

Collective Agreement

Between

Teranet

and

OPSEU

Begins:

01/01/2001

Terminates:

12/31/2003

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COLLECTIVE AGREEMENT

BETWEEN: TERANET INC.
Hereinafter referred to as "the Employer"

of the FIRST PART

AND: THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
hereinafter referred to as "the Union"

of the **SECOND** PART

ARTICLE 1 - PURPOSE

1.01 The purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and its employees who are subject to the provisions of this Agreement. The parties recognize that it is in their mutual interest to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this Agreement; to maintain efficient and productive operations, a process for the prompt and equitable disposition of grievances and provide high quality products and services to customers.

ARTICLE 2 - RECOGNITION

- 2.01 (a) The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all employees of the Employer in the Province of Ontario employed directly in the development, implementation, maintenance and operation of automated land records management systems, save and except supervisors, persons above the rank of supervisor, and persons engaged in head office staff functions. For the purposes of clarity, head office staff functions include marketing, human resources administration, finance administration and policy development, but do not include quality control or training related to the development, implementation, maintenance and operation of automated land records management systems,
- (b) The parties agree that all employees in the City of Toronto in the Document Services Centre henceforth are employed in and form part of the bargaining unit governed by the collective agreement between the parties throughout the Province of Ontario, The parties further agree that the Document Services Centre Administrative Assistant shall be included in Schedule A of the Provincial Collective Agreement. The parties also agree that there shall be no further addition of existing Document Services Centre positions to the bargaining unit, unless by

mutual agreement or until either party serves notice to bargain under the provisions of the Labour Relations Act.

2.02 The Employer agrees that every reasonable effort will be made to continue the employment of bargaining unit employees. To this end, the Employer agrees to adopt implementation, maintenance and operation strategies to permit bargaining unit employees at existing sites within a municipality to continue their employment in that municipality. These strategies include, **but** are not limited to, the use of existing or new technologies or scheduling sites for implementation to facilitate the assignment of existing bargaining unit employees to adjacent sites. The Employer agrees that the assignment of duties normally performed by the employees in the bargaining unit to persons not in the bargaining unit will not **be** made for the purpose of abolishing positions in the bargaining unit.

2.03 (a) Students employed during school vacation periods, students employed through a co-operative education/work program are employees in the Bargaining Unit and all provisions of the Collective Agreement apply to those employees except as follows:

Articles 11, 12, 13, 14, 16, 17.02, 18, 20 and 21 and Sections 19.02 to 19.20 inclusive are not applicable to students employed during school vacation periods and students employed through a co-operative education/work program;

(b) (i) Persons employed for a specific term of **less** than 9 months, "Contract Employees", are employees in the Bargaining Unit **and** all provisions of the Collective Agreement apply to those Contract Employees except as follows:

Articles 11, 12.04, 12.05, 13, 14, 18 and 21 and Sections 19.02 to 19.20 inclusive are not applicable to Contract Employees.

An individual may not be maintained as a contract employee for a period of nine (9) months or more unless there is an extension agreed upon in writing between the Union and the Employer.

ii) Should a Contract Employee be offered and accept employment in the Bargaining Unit that is not for a specific term of less than 9 months, that employee shall be credited with seniority from her or his last date of hire **as** a Contract Employee and shall be deemed to have commenced employment on that date for purposes of Articles 10, 11, 13 and 21.

iii) A Contract Employee will become a permanent full-time employee after working longer than a total of 10 months. Any break in service

of 13 weeks or more in a series of contracts will reinitiate the 10 month contract period.

- iv) Article 2.03 (b) (iii) shall not apply to contract **staff** who are backfilling due to Maternity Leave or Parental Leave (Article 19)
- (c) The Employer shall provide students employed during school vacation periods, students employed through a co-operative education/work program and Contract Employees with vacation and vacation pay in accordance with the *Employment Standards Act, 2000* and shall determine **the** wage rates of the employees referred to in Section 2.03(a).
- (d) Despite any other Sections in the Collective Agreement to the contrary, nothing in **the** Collective Agreement applies to persons employed by an employment agency for a temporary assignment. Such assignments will not be for a period greater than 30 working days.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 The Union acknowledges that the operation and management of the Employer and its business and the direction of the workforce are fixed exclusively with the Employer. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) maintain order, discipline and efficiency and from time to time to make rules and regulations to **be** observed by the employees;
- b) hire, transfer, classify, assign, appoint, promote, demote, lay-off and recall employees;
- c) discipline and discharge employees who have passed their probationary period only for just cause;
- d) release employees during their probationary period;
- e) generally manage the business in which the company is engaged and, without restricting the generality of the foregoing, to determine the number and location of offices, the products to be developed and **sold**, the methods of production, the schedules of production, work standards, contracting or subcontracting of work, the kinds and locations of equipment and materials to be used, the methods and techniques of work, and the schedules and assignments of work.

3.02 The exercise by the Employer of its rights under this section of the Collective Agreement shall not **be** inconsistent with any other provision of the Collective Agreement.

3.03 The Employer shall not contract out or subcontract work normally performed by employees in the bargaining unit if the contracting out or subcontracting of such work causes the lay-off of employees in the bargaining unit. Any laid off employee shall be offered the opportunity to perform work that is to be contracted out or subcontracted, provided such employee has the skill and ability and is available and willing to perform such work.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

4.01 The Union agrees that there shall be no strikes and the Employer agrees there shall be no lockouts during the term of the Collective Agreement.

ARTICLE 5 - UNION SECURITY AND REPRESENTATION

5.01 The Employer agrees that it will deduct each pay period a sum equal to regular Union dues from each employee in the Bargaining Unit, effective as of the employee's first day of employment. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, North York, Ontario, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of the names and social insurance numbers of those employees for whom deductions have been made.

5.02 The Union will advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to *the* Employer.

5.03 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of Union dues as herein provided.

5.04 Union Business

The Union shall advise the Employer in writing of the names of its stewards, officers and committee members. The Employer will not recognize any change in the Union Stewards, *officers* or committee members until the Union notifies the Employer in writing of such change.

5.05 The Employer shall permit up to a maximum of five (5) employees to be absent from work without loss of pay or credits for the purpose of:

- a) attending meetings with the Employer for the purpose of negotiating a Collective Agreement; and up to a maximum of three (3) employees to be absent from work without loss of pay or credits for the purposes of;

- b) attending grievance meetings with the Employer:
- c) attending any other meetings on behalf of the Union that are called by the Employer;
- d) spending reasonable time to travel to the meetings described in Subsections (a), (b) and (c) above.

The Union shall advise the Employer in writing of the identity of the employees who will be attending such meetings.

5.06 Employees who are permitted to be absent to attend meetings with the Employer for the purpose of negotiating a Collective Agreement shall also be permitted additional reasonable time to be absent without pay but without loss of credits to attend Union caucus sessions held prior to such meetings.

5.07 The Union shall designate at least one employee and not more than three employees to act as Union steward at each of the Employer's offices. A Union steward may be granted reasonable time during regular working hours to carry out the duties and responsibilities of the Union steward without **loss** of pay upon request of the steward's supervisor prior to engaging in such duties, The supervisor shall not unreasonably withhold the granting of such time to the Union steward.

5.08 **An** employee may request that a Union steward be present during a disciplinary meeting with a supervisor. **The** absence of a Union steward during such a meeting shall not affect the validity of the discipline, if any, imposed by the Employer.

5.09 **An** employee who wishes to be absent from work for trade union activities must request and obtain permission from his or her supervisor for such absence. The supervisor shall not unreasonably withhold permission.

5.10 The Employer may grant up to two (2) employees a leave of absence without pay for the purpose of attending a conference or seminar related to the activities of **the** Union. The Employer shall not unreasonably withhold the granting of such leave.

5.11 An employee who is elected or selected for a full-time position with the Union, or any body with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority accrued to the date the leave commences. Such leave shall not be unreasonably withheld.

5.12 a) Upon the Union giving reasonable notice of a request for leave under this Section, the Employer shall grant a leave-of-absence without loss of

pay or benefits and with no **loss** of credits to employees elected as Executive Board Members and Executive Officers of the Union for the purpose of conducting the internal business affairs of the Union.

- b) The Union shall reimburse the Employer monthly for the cost of pay, benefits and credits provided to employees under (a) above.

5.13 Union President

Should the Union establish a Local of the Union that exclusively services and represents employees of the Employer, the Employer shall permit the President of that Local Union (or his/her designate) to be absent from work without **loss** of pay or credits for up to eight (8) hours per month for the purposes of carrying on the business of the Local Union.

ARTICLE 6 - NO DISCRIMINATION

6.01 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practised by any of their representatives with respect to any employee because of her or his membership or nonmembership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.

6.02 The Employer and ~~the~~ Union agree that there will be **no** discrimination by the Employer or the Union or by any of the employees covered by this Agreement on the basis of race, ancestry, citizenship, creed, colour, ethnic origin, national origin, sex, sexual orientation, marital status, family status, age, religious affiliation, record of offences, or handicap.

ARTICLE 7 - LABOUR-MANAGEMENT COMMITTEE

7.01 The Employer and the Union shall establish a Labour-Management Committee consisting of five (5) Union representatives and up to five (5) Management representatives, with the capacity of either party to bring in an additional resource person from the Union or the Employer. The Committee shall be co-chaired alternately **by** a representative selected by Management and a representative selected by the Union. The Committee will meet once per month or as agreed to between the parties. The Committee will provide a forum for on-going communication and the joint consideration of various matters which are of concern to the **parties**.

7.02 The Labour-Management Committee shall meet during working hours. Union representatives on the Committee shall be permitted reasonable time off without loss of pay to travel to and attend such meetings.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The parties agree that their interests are best served by the speedy resolution of grievances. To this end, the parties agree to initiate grievances promptly by bringing them to the attention of the other party as soon as possible in each instance. It is understood that a complaint will not constitute a grievance until an employee has afforded her or his immediate supervisor an opportunity to review and, if necessary, adjust the complaint. Such a complaint shall **be** raised with the employee's supervisor by the employee within ten (10) days of the date on which the circumstances which gave rise to the complaint first became known or ought to have become known to the employee, failing which the complaint shall not be subject to adjustment through the grievance or arbitration procedure provided for herein or otherwise.
- 8.02 **STEP 1** - If the complaint or dispute is not satisfactorily settled **by** the supervisor within five (5) days of the review, the employee shall reduce the complaint to writing and such a complaint may, if it relates to the interpretation, application, administration or violation of the Collective Agreement, including whether the matter is arbitrable, be filed as a grievance within ten (10) days of the supervisor's response to the complaint.
- 8.03 The supervisor shall give the employee her or his decision in writing within five (5) days of the filing of the grievance.
- 8.04 **STEP 2** - If the grievance is not resolved at Step 1, the employee may submit the grievance to the Vice President, Human Resources and Development or her or his designee within seven (7) days of having received the supervisor's written response at Step 1 or within seven (7) days of the date for receipt of the supervisor's written response at Step 1.
- 8.05 The Vice-president, Human Resources and Development or her or his designee shall schedule a Step 2 grievance meeting, at a time and date mutually agreeable between the Employer and the Union, within seven (7) days of having received the grievance.
- 8.06 The Vice-President, Human Resources and Development shall give the grievor and the Union her or his decision in writing within five (5) days of the date for the Step 2 meeting.
- 8.07 A Union representative is entitled to attend Step 2 grievance meetings.
- 8.08 If the matter is not satisfactorily resolved at Step 2, the Union may refer the grievance to arbitration as provided below.
- 8.09 "Days" in this article means working days.

8.10 The Union or the Employer may file a policy grievance where there is a difference between them arising out of the interpretation, application, administration or violation of the Collective Agreement, including whether the matter is arbitrable. Such a grievance may not seek a remedy on behalf of individual employees. A Union grievance shall be delivered to **the** Vice-President, Human Resources and Development and the Employer grievance shall be delivered to a Union officer. Such grievances shall be filed within twenty (20) days of the date on which the circumstances which gave rise to the grievance became known or ought to have been known. Sections 8.05, 8.06, 8.07, 8.08, and 8.09 apply to a grievance filed under this section,

Discipline and Discharge Grievances

8.11 No employee, other than an employee who at the time of discipline or discharge has not completed his or her probationary period, shall be disciplined or discharged except for just cause.

8.12 A grievance filed by a non-probationary employee claiming unjust dismissal may be filed directly at Step 2.

8.13 A probationary employee may be released or discharged during his or her probationary period provided the release or discharge **is not arbitrary, discriminatory or in bad faith**. This constitutes a lesser standard within the meaning of Section 43.1 (2) of the Labour Relations **Act**.

ARTICLE 9 - ARBITRATION

9.01 A grievance may be referred to arbitration by either party to this Agreement, provided that such referral is in writing and is given to the other party within fifteen (15) days following the date on which the decision at Step 2 was given or ought to have been given.

9.02 The referral in writing shall include that **party's** nominee for a single arbitrator. The other party may agree to the referred nominee or recommend another nominee within ten days of receiving the referral. If the parties are unable to agree upon an arbitrator then either party may request the appointment of an arbitrator pursuant to the Labour Relations Act.

9.03 "Days" in this article means working days.

9.04 The arbitrator shall not have jurisdiction to alter or change any of the provisions of this Agreement, or to substitute any provision of this Agreement, or to give any decision inconsistent with the terms and provisions of this Agreement and shall make a decision to conform with the terms of the referral to arbitration.

9.05 The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union. All other expenses shall be borne by the party incurring them and neither party shall be responsible for the expense of witnesses called by the other party.

ARTICLE 10 - PROBATIONARY EMPLOYEES

10.01 Every employee shall be on probation until he or she has actually worked for ninety (90) days since the date of his or her last hiring as an employee. The ninety (90) working day period is the probationary period. An employee who has not completed his or her probationary period shall have no seniority or seniority rights and shall not be included in any seniority list.

10.02 The probationary period in respect of any employee may be extended for an additional probationary period or such lesser period of time as may be agreed upon by the Employer, the employee and the Union, If such extension is agreed upon, the employee's probationary period shall be taken, for all purposes to include the initial period and the extended probationary period.

10.03 Upon completion of the probationary period, the employee shall accumulate seniority retroactive to the employee's most recent date of hire.

ARTICLE 11 - SENIORITY

11.01 Employees hired by the Employer after December 10, 1991 shall have their seniority based upon their length of continuous service from their last date of hire. Employees hired on or before December 10, 1991 shall have their seniority based upon their length of continuous service with the Crown immediately prior to the commencement of their employment with the Employer in addition to their length of continuous service with Teranet since their date of hire.

11.02 Employees shall accumulate seniority while actively at work, on vacation, on a paid leave of absence or on other leave authorized by the Employer except for leave granted under Section 5.10, or while continuously absent from work due to sickness, disability or accident for up to 18 months.

11.03 The Employer shall provide the Union with a revised seniority list every six (6) months indicating employees' seniority date and current classification. An employee's seniority date on the seniority list shall be deemed conclusively correct unless written notice of objection to the seniority date shown is provided to the Employer.

11.04 An employee's seniority rights and her or his employment shall terminate if:

- a) **the** employee resigns and the resignation is accepted by the Employer;

- b) the employee is discharged for just cause and is not reinstated,
- c) the employee exceeds or overstays a leave of absence granted by the Employer without having obtained the express written consent from the Employer to the extension prior to the expiration of the originally granted leave of absence;
- d) the employee gives false reasons for obtaining a leave of absence or utilizes a leave of absence for a purpose other than that for which the leave was granted;
- e) the employee fails to report back to work from lay-off within ten (10) working days after being notified to return to work unless the employee provides a reason acceptable to the Employer for the failure to report for work;
- f) the employee is absent from work for three consecutive working days without notifying the Employer and does not provide a reason acceptable to the Employer for the failure to report for work;
- g) the employee has been laid off for a period of eighteen (18) months;
- h) the employee retires;
- i) the employee waives his or her right to be recalled to employment.

ARTICLE 12 - JOB POSTING

12.01 Where a full time vacancy, other than a transfer, exists or is created and is to **be** filled, it shall **be** posted *for at least ten* (10) working days prior to the established closing date, Notice of the vacancy shall **be** posted **on** the bulletin boards in all work locations. **All** applications to fill a vacancy shall be acknowledged by the Employer. The Union shall be provided with a copy of all **job** postings. An employee who applied for a posted vacancy and is unsuccessful shall, upon written request, be given the reason(s) in writing.

If a written examination is a component of the competition process for a particular position the examination shall be conducted in a manner that will provide a fair evaluation of all applicants who shall be evaluated against the same set of standards. The test result for the individual shall be provided to the individual upon written request.

Results from training tests shall be distributed to individuals within twenty working days of writing the test.

12.02 A transfer means an employee appointed by **the** company to the same position in another location.

12.03 The notice of vacancy shall state the nature and title of the position, pay, the normal requirements of the **job** and location.

12.04 When a vacancy is posted and employees within the bargaining unit apply, the Employer shall determine the successful candidate based on the qualifications, abilities, seniority and experience of the candidates in relation to the requirements of the vacant position. Where the qualifications, abilities and experience are relatively equal, seniority shall govern, provided the candidate has the necessary qualifications, ability and experience to fulfill the requirements of the position.

12.05 **Relocation**

Employees shall not be required to relocate to an office outside the municipality in which they work without their agreement. Where employees agree to relocate, they shall be paid reasonable relocation expenses **up** to a maximum of \$2,500 upon approval of expenses.

12.06 **Developmental Assignments**

All developmental assignments within the bargaining unit will be posted for five (5) days. It is agreed that these may be in a specific department only.

The posting will identify the minimum qualifications expected of the successful candidate and only those candidates meeting the minimum requirements will be considered for the position,

The successful candidate will be selected through a modified competition process that will include, as a minimum, an interview, Developmental assignments within the bargaining unit will be, in general, no longer than (*twelve*) 12 months in length. Developmental assignments may not extend beyond twelve months unless there is an extension agreed upon in writing between the Union and the Employer.

Unsuccessful candidates under Article 12.06 are unable to grieve **as** long as **the** developmental assignment **is** within the *twelve* 12 months parameter or an extension has been agreed upon between **the** Union and Teranet.

12.07 **Rotational Developmental Assignments**

It is mutually understood between the parties that the purpose of a rotational developmental assignment is not only to meet business needs, but to provide a

training opportunity for employees. *The establishment and continuation of a rotational developmental assignment shall be at the discretion of the employer.*

A rotational development assignment will be no longer than twelve 12 months duration for each incumbent.

The recruiting and selection process for rotational developmental assignments will be conducted in the same manner as in Article 12.06 – Developmental Assignment.

ARTICLE 13 - LAY-OFF AND RECALL FROM LAY-OFF

13.01 "Lay-off" in this article shall mean a lay-off resulting from the abolition of a position by reason of shortage of work or funds or other material change in **the** Employer's operation and is not a temporary lay-off as defined in the *Employment Standards Act, 2000*.

13.02 Notice

The Union, the Labour Management Committee and the affected employee(s) shall receive sixty (60) working days' notice of lay-off or the affected employee(s) shall be **paid** in lieu of notice and no lay-off shall **be** effected until the Employer has complied with this Article. The Employer shall continue to provide full employee benefits to the affected employee(s) during the notice/lay-off period.

During this notice period the Union and the Labour Management Committee may make recommendations to minimize the dislocation of employees.

13.03 **Displacement Rights**

- a) An employee receiving notice of lay-off may, at his or her option, displace the most junior employee in the same or a lower classification, provided the senior employee can satisfactorily perform the core **duties** of the available work.
- b) An employee displaced pursuant to Section 13.03(a) may, at *his* or her option, displace the most junior employee in a lower classification, provided the senior employee can satisfactorily perform the core duties of the available work.
- c) An employee who displaces a junior employee pursuant to this section is entitled to relocation expenses pursuant to article 12.05.

13.04 **Recall Rights**

For a period of 24 (twenty four) months following the date of lay-off, a laid off employee shall be recalled in order of seniority to an available position or vacancy in the classification occupied by the employee at the time of lay-off or a lower classification, provided the employee can satisfactorily perform the available work.

13.05 Recalled employees shall be required to return to work within ten (10) working days of being notified by the Employer of the recall. An employee shall be deemed to have been notified the second day after the Employer's notice is mailed by registered mail to the employee's last address provided by the employee in the Employer's records.

13.06 An employee who accepts a recall to a lower classification than the classification occupied by the employee at the time of lay-off shall be paid at a rate within the salary range of the lower Classification that is closest to, but not greater than, the employee's rate at the time of lay-off.

13.07 An employee who is recalled to the classification he or she occupied at the time of lay-off shall be placed at his or her salary level at the time of lay-off with applicable adjustments.

13.08 **Short-Term Lay-Off**

The parties agree to the inclusion of short-term lay-off provisions primarily to facilitate the movement of existing employees from existing sites to new sites.

- (a) Short-term lay-off means a lay-off of two (2) weeks or less resulting from:
 - i) a shortage of work or funds related to a new site start-up;
 - ii) a delay in designation or activation of automated records at any site; or
 - iii) any other interruption in work that is beyond the control of the Employer. If such an interruption occurs, the Union may, at the Employer's request, consent to waive the notice requirement of Section 13.02, such consent shall not be unreasonably withheld.
- (b) Whenever practicable, the Employer shall provide employees with up to 5 (five) days' notice of a short-term lay-off.
- (c) In the event of a staff reduction caused by a short-term lay-off, the Employer shall determine the employees to be retained.

- (d) Employees shall be recalled from short-term lay-off to an available position or vacancy in the classification occupied by the employee at the time of the short-term lay-off by order of their lay-off.
- (e) An employee absent from work on a short-term lay-off shall continue to accumulate seniority and shall have benefit coverage continuation for the duration of the short-term lay-off.

ARTICLE 14 - TRAINING

- 14.01 The Employer and the Union share a joint commitment to the professional development and training of all employees,
- 14.02 Where, as a result of operational requirements or technological changes or changes, the Employer requires employees to develop new or greater skills, such employees shall, at the Employer's expense, be provided with a reasonable opportunity to acquire such skills through an Employer-sponsored training program. Employees undertaking Employer-requested training will maintain their salary and benefits during such training.
- 14.03 An employee with at least one year of seniority who is actively at work shall be eligible for reimbursement to a maximum of \$750.00 per calendar year for the cost of tuition fees, text books and other associated materials paid for by the employee in connection with courses that relate to the Employer's business, provided an employee who seeks reimbursement obtains the Employer's consent prior to enrolling in such courses, such consent shall not be unreasonably withheld. Upon successful completion of the course, the Employer shall reimburse the employee for such expenses, provided the employee submits receipts for those expenses.
- 14.04 An employee who is laid off following receipt of a notice of lay-off pursuant to Section 13.02 of the Collective Agreement shall be eligible for reimbursement for the cost of tuition fees, text books or other associated materials for courses at an accredited Canadian educational institution, up to a lifetime maximum of \$3,500. Upon completion of the course, the Employer shall reimburse the employee for such expenses, provided the employee submits receipts for those expenses.

ARTICLE 15 - HOURS OF WORK

- 15.01 The normal hours of work for employees shall be thirty-six and one-quarter (36 1/4) hours per week and seven and one-quarter (7 1/4) hours per day except for those employees working in the Document Services Centre where the normal hours of work for employees shall be thirty-seven and one-half (37 1/2) hours per week and seven and one-half (7 1/2) hours per day.

15.02 It ~~is~~ understood that other arrangements regarding hours of work and overtime may be entered into between the parties with respect to variable work days or variable work weeks. These arrangements form part of the Collective Agreement in Appendix A.

It is also understood that other arrangements regarding work location and working conditions, which may include working at home and job sharing, shall be entered into between the parties at the LMC, during the term of this collective agreement,

15.03 (a) In **this** Article, "overtime" means an authorized period of work performed ~~on~~ a scheduled working day in addition to the employee's normal hours of work or performed on the employee's scheduled day(s) off. Overtime worked shall be paid at one and one-half (1 1/2) times the employee's basic hourly rate.

(b) Where an employee accepts an offer to work more than 20 hours of overtime in one week, the employee shall be paid double time for all overtime worked in excess of 20 hours in that week.

15.04 The Employer shall offer overtime opportunities to employees who normally perform the required work in the location where the work ~~is~~ to be performed in a fair and equitable manner. Where overtime work is required to meet operational demands of the Employer and the employees normally performing the required work have not volunteered, such employees, in reverse order of seniority, shall be required to work overtime as directed by the employer provided that no employee shall be ~~required~~ to work in excess of forty-eight (48) hours in one week.

15.05 Overtime shall be paid within one (1) month of the pay period within which the ~~overtime was~~ actually worked. The Employer and ~~employee~~ may agree that in lieu of payment for overtime, the employee may receive compensating leave of one and one-half (1 1/2) hours for each hour of overtime worked in lieu of pay.

15.06 Where the Employer contacts an employee who has completed ~~his~~ or her scheduled hours of work, by telephone, for the purpose of providing information or advice directly related to the employee's normal duties and responsibilities, he or she shall be paid at one and one-half (1 1/2) times his or her basic hourly rate for a minimum of one-half (1/2) hour while providing such information or advice. If ~~an~~ employee providing information or advice under this Section is called back to work within the meaning of Section 16.01, he or she shall not be eligible for payment under this Section.

ARTICLE 16 - CALLBACK

16.01 Where an employee who has completed his or her scheduled hours of work and is subsequently called back to work, the employee shall receive payment at the applicable overtime rate for all hours worked during such call-back with a minimum pay of four (4) hours at the applicable overtime rate, provided the employee's next scheduled shift has not commenced during the call-back,

16.02 On-Call

Where the Employer designates an employee to be on-call by reason of the employee's duties and responsibilities which require the employee to respond within a reasonable time to a request to return to work or perform other work, that employee shall be paid an on-call allowance of \$50.00 per week.

ARTICLE 17 - HOLIDAYS

17.01 The following are recognized as paid holidays:

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

17.02 Employees are eligible for Two Personal Days in addition to paid holidays. Employees may select their two personal days and request their supervisor's consent to their selection, such consent not to be unreasonably withheld. Employees with less than one year seniority shall be eligible for two personal days in addition to paid holidays on a prorated basis.

17.03 Where an employee works on a holiday, that employee shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7 1/4) hours or seven and one-half (7 1/2) hours depending on their normal hours of work as defined in Article 15.01.

17.04 In addition to the payment provided by Section 17.03 above, an employee who works on the holiday shall receive seven and one-quarter (7 1/4) or seven and one-half (7 1/2) hours pay depending on their normal hours of work as defined in Article 15.01, as applicable at his or her basic hourly rate or Compensating leave of seven and one-quarter (7 1/4) and seven and one-half (7 1/2) hours as applicable, provided the employee opts for compensating leave prior to the holiday.

ARTICLE 18 - VACATION

18.01 An employee shall earn vacation credit based on a calendar year of employment commencing January 1, provided she or he accumulates seniority for not less than 1,270 hours in that year on the following basis:

- a) 1 1/4 vacation days per month prior to the first day of January in her or his first year of employment;
- b) fifteen (15) vacation days per year commencing January 1 in the first year of employment and during the next seven calendar years of continuous service;
- c) twenty (20) vacation days per year after eight calendar years of continuous service;
- d) twenty-five (**25**) vacation days per year after 15 calendar years of continuous service;
- e) thirty (30) vacation days per year after 29 calendar years of continuous service.

For the purposes of clarity, for the remainder of the period to December 31 in the calendar year in which an employee's vacation entitlement increases, the increased entitlement shall be pro-rated.

18.02 The Employer shall attempt to accommodate an employee's request to **schedule** vacation. In the event of a conflict over vacation requests, seniority shall be the governing factor in scheduling vacation.

18.03 Employees may carry over into the next calendar year up to ten (10) days of vacation accrued in the previous calendar year. Employees who have not used all of their vacation credits by December 31 shall lose all but ten (10) days of unused vacation credits and shall be paid one day's pay for each day of vacation credit so lost, except where the employee and Employer after due consideration of circumstances mutually agree to carry over more than ten (10) **days**, Prior consent is required to schedule more than four (**4**) consecutive weeks of vacation and such consent will not be unreasonably withheld.

ARTICLE 19 - LEAVE OF ABSENCE

19.01 Bereavement Leave

An employee shall be allowed up to five (5) days' bereavement leave, without loss of pay, benefits or service, in the event of the death of a **spouse**, mother, father, mother-in-law, father-in-law, step-mother, step-father, son, daughter, stepson, stepdaughter, brother, sister, step mother-in-law, step father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, aunt, uncle, niece, nephew, ward or guardian. In addition, an employee shall be allowed up to two (2) days unpaid leave if required as travelling time to attend funeral services in connection with bereavement leave,

19.02 Unpaid Leave

The Employer may grant an employee's written request for an unpaid personal leave of absence or an unpaid family crisis leave for up to eight (8) months, such unpaid leave of absence will be without loss of credits or benefits. The Employer may consider its operational requirements, the length and timing of the leave, or the reasons for the requested leave in deciding whether to grant such leave. Such leave shall not be unreasonably requested nor unreasonably withheld. This provision includes leave for academic studies and training and shall not be combined with any other leave.

19.03 Discretionary Days

The Employer recognizes that employees have responsibilities and commitments involving the family and their personal lives and that at times unplanned emergencies and crises may arise. The Employer understands that it may, at *times*, not be possible for the employee to make alternate arrangements on short notice to tend to these issues. The Employer may in its discretion grant an employee's request for a paid personal leave of absence for up to 6 days in a calendar year. The Employer may consider the reasons, urgency, **its** operational requirements, or other factors it considers relevant in deciding whether to grant such leave, and approval of such requests will not be unreasonably withheld.

19.04 Court Leave

Where an employee is absent by reason of a summons to serve as juror or a subpoena as a witness, other than as a witness in a labour arbitration proceeding, the employee shall be entitled to leave without loss of pay, benefits or service to comply with the summons or subpoena, provided the employee pays to the Employer the conduct money received by the employee to secure such attendance,

19.05 **Pregnancy leave**

A pregnant employee who has been employed for at least thirteen (13) weeks before the expected date of delivery shall be entitled to seventeen (17) weeks leave of absence without pay, for the purpose of child birth. The leave of absence shall be in accordance with the provisions of *the Employment Standards Act*.

19.06 Employees on pregnancy leave shall continue to accumulate seniority for **the** duration of their leaves and shall not suffer any loss in benefits.

19.07 **Supplementary Unemployment Benefit Plan**

An employee entitled to pregnancy leave under Section 19.05, who provides the Employer with proof that the employee has applied for and is eligible to receive unemployment insurance benefits pursuant to *the Employment Insurance Act, (Canada)*, shall be paid an allowance in accordance with the supplementary Unemployment Benefit Plan.

19.08 **Payment**

Payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- i) for the **first** two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual rate of pay for her classification which the employee was receiving on the last day worked prior to the commencement of the leave; ..

and,

- ii) for the balance of the period during which the employee is eligible to receive unemployment insurance benefits pursuant to *the Employment Insurance Act, (Canada)*, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, **and** ninety-three percent (93%) of the actual rate of pay for her classification which the employee was receiving on the last day worked prior to the commencement of the leave.

19.09 **Reassignment**

Where an employee has been transferred to a different classification pursuant to Section 22.06, the SUB Plan payments will be based on the actual rate of pay for the classification she worked in prior to the transfer.

19.10 **Adoption Leave**

An employee who has been employed for at least thirteen (13) weeks shall be entitled to thirty-seven (37) weeks' leave of absence without pay for the purpose of adopting a child as adoption leave. The leave of absence shall be in accordance with *the Employment Standards Act*,

19.11 Adoption leave may begin:

- (a) No earlier than the day the child comes into the custody, care and control of the employee for the first time; and
- (b) No later than fifty two (52) weeks after the day the child comes into the custody, care and control of the employee for the first time.

Adoption leave shall end thirty-seven (37) weeks after it begins or on an earlier day if the person gives the employer at least four (4) weeks written notice of that day.

19.12 **Supplementary Unemployment Benefit Plan**

An employee entitled to adoption leave under Section 19.10, who provides the Employer with proof that the employee has applied for and is eligible to receive unemployment insurance benefits pursuant to *the Employment Insurance Act (Canada)*, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan as per paragraph 19.13.

19.13 **Payment**

Payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual rate of pay for his or her classification which the employee was receiving on the last day worked prior to the commencement of the leave; and,
- ii) for the balance of the period during which the employee is eligible to receive unemployment insurance benefits pursuant to *the Employment Insurance Act (Canada)*, up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly UI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual rate of pay for the employee's classification which the employee was

receiving on the last day worked prior to the commencement of the leave: and

19.14 An employee on adoption leave shall continue to accumulate seniority for the duration of the leave and shall not suffer any loss in benefits.

19.15 **Parental Leave**

An employee who has been employed for at least thirteen (13) weeks shall **be** entitled to a parental leave without pay for a period of up to 35 weeks if requested by the mother following a pregnancy leave or up to thirty seven (37) weeks if requested by the father, The leave of absence shall **be** in accordance with the Employment Standards Act.

19.16 (a) Parental leave may begin,

(i) No earlier than the day the child is born; and

(ii) No later than fifty two (52) weeks after the day the child is born or comes into the custody, care and control of the employee for the first time.

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

(c) The parental leave of an employee who **takes** adoption leave must begin when the adoption leave ends.

Parental leave shall end thirty-five (35) weeks after it begins or on an earlier day if the person gives the employer at least four (4) weeks written notice of that day.

19.17 **Supplementary Unemployment Benefit Plan**

An employee entitled to parental leave under Section 19.15 who has not taken pregnancy leave or adoption leave **shall** be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan under Section 19.18 provided he or she furnishes the Employer with proof that he or she has applied for and is eligible to receive unemployment insurance benefits pursuant to *the Employment Standard Act (Canada)*.

19.18 **Payment**

Payments shall be made to eligible employees pursuant to Section 19.17 under the Supplementary Unemployment Benefit Plan for the first two weeks of

parental leave and will be equivalent to ninety-three percent (93%) of the actual rate of pay for his or her classification which the employee was receiving on the last day worked prior to commencement of the leave.

19.19 **An** employee on parental leave shall continue to accumulate seniority for the duration of the leave and shall not suffer any loss in benefits.

19.20 **Supplementary Unemployment Benefit Plan Implementation**

The implementation of Sections 19.07, 19.08, 19.12, 19.13, 19.17 and 19.18 is subject to required approval by the appropriate federal agencies, which shall be sought **as** soon as possible after ratification.

19.21 **Military Leave**

The employer may grant a leave of absence without pay to an employee for the purpose of Canadian Forces Reserve duties. Request for military leave shall not be unreasonably denied.

ARTICLE 20 - CLASSIFICATION AND WAGE RATE

20.01 Employees covered by the Collective Agreement shall **be** classified and paid in accordance with the **job** classifications and wage rates set out in Schedule **A** and Schedule B to the Collective Agreement.

20.02 The Joint Job Evaluation Committee established in 1996 pursuant to the terms of reference dated August 8, 1996 will continue to have the responsibility for the classification of jobs for job evaluation. maintenance purposes. This committee will be composed of eight (8) members: four **(4)** persons selected by the Union and four (4) persons appointed by the Employer. **No** meeting of the Committee shall be held without the attendance of six members, three members from each of the Union and the Employer. The Committee will meet on a quarterly basis if necessary, or pursuant to sections 20.03 and 20.04, to evaluate any changed or new classifications.

20.03 Where the Employer substantially changes the duties and responsibilities of an existing job, or the Union alleges improper classification, the re-evaluation of the position will be conducted as *follows*:

- i. The re-evaluation of positions will be conducted by the Joint Classification Committee using the agreed upon Job Evaluation Manual.
- ii. Upon completion of the evaluation, the affected employee(s) will **be** forwarded their rating sheet. **An** appeal period of two weeks will **be** allowed, during which time the employee(s) may submit a

written request for review of the job questionnaire and job rating sheet along with justification to the Committee.

- iii. If the Committee cannot agree by consensus, the appeal will be submitted to a mutually agreed upon third party for resolution.
- iv. The total point value of the job determines into which job banding it should be placed.
- v. The new rate of pay shall be effective upon completion of the evaluation of the changed job.

20.04 The Employer shall notify the Union when a new job is established and will provide the Union with information about the duties and responsibilities of the new job, The Employer shall classify and set the rate for the job. After the **job** has been in existence for a minimum of six (6) months the evaluation of the job will be conducted as follows:

- i. A job questionnaire will be completed by the incumbent(s).
- ii. The re-evaluation of positions will be conducted by the Joint Classification Committee using the agreed upon Job Evaluation Manual.
- iii. Upon completion of the evaluation, the affected employee(s) will be forwarded their rating sheet. An appeal period of two weeks will be allowed, during which time the employee(s) may submit a written request for review of the job questionnaire and job rating sheet along with justification to the Committee.
- iv. If the Committee cannot agree by consensus, the appeal will be submitted to a mutually agreed upon third party for resolution.
- v. The total point value of the job determines into which job banding it should be placed.
- vi. The rate of the new job shall be effective upon completion of the evaluation of the new job.

20.05 Where an employee is transferred by the Employer to another classification and **works** for more than five (5) consecutive days in that classification, the employee shall receive the rate of pay of that classification, or her or his regular rate of pay, whichever is greater, for all of the days worked in that classification.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Sick Leave

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

- a) at regular salary for **the** first ten (10) working days of absence;
- b) at seventy-five percent (75%) of regular salary for an additional one hundred and twenty (120) working days of absence. An employee may elect to use accrued vacation days to receive 100% of regular salary on the basis of 1/4 vacation day to be used for each day of absence.
- c) Unused sick days payable at one hundred per cent (100%) in any plan year can be carried forward to replace sick days paid at seventy five (75%) in future years. Unused sick days can only **be** carried forward to maximum accumulation of sixty-five (65) days **at** one hundred per cent (100%).

Upon retirement, layoff or termination of employment, unused days standing in the name of the employee shall **be** cancelled and shall be of no *effect*.

An employee is not entitled to leave of absence with pay under this section until he or **she** has worked twenty (20) consecutive working days.

21.02 Where an employee is on a sick leave of absence which commences in one calendar year and continues in the following calendar year, the employee **is** not entitled to leave of absence with pay under Section 21.01 for more than one hundred and thirty (130) working **days** in the two **(2)** calendar years until he or she has returned to work for twenty (20) consecutive working days.

21.03 **An** employee who has used sick leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Section 21.01 must work twenty (20) consecutive working days before the employee is entitled to further leave under Section 21.01 in the next calendar year.

21.04 The pay of an employee under Section 21.01 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.

21.05 After five (5) days' absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner **is** forwarded to the Employer, certifying that the employee is unable to attend to his or her duties. Notwithstanding this provision, where it is suspected that

there may **be** an abuse of sick leave, the Employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days.

21.06 Employees returning from long-term **disability** to resume employment must work twenty (20) consecutive working days before being entitled to leave under Section 21.01.

21.07 **Long-Term Disability**

a) The Employer shall pay 100% of the monthly premium for a long-term disability insurance plan. Such plan shall provide benefits of sixty-six and two-thirds per cent (66 2/3%) of regular earnings of the employee, including any retroactive salary adjustment to which the employee would have been entitled, as of the time of the employee's commencement of long-term disability.

b) i) The employee's entitlement to benefits under the long-term disability plan shall be determined in accordance with the provisions of that plan in place on the date of ratification, and such benefits shall commence six months after the date that the employee became and remained totally disabled.

ii) Totally disabled means during the first six months after the date the employee became disabled and the ensuing 24 months, the continuous inability of an employee, as a result of sickness or injury, to perform substantially the whole of the duties of his or her regular occupation and thereafter, the continuous inability of an employee, **as** a result of sickness or injury, to engage in any gainful occupation for which he or she is qualified or may reasonably become qualified by reason of his or her training, education or experience,

c) Any dispute as to entitlement to benefits under the plan **is** a matter between the employee and the insurance carrier and may be referred to **the** joint claims committee established pursuant to Section 21.09.

21.07A The payment of sick leave or long-term disability benefits **can** only cease on the *date of* a lay-off or termination of employment when the notice of lay-off or termination **is** provided to **the** employee prior to the commencement of the **employee's** disability. If such notice is not given, sick leave or long-term disability benefit payments must be paid for as long as the employee is **disabled** and eligible for such payments.

21.08 **Life, Extended Health Care, Dental and Drug**

The Employer shall pay 100% of the premiums for insurance policies to provide the coverages **set out** in Section 21.10 for employees who have completed their probationary period, subject to the exclusions, limitations and deductibles in those insurance policies in place on the date of ratification.

21.09 An employee's entitlement to benefits **is** subject to the eligibility requirements of the insurance policies in place on the date of ratification. Any dispute as to entitlement to benefits under the insurance policies **is** a matter between the employee and the insurance carrier. Therefore, it **is** acknowledged that any dispute relating to benefits under the insurance policies cannot be the subject of grievance or arbitration proceedings under the Collective Agreement. Nevertheless, a joint claims committee will **be** established with two representatives of management and two representatives for OPSEU, the purpose of which will be to discuss any problems relating to the administration of the benefits, and **the** review of claims experience. Either party can request the attendance of a representative of the insurer at committee meetings and can request the insurer to provide claims experience information.

21.10 **Insurance Coverage**

- a) Group life insurance with coverage equal to two times an employee's annual salary;
- b) A supplementary health and hospital plan shall provide for the reimbursement of one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a **maximum** of two hundred (\$200) per day over and above the cost of standard ward care and one hundred per cent (100%) of the cost for the following services:
 - i) charges for accommodation, in a licensed chronic or convalescent hospital up to thirty dollars (\$30) per day and limited to one hundred and eighty (180) days per calendar year;
 - ii) charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;
 - iii) charges for private-duty nursing in the **employee's** home, by a registered nurse or registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or his dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care.

- iv) chiropractic treatment - Charges of a licensed chiropractor that exceed the QHIP fee schedule, up to a maximum of five hundred dollars (\$500.00) per calendar year.
- v) charges for the services of an osteopath, podiatrist, physiotherapist, licensed clinical psychologist, speech therapist and masseur (if licensed and practicing within the scope of their license), the services and medicines prescribed by a Homeopath or Naturopath, to a maximum of five hundred dollars (\$500.00) per year;
- vi) artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (**75%**) of the cost of specially modified shoes (factory custom) ready made, off-the-shelf to a maximum of five hundred dollars (\$500.00) per calendar year if medically necessary and prescribed by a licensed physician; and seventy-five percent (75%) of the cost of corrective shoe inserts, if medically prescribed, to a maximum of five hundred dollars (\$500.00) per calendar year.
- vii) Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use, A wheel chair may be purchased if recommended **by** the attending physician and if rental cost would exceed the purchase cost;
- viii) ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- ix) oxygen and its administration;
- x) blood transfusions outside hospitals;
- xi) dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacements of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- xii) hearing aids and eye glasses, if required as a result of accidental injury;
- xiii) charges for services of physicians, surgeons and specialists legally licensed to practice medicine which, when provided outside the Province of Ontario, exceed the Q.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent

(100%) of the O.M.A. **fee** schedule when added to government payments under the O.H.I.P. fee schedule.

- xiv) charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100);
- xv) a pay direct drug card program, the cost of implementation borne by the Employer, providing for 100% of the cost of prescription drugs with a \$3.00 per prescription deductible paid to the pharmacist,

c) **Vision Care and Hearing Aid**

Vision care and hearing aid coverage includes a ten dollar (\$10) (single) and twenty dollar (\$20) (family) deductible in any calendar year and provides for vision care maximum of three hundred dollars (\$300) per person in a twenty-four (**24**) month period and a hearing aid maximum of three hundred dollars (\$300) per person lifetime.

d) **Dental Plan**

Dental plan coverage shall be on the basis of the current Ontario Dental Association Fee schedule. The coverage is described in Schedule C to the Collective Agreement.

- e) For purposes of Health Insurance coverage under Sections 21.10 (b), (c), and (d), a spouse may include a person of the same sex.

21.11 **Pension Plan**

The Pension Plan described in Section 21.12 is subject to regulatory approval and may only be altered or amended **by** mutual agreement of both parties, except where amendments or alterations are necessary to conform with legislative or regulatory requirements.

21.12 The terms and conditions of the Pension Plan are contained in the relevant Plan documents (Mutual Life of Canada - Policy Number GA9329-1-RPP). Set out below are certain features of the Plan.

- a) Employees shall join **the** base plan after a three (3) month waiting period.
- b) The base plan shall consist of an Employer contribution of four (4) percent of each employee's base salary.

- c) An optional plan will be available where employees may contribute up to an additional 4% of base salary and *the* Employer shall match employees contribution at the rate of twenty-five (25) percent of the employee's contribution to a maximum of one (1) percent of the employee's base salary.

Example:

- A) Base Employer contribution 4%
- B) Maximum optional employee contribution 4%
- C) Maximum matching Employer contribution 1%
- D) Maximum total contribution $A + B + C = 9\%$

- d) The Employer's contribution shall be vested after the employee has participated in the plan for two years.

- e) The Employer will assume the administration fees for both the voluntary and additional plans as described below:

- i) Employees may make additional voluntary contributions to a maximum of nine (9) percent of base salary.

Example:

- E) Additional voluntary employee contribution 9%
- Maximum Employer contribution $A + C = 5\%$
- Maximum employee contribution $B + E = 13\%$
- Total maximum contribution $A + B + C + E = 18\%$

- ii) The employee may elect to direct the additional voluntary contributions referred to in Clause e)(i) above to the Group RRSP and may also make such additional contributions to the Group RRSP up to the employee's statutory limit.

21.13 The Employer shall furnish the Union annually upon written request with the following information:

- a) Total Employer contributions under the Plans;
- b) List of pensioners retiring each year;

- c) List of separations from the plan;
- d) List of employees entering the plan;

ARTICLE 22 - HEALTH AND SAFETY

- 22.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the promotion of safety and health of all employees.
- 22.02 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 22.03 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes.
- 22.04 At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist or ophthalmologist who is qualified to conduct the following tests:
- a) unaided visual acuity (letter chart test)
 - b) refractive findings
 - c) corrected visual acuity
 - d) amplitude accommodation
 - e) suppression
 - f) muscle balance (near, one metre, distant)
 - g) slit lamp biomicroscopy

The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- 22.05 A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.
- 22.06 Upon receipt of the written request specified in 22.05, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit provided that she is able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of the classification of her position. Where more than one vacancy is available, the

Employer shall assign the employee to the vacancy with the highest salary maximum.

- 22.07 Where an employee is assigned to a vacancy in accordance with this selection, the provisions of Sections 13.04 to 13.07 shall have no application.
- 22.08 Where an employee is assigned, under 22.06, to a position in a classification with a lower salary maximum than the salary maximum of the classification of the position from which she was assigned, she shall be paid at the rate within the salary range of the classification of the position to which she has been assigned under 22.06, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
- 22.09 Where it is not possible to assign an employee in accordance with 22.06, the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence pregnancy leave of absence in accordance with Article 19.
- 22.10 An employee who does not accept an assignment made in accordance with 22.06, may elect either to continue work in her original position or request leave of absence in accordance with 22.09.
- 22.11 Video display terminal work stations shall be equipped with tables to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is adjustable in height, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.
- At a minimum, two management and two employee members of the Health and Safety Committee shall be trained, at the Employer's expense, in industry standard ergonomic practices and shall establish a schedule of regular visits to each work site to ensure that each work station is properly equipped and maintained.
- 22.12 Employees who are assigned to a day shift and are authorized to work overtime beyond 9:00 p.m. shall be compensated for taxi fare to their home, to a maximum of twenty dollars (\$20.00) upon presentation of a receipt.

ARTICLE 23 - GENERAL

- 23.01 The Employer and the Union desire each employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties shall share the cost of printing the Collective Agreement, and distribute sufficient copies to the employees.

23.02 The Employer shall provide bulletin boards for the posting of Union notices.

23.03 Should the Employer require an employee to submit to a medical examination for the purpose of establishing the employee's fitness for work or inability to return to work, the employee shall undergo a medical examination by a physician of the employee's choice. The employee shall direct the physician to provide the Employer with a certificate certifying the employee's fitness for work or inability to return to work, as the case may be, and the reasons for that certificate. The cost of such a medical examination or certificate shall **be borne by** the Employer.

The Employer may also require a further medical examination and opinion by a qualified specialist physician certifying the employee's fitness for work or inability to return to work, **as** the case may be, and the reasons for that opinion. The specialist physician shall be selected by the employee or may be referred **by** the employee's physician. The employee shall direct **the** specialist physician to provide the Employer with the opinion and the reasons for that opinion. The cost of such a further medical examination and opinion by the specialist physician shall be borne **by** the Employer.

23.04 **No Pyramiding**

Employees shall not receive more than one premium or compensating leave for any hour worked.

23.05 **Severance Pay**

An employee who is laid off shall be paid severance pay at the earlier of the date that the employee advises the Employer in writing that she or he waives the right to be recalled or the date the employee's employment terminates pursuant to section 11.04. The amount of severance **pay** shall be one **week** of the employee's non-overtime pay for each year of service. The partial year of service shall **be** prorated.

For purposes of this section, Teranet Service shall **be based** on the date of employee's most recent date of hire or December 10, 1991, whichever is later.

23.06 **Confirmation of employment**

Upon an employee's request, Teranet shall provide a letter confirming factual information about his/her employment specific to job title, duties and period employed with the company.

ARTICLE 24 - EMPLOYEE EVALUATION AND DISCIPLINE



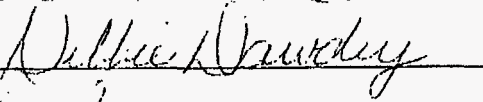
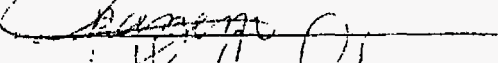
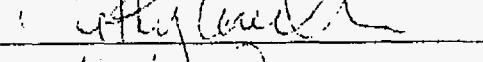
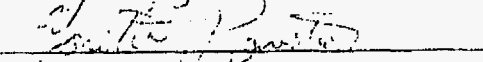
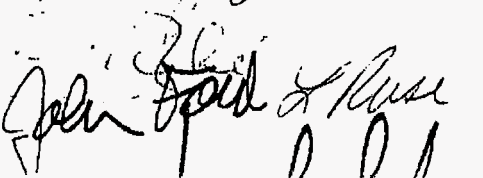
- 24.01 The copy of an employee's performance appraisal, which is to be filed on the employee's record, shall be given to the employee in advance. If the employee wishes, he/she may add his/her views to such appraisal within seven (7) days of receipt of such appraisal.
- 24.02 Each employee shall receive a copy of any disciplinary notice that is to be placed in his/her personnel file. Upon request by the employee concerned, notification shall be given to the Local Union that a disciplinary notice is being served on the employee.
- 24.03 Each employee shall be entitled to reasonable access to his/her personnel file in order to examine his/her performance appraisals and disciplinary notices,
- 24.04 Any such letter of reprimand, suspension or other sanction shall not be used in any subsequent proceedings after two (2) years from the date of filing provided the employee's record/files have been clear of similar offenses in the two (2) year period.

ARTICLE 25 - TERM


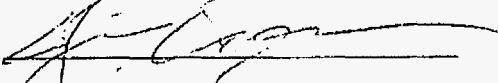
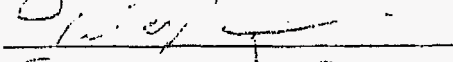

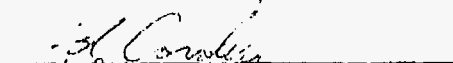
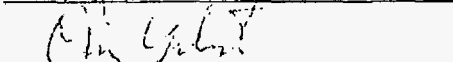
This Agreement covers the period from January 1, 2001 until December 31, 2003. The effective date of any changes to the terms of this Agreement from the 'previous agreement, unless otherwise indicated, shall be the date of ratification. The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to amend this Agreement by providing notice to bargain in accordance with the Labour Relations Act,

Dated this 17 day of October, 2002

For the Ontario Public Service
Employees Union

For Teranet Inc.

1% INCREASE
SCHEDULE A
CLASSIFICATION AND WAGE RATES
EFFECTIVE JANUARY 1, 2001

GRADE	POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6**	STEP 7**	STEP 8**
2	DOCUMENT SUPPORT CLERK	15.49	15.96	16.59	17.27	18.13			
	MAPPING SUPPORT CLERK	15.49	15.96	16.59	17.27	18.13			
	TITLE ENTRY CLERK	15.49	15.96	16.59	17.27	18.13			
3	MAPPING ASSISTANT	16.85	17.35	18.04	18.77	19.70			
4	PRESEARCHER	18.19	18.74	19.48	20.26	21.28			
	ADMIN. ASSISTANT	18.19	18.74	19.48	20.26	21.28			
	MAINTENANCE ACTIVATION CLERK	18.19	18.74	19.48	20.26	21.28			
	TEAM LEAD TITLE ENTRY	18.19	18.74	19.48	20.26	21.28			
5	GIS TECHNICIAN	19.83	20.42	21.24	22.09	23.19			
	TEAM LEAD DOCUMENT SUPPORT	19.83	20.42	21.24	22.09	23.19			
	JR PROGRAMMER - DIG MAPPING	19.83	20.42	21.24	22.09	23.19			
	CUSTOMER SERVICE REP.	19.83	20.42	21.24	22.09	23.19			
	PRESEARCH TEAM COORDINATOR	19.83	20.42	21.24	22.09	23.19			
6	TITLE CERTIFICATION ANALYST	21.60	22.26	23.15	24.07	25.28			
	MAPPING TECHNICIAN	21.60	22.26	23.15	24.07	25.28			
	LOCAL ARE NETWORK ADMIN.	21.60	22.26	23.15	24.07	25.28			
	INTER. SYSTEM ANALYST/PROG	21.60	22.26	23.15	24.07	25.28	27.04	28.95	30.97
	PROGRAMME ANALYST	21.60	22.26	23.15	24.07	25.28	27.04	28.95	30.97
	PROG/ANAL - DIGITAL MAPPING	21.60	22.26	23.15	24.07	25.28	27.04	28.95	30.97
7	SR. TITLE CERT. ANALYST	23.55	24.26	25.23	26.24	27.55			
	COORD. INFO. MAPPING	23.55	24.26	25.23	26.24	27.55			
	DIG. MAPPING SYSTEMS ADMIN.	23.55	24.26	25.23	26.24	27.55	29.47	31.54	33.75
	INT. SYS ANA/DIGITAL MAPPING	23.55	24.26	25.23	26.24	27.55	29.47	31.54	33.75
	SYSTEMS ANALYST/PROG.	23.55	24.26	25.23	26.24	27.55	29.47	31.54	33.75
	MAP MAINTENANCE COORD	23.55	24.26	25.23	26.24	27.55			
8	MAPPING FACILITATOR	25.44	26.20	27.25	28.34	29.75			
	MAPPING TECHNICIAN-CONTROL	25.44	26.20	27.25	28.34	29.75			
	SR. SYSTEMS ANAL/PROG	25.44	26.20	27.25	28.34	29.75	31.84	34.07	36.46
	SYSTEMS ANALYST DIG. MAP	25.44	26.20	27.25	28.34	29.75	31.84	34.07	36.46
	NT ORACLE SYSTEMS ADMIN	25.44	26.20	27.25	28.34	29.75	31.84	34.07	36.46
	MAP SURVEY ANALYST	25.44	26.20	27.25	28.34	29.75	31.84	34.07	36.46
	MAP SUPPORT ANALYST	25.44	26.20	27.25	28.34	29.75	31.84	34.07	36.46
9	COORD. GROUND CONTROL	27.22	28.04	29.17	30.33	31.84			
	TRAINER/QUALITY ANALYST	27.22	28.04	29.17	30.33	31.84			
	LAN SPECIALIST	27.22	28.04	29.17	30.33	31.84			

2% INCREASE
SCHEDULE A
CLASSIFICATION AND WAGE RATES
EFFECTIVE JAN 1 2002

GRADE	POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6**	STEP 7**	STEP 8**
2	DOCUMENT SUPPORT CLERK	15.80	16.28	16.93	17.62	18.49			
	MAPPING SUPPORT CLERK	15.80	16.28	16.93	17.62	18.49			
	TITLE ENTRY CLERK	15.80	16.28	16.93	17.62	18.49			
3	MAPPING ASSISTANT	17.18	17.70	18.40	19.14	20.09			
4	PRESEARCHER	18.55	19.11	19.87	20.67	21.71			
	ADMIN. ASSISTANT	18.55	19.11	19.87	20.67	21.71			
	MAINTENANCE ACTIVATION CLERK	18.55	19.11	19.87	20.67	21.71			
	TEAM LEAD TITLE ENTRY	18.55	19.11	19.87	20.67	21.71			
5	GIS TECHNICIAN	20.22	20.83	21.67	22.53	23.65			
	TEAM LEAD DOCUMENT SUPPORT	20.22	20.83	21.67	22.53	23.65			
	JR PROGRAMMER - DIG MAPPING	20.22	20.83	21.67	22.53	23.65			
	CUSTOMER SERVICE REP.	20.22	20.83	21.67	22.53	23.65			
	PRESEARCHER TEAM COORDINATOR	20.22	20.83	21.67	22.53	23.65			
6	TITLE CERTIFICATION ANALYST	22.04	22.71	23.61	24.55	25.79			
	MAPPING TECHNICIAN	22.04	22.71	23.61	24.55	25.79			
	LOCAL AREA NETWORK ADMIN.	22.04	22.71	23.61	24.55	25.79			
	INTER. SYSTEM ANALYST/PROG	22.04	22.71	23.61	24.55	25.79	27.58	29.53	31.59
	PROGRAMME ANALYST	22.04	22.71	23.61	24.55	25.79	27.58	29.53	31.59
	PROG/ANAL - DIGITAL MAPPING	22.04	22.71	23.61	24.55	25.79	27.58	29.53	31.59
7	SR. TITLE CERT. ANALYST	24.02	24.75	25.73	26.76	28.10			
	DIG. MAPPING SYSTEMS ADMIN.	24.02	24.75	25.73	26.76	28.10	30.06	32.17	34.43
	COORD. INFO. MAPPING	24.02	24.75	25.73	26.76	28.10			
	INT. SYS ANA/DIGITAL MAPPING	24.02	24.75	25.73	26.76	28.10	30.06	32.17	34.43
	SYSTEMS ANALYST/PROG.	24.02	24.75	25.73	26.76	28.10	30.06	32.17	34.43
	MAP MAINTENANCE COORD	24.02	24.75	25.73	26.76	28.10			
8	MAPPING FACILITATOR	25.95	26.72	27.79	28.91	30.35			
	SR. SYSTEMS ANAL/PROG	25.95	26.72	27.79	28.91	30.35	32.47	34.75	37.19
	MAPPING TECHNICIAN-CONTROL	25.95	26.72	27.79	28.91	30.35			
	SYSTEMS ANALYST DIG. MAP	25.95	26.72	27.79	28.91	30.35	32.47	34.75	37.19
	NT ORACLE SYSTEMS ADMIN	25.95	26.72	27.79	28.91	30.35	32.47	34.75	37.19
	MAP SURVEY ANALYST	25.95	26.72	27.79	28.91	30.35	32.47	34.75	37.19
	MAP SUPPORT ANALYST	25.95	26.72	27.79	28.91	30.35	32.47	34.75	37.19
9	COORD. GROUND CONTROL	27.76	28.60	29.75	30.94	32.47			
	TRAINER/QUALITY ANALYST	27.76	28.60	29.75	30.94	32.47			
	LAN SPECIALIST	27.76	28.60	29.75	30.94	32.47			

3% INCREASE
SCHEDULE A
CLASSIFICATION AND WAGE RATES
EFFECTIVE JAN 1 2003

GRADE	POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6**	STEP 7**	STEP 8**
2	DOCUMENT SUPPORT CLERK	16.28	16.77	17.43	18.14	19.05			
	MAPPING SUPPORT CLERK	16.28	16.77	17.43	18.14	19.05			
	TITLE ENTRY CLERK	16.28	16.77	17.43	18.14	19.05			
3	MAPPING ASSISTANT	17.70	18.23	18.95	19.72	20.69			
4	PRESEARCHER	19.11	19.68	20.47	21.29	22.36			
	ADMIN. ASSISTANT	19.11	19.68	20.47	21.29	22.36			
	MAINTENANCE ACTIVATION CLERK	19.11	19.68	20.47	21.29	22.36			
	TEAM LEAD TITLE ENTRY	19.11	19.68	20.47	21.29	22.36			
5	GIS TECHNICIAN	20.83	21.46	22.32	23.21	24.36			
	TEAM LEAD DOCUMENT SUPPORT	20.83	21.46	22.32	23.21	24.36			
	JR PROGRAMMER- DIG MAPPING	20.83	21.46	22.32	23.21	24.36			
	CUSTOMER SERVICE REP.	20.83	21.46	22.32	23.21	24.36			
	PRESEARCHER TEAM COORDINATOR	20.83	21.46	22.32	23.21	24.36			
6	TITLE CERTIFICATION ANALYST	22.70	23.39	24.32	25.29	26.56			
	MAPPING TECHNICIAN	22.70	23.39	24.32	25.29	26.56			
	LOCAL ARE NETWORK ADMIN.	22.70	23.39	24.32	25.29	26.56			
	INTER. SYSTEM ANALYST/PROG	22.70	23.39	24.32	25.29	26.56	28.41	30.41	32.53
	PROGRAMME ANALYST	22.70	23.39	24.32	25.29	26.56	28.41	30.41	32.53
	PROG/ANAL - DIGITAL MAPPING	22.70	23.39	24.32	25.29	26.56	28.41	30.41	32.53
7	SR. TITLE CERT. ANALYST	24.74	25.49	26.51	27.57	28.95			
	DIG. MAPPING SYSTEMS ADMIN.	24.74	25.49	26.51	27.57	28.95	30.96	33.14	35.46
	COORD. INFO. MAPPING	24.74	25.49	26.51	27.57	28.95			
	INT. SYS ANA/DIGITAL MAPPING	24.74	25.49	26.51	27.57	28.95	30.96	33.14	35.46
	SYSTEMS ANALYST/PROG.	24.74	25.49	26.51	27.57	28.95	30.96	33.14	35.46
	MAP MAINTENANCE COORD	24.74	25.49	26.51	27.57	28.95			
8	MAPPING FACILITATOR	26.73	27.53	28.63	29.77	31.26			
	SR. SYSTEMS ANAL/PROG	26.73	27.53	28.63	29.77	31.26	33.45	35.79	38.31
	MAPPING TECHNICIAN-CONTROL	26.73	27.53	28.63	29.77	31.26			
	SYSTEMS ANALYST DIG. MAP	26.73	27.53	28.63	29.77	31.26	33.45	35.79	38.31
	NT ORACLE SYSTEMS ADMIN	26.73	27.53	28.63	29.77	31.26	33.45	35.79	38.31
	MAP SURVEY ANALYST	26.73	27.53	28.63	29.77	31.26	33.45	35.79	38.31
	MAP SUPPORT ANALYST	26.73	27.53	28.63	29.77	31.26	33.45	35.79	38.31
9	COORD. GROUND CONTROL	28.60	29.46	30.64	31.87	33.45			
	TRAINER/QUALITY ANALYST	28.60	29.46	30.64	31.87	33.45			
	LAN SPECIALIST	28.60	29.46	30.64	31.87	33.45			

Skills Shortage Addendum to Schedule A

As the parties have determined that the step 5 hourly rates for the Designated Classifications in Job Grades 6 – 8 are significantly lower than the compensation paid to skilled employees performing similar work in other industries, three additional steps in the wage rates shall be implemented for **those** Designated Classifications set out below.

Should the Employer determine that there no longer is a skills shortage in a Designated Classification, the Employer may eliminate the additional steps in **the** wage rates for the Designated Classification upon 30 days' written notice to the Union. Employees in that classification who are above Step 5 will not have their wage rate reduced; such employees' rates will be red circled,

Designated Classifications:

Job Grade 6	Intermediate Systems Analyst Programmer Programmer Analyst Programmer / Analyst – Digital Mapping
Job Grade 7	Systems Analyst Programmer Digital Mapping Systems Administrator Intermediate Systems Analyst / Digital Mapping
Job Grade 8	Map Survey Analyst Senior Systems Analyst Programmer Systems Analyst Digital Mapping NT Oracle Systems Administrator Map Support Analyst

SCHEDULE '5'
CLASSIFICATION and HOURLY WAGE RATES

Effective July 1, 2001
 (1.0% increase)

POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
IMAGE PROCESSOR	13.78	14.05	14.33	14.61	14.91
IMAGE DELIVERY PROCESSOR	15.37	15.68	15.99	16.31	16.63
REQUEST PROCESSOR	15.37	15.68	15.99	16.31	16.63
SENIOR IMAGE PROCESSOR	15.90	16.21	16.54	16.87	17.20

Schedule 'B-1'

Effective January 1, 2002
 (2.0% increase)

POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
IMAGE DELIVERY PROCESSOR	15.68	15.99	16.31	16.64	16.96
REQUEST PROCESSOR	15.68	15.99	16.31	16.64	16.96
SENIOR IMAGE PROCESSOR	16.22	16.53	16.87	17.21	17.54

Schedule 'B-2'

Effective January 1, 2003
(3.0% increase)

POSITION TITLE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
IMAGE PROCESSOR	14.48	14.76	15.06	15.35	15.67
IMAGE DELIVERY PROCESSOR	16.15	16.47	16.80	17.14	17.47
REQUEST PROCESSOR	16.15	16.47	16.80	17.14	17.47
SENIOR IMAGE PROCESSOR	16.71	17.03	17.38	17.73	18.07

Schedule 'B-3'

SCHEDULE C

DENTAL CARE BENEFIT

Eligibility

As a full-time active employee of TERANET who works at least 30 hours per week, you and your eligible dependents are entitled to Dental Care Benefits at no cost to you.

Waiting Period

First of the month following 2 months of employment.

Dental Fee Guide

Current Fee Guide for General Practitioners for your province of residence,

Benefit Percentage

100% for Plan A	-	Basic and Preventative Treatment
100% for Plan B	-	Endodontics, Periodontics, Oral Surgery
50% for Plan C	-	Major Restorative Treatment
50% for Plan D	-	Orthodontic Treatment

Benefit Maximums

- a) Effective on ratification:
- \$1,500 per calendar year combined for Plan A, B and C, and
\$2,000 lifetime for Plan D – Orthodontic Services
- b) Effective January 1, 1994:
- \$2,000 per calendar year combined for Plan A, B and C, and
\$3,000 lifetime for Plan D – Orthodontic Services

Eligible Expenses

The following are covered expenses when they are incurred for the necessary dental care of an insured person. Orthodontic services are limited to your dependent children,

Plan A – Eligible Expenses

- complete oral examinations – once in any 24 month period
- recall oral examinations – once in any 6 month period

- emergency or specific oral examinations
- complete series of periapical films and panoramic film – each limited to one in any 24 month period
- bitewing films and x-rays to diagnose a symptom or examine progress of a particular course of treatment other than temporomandibular joint film
- laboratory examination and unmounted diagnostic casts other than duplicates
- consultation with another dentist
- house or hospital call and after-hours office visit
- prophylaxis (light scaling and polishing) – once in any 6 month period
- topical application of fluoride and anti-cariogenic substances – once in any 6 month period
- pit and fissure sealants
- space maintainers for missing primary teeth and mouthguards
- temporary dressing for the emergency relief of pain
- occlusal equilibration
- amalgam, acrylic, silicate or composite restorations (fillings)
- retentive pins
- preformed stainless steel and polycarbonate crowns
- uncomplicated removal of erupted teeth and the surgical removal of impacted teeth and residual roots
- repair, rebasing and relining of partial or complete dentures, not including the replacement of teeth on a denture
- repair of fixed bridgework
- anaesthesia required in relation to dental surgery.

Endodontics, Periodontics, **Oral Surgery – Plan B**

endodontics – treatment of disease of the pulp chamber and pulp canals (root canal therapy).

- * Please note that with respect to root canal therapy, the date of your final treatment will be considered the date that expense was incurred
- periodontics – treatment of the soft tissues (gums) and bone supporting the teeth
- oral Surgery other than the removal of erupted or impacted teeth or residual roots.

Major Restorative Treatment – Plan C

metal inlay/onlay restorations

retentive pins in inlays and crowns

crown (single restorations only), other than preformed stainless steel and polycarbonate crowns, for a tooth that is broken by caries or traumatic injury and cannot be filled by amalgam or composite. Replacement of an existing crown is included if such crown is at least 4 years old.

- prosthodontics appliances (e.g. fixed bridgework, removable partial or complete dentures), other than dentures with precision or **stress** breaker attachments or precision attachments and telescoping crown unit for fixed bridgework **as** follows:
 - a) construction and insertion of an initial permanent prosthodontics appliance if such appliance was necessary because of extraction of at least one natural tooth while insured under this benefit:
 - b) replacement of an existing prosthodontics appliance with a permanent prosthodontics appliance
 - i) if such appliance was necessary because of the extraction of at least one natural tooth while insured under this benefit; or
 - ii) if the existing appliance is at least 5 years **old**, or
 - iii) if the existing appliance **is** temporary and being replaced by a permanent appliance within 12 months of the date the temporary one was installed;
 - c) denture adjustments with minor adjustments limited to once in a six month period.

Please note that with respect to a bridge, crown or denture the date of insertion of such appliance will be considered to have been the date that expense was incurred.

Orthodontic Expenses – Plan D

Orthodontic treatment includes all necessary dental treatment intended to correct malocclusion of the teeth for your dependent child while the child is insured under this benefit.

Payment of Orthodontic Claims

If you arrange to pay the single estimated charge in pre-arranged instalments over the course of treatment, you will be reimbursed every time you submit the bill or receipt.

If you pay the entire estimated charge in one lump sum, you will be reimbursed on a quarterly basis as follows:

- a) the first payment will be made 3 months after treatment begins,
- b) each payment will be 3 times the average monthly instalment,
- c) the average monthly amount will be the single estimated charge divided by the estimated number of months for the entire course of treatment.

- . If you are charged as each treatment is performed, you will be reimbursed as each charge is incurred to the lifetime maximum of \$2000.

Alternative Treatment

When there are two or more courses of dental treatment available to adequately correct a dental condition, this dental plan will provide reimbursement for the treatment which incurs the lowest cost consistent with good dental care.

Lab Fees

Reimbursement of lab fees will be limited to the reasonable and customary charge in the area of service up to a maximum of 30% of the suggested current fee guide for the particular dental treatment requiring the lab services,

Predetermination of Benefits

If the total cost of any proposed treatment is expected to exceed \$500. It is suggested that you submit to Desjardins Financial Security a detailed treatment plan that outlines the type and anticipated dates of treatment and the proposed charges, The Carrier will then advise you of the amount for which you will be reimbursed. If you change dentists at any point during the course of treatment, a new treatment plan will be required for reassessment.

Co-ordination of Benefits

If you and your family are covered under the TERANET dental plan and your spouse's dental plan, the benefits payable under the TERANET plan will be co-ordinated so that the total amount you receive from both plans will not exceed 100% of the actual expense incurred.

Travelling Outside Canada

Reimbursement will be provided for emergency dental treatment rendered while travelling outside Canada but only to the extent that you would have been reimbursed had this treatment been rendered in the province where you normally reside.

Expenses Not Covered

- a) Cosmetic dental treatment when the form and function of the teeth are satisfactory and no pathological condition *exists*,
- b) expenses incurred for nutritional counselling, oral hygiene and dental plaque control.

- c) Dental treatment rendered for full mouth reconstruction, for vertical dimension correction, for the restoration of occlusion, for the correction of temporomandibular joint dysfunction or for permanent splinting of teeth.
- d) expenses incurred for broken appointments, for completion of claim forms or for advice **by** telephone.
- e) expenses for replacement of lost, mislaid or stolen dentures or appliances
- f) dental treatment not yet approved by the Canadian Dental Association or clearly experimental in nature
- g) dental *services* and supplies not included in the list of eligible expenses
- h) expenses incurred as a result of intentionally self-inflicted injuries (while **sane** or insane) or as a result of committing or attempting to commit a criminal offence (excluding an impaired driving offence).
- i) expenses for services or treatment that are payable by Workers' Compensation (or similar legislation) or any government plan, or that are received without charge or a government health plan prohibits being paid
- j) expenses for treatment required as a result of war (declared or not) military service, or participation in a riot, insurrection or civil commotion,

Benefit After Termination

No benefits are payable for dental expenses incurred after **the** date your coverage under this benefit terminates. **This** would apply even if you had submitted a detailed ~~treatment~~ plan and Desjardins Financial Security had advised you of the amount of eligible reimbursement.

APPENDIX A

Compressed Work **Week** Agreement

Memorandum of Agreement

between

Teranet Inc.

and

The Ontario Public Service Employees Union

This compressed work week agreement is made in accordance with Article 15.02 of the Collective Agreement between the Ontario Public Service Employees Union and Teranet Inc.

Unless otherwise specified in the agreement, all articles of the Collective Agreement apply to employees covered by this agreement.

ARTICLE 1 WORK UNIT AND EMPLOYEES AFFECTED

- 1.01 All bargaining unit employees in Teranet Inc.
- 1.02 Employees in the bargaining unit who do not wish to participate will continue with normal working hours. Employees who wish to participate must secure their supervisor's approval.
- 1.03 Employees will convey their intent to participate to their supervisors in writing **at least two (2) weeks** in advance of **the** date proposed for participation and supervision will consider their requests in view of operational requirements.
- 1.04 Employees wishing to discontinue their participation and revert back to prevailing practice **as** noted in 1.02 will notify their supervisors in writing at least two **(2)** weeks in advance of their withdrawal from the program.
- 1.05 Compressed work week shall be offered to Document Service Centre employees encompassed by the Collective Agreement. It **is** understood that due to production and client needs that a schedule will be developed that provides a **flex** day from Tuesday to Thursday only, It is understood that for employees in the **DSC** that a normal work day is 8 hours and in addition, an employee will be required to work an additional 1 hour from Monday to

Thursday and an additional 15 minutes on Friday, within the 9 days, to make the required 75 hour total.

ARTICLE 2 HOURS OF WORK

- 2.01 Each employee shall be present during the normal hours of 8:00 a.m. to 4:45 p.m.
- 2.02 Lunch periods shall be of a 45-minute duration and are without pay.
- 2.03 Each employee, who is not otherwise absent from work, e.g. on vacation, sick leave or compensating time off, shall be at work for at least nine (9) working days {Monday to Friday) in each two (2) week period, Management will assign the "day-off" in consultation with employees. If the "day-off" falls on a statutory holiday, the employee will be required to take an alternate day off. An alternative "day-off" may also be arranged if approved in advance **by** the appropriate supervisor.
- 2.04 The normal working day will consist of eight (8) hours and an unpaid lunch period. An employee will normally work eight hours on each of the nine (9) days in the two-week period and will receive a tenth (10th) day off.

In addition, an employee will **be** required to work an additional 30 minutes within the 9 days to make **the** requirements total hours of 72.5. The above-mentioned 30 minutes work **will** not constitute overtime. Minor variations in starting times may be arranged, *if* approved **in** advance by the appropriate supervisor, to enable each employee to work their required hours. Should an **employee** through authorized absence fail to make up for their day off in one particular two-week period, the person may **be** permitted to work part of their "day off".

ARTICLE 3 OVERTIME

- 3.01 Authorized periods of work in excess of regular working periods specified in Article 2 or on scheduled day(s) off will be compensated for in accordance with Sections 15 and 16 of the Collective Agreement.

ARTICLE 4 HOLIDAY PAYMENTS

- 4.01 Where an employee works on a holiday specified in Article 17.01 (Holidays) **and opts** for compensating leave under Article 17.04 the employee may elect,

at that time, to receive, in addition to the entitlement under 17.04, further leave equal to the difference between the number of hours in the employee's normal work day and his entitlement under 17.03. Where an employee makes this election, there shall be deducted from the employee's pay for the time worked under 17.03 an amount equal to the number of additional hours of leave granted under this article.

Additional leave to be determined by the length of the regular work day. For an employee whose regular work day is 7 1/4 hours and who works 8 hours on a holiday:

Entitlement under 17.03, 8 hours @ double time = 16 hr

Entitlement under 17.04 = 7 1/4 hr

Where an employee selects additional leave under this article -

Entitlement under 17.04 = 7 1/4 hr

Additional leave under this article
(8hr - 7 1/4 hr) = 3/4 hr

Reduced entitlement under 17.04 = 15 1/4 hr

4.02 Where an employee does not work on a holiday specified under Article 17.01, the employee shall have the option of reimbursing 45 minutes difference in pay or making up the short time.

ARTICLE 5 SHORT-TERM SICKNESS PLAN & VACATION CREDITS

5.01 Short-Term Sickness - Employees shall be entitled to full pay for the first 72 1/2 hours of absence due to sickness or injury and seventy-five percent (75%) for the next 870 hours of absence due to sickness or injury. Employees may exercise the option of deducting one-quarter (1/4) of an accumulated credit for each 7 1/4 hours of absence,

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

(Prorating determined by length of workday. For an employee on an 8-hour day who is off, deduct $8/7.25 \times 1$ credit = 1.1 credits.)

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

ARTICLE 6 TRAINING ASSIGNMENTS

- 6.01 When an employee covered by this compressed work week agreement attends a training program, the Employer may change the employee's scheduled hours of work to the greater of:
- i) 7 1/4 hours per day, as applicable,
 - or
 - ii) the actual number of hours spent receiving training
- for each day that the employee participates in the training program.
- 6.02 Where the change prescribed in 6.01 results in fewer or more hours than the employee ~~was~~ previously scheduled to work on the day(s) in question, the "extra" or "deficit" hours shall ~~be~~ reduced to zero within 60 working days of completion of the training program, without any loss of pay ~~by~~ the employee or overtime payments by the Employer, as follows:
- i) the employee shall ~~be~~ required to work a corresponding number of hours to make up for any deficit hours; or
 - ii) the employee shall be scheduled off ~~duty~~ for a corresponding number of hours to offset any extra hours.
- 6.03 Where there ~~is~~ a mutual agreement, an employee may receive pay at his **basic** hourly rate for extra hours in lieu of being scheduled off duty in accordance with 6.02 (ii).
- 6.04 Where an employee's extra hours have not been reduced to zero within 60 working **days** in accordance with 6.02, any such hours remaining to the employee's credit shall be paid at the employee's **basic** hourly rate.

ARTICLE 7 SPECIAL & COMPASSIONATE & BEREAVEMENT LEAVE

- 7.01 Such leaves are not to be prorated.

ARTICLE 8 TERM

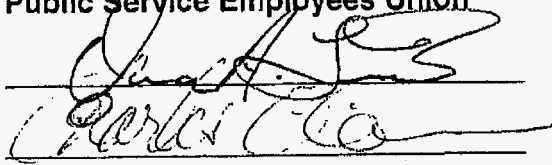
8.01 This agreement shall remain in force for one (1) year from **the** date of signing and shall continue automatically thereafter for annual periods of one (1) year, unless either party notifies the other, prior to the annual renewal date, that it desires to amend this agreement.

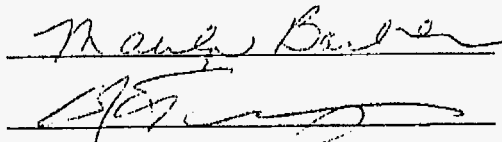
8.02 Either party may, on written notice 30 days to the other party, terminate this agreement.

Dated this 17 day of October, 2002

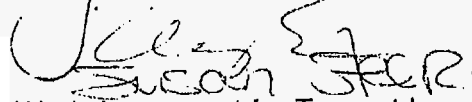
**For the Ontario
Public Service Employees Union**

For Teranet Inc.



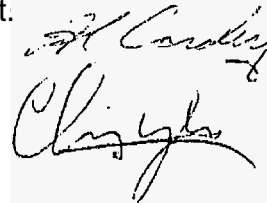


We **The** Following:

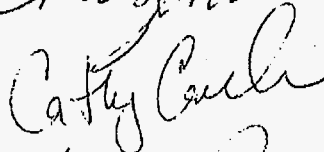


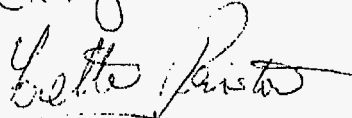
hereby agree to participate in the Compressed Work Agreement for Teranet Inc. and agree to conform to the terms and conditions of said agreement.



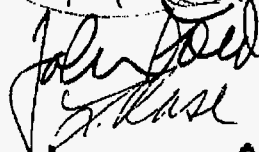














LETTER OF UNDERSTANDING – I2P INITIATIVE

The integration of IEWS and PROMTS is a means to save production time, ensure consistent measurement between employees, teams and sites and to obtain more accurate and equitable data to evaluate performance, set fair objectives and carry out forecasts.

It is understood that bargaining unit employees have concerns with the automation of the time tracking system. As such, the Employer will provide regular reports for discussion at the Labour Management Committee.

The Employer also anticipates a period of analysis, development and UAT coincidental with the communication plan should the decision to proceed with the project be confirmed, As a result the Employer does not foresee the introduction of the "I2P" initiative into production this fiscal year and commits not to do so until April 1st, 2002 at the earliest.

Dated at Toronto this 17 day of October 2002.

For the Ontario Public Service
Employees Union

For Teranet Inc.

