at Guelph, this 9th day of July 1996.

FOR ONTARIO DAIRY HERD
IMPROVEMENT CORPORATION



Ben J. Strachan

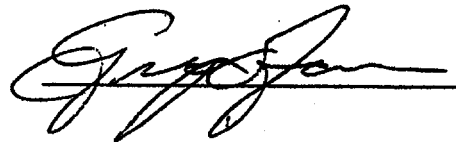
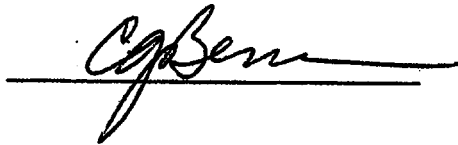


Don Jucker

FOR ONTARIO PUBLIC
SERVICE EMPLOYEES UNION



T. Jones



Jane Kleut



Janet Wright

Leah Paul

APPENDIX A

BILL

1990

An Act to amend the Employment Standards Act
with respect to Pregnancy and Parental Leave

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

R.S.O. 1980, c.137

- 1) The heading preceding section 35 of the Employment Standards Act is repealed and the following substituted:

PNRNCY AND PARENTAL LEAVE

2. Sections 35, 36, 37 and 38 of the Act are repealed and the following substituted:

Definitions

35. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;

"parental leave" means a leave of absence under subsection 38a(1);

"pregnancy leave" means a leave of absence under subsection 36(1).

Pregnancy Leave

36.-(1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

When leave may begin

- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

Notice

- (3) The employee must give the employer,

- (a) at least two weeks written notice of the date the leave is to begin; and
- (b) a certificate from a legally qualified medical practitioner stating the expected birth date.

Special circumstances

37.-(1) Subsection 36(3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.

Notice in special circumstances

(2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,

- (a) written notice of the date the pregnancy leave began or is to begin; and,
- (b) a certificate from a legally qualified medical practitioner that.
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of Complications caused by her pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

End of pregnancy leave if parental leave available

38.-(1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

End of pregnancy leave if parental leave not available

- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

End of pregnancy leave on employee notice

- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.

Parental leave

38a.-(1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,

- (a) the birth of the child; or,
- (b) the coming of the child into custody, care and the control of a parent for the first time.

Restriction on when leave may begin

(2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

When mother's parental leave may begin

(3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

Notice

(4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.

Special circumstances

38b.-(1) Subsection 38a(4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

When leave in special circumstances begins

- (2) The parental leave of an employee described in subsection**
- (1) begins on the day the employee stops working.**

Notice

(3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.

End of parental leave

38c. Parental leave ends **eighteen** weeks after it began or on an earlier day if the employee gives the employer at least four **weeks** written notice of that day.

Change of notice to begin leave

38d.-(1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

- (a) to an earlier date if the employee gives the employer at least **two** weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least **two** weeks written notice before the date leave was to begin.

Change of notice to end leave

- (2) An employee who has given notice to end leave may change the notice,
 - (a) to an earlier date if the employee gives the employer at least four **weeks** written notice before the earlier date; or,
 - (b) to a later date if the employee gives the employer at least four **weeks** written notice before the date leave was to end.

Rights during leave

38e.-(1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

Benefit plans

- (2) For the purposes of subsection (1), the types of plans are pensions plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed

Employer contributions

- (3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

Seniority

(4) Seniority continues to **accrue during pregnancy leave or parental leave.**
Reinstatement

38f.-(1) **The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.**

Reinstatement where employer's operations have been *suspended*, etc.

(2) **If the employer's operations ~~were~~ suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority ~~system or practice~~, *if any*.**

Wages

(3) **The employer shall pay a reinstated employee wages that are at least *equal* to the greater of,**

(a) **the ~~wages~~ the employee was most recently paid by the employer; or,**

(b) **the wages that the employee would be earning had ~~the~~ employee worked throughout the leave.**

No discipline, etc. because of leave

38g. **An employer shall not ~~intimidate, discipline, suspend, lay off~~, dismiss or impose a penalty on an employee because the employee is or will become eligible to ~~take~~, intends to ~~take~~ or takes pregnancy leave or parental leave.**

**Transitional, pregnancy leave
1990,c.**

38h.-(1) **This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force and who would have been entitled to pregnancy leave if section 2 of the Employment Standards Amendment Act (Pregnancy and Parental Leave), 1990 had come into force before she stopped work.**

.m

- (2) A person to whom this section applies shall be deemed to have taken a pregnancy leave beginning when the person stopped work if
- (a) the stopping of work was related to the person's pregnancy; and,
 - (b) when the person stopped work, she was not entitled to pregnancy leave.

Transitional, parental leave
1990, c.

38i.-(1) *This section applies to a person who stopped work on or after the 18th day of November, 1990 but before the day this section comes into force, whether or not the person took a pregnancy leave that ended during that period, or whose pregnancy leave ended during that period and who did not return to work if the person would have been entitled to parental leave had section 2 of the Employment standards Amendment Act (Pregnancy and Parental Leave), 1990 come into force before the person stopped work or before the pregnancy leave ended.*

Idem

- (2) A person to whom this section applies shall be deemed to have taken a parental leave beginning when the person stopped work or when the person's pregnancy leave ended if the stopping of work or the not returning to work was related to the birth of a child or to the coming of a child into the custody, care and control of a parent for the first time.

Transitional, benefits

38j. Section 38e does not apply in respect of any period before this section comes into force.

3. Subclauses 47(1)(c)(i) and (ii) of the Act, as enacted by the Statutes of Ontario 1981, chapter 21, section 3, are repealed and the following substituted:

- (i) the sum of \$4,000 with respect to any wages other than the employee's severance pay or an amount payable to the employee under Part XI, plus,
- (ii) the amount of the employee's severance pay, if any, plus,
- (iii) the amount payable to the employee under Part XI.

4. Subsection 65(1) of the Act, as amended by the Statutes of Ontario, 1987, chapter section 7, is further amended by adding the following clauses:

(a) prescribing types of benefit plans for the purpose of subsection 38e(2).

commencement

5. This Act comes into force on the day it receives Royal Assent.

Short title

6. The short title of this Act is Employment Insurance Act (Pregnancy and Parental Leave), 1990.

4310/3381

140 Promenade du Portage
Ottawa, K1A 0J9
Facsimile (819) 953-9381
September 9, 1992

Mr. Larry G. Ouimet
Director, Human Resources
**ONTARIO DAIRY HERD
IMPROVEMENT CORP.**
15 Research Lane
Suite 200
Guelph, Ontario
N1G 4T2

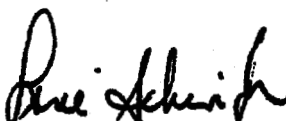
Dear Mr. Ouimet:

Thank you for your letter of July 6, 1992, concerning the Supplemental Unemployment Benefit (SUB) plan for pregnancy and care of children covering O.P.S.E.U.. The Commission has decided that the plan meets all of the conditions of subsection 57(13) of the Unemployment Insurance Regulations effective on July 5, 1991 until April 1, 1996.

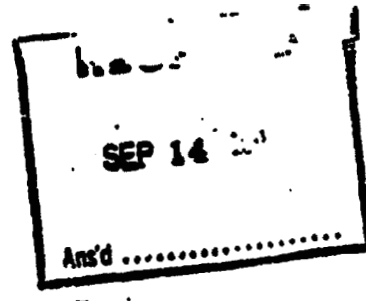
In accordance with paragraph 57(3)(d) of the Regulations, payments received under articles 14.06 and 14.07 of the O.P.S.E.U. agreement will not be considered earnings for purposes of determining entitlement to unemployment insurance pregnancy or care of children benefits.

It is understood that you will verify your employees' U.I. cheque stubs before determining eligibility to a SUB payment. If you have any questions, please contact Mrs. Line Schingh at (819) 997-8632.

Yours sincerely,

LS

Georges M. Goulet
Chief, Coverage and
Premium Policy Division

LS/lb


SEP 14 1992
Ans'd

Canada

(A)

**ONTARIO DHI CORPORATION
GROUPS OF EMPLOYEES COVERED
FOR SUPPLEMENTARY UNEMPLOYMENT BENEFITS**

UNIONIZED EMPLOYEES

LOCATION	TYPE OF PAY	UNION NAME	LOCAL	BARGAINING UNIT
HEAD OFFICE GUELPH	SALARIED & HOURLY	OPSEU	N/A	YES
LABORATORY WOODSTOCK	SALARIED & HOURLY	OPSEU	N/A	YES
LABORATORY KEMPTVILLE	SALARIED & HOURLY	OPSEU	N/A	YES
FIELD STAFF THROUGHOUT ONTARIO	SALARIED & HOURLY	OPSEU	N/A	YES

NON-UNIONIZED EMPLOYEES

LOCATION	TYPE OF PAY
HEAD OFFICE GUELPH	SALARIED
LABORATORY WOODSTOCK	SALARIED
LABORATORY KEMPTVILLE	SALARIED
FIELD MANAGEMENT THROUGHOUT ONTARIO	SALARIED

(B) Plan is to supplement unemployment caused by:

pregnancy;
care of a child or children. This includes adoption,
parental leave;
or any combination of the above.

NOTE:

1. Employees will only be eligible if eligible for maternity leave which is 13 weeks of employment.
2. The employer's Revenue Canada Taxation Number is VPC 249851.
3. . The number of employees covered under the SUB plan is 350.

DATED: May 30, 1991

Larry Ouimet
Director,
Ontario Dairy Herd Improvement Corporation

52