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COLLECTIVE AGREEMENT

between the

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(The Employer)

and the

ONTARIO PUBLIC SERVICE STAFF UNION
(The Union)

Effective: July 1, 2009 to June 30, 2012

10485 (07)

PRODUCED BY
OPSSU

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COLLECTIVE AGREEMENT

Between:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as "The Employer")
- and -

THE ONTARIO PUBLIC SERVICE STAFF UNION

The Employer and Union each agree with each other as follows:

Unless otherwise indicated, provisions apply to all employees

ARTICLE 1 - PURPOSE

1.01 It is the desire of both parties to this Agreement:

(a) to maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;

(b) to recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc.;

(c) to encourage efficiency in the operation of the Ontario Public Service Employees Union and to provide the best service to its members;

(d) to promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer save and except the Administrators of Local Services, The Administrator of Staff Relations, the Administrator of Communications, the Administrator of Policy, Planning &

Programs, General Counsel, Executive Assistants, Staff Relations Supervisor, Negotiations Supervisors, Supervisor of Research/Benefits/Equity, Supervisor of Membership Services, Supervisor of Membership Support, Regional Supervisors, Accountant, Accounting Services Supervisor, Supervisor of Payroll/Benefits, Organizing Supervisor; Contract Enforcement Supervisor; Information Services Supervisor, Supervisor of Training; Building Services Supervisor; OPSEU Enterprises Supervisor; Assistant to the President, Assistant to the 1st Vice President/Treasurer, Corporate Secretary, Assistants to Executive Assistants; Assistant to the Administrator of Staff Relations, Assistants to the Administrators of Local Services, Assistant to the Administrator of Policy, Planning & Programs, Administrative Assistant to the Administrator *of* Operational Services, Articling Student.

2.02 The Employer hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning matters affecting the relationship between the Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.03 The Employer shall advise the Union at the time of an individual's engagement as a permanent employee, temporary employee or a Membership Development Trainee.

(a) **Permanent Employee**

(i) A permanent employee is an employee who is hired on a permanent basis either full-time or part-time.

(ii) **Permanent Part-Time**

Definition:

A permanent part-time employee is an employee who is hired by OPSEU, in a classification covered by this Collective Agreement, who is regularly assigned hours of work, as determined by the Employer, provided that they are:

Less than full-time (35 hours per week) but not less than seven (7) hours per week.

(b) Temporary Employee

(Applicable to Temp only)

A temporary employee is one who is hired on a full-time or part-time basis for:

(i) a specific project;

(ii) work of a non-recurring nature;

(iii) replacing or partially replacing a full-time employee who is absent from his/her home position;

and shall perform the full range of duties and responsibilities of the position to which they are assigned.

Such assignments are not intended to fill regular complement positions on a permanent basis.

Such assignments are not to exceed a maximum of twelve (12) months, except when an employee is absent from his/her home position due to injury or illness in which case such assignments will not exceed a maximum of twenty-four (24) months and can be extended beyond the initial period only by mutual agreement of the Parties. It is understood that the employer shall notify the Union no less than three (3) months in advance of the termination of the twenty-four (24) month period if it is requesting an extension to the temporary period of employment.

All temporary employees shall be covered under the terms and conditions of the WSIB legislation.

(iv) Where such temporary employee is released prior to the end of his/her contract, the Employer will make reasonable efforts to give two (2) weeks notice, and where notice is not provided, pay in lieu will be provided.

(c) Membership Development Trainee

(Applicable to MDT only)

A Membership Development Trainee (MDT) is a dues-paying member of OPSEU who is doing a developmental training assignment to expand

his/her knowledge and skills of the trade union movement.

A MDT is one who is hired on a full-time or part-time basis for:

(i) a specific project;

(ii) work of a non-recurring nature;

(iii) replacing or partially replacing a full-time employee who is absent from his/her home position;

and shall perform a limited range of duties and responsibilities of the position to which they are assigned under the direction and guidance of a bargaining unit member, or Supervisor.

Such assignments are not intended to fill regular complement positions on a permanent basis.

Such assignments are not to exceed twelve (12) months duration without the mutual agreement of the Parties.

An MDT shall be subject to the following terms and conditions of employment with OPSEU:

An MDT shall retain all rights and privileges as a member of OPSEU.

An MDT will pay dues to OPSSU and will be afforded his/her statutory rights by OPSSU.

(d) Staff Development Trainee

(i) Definition

A Staff Development Trainee (SDT) is a permanent staff member of OPSEU who is doing a training assignment at OPSEU. The emphasis in such assignments **will be** to develop staff in order to assist them to develop the qualifications, skills and abilities that they need in order to be considered for vacant positions that may arise in future and for which they may wish to compete.

A SDT is one who is assigned on a full-time or part-time basis for:

a specific project;

work of a non-recurring nature;

replacing or partially replacing a full-time employee who is absent from his/her home position;

and shall perform a limited range of duties and responsibilities of the position to which they are assigned under the direction and guidance of a bargaining unit member, or Supervisor.

Such assignments are not intended to **fill** regular complement positions on a permanent basis.

(ii) In an attempt to assist employees to enhance their skills and abilities, the Employer agrees to provide a minimum of four **(4)** SDT opportunities per year, Such opportunities are not to exceed twelve (12) months duration without the mutual agreement of the Parties and are to be offered first to permanent employees.

SDT's shall be paid at eighty-five **(85%)** percent of the starting salary of the classification in which they are filling a training assignment.

Should the SDT's salary be higher than the range for the training assignment, he/she will continue to be paid at his/her current rate.

The employees will continue to receive any salary schedule progression and negotiated increases that they would have received had they not been SDT's.

(iii) SDT opportunities shall **be** identified in the various program areas of OPSEU when and where operationally feasible and shalt be made known to the OPSSU membership through an information posting.

(iv) Selection for a Staff Development Trainee shall be based **on** seniority given similar qualifications. Where a candidate has already been through a staff development trainee program and a less senior candidate applies, the less senior candidate shall be awarded the trainee position.

2.04 Unless the Parties agree otherwise, when a full-time non-complement position is occupied for more than twelve (12) months, by any combination *of* MDT's and/or temporary employees, hired for a specific project or work of a non-recurring nature, the position will be posted as a full-time vacancy.

2.05 Should the Union change its name, affiliate or merge with any other Union, or group of Unions, preferably within the CLC, the resulting entity shall retain all privileges and rights of the former Union, and the existing Collective Agreement shall remain in force.

2.06 Wherever feasible, qualified permanent employees will be offered temporary assignments to positions covered by this collective agreement on the same basis as offered to OPSEU members. Such opportunities will be made known to the OPSSU membership and the Employer will endeavour to rotate the assignments among qualified applicants.

ARTICLE 3 - MANAGEMENT'S RIGHTS

3.01 It is recognized that the management of OPSEU, the control of its properties and the maintenance of order of its premises are solely the responsibility of management.

3.02 Other rights retained by the management of the OPSEU are hereby recognized, prominent among which, but by no means wholly inclusive, are:

(a) The right to determine and effect its own methods and scope of operations; to determine the number of staff required to carry out its operations; to select, hire and direct them; the right to decide the number and location of offices; to establish policies and standards governing its operations; to discipline or to dismiss employees for just cause;

(b) to make and enforce reasonable rules of procedure and conduct during working hours or on Union assignment for its employees.

3.03 In making changes due to transfers or re-allocating servicing districts or assignments, seniority will be the governing factor providing qualifications and ability are equal. Employees will be notified at least two (2) months in advance if the transfer is intended to be of a duration exceeding six (6) months. It is further provided that such employees will be given as much notice as possible to promote, demote, to retire, or lay off employees due to lack of work. It is understood that such notice will be no less than two (2) months.

3.04 The rights referred to in Article 3 above shall be exercised subject to the provisions of this Agreement.

3.05 There shall be no written or verbal agreements with any employees that are contrary to this Collective Agreement.

ARTICLE 4 - UNION SECURITY

4.01 All Employees to be Members

All employees of the Employer as defined in Article 2.01 of this Agreement, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All future employees of the Employer shall become and remain members in good standing in the Union within thirty (30) days of employment with the Employer.

4.02 Deductions

The Employer shall deduct from every employee, as defined in Article 2.01 of this Agreement, any monthly dues, assessments and initiations, in accordance with the Union Constitution and By-laws, and owing by the employee to the Union.

4.03 Submission of Dues

Deductions shall be made each pay period and shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made and the amount of money deducted per each employee.

4.04 Employer to Provide Collective Agreement

It is agreed by the Employer that all present employees and every new employee hired after the effective date of this Agreement shall be furnished with a copy of this Agreement.

ARTICLE 5 - CORRESPONDENCE

5.01 All correspondence between the Parties arising out of this Agreement or incidental thereto, and including letters of reprimand, when the individual employee so agrees in writing, shall be forwarded to the President of OPSEU and the President and Secretary of the Union.

5.02 The Employer agrees to furnish the Union by no later than the fifteenth (15th) of each month, with the names and status under Article 2.03 of all employees who were either engaged or terminated, during the previous month.

5.03 The Employer agrees to provide the Union, on a quarterly basis, with the following information: seniority lists, job classifications, wage rates, pension and welfare plans, job descriptions, dues deductions, new hires, policies and rules, supplementary agreements, results of job postings, new positions, and reductions in complement.

5.04 The Union agrees to provide the Employer, on a quarterly basis, with a list of the names of the stewards and Union committee members together with the areas that they are authorized to represent.

ARTICLE 6 – COMMITTEES

(Not applicable to MDT)

6.01 Bargaining Committee

The Employer agrees to recognize a committee of up to six (6) members selected by the Union as their committee for bargaining. Such members shall suffer no loss of salary or benefits carrying out these functions while meeting with management. Benefits shall mean group insurance, OHIP, pension, vacation, holidays, and sick leave.

In the event either Party wishes to call a meeting of the committee, the meeting shall be held at a time and place to be mutually agreed.

6.02 Employee/Employer Relations Committee

6.02.01 The function of the Employee/Employer Relations Committee shall be to establish a forum for consultation on changes in conditions of employment not governed by this Agreement and other matters of mutual interest; to permit negotiations of matters of mutual interest between employees in the Bargaining Unit and the management of OPSEU.

6.02.02 Such matters shall not be subject to the mediation and arbitration procedures under this Agreement, provided that nothing

shall preclude a grievance alleging a violation of the Collective Agreement.

6.02.03 While the committee shall consider and attempt to resolve all problems of mutual concern it is understood that the committee shall function in an advisory capacity and shall have no power to amend, or add to, or modify the terms of the Collective Agreement.

6.03 Joint Benefits Administration Committee

A joint employee/employer committee shall be established in order to advise the Employer on the effective administration of all benefit plans. The tripartite committee agrees to meet to establish Terms of Reference within thirty (30) days of ratification.

6.04 Joint Workload Committee

6.04.01 The Employer and the Union recognize and are committed to reviewing and resolving any workload issues that are presented to the committee for review. A joint employee/employer committee shall be established in order to review workload issues. Such committee shall be made up of not more than three (3) members of each of the Parties.

6.04.02

(a) An employee who has a workload dispute shall first raise it as a complaint with his/her Supervisor. Failing resolution by the Supervisor, the employee may refer the dispute to the Workload Committee.

(b) The Committee shall develop and update from time to time, processes and/or tools to measure the workload of individual employees. All workload complaints will be investigated by the joint committee in a timely manner and the committee shall make recommendations to the Employer on the outcome of the investigation and its suggested remedy of the workload dispute. The committee investigation, recommendations and action to alleviate identified workload issues, shall be concluded no later than ninety (90) days following receipt of the complaint.

The decision of the Joint Workload Committee shall be forwarded to the employee within ninety (90) days of the receipt of the complaint by the Joint Workload Committee. Upon receipt of the

decision or the expiry of the ninety (90) day period, the employee may file a grievance in accordance with Article 8 of the collective agreement.

6. J ccommodation Committee

Where an employee identifies a need for accommodation in accordance with the Ontario Human Rights Code, the Employer, the Union and the employee will meet to develop the terms of the accommodation. To facilitate this, the parties will develop and maintain a process for addressing accommodation requests.

The Employer agrees to establish and maintain a Joint Accommodation Committee comprised of up to three (3) representatives of the Employer and up to three (3) representatives of the Union. Committee work shall be a duty assignment.

ARTICLE 7 – RESOLUTIONS AND REPORTS

7.01 Copies of all changes in policies or rules and regulations adopted by the Employer, which affect the members of the Union, shall be forwarded to the Union.

ARTICLE 8 - GRIEVANCE PROCEDURE

The Parties agree that an employee has the right to union representation at all stages *of* the grievance procedure.

8.01 Step 1

Within thirty (30) working days of the employee becoming aware of the grievance, the employee and/or a steward shall discuss with the employee's Supervisor, provided the section head is not a member of the Bargaining Unit and shall submit a completed grievance form and shall attempt to settle the dispute. The Supervisor shall render his/her written decision to the employee, with a copy to the Union, within seven (7) working days after such meeting.

Step 2

Failing a satisfactory settlement being reached at Step 1, the grievance may be submitted to the President within ten (10) working days from the receipt of the decision at Step 1. The President or his/her designate shall meet with the employee and/or a steward or a representative of the grievance committee within ten (10) working days thereafter, and attempt to settle the dispute. The President or his/her designate shall render his/her written decision to the employee, with a copy to the Union within seven (7) working days after such meeting.

Step 3

Failing a satisfactory settlement being reached at Step 2, the grievance shall be submitted to arbitration in accordance with the provisions of Section 44 of the Ontario Labour Relations Act by either Party giving notice in writing to the other Party of its desire, within twenty (20) working days from the receipt of the decision at Step 2.

8.02 Definition of Working Days

For the purposes of this article, working days shall not include Saturday, Sunday, paid holidays as provided in Article 20.01 or the Christmas-New Years shutdown period as set out in Article 20.03

8.03 Definition of Grievance

A grievance in writing shall be defined as a difference arising between the Employer and any employee or the Union, relating to the interpretation, application or administration of this Agreement, including any question as to whether any matter is arbitrable.

8.04 Policy Grievance

Either the Employer or the Union may lodge a policy grievance within thirty (30) working days of the circumstances giving rise to the grievance becoming known. Such grievance shall be processed beginning at Step 2 of the grievance procedure. In the case of a Union grievance, such grievance shall be signed by at least two (2) members of the grievance committee. In the case of a grievance against the Union, such grievance shall be signed by the President and at least one other employer representative. The Union may not claim compensation for an individual

employee through a policy grievance unless that employee signs the policy grievance.

8.05 Harassment

8.05.01 The time limits set out in Article 8.02 do not apply to complaints under Article 32, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

8.06 Facilities for Grievance

The Employer shall supply the necessary facilities for grievance meetings.

8.07 Time Limits

Wherever time limitations are provided in this Article, such limitations may be extended by written agreement of the Parties. It is understood that the time limits in this Article are mandatory and not merely directory.

8.08 Supplementary Agreements

Supplementary agreements, if any, shall form part of this Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

(Not Applicable to MDT or Temp)

9.01 General

9.01.01 An employee who has completed his or her probationary period may be dismissed or disciplined but only for just cause and only upon the authority of the President of OPSEU. It is acknowledged that authority for discipline, save and except dismissal, is routinely delegated to the non-bargaining unit supervisory employees of OPSEU.

9.01.02 Reason for discharge or suspension shall be given in writing to the employee prior to any action being taken and the Union shall be copied on such written reasons. Discharge will not become effective until a meeting is held between the Employer and the grievance committee of the Union.

9.01.03 An employee considered by the Union to be wrongfully or unjustly discharged, may present a grievance commencing at Step 2 of the grievance procedure.

9.01.04 In determining any grievance arising out of a claim of discharge or other discipline, the Arbitration Board may dispose of the claim affirming the Employer's actions and dismissing the grievance; by setting aside the disciplinary action involved and restoring the grievor to his/her former position, with or without compensation; by substituting a lesser or different penalty for the discharge or discipline; or in such other manner as may, in the opinion of the Arbitration Board, be justified and equitable.

9.02 Unjust Suspension or

Should it be found upon investigation that an employee has been unjustly suspended, discharged or disciplined, such employee shall be reinstated in his/her former position, without loss of seniority; and shall be compensated for all time lost in any amount equal to his/her normal earnings, or by any other arrangement as to compensation, which is just and equitable, in the opinion of the Parties or in the opinion of the Arbitration Board, if the matter is referred to such Arbitration Board.

9.03 Representation

Any employee appearing before the Employer or employer representative for disciplinary measures shall be notified in advance and shall have the right to be represented by a steward or grievance committee member.

9.04 Personnel Files

Upon serving reasonable notice to the Employer, employees shall have reasonable access to their personnel file.

9.05 Adverse Reports

The record of an employee shall not be used against him/her at any time after twenty-four (24) months following suspension or disciplinary action, and any letters of reprimand or adverse reports shall be removed from his/her file at the end of the twenty-four month period. A copy of such reports shall be given to the employee.

ARTICLE 10 – SENIORITY

(Not Applicable to MDT or Temp except as otherwise indicated)

10.01 Definition

10.01.01 Seniority is defined as the length of service with the Employer as a permanent employee in a position within this Bargaining Unit, except that an employee shall continue to accrue seniority within the Bargaining Unit, while assigned to a position outside the Bargaining Unit, for a maximum of six (6) months.

10.01.02 Notwithstanding Article 10.01.01, for the purpose of calculating seniority in the bargaining unit, seniority shall include temporary service provided the temporary service was continuous and unbroken prior *to* the employee becoming a permanent employee.

Employment as a Membership Development Trainee as defined in clause 2.03 (c) shall not be included in any calculation of seniority.

10.01.03 Notwithstanding the above, former members of the Bargaining Unit, demoted back into the Bargaining Unit in accordance with Article 11.01.07 shall count their continuous service in a position outside the Bargaining Unit as if it were seniority earned within the Bargaining Unit.

10.01.04 When a permanent full-time employee's status is changed to permanent part-time, seniority shall be carried over on the basis of one (1) year of seniority being equal to eighteen hundred and twenty (1820) hours of work.

10.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service as a permanent employee commenced, plus accrued seniority. Up-to-date seniority lists shall be sent to the Union on June 30th and December 31st of each year.

10.03 Probationary Employees

(a) **Probationary Period**

Newly hired employees shall be considered on probation for a period of five (5) months worked for all permanent full-time employees, and one hundred (100) days worked for all permanent part-time employees, from

the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment as a permanent full-time employee or as a permanent part-time employee.

The probationary period may be extended by mutual agreement between the Parties, The extension of the probationary period may not exceed four (4) months worked, in the case of permanent full-time employees, or eighty (80) days worked, in the case of permanent part-time employees, beyond the original probationary period.

(b) **Probation - Permanent Part Time**

The probationary period for a permanent part-time employee will be one hundred (100) days.

10.04 Loss of Seniority

(a) If an employee is absent from work because of sickness, long-term disability, or accident, he or she shall not lose seniority rights and shall continue to accumulate seniority.

(b) If an employee is absent from work because of layoff or leave-of-absence, he or she shall not lose seniority rights, but shall not continue to accumulate seniority.

(c) An employee shall lose all seniority and his/her employment shall be deemed to have been terminated if:

(i) he or she is absent from work without leave or authorization for a period of ten (10) working days, except for reasons acceptable to the Employer;

(ii) he or she is discharged for just cause and is not reinstated through the grievance procedure;

(iii) he or she resigns;

(iv) he or she fails to return to work within five (5) working days following layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of his or her current address;

(v) he or she is laid off for a period longer than twenty-four (24) months.

10.05 Retention of Rights and Privileges

Should the Employer merge, amalgamate or combine any of its operations or functions with another organization, the Employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment enjoyed by the employees shall not be adversely affected.

10.06 Special Temporary Employees

(Applicable to Temp only)

A temporary employee who is hired by OPSEU as a "backup" to the Regional Secretary or PPT position in a Regional Office shall not lose any accrued seniority provided that the time frame between consecutive call-ins does not exceed two (2) calendar years.

10.07 Permanent Part Time Seniority

(Applicable to PPT only)

Seniority for permanent part-time employees shall be accumulated on the basis of total hours worked since the date of commencement of employment as a permanent part-time employee.

When a permanent part-time employee's status is changed to permanent full-time, seniority shall be carried over on the basis of eighteen hundred and twenty (1820) hours worked being equal to one (1) year of seniority.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

(Not Applicable to MDT or Temp unless otherwise indicated)

11.01 ti of Positions/Vacancies

11.01.01 When a permanent vacancy occurs, or a new position is created, the Employer shall post notice of the position in the Employer's head office and regional offices, for at least ten (10) working days, so that all employees will know about the full time vacancy or new position.

11.01.02 The Union agrees that the Employer may exercise its sole and absolute discretion concerning any temporary vacancies, subject to

the provisions of Article 2, 14, and 16 of this Agreement. In filling such temporary vacancies, the Employer shall consider employees who have expressed an interest in writing, subject to the terms and conditions of this agreement.

11.01.03 The Employer may exercise its sole and absolute discretion concerning any vacancies created as a result of a temporary vacancy assignment. The Employer will consider employees for any vacancies, where the employee has expressed interest.

11.01.04 Except where the Employer has decided to leave a position vacant and has not assigned any person to perform the duties normally associated with that position, all new positions and all permanent vacancies shall be posted within two (2) months of the position becoming vacant or the new position being created.

11.01.05

(a) All postings shall contain the following information:

(i) the nature of the position

(ii) the qualifications, required knowledge, education and skills

(iii) the salary range

(iv) the location and Division of the position

(v) the job description

(b) A support staff employee shall not be re-tested for any skill set and level (ie: Basic, Intermediate, Advanced) for which they had previously been tested and passed. Further, employees will be provided with the necessary updates and training for any new technology or software introduced into the workplace that is relevant to their position.

11.01.06 Notwithstanding the above, when the Employer demotes any permanent employee covered by this Collective Agreement it shall not be required to post the vacancy to which the demotion is made. The Union will be advised in advance of any vacancy to be so filled.

11.01.07 The Employer has the right to demote a permanent employee from outside the Bargaining Unit into a new position and shall not be required to post the new position. The Union will be advised in

advance of any new position to be so filled.

11.01.08 When permanent employees are assigned to acting positions outside the Bargaining Unit for purposes other than replacing an employee who is on leave of absence, the resulting home position vacancy must be posted as a permanent vacancy after six (6) months, unless otherwise mutually agreed.

11.02 Method of Filling Positions/Vacancies

11.02.01 Those permanent employees with more than *two* [2] years of service in the bargaining unit shall receive first consideration, before anyone else inside or outside the bargaining unit is considered for all posted positions/vacancies.

It is understood that permanent full-time and permanent part-time staff shall not be pre-screened at the staff-only level of the competition process.

Where all other factors are relatively equal, appointment shall be made of the applicant with the greatest seniority.

11.02.02

(a) (i) The Employer need not consider any pro-tech employee applying for a permanent position until they have completed twenty-four (24) consecutive months of service in their current position.

(ii) The Employer need not consider any support or service staff employee applying for a permanent position until they have completed twelve (12) consecutive months of service in their current position.

(iii) Employer shall exercise its discretion under (i) or (ii) above in an equitable manner.

(b) For an employee occupying a position pursuant to Appendix B, 2 (b), Temporary Assignment, the time spent in the employee's previous position shall be added to this new position to meet the requirement of 11.09.02 (a).

(c) The provisions of Article 11.09.02 (a) shall apply for the purpose of positions posted pursuant to Article 11 and that arise as a result of applying the provisions of Appendix B, 2 (b).

(d) For an employee hired into a permanent position that arises as a

result of applying the provisions of Appendix B, 2 (b), and in the event the employee returns to their home position, the new hire may exercise their seniority rights pursuant to Article 12.

11.02.03 All positions are to be filled within four (4) months of the posting except where the Employer has notified the Union that it is considering the elimination of a position, or where no suitable candidate has been found, or where circumstances beyond the Employer's control make it impossible to fill within four (4) months, in which case it shall be filled as soon as reasonably possible.

For the purposes of this Article " filled " is satisfied by a confirmed offer of acceptance of the position.

11.03 Promotions

If in filling a vacancy a promotion results, an employee shall receive that rate of pay in the salary range of the new classification which is the next higher to his/her present rate of pay, and which provides for at least one full increment.

11.04 Trial Period

11.04.01 In the event the successful applicant is unable to perform the requirements of the position in a satisfactory manner, within a period not exceeding three (3) months from date of the appointment; he or she shall be returned to his or her former position without loss of seniority, and his or her salary will be adjusted to the appropriate step in his or her former position.

11.04.02 Any other employee, promoted or transferred as a result of another employee returning to his/her former position during the trial period, shall also be returned to his or her former position without loss of seniority, and his or her salary will be adjusted to the appropriate increment in his or her former position.

In the event of satisfactory performance, the employee may return to the former position, upon the mutual consent of the employee and the Employer.

11.05 Temporary Employees

(Applicable to Temp only)

Temporary employees may compete for permanent positions provided

they have been in the active employ of the employer for nine (9) months after the internal search as referenced in Article 11.02 and prior to the employer posting the position/vacancy to the public.

11.06 Transfers – Pro-Tech Staff

11.06.01

(a) It is understood by the parties that the provision of service to the membership is the most important function of OPSEU. Therefore, from time to time, as circumstances require, OPSEU may temporarily assign, to an employee in one classification, those duties and responsibilities normally associated with another classification. Such temporary assignment shall not exceed three (3) months unless extended by mutual agreement.

(b) It is further understood that such temporary assignments shall not be made in a discriminatory manner.

(c) It is further understood that no employee performing work arising from assignments under this Article will be disciplined for unacceptable performance. This does not prevent the Employer from using the normal disciplinary clause.

11.06.02 When an employee is geographically transferred for a period of less than three (3) months but more than one (1) week, such geographic transfers shall be deemed temporary and the following terms and conditions shall apply:

(a) A minimum of one (1) week shall be given as notice of the Employer's intent to carry out a temporary transfer, except in cases of closure or strikes, in which case, every effort will be made to give as much notice as the emergency circumstances may be said to reasonably allow; it being understood that this is likely to be less than one (1) week.

(b) The Employer will pay expenses as described elsewhere in Article 17.

(c) The Employer shall pay the return expenses of travel to the employee's normal place of residence every weekend when such assignments are to Regions 1, 2, 3, 4, 5, Sudbury or North Bay. Expenses of travel will be paid every second weekend when such assignments are to Sault Ste. Marie, Timmins or Region 7.

However, if the employee is assigned to work a weekend, these days will count as lieu days as per the Collective Agreement. These lieu days may be used at the employee's discretion to return home. The Employer will pay the return travel.

(d) Prior to exercising its rights under this Article, the Employer agrees to discuss transfers of a temporary nature with the Union and the employee. The purpose of such consultation shall be to minimize or eliminate any inconvenience arising from the temporary transfers. An employee may decline a temporary transfer for compassionate reasons, related to the immediate family, which necessitates the presence of the employee. Immediate family shall have the same meaning set out in Article 13.01.02.

ARTICLE 12 - LAYOFF AND RECALL PROCEDURE

(Not Applicable to PPT, MDT or Temp unless otherwise indicated)

12.01 Alternatives

(i) Both Parties recognize that job security should increase in proportion to length of service. If there is to be a reduction of the number of personnel within the Bargaining Unit, the Employer will give the Union as much advance notice as possible, and discussion will begin to determine what should be done with those employees whose positions become redundant. This discussion will also include reviewing alternatives to the layoff. The Employer must release all Temporary Employees and MDT's, and SDT's must return to their former positions, before any Notices of Layoff are issued. Employees working in the same job category, i.e., Professional/Technical, Support or Services Staff shall be laid off in the reverse order of their seniority in that category. No one shall be laid *off* provided he or she has the qualifications and ability to perform the job of a less senior person working in the same job category, or failing that, a permanent position the person has previously held in any category for a consecutive six (6) months.

Employees shall be recalled to work in the order of their seniority. No new employees in the same job category will be hired until those laid off in that job category have been given the opportunity of employment.

12.02 Attrition

12.02.1 It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever practicable, attrition will be utilized as an alternative to layoffs.

12.03 Voluntary Exit Option

12.03.01 As an alternative to layoffs, the Parties shall activate the Voluntary Exit Option (VEO) as follows:

An employee is eligible for the VEO, and must apply to the Administrator of Staff Relations in writing by the date established by the Employer.

An employee deciding to accept the VEO will be deemed to have terminated his/her employment with the Employer effective sixty (60) days from the date established in Item (i). For purposes of eligibility for employment insurance, the Employer will provide a letter confirming the loss of employment is due to workforce reduction.

The VEO shall provide, in addition to entitlements under Article 35, two (2) weeks of pay per year of service.

The Employer will cooperate with an employee taking the VEO with respect to timing and direction of payments to maximize the benefit of the VEO to the employee under the current income tax laws and regulations.

The number of VEO requests that the Employer needs to consider shall be equal to the number of layoff notices that would be issued under Article 12.04.

12.04 Notice of Layoff

The Employer shall notify permanent employees who are to be laid off six (6) months before the layoff is to be effective.

12.05 Displacement Rights

The parties agree to the orderly application of displacement rights for the employees who receive layoff notices under Article 12, and all others who are bumped out of their positions as a result, as follows:

An employee who is provided with a layoff notice or who is bumped out of their position will receive a letter from the Employer advising the employee that the option to exercise displacement rights, if applicable, can be initiated by them in the following manner:

(i) The displacor shall identify the position he/she wishes to bump into from the list provided by the Employer. The displacor is only eligible to bump into a position in the same job category currently held by an incumbent with lower seniority. The list provided by the Employer shall identify by job category, the employee name, position, salary range, and seniority currently held by the respective incumbents. The displacor should indicate their first, second, and third choices in case another displacor with greater seniority makes the same choice.

(ii) It is understood that the displacor shall have the entry level qualifications and ability to perform the work of the position held by the less senior employee working in the same job category for which the displacor is exercising displacement rights.

An employee who chooses to exercise their displacement rights must send a letter either by registered mail, overnight courier, or facsimile to be received by the Administrator of Staff Relations within ten (10) calendar days of receipt of their letter from the Employer. An employee who fails to indicate a choice within this period shall be deemed to have chosen to be laid off.

The Employer's obligation to provide a letter to an employee under this Article shall be met by the sending of this letter to the employee's current address on file with the Employer, as well as the employee's office, and the subsequent delivery of a copy of the correspondence to the Union.

12.06 Voluntary Layoff

12.06.01 In the event of a layoff, another employee may offer to be laid off provided the displaced employee who received the notice of layoff has the entry level qualifications and ability to perform the work of the position held by the employee who accepts the layoff. All rights and entitlements to severance shall apply and the Employer will provide details of rights and entitlements at least thirty (30) days in advance of the exit date of the laid off employee. The exit date shall be calculated in accordance with the date of the original notice of layoff.

12.06.02 The employee shall advise the Administrator of Staff Relations, in writing, of his/her desire to make an offer of voluntary layoff.

12.07 Recall Period

12.07.01 Employees who are laid off shall be placed on a recall list and shall retain, but not accrue, seniority for twenty-four (24) months.

12.08 Tuition Fees

12.08.01 An employee who is laid off may be reimbursed for tuition fees up to a maximum of three thousand dollars ($3,000) on the production of receipts for an approved educational course. Such approved educational course(s) shall be completed within twelve (12) months of the date of layoff.

12.09 Transition Support

12.09.01 An employee who is laid off will be provided with transition support which may include skills assessment, counselling, and job search skills to a maximum of one thousand five hundred dollars ($1,500). Such transition support must be accessed within three (3) months of the date of layoff.

12.10 Continuation *of* Benefits

12.10.01
(a) All benefits coverage will cease at the date of layoff, or to the date required by any statutory notice periods, whichever is the later.

An employee who is laid off may continue to pay the full premium cost of Life, Health, and Dental coverage for up to a further six (6) months from the date of layoff.

12.11 Termination Pay

12.11.01 An employee who is laid off will receive termination/separation pay at the rate of one (I) week's regular salary for each year of service. The employee is also entitled to any severance pay under Article 35.

12.12 Permanent Part Time Layoff and Recall Procedure

(Applicable to PPT only)

Both Parties recognize that job security should increase in proportion

to length of service. If there is to be a reduction of the number of personnel within the Bargaining Unit, the Employer will give the Union as much advance notice as possible and discussions will begin to determine what should be done with those employees whose positions become redundant. Employees working in the same job category, i.e. Professional/Technical, Support or Service Staff shall be laid off in the reverse order of their seniority in that category. No one shall be laid off provided he/she has the qualifications and ability to perform the job of a less senior person.

Employees shall be recalled to work in the order of their seniority. No employee will be hired until those laid off have been given the opportunity of employment.

ARTICLE 13 - LEAVES-OF-ABSENCE

13.01 Leaves-of-Absence With Pay

13.01.01 Bereavement Leave

In the event of the death of an immediate family member, an employee shall be granted up to five (5) days leave with pay for the purpose of arranging for and attending the funeral, exclusive of necessary and reasonable travel time. When burial occurs outside the Province of Ontario, such leave may include as well reasonable travelling time. The application of this provision respecting spouse and common-law spouse shall not govern the interpretation of these terms with respect to pension.

Immediate family for the purposes of this Article shall mean: parents, step-parents, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, step-brother, step-sister, grandparents-in-law.

At the request of the employee, the employer may grant additional days with pay for bereavement leave.

The Employer may grant bereavement leave in the event of the death of a person who is not an immediate family member.

13.01.02 **ompassionate .eave**

The Employer shall grant leave-of-absence with pay to a maximum of four (4) days per annum to an employee in the event of an illness in the immediate family which necessitates the presence of the employee. "Immediate family" shall mean: parents, step-parents, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparents, grandchild and any person who is living in the person's household as part of the family.

The Employer may grant compassionate leave in the event of an emergency in the immediate family as defined above.

Accumulated credits may be used to extend this period for an additional seven (7) days.

13.01.03 **Jury or Court Witness Duty**

The Employer shall grant leave-of-absence to an employee who is called as juror or witness in any court. The Ernployer shall pay such an employee the difference between his or her normal earnings and the payment he or she receives for jury service or court witness, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

13.01.04 **For Union Business** (Not Applicable to MDT)

(a) Reasonable leave-of-absence shall be granted to representatives of the Union to leave their employment temporarily in order to attend to Union business which shall include but is not limited to bargaining, employee/employer relations, benefits administration, and Union representation under the grievance procedure, and they shall suffer no loss of pay for the time so spent where they would have otherwise been at work. The OPSSU President or designee shall request permission in writing from the Administrator of Staff Relations, with a copy to the appropriate Administrator and Supervisor. Both the request and the copy must be received at least ten (10) working days prior to commencement of the leave. Permission for such leave shall not be unreasonably withheld and no leave shall be taken until such permission is granted.

Leave-of-absence may be granted with less than ten (10) working days notice if mutually agreed.

(b) The Employer shall not be obliged to pay for leaves-of-absence under (a) above in excess of one thousand (1,000) hours in any one calendar year. The Employer may grant leave in excess of this amount on receipt of request as in (a) above.

Once the one thousand (1,000) hours has been exhausted, the Union agrees that the Employer may deduct from the monies to be forwarded under Article 4.03, for the wages of all employees subsequently granted leave under (a) above. Wages owed will be calculated as the number of hours of leave granted times the employee's regular rate.

(c) Time spent in joint meetings shall be deducted from the time off entitlement in (b) except for time spent in committees identified in Article 6.

(d) In years when collective bargaining takes place, the Employer shall grant leave without loss of pay to bargaining team members to attend Union caucus meetings associated with collective bargaining, to a maximum of two hundred (200) hours, and such time shall not be deducted from the Union bank.

(e) The Employer may grant either paid or unpaid leave at its discretion in addition to the above.

In order to meet operational requirements, the Employer may backfill, in full or in part, positions where OPSSU members are away from their duties on Union business.

13.01.05 **Special Projects** (Not Applicable to MDT or Temp)

All employees shall be afforded the opportunity of applying for work on a project *of* a special nature with OPSEU.

13.02 Leaves-of-Absence Without Pay

(Not Applicable to MDT or Temp)

13.02.01 Education Leave

An employee wishing to upgrade his or her education with respect to

positions within OPSEU or relating to labour relations, will be granted, upon written request to the Supervisor, and approval from the President of OPSEU, time off without pay for a period of up to one (1) year.

13.02.02 **General Leave / Long**

The Employer may grant leave-of-absence without pay to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unreasonably.

General leave without pay - long term is a leave-of-absence, under this Article, which exceeds twenty (20) working days.

13.02.03 **General Leave / Short**

The Employer may grant leave-of-absence without pay **to** any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unreasonably.

General leave without pay - short term is a leave-of-absence, under this Article, of twenty (20) working days or less.

13.02.04 **Participating in Elections (Public Run)**

The Employer recognizes the rights of an employee to participate in public affairs. Therefore, upon written request the Employer shall allow leave-of-absence so that the employee may participate in federal, provincial or municipal elections.

The leave will commence no earlier than the date the writ is issued and will end no later than one **(1)** day after the election.

13.02.05 **OPSSU Participation in Elections (Public Union)**

The Employer recognizes the rights of employees to participate in federal, provincial and municipal elections. Therefore, the Employer will allow leave-of-absence for employees recommended by the Union, in writing, to participate in said elections. Such leave shall be unpaid

and shall not exceed the aggregate of fifty (50) working days per year, in total, for the Bargaining Unit.

13.02.06 **Holding Elected Public Office (Public Serve)**

An employee who is elected to public office shall be granted leave-of-absence.

13.02.07 **Full-Time Position or Work with Union or Affiliate**

(a) An employee who is appointed or elected to a full-time position with the Union, or is elected to a full-time position with the Canadian Labour Congress, or with one of its affiliated labour organizations, shall be granted leave-of-absence without pay for a period of two (2) years, subject to renewal on application to the Employer for further successive periods of two (2) years each.

(b) An employee on a leave-of-absence granted by the Employer pursuant to (a) above, must provide written notice of his/her intention to return to work, sent by registered mail, to the Employer at its head office, two (2) months prior to the conclusion of the period of the leave-of-absence granted by the Employer. Failure to provide notice shall result in the employee having been deemed to have abandoned employment with the Employer at the conclusion of the period of the leave-of-absence.

The Employer may, upon written request, grant leave-of-absence in writing without pay to employees selected to perform specialized work on behalf of any body affiliated with the Union or the Employer.

13.03 **Employee Entitlement During Leaves-of-Absence Under 13.01 13.02**

(Not Applicable to MDT or Temp)

See Appendix A

13.04 **Other Leaves**

(Not Applicable to MDT or Temp)

13.04.01 **Pregnancy Leave**

(a) A leave-of-absence without pay will be granted to a pregnant

employee who has at least thirteen (13) weeks continuous service. An employee requesting such leave must give the Employer at least two (2) weeks written notice of the date the leave is to begin and provide a medical certificate which sets out the due date.

(b) The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act.

(c) An employee entitled to leave under this Article who provides the Employer with proof that she 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 Employment Insurance Benefit Plan.

(d) In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Insurance Benefits Plan will consist of the following:

(i) For the first two (2) weeks, payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave; and

(ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of pregnancy leave.

(e) In addition to the seventeen (17) weeks' leave under (d) above, an employee is entitled to Parental Leave in accordance with Article 13.04.02.

(f) For an employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums, and pension contributions, on the same basis as if the employee had been working during the leave. The employer shall continue to pay Transportation Allowance to eligible employees on Pregnancy or parental leave, or a combination of both for a maximum period of eighteen weeks.

(g) An employee granted leave under this Article shall continue to accumulate seniority but shall only earn vacation credits for the fifty-*two* (52) week period of pregnancy leave.

(h) An employee returning from leave granted under this Article shall be assigned to her former position and be paid at the step in the salary range that she would have attained had she worked during the leave. If the former position has been eliminated the employee will be reassigned to a position and rate of pay in the same manner she would have been reassigned if she had been working during the leave.

(i) An employee may discharge existing credits for lieu time, overtime, vacation and banked sick leave credits against any the unpaid portion of the leave granted under this Article.

(k) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan [57(13) (i) of the EI Regulations, as amended].

13.04.02 **Parental Leave**

(a) The Employer shall grant parental leave-of-absence without pay to an employee who has at least thirteen (13) weeks continuous service. An employee requesting such leave must give the Employer at least two (2) weeks written notice of the date the leave is to begin.

(b) The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act.

(c) Parental leave will be up to thirty five weeks An employee is entitled to Pregnancy and Parental Leave of up to fifty-two (52) weeks, the first thirty-five (35) weeks, if the employee did not take Pregnancy Leave, will be deemed to be Parental Leave as provided in the Employment Standards Act.

(d) Parental Leave may begin:

(i) No earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and

(ii) No later than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

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

(e) An employee entitled to leave under this Article, who provides the Employer with proof that he/she 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 Employment Insurance Benefit Plan.

(f) In respect of the period of parental leave, payments made according to the Supplementary Employment Insurance Benefits Plan will consist of the following:

(i) For the first two (2) weeks, payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the parental leave; and

(ii) Up to a maximum of thirty-three (33) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of parental leave.

(iii) The maximum period an employee is entitled to supplementary unemployment benefits plan payments, through any combination of pregnancy and parental leave arising from the birth of a child, is fifty-two (52) weeks.

(g) For an employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums and pension contributions on the same basis as if the employee had been working during the leave. . The employer shall continue to pay Transportation Allowance to eligible employees on Pregnancy or parental leave, or a combination of both for a maximum period of eighteen weeks.

(h) An employee granted leave under this Article shall continue to accumulate seniority but shall only earn vacation credits for the first fifty-two (52) week period of parental leave.

(i) An employee returning from leave granted under this Article shall be assigned to his/her former position and be paid at the step in the salary range that he/she would have attained had he/she worked during the leave. If the former position had been eliminated the employee will be reassigned to a position and rate of pay in the same manner he/she would have been reassigned if he/she had been working during the leave.

(j) An employee may discharge existing credits for lieu time, overtime, vacation and banked sick leave credits against any the unpaid portion of the leave granted under this Article.

(k) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan [57(13) (i) of the EI Regulations, as amended].

13.04.03 **Prepaid Leave Plan – Appendix B**
(Not applicable to MDT, Temp)

13.05 Personal Leave – Support and Service Staff

(Not Applicable to MDT, Temp)

13.05.01 Support staff shall be granted five (5) days per year of time off with pay over and above any other provision of this Collective Agreement.

An additional two (2) days of time off with pay per year shall be granted, and these two [2] additional days will be designated by the employer in consultation with the bargaining agent.

13.05.02 Service staff shall be granted five (5) days per year of time off with pay over and above any other provision of this Collective Agreement.

An additional two (2) days of time off with pay per year shall be granted, and these two (2) additional days will be designated by the Employer in consultation with the bargaining agent.

13.05.03 Such time off shall be taken as full days and not as fractions thereof.

13.05.04 Such time shall be scheduled, at a time mutually agreeable to an employee and his/her Supervisor. Such agreements shall not be unreasonably withheld.

13.05.05 Such time off shall not be bankable from year to year and may not be taken in cash.

13.05.06 **Personal Leave - ermanent Part Time** (Applicable to PPT only)

Permanent part-time employees in support staff positions shall be granted up to four (4) days per year of time off with pay over and above any other provision of this Collective Agreement as follows:

Regularly scheduled 1 day per week	1 day
Regularly scheduled 2 days per week	2 days
Regularly scheduled 3 days per week	3 days
Regularly scheduled 4 days per week	4 days

A permanent part-time employee on a full-time upgrade will be able to access all five (5) days after three (3) months in the acting full-time position.

An additional two [2] days of time off with pay per year shall be granted to permanent part-time employees in service positions, and these two [2] additional days will be designated by the employer in consultation with the bargaining agent.

Such time off shall be taken as full days and not as fractions thereof.

Such time shall be scheduled, at a time mutually agreeable to an employee and his/her Supervisor. Such agreements shall not be unreasonably withheld.

13.05.07 **Compassionate Care i Leave**

(a) A leave of absence without pay will be granted to an employee who has at least thirteen (13) weeks continuous service. An employee requesting such leave must give the employer at least two (2) weeks written notice of the date the leave is to begin.

(b) The leave of absence shall be in accordance witht the provisions of the *Employment Insurance (EI) Compassionate Care Benefits.*

(c) An employee entitled to leave under this Article who provides the Employer with proof that s/he has applied for, and is eligible to receive, Employment Insurance Benefits pursuant to the Employment Insurance Act (Canada), shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

(d) In respect to the period of leave, payments made according *to* the Supplementary Unemployment Benefits Plan will consist of the following:

(i) For the first two (2) weeks,' payment equivalent to ninety-seven percent (97%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the compassionate care leave; and

(ii) Up to a maximum of four **(4)** additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-seven (97%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of compassionate care leave.

(e) For an employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums and pension contributions on the same basis as if the employee had been working during the leave.

(9 An employee granted leave under this Article shall continue to accumulate seniority and service and earn vacation credits for the six (6) week period of compassionate care leave.

(g) An employee returning from leave greanted under this Article shall be assigned to their former position and be paid at the step in the salary range that they would have attained had they worked during the leave. If the former position and rate of pay in the same manner they would have been reassigned if they had been working during the leave.

(h) An employee may discharge exisiting credits for lieu time, overtime and vacation credits against the unpaid portion of the leave granted under this Article.

(i) In the event of an increment or general wage increase(s), retroactive or otherwise, falling due during the period of the compassionate care leave, the employee's rate of pay and the SUB shall be recalculated and adjusted accordingly effective the date of the increase(s).

ARTICLE 14 STAFF TRAINING AND DEVELOPMENT

(Not Applicable to Temp (Except 14.01.06), or MDT (Except 14.01.05 and 14.01.06)

14.01 Support-Service Staff

The Parties agree that all support and service employees shall be afforded the opportunity of receiving four (4) days of Union-related training a year. The format of such training to be established by the President of OPSEU in consultation with the Union.

14.02 E.S.L. Training – Service Staff

The Employer agrees to provide English as a Second Language (E.S.L.) training at the worksite, should the employees wish to have such training.

14.03 Permanent Part Time

(PPT only)

Permanent part- time employees, in support or service classifications shall be afforded the opportunity of receiving, on a pro-rated basis, Union-related training as follows:

Regularly scheduled 1 or 2 days per week 1 day
Regularly scheduled 3 days per week 2 days
Regularly scheduled 4 days per week 3 days

The format of such training to be established by the President of OPSEU in consultation with the Union.

14.04 Educational Development

An employee having received prior approval (which approval will not be withheld unreasonably) of the employer for participation in a part- time

or correspondence course shall receive upon successful completion of a job-related course, or Union-related course, full reimbursement of tuition fees and payment for textbooks used in such courses as substantiated by a receipt with the day off with pay to write examinations, provided that the examination is held on a regular working day. The employee must give their Supervisor at least ten (10) working days notice for the day off to write the examination.

14.05 SEI Member Educational Programs

(a) The Parties recognize the employees responsibility to ensure the delivery of a high quality education program to OPSEU's dues-paying members. The Employer acknowledges that an effective education program requires the involvement of staff and undertakes to see that staff are involved at all levels of the planning, co-ordination, development, delivery and evaluation of OPSEU's education program. Both Parties agree that although the President of OPSEU is responsible for all staffing decisions, the President will be guided, in the selection of instructors for regionally-based education programs, by the recommendations of the Regional EBM/STAFF Committee.

The Regional Executive Board Member/Staff Committee may assign co-teachers to any Regional educational program. Co-teachers may be bargaining unit employees, or members of the Union, or any other person selected by that Committee. Employees shall be given preference in the selection of instructors.

(b) For the purpose of Regional Membership Education, the Regional Executive Board Member/Staff Committee will be tasked with the coordination of the Regional Education Programs.

The Employer shall ensure that all staff and member instructors who wish to teach are given the opportunity to learn new course material as it is developed.

(c) OPSEU may also use qualified member instructors where staff are not available for an assignment. Instructors who wish to teach shall first have taken OPSEU's train-the-trainer program. A list of qualified member instructors will be forwarded to each regional office. Where a member instructor is not qualified he/she may co-teach with a staff member until they become qualified to teach.

Clarity Note

It is understood that staff members who have not yet taken OPSEU's train-the-trainer program will be given the opportunity to do so and will continue to teach until such time as they complete the program. The employer shall ensure that sufficient training funds are available to maintain the train the trainer program on an ongoing basis.

14.06 Education Allowance – Pro-Tech Employees

Pro-Tech employees shall be entitled to an annual education allowance, without receipts, in the amount of five hundred dollars ($500). Such allowance shall be paid to employees on January 1st of each year commencing January 1, 2007.

ARTICLE 15 - HOURS OF WORK AND PAY

(Not Applicable to PPT unless otherwise noted)

15.01 Technical Staff – Hours of Work, Compensating Time and i

15.01.01 The Union and the Employer recognize that the requirements of the pro-tech positions are such that specific hours per day or per week are not possible.

15.01.02 The work week shall consist of not less than thirty-five (35) hours nor more than forty-four (44) hours per week, Monday to Friday.

15.01.03 Employees in pro-tech classifications shall receive compensating time to a maximum of twelve (12) days earned per year for regular hours worked between thirty-five (35) and forty-four (44) hours per week Monday to Friday as follows:

(a) Five (5) days per year automatically for pro-tech classifications; such days to be scheduled at a time mutually agreeable to an employee and the Employer.

(b) Up to an additional seven (7) days per year may be earned by an employee and scheduled mutually as above.

15.01.04 Compensating time may not be banked from year to year and may not be taken in cash.

15.01.05 Hours worked beyond forty-four (44) hours, Monday to Friday, must be authorized in advance by the Employer. These hours will be paid, banked, or taken as lieu time at the rate of time and one half (1-1/2). Banked hours must be cashed out by December 31 of each year, At the employee's option, they shall receive cash or lieu time or any combination thereof, however the scheduling of the lieu time must be approved by the supervisor.

When a holiday occurs and the employee is not scheduled to work that holiday, seven (7) hours shall be recognized as hours worked for the purpose of determining weekly overtime.

For the purposes of determining the rate of pay for hours worked beyond forty-four (44), the formula will be weekly gross salary divided by forty (40).

15.01.06 In the event of legislative changes affecting pro-tech classifications the parties agree to meet to discuss these matters of mutual concern.

15.01.07 When an employee is required to work on a Saturday or Sunday, they shall be compensated at the rate of time and one half (1-1/2) for all hours worked, At the employee's option, they shall receive cash or lieu time or any combination thereof.

15.01.08 When an employee works on a paid holiday, as outlined in Article 20.01 they will be paid at the rate of time and one half (1-1/2) for all hours worked plus one credited lieu day.

15.01.09 For the purposes of this article the overtime divisor shall be forty (40).

15.01.10 When an employee applies lieu day credits to authorized leave, his or her salary shall not be increased or reduced as a result of such application.

15.01.11 When an employee applies lieu days to authorized leave, the employee's bank of lieu days will be reduced on the basis of one (1) full lieu day for each full day of leave, but the lieu days deducted from the employee's bank will be deducted beginning with that day which is rated at the highest pay and proceeding downwards.

15.01.12 When an employee cashes in lieu days such lieu days will be deducted from the employee's bank beginning with that day that is rated at the lowest pay and proceeding upwards.

15.01.13 Lieu days shall be rated at the daily value of the prorated weekly salary received by the employee at the time that the lieu day was earned.

15.01.14 At the option of the employee, on separation from the Employer's service or at the end of the calendar year, the employee shall be entitled to one hundred percent (100%) of the value of accumulated lieu time credits. Such value of accumulated lieu time credited shall be computed in accordance with Article 15.01.13 above.

15.01.15 The current balance of an employee's lieu bank, indicating both cash-in value and number of days of credit, will be made known to each employee quarterly. The records of the employee's lieu day credits shall be maintained at the Employer's Head Office and may be inspected by the employee with one days notice.

15.01.16 Lieu days may be applied to authorized leave or cashed in units of either full days or half days. No other fractions of days shall be permitted.

15.02 Support Staff – Hours of Work and Overtime

15.02.01 The work week shall consist of five (5) days of seven (7) continuous hours each to a total of thirty-five (35) hours, Monday to Friday inclusive.

15.02.02 The standard hours of work are 8:30 a.m. to 4:30 p.m.

15.02.03 Lunch: **To** be taken between the hours of 12:00 noon and 1:00 p.m. or 1:00 p.m. and 2:00 p.m. as pre-arranged and approved.

15.02.04 **Flex Time**

An employee may work hours other than the standard hours of work under the following circumstances:

- notice given by the employee to the Supervisor indicating their desire to work **a** flexible work schedule

- adequate coverage in the Unit or Regional Office between the hours of 8:00 a.m. and 5:00 p.m.

- core hours are 9:00 a.m. to 4:00 p.m.

- 50% of the hours scheduled to work must fall within the core hours

- employees must work seven (7) hours per day (exclusive of the one hour unpaid lunch period)

- a flexible work schedule will be developed and approved by the Supervisor

- the approved flexible work schedule shall be for a period of time mutually agreed

- the employee or the Supervisor may on, written notice of thirty (30) days to the other party, terminate the flexible work schedule.

15.02.05 There shall be a lunch break of one (1) hour and breaks of fifteen (15) minutes both in the morning and afternoon.

15.02.06 Subject to the requirements of the Unit, and with mutual agreement between the employee and the Supervisor, the lunch break can be changed to one-half (1/2) hour with the appropriate adjustment(s) to the start and/or end time of the day. Such agreements are to be set out in writing and may be terminated by either party upon ten (10) working days notice in writing.

15.02.07 All employees shall be paid for authorized work outside the regular hours from Monday to Friday at the rate of time and one half (1-1/2) the regular rate; and for any time worked on Saturday or Sunday or on any recognized holiday, at the rate of two and one-half (2 1/2) times the regular rate; but there shall be no pyramiding of overtime premiums. The employee has the option of taking equivalent time off, at the rate earned, up to a maximum accumulation of thirty (30) days. Any overtime earned in excess of thirty (30) days must be taken in cash at the rate earned.

15.02.08 The first opportunity for available overtime will be given to employees in the Section in which the overtime is required. In this Article, "Section" is as defined in Article 16.04.01, and "employees in the

Section" means permanent support staff employees working in the Section at the time of the required overtime.

15.02.09 The Employer will endeavour to provide one **(1)** day notice of the requirement to work overtime.

15.02.10 An employee called in to work on a day which is not a regular working day shall be paid a minimum of four **(4)** hours pay at the rate of two and one half (2-1/2) times the regular rate.

15.02.11 On a monthly basis the Employer will convey to the Union a summary of overtime assigned to Head Office staff.

15.02.12 Employees scheduled to work overtime on a normal working day will be entitled to take a paid 15-minute break at the end of their normal seven (7) hours before commencing their assigned overtime.

15.02.13 Available overtime at the annual convention will be assigned to permanent Head Office staff.

15.02.14 The Employer shall make a good faith effort to assign overtime in a reasonable and equitable manner, and agrees to set up a rotational overtime roster, mutually agreeable to both Parties, at an EERC meeting.

Shift Premium – Support Staff (Not Applicable to MDT, Temp)

15.02.15 An employee shall receive a shift premium of fifty-seven (57) cents for all hours worked between 5:00 p.m. and midnight. Where more than *fifty* percent (50%) of the hours worked fall within this period, the fifty-seven (57) cents per hour premium shall be paid for all hours worked.

15.02.16 Shift premiums shall not be considered as part of an employee's basic hourly rate.

15.02.17 Shift premiums shall not be paid to an employee who for mutually agreed upon reasons works on a shift for which he/she would have otherwise been entitled to a shift premium.

15.03 Service Staff – Hours of Work and Overtime

(Not Applicable to MDT)

15.03.01 Hours of Work for service staff employees shall be:

(a) **Cleaners**

The work week shall consist of five (5) days, Monday to Friday inclusive, commencing at 5:00 p.m. and finishing at 12:00 a.m.

(b) **General Duty Maintenance**

General Duty Maintenance workers shall work an average of forty hours per week as averaged over the agreed scheduling period.

Overtime

15.03.02 Overtime shall be paid as follows:

(a) For all hours worked on a recognized holiday:

(i) For employees regularly working Monday through Friday: two and one-half (2-1/2) times the regular rate of pay.

(ii) For General Duty Maintenance: one and one-half (1-1/2) times the regular rate of pay, plus another day off in lieu.

(b) For all hours worked in excess of the regular hours on a regular working day: one and one-half (1-1/2) times the regular rate of pay.

(c) For all hours worked on a regular day off

(i) For employees regularly working Monday through Friday: two and one-half (2-1/2) times the regular rate *of* pay.

(ii) For General Duty Maintenance: one and one-half (1-1/2) times the regular rate of pay, plus another day off in lieu.

(d) For all hours worked during the Christmas - New Year shutdown, as defined in Article 20.03 of the Master Agreement, other than the actual holiday specified in Article 20.01 *of* the Master Agreement:

(i) For employees regularly working Monday through Friday: two and one-half (2-1/2) times the regular rate of pay.

(ii) For General Duty Maintenance: one and one-half (1-1/2) times the regular rate of pay, plus another day *off* in lieu.

(e) There will be no pyramiding of overtime rates.

15.03.03 The employee has the option of taking equivalent time off at the rate earned up to a maximum accumulation of thirty (30) days. Any overtime earned in excess of thirty (30) days must be taken in cash at the rate earned.

Call-Back

15.03.04 An employee who leaves the workplace and is subsequently called back to work prior to the starting time of his/her next scheduled shift shall be paid a minimum of four **(4)** hours pay at the appropriate overtime rate.

Shift Premium

15.03.05 An employee shall receive a shift premium of ninety (90) cents per hour for all hours worked between five (5:00) p.m. and eight (8:00) a.m.

15.03.06 Shift premiums shall not be considered as a part of an employee's basic hourly rate.

15.03.07 Shift premiums shall not be paid to an employee who for mutually agreed upon reasons works on a shift for which he/she would have otherwise been entitled to a shift premium.

Meal/Rest Periods

15.03.08 Cleaners shall receive a paid meal break of thirty (30) minutes.

15.03.09 All other employees covered under this article shall receive a paid meal period of one (1) hour and two (2) paid rest periods of fifteen (15) minutes duration.

15.03.10 All employees scheduled to work less than two **(2)** hours overtime at the end of their shift are entitled to a break of fifteen (15)

minutes without pay at the end of their shift before commencing overtime.

15.03.11 **Permanent Part time Overtime** (Applicable to PPT only)

The permanent part-time employee shall be paid the straight time hourly rate, for work performed beyond his/her regularly scheduled weekly work, up to a thirty-five (35) hour week. For hours in excess of 35 hours, the applicable pro-tech, support, or service articles apply.

15.04 **Variable Hours *of* Work**

(Not applicable to Temp)

It is understood that arrangements regarding hours of work and overtime may be entered into between the Parties with respect to variable work days or variable work weeks. The model agreement with respect to compressed work week arrangements is set out below in Appendix D.

15.05 **Job Share**

(Not applicable to Temp)

t is understood that arrangements regarding job sharing may be entered into between the Parties. The Model Agreement is set out in Appendix D.

15.06 **Quarterly Credit Reports**

The Employer shall provide each employee on a quarterly basis, with a statement outlining all accumulated or used credits including vacation, lieu time, sick, and compensating leave, if any.

ARTICLE 16 - TEMPORARY UPGRADING

(Not Applicable to Temp or MDT)

16.01 When an employee as directed by their Supervisor performs the majority of functions of a higher paying position the employee shall receive an increase in pay which will bring the employee's salary to at least the starting rate of the higher position.

Clarity Note:

Time worked in an upgraded position accumulates for the purpose of progression on that grid.

16.02 Where placement at the starting rate would not produce an increase of at least one (1) full increment in the higher position, the employee shall have the upgraded rate moved to the step in the salary scale of the higher paying position which does produce one (1) full increment. The employee shall receive the rate of pay above for the full relief period, and in addition receive any salary progressions and negotiated increases for the position to which they are appointed.

16.03 When a Support Staff employee is temporarily upgraded to a Professional/Technical Staff position in the Bargaining Unit, the employee will accrue vacation and sick leave credits at the home position rate of pay.

16.04.01 Permanent employees in the support staff classifications at head office may be transferred or temporarily upgraded in the order of seniority to another support staff position in their Section, for which they are qualified, when another employee in their Section is absent for any reason.

For the purposes of this Article, the Sections are:

(1) Accounting
(2) Building Facilities
(3) Campaigns
(4) Contract Enforcement
(5) Education
(6) Equity
(7) Health & Safety
(8) Information Technology
(9) Job Security
(10) Membership Benefits
(11) Membership Services
(12) Membership Support
(13) Negotiations
(14) OPSEU Enterprises
(15) Payroll
(16) Print Shop
(17) Public Affairs
(18) Research
(19) Staff Relations

16.04.02 (a) Permanent qualified employees in the support staff classifications at head office, who have expressed an interest in writing, will be temporarily upgraded in order of seniority, on a rotational basis, to the following positions: Assistant to the Administrator of Policy and Planning, Assistant to the Administrator of Communications, Assistants to the Administrators of Local Services.

(b) It is agreed that the list of eligible employees shall be updated by January 30th of each year.

16.04.03 Where the higher paying position is outside the Bargaining Unit, the employee shall be deemed to be covered by this Collective Agreement during the period of temporary upgrading, except for premium and overtime pay.

16.05 Employees assigned to record and transcribe the minutes of conventions, executive committee meetings and executive board meetings shall be remunerated at the maximum rate of pay of the Corporate Secretary.

16.06 **Temporary Assignment to Pro-Tech Positions**

Qualified permanent employees will be offered temporary assignments to pro-tech positions covered on the same basis as offered to OPSEU members and at least thirty percent (30%) of such assignments in a calendar year must be filled by permanent employees on this basis. Such opportunities will be made known to the OPSSU membership and the Employer will endeavour to rotate the assignments among qualified applicants.

This provision does not apply to positions filled under Article 11.01.03.

ARTICLE 17 - PAYMENT OF EXPENSES

(Not Applicable to PPT, Temp or MDT unless otherwise noted)

17.01 Expenses – Support Staff

17.01 (a) Employees shall be reimbursed for reasonable out-of-pocket expenses incurred in the performance of assignments authorized by their Supervisor. Employees shall submit an account of out-of-pocket expenses through their Supervisor.

(b) Where the employee is required to travel greater than sixty (60) kilometers one way to attend a Staff Training and Development assignment, the employee shall be reimbursed for meals, mileage and accommodation as per OPSEU Policy.

17.02 Expenses – Service Staff

17.02(a) Employees shall be reimbursed for reasonable out-of–pockets expenses incurred in the performance of assignments authorized by

the their supervisor and for the cost of trade certification, upon submission of an expense claim and appropriate receipts.

(b) Where an employee is required to travel greater than sixty (60) kilometers one way to attend a Staff Training and Development assignment, the employee shall be reimbursed for meals, mileage and accommodation as per OPSEU Policy.

17.03 Child Care

Employees will be reimbursed for child care expenses at the same hourly rate as is currently paid to OPSEU members, for all hours absent from home, including travel time, when attending an educational seminar as a student, or when attending a conference as an observer, when these occur on a non-regular work day in town, or on any day when these events take place out of town.

17.04 Educat Expenses

When an employee attends an approved educational course, he/she will be reimbursed for all appropriate expense entitlements.

17.05 Meal Allowance

The meal allowances paid to staff will be the same as those paid to members while on official and approved OPSEU business.

17.06 Support Staff

(a) A meal allowance will be paid to all employees on authorized work under the following circumstances:

(b) Employees shall receive a meal allowance which shall be identical to that paid by OPSEU to members.

(c) All employees working past the normal meal period on a Saturday, Sunday or Statutory Holiday shall be paid the same meal allowance in (a) above.

(d) Authorized work prior to and including 8:00 a.m.

(e) On any special work authorized by the Employer (i.e. Conventions, Regional Meetings, Demand-Setting Meetings, Campaigns, etc.)

(f) A dinner allowance will be paid for working *two* (2) hours overtime.

17.07 Service Staff

Employees authorized to work more than two (2) hours overtime at the beginning or end of their shift will be entitled to claim a meal allowance appropriate to the time of day.

All employees working through a normal meal period on a regular day off or statutory holiday shall be entitled to a meal allowance.

Employees assigned to special work authorized by the Employer (i.e. conventions, regional meetings, divisional meetings, demand setting meetings) will be entitled to appropriate meal allowances.

Meal allowances under this Appendix shall be identical to those paid by OPSEU to its members.

17.08 Travel and Expenses

Travel and accommodation expenses incurred while on official and approved OPSEU business will be reimbursed at cost and upon receipt of invoices and receipts. Alternative travel expenses must be approved in advance by the employee's Supervisor. The cost for the alternative travel if not approved is to be covered by Article 17.11.02 – Transportation Assistance. In reviewing the request for approval of the alternative travel expenses the Supervisor shall also consider Health & Safety concerns and the efficient use of the employee's time.

17.09 Expense Advance

Employees who travel as a regular part of their work may request a standing advance of five hundred dollars ($500.00) which shall be repayable to the Employer.

17.10 Hospitality Expenses

Where a Pro/Tech employee is, by virtue of his/her position, required to extend hospitality to guests, reasonable claims will be honoured on the production of supporting receipts.

17.11 **Transportation**

17.11.01 Employees in positions listed below are entitled to receive transportation assistance:

Benefits Counsellor
Campaigns Officer
District Grievance Officer
District Job Security Officer
District Job Security-Campaigns Officer
Education Officer
Equal Opportunities Officer
Grievance Officer
Health & Safety Officer
Human Rights Officer
Inclusion Officer
Job Security Officer
Legislative Liaison Officer
Negotiator
Organizer
Public Relations Officer
Research Officer
Senior Benefits Counsellor
Senior Campaigns Officer
Senior Education Officer
Senior Grievance Officer
Senior Health & Safety Officer
Senior Job Security Officer
Senior Negotiator
Senior Research Officer
Staff Representative

17.11.02 An employee entitled to receive transportation assistance as identified in 17.11.01 above, is entitled to receive a transportation allowance of $680 per month plus gas cards (gas, engine fluids, and car washes). Effective February 10, 2007 this amount will increase to $700 per month. If an employee does not have a motor vehicle, then they will not be issued any gas cards.

Employees in the Bargaining Unit who are not entitled to transportation assistance, and who are authorized to work overtime beyond 9:00 p.m., shall be compensated for taxi fare to their home, or between 8:00 p.m. and 9:00 p.m., shall be compensated for taxi fare to the nearest operating subway station; in either case,

upon production of a receipt, up to a maximum of twenty dollars ($20.00). The foregoing provisions apply after 6:00 p.m. from November 01 to February 28.

17.11.03 **MDT Transportation Allowance** (Applicable to MDT only)

If the Employer deems it necessary, transportation or a transportation allowance will be provided to an MDT.

17.12 Conference and Convention Expenses – Support Staff

17.12.01 The Employer will endeavour to make arrangements for as many employees as possible to attend Staff Conferences, and will endeavour to assign employees with the least amount of overtime.

17.13 Uniforms

(a) The Employer will provide uniforms for all Service, Security and Print Shop employees, as per current policy. The cleaning of said uniforms will be paid for by the Employer.

(b) The employer shall provide for a seasonal clothing allowance of $500.00 per year for Service Staff, with receipts.

17.14 Parking

Parking will be reimbursed upon presentation of a receipt when on authorized Union business.

17.15 Work at Another Location – Support Staff

17.15.01 A car is not a condition of employment. Transportation required to conduct OPSEU business will be supplied by the Employer for those employees not assigned a leased car.

17.15.02 An employee of the Union, when authorized to travel outside regular working hours, shall be compensated for the travelling time involved, at straight time, in the following circumstances:

(a) From an employee's residence to a non-regular work location; or

(b) From an employee's regular work location to a non-regular work location.

17.16 MDT Accommodation Allowance

(Applicable to MDT only)

If the Employer deems it necessary for an MDT to establish a residence in addition to his/her regular residence, the Employer shall provide accommodation or an accommodation allowance.

17.17 MDT Other Expenses

(Applicable to MDT only)

Expenses paid to MDT's shall be the same as those paid to permanent staff except for entitlements in 17.11.03 and 17.16.

ARTICLE 18 - JOB CLASSIFICATION AND RECLASSIFICATION

(Not Applicable to Temp or MDT)

18.01 For the purposes of this Agreement the Job Evaluation Plan will be the Gender Neutral Comparator System (GNCS) developed by the Parties for establishing Pay Equity, as amended from time to time by agreement of the Parties. In the event that the Parties cannot agree on amendments to the GNCS, then the Pay Equity Officer will mediate and, if necessary, order the GNCS to be used by the Parties for Joint Job Evaluation/Pay Equity. The GNCS will form a part of this Agreement.

18.02 Existing classifications shall not be eliminated without prior notice to the Union. If any disagreement arises out of the elimination of jobs such disagreement may be taken up through the grievance procedure and arbitration.

18.03 The Employer shall provide job descriptions of existing and new jobs in the Bargaining Unit to the Union. Every employee shall have the right to obtain a copy of his/her job description.

18.04 In the event of proposed technological changes, such as the introduction of data processing equipment, computers or other automated office machines; or, in the event of work re-organization directly resulting from the technological changes which adversely affects the employees in the Union's jurisdiction; the Employer agrees to negotiate the effect of such changes with the Union once such changes are made, in order to keep to a minimum any ill effects.

18.05 The Employer agrees to review any existing job, at the request of the incumbent, when the job content has changed to the degree that an increase in salary may be indicated. Individual employees desiring a review of their own job may submit a request to their Administrator.

18.06 In the event the Employer creates, alters or changes a position in the Bargaining Unit, the Employer will evaluate the resulting position in accordance with the Plan.

18.07 Any dispute arising out of this Article will be processed at Step 2 of the grievance procedure.

18.08 Should the Employer's decision in 18.06 with regard to the evaluation of the position under the Plan be altered by 18.07, the new result shall be retroactive to the date that the Employer created, altered or changed the position, provided a grievance was filed in a timely fashion, under the provisions of Article 8.

ARTICLE 19 - VACATIONS WITH PAY

(Not Applicable to PPT, Temp or MDT unless otherwise noted)

19.01 Entitlements

Effective January 01, 2010:

0-5 years	1-1/3 days/month
over 5 years	1-3/4 days/month
over 8 years	1-5/6 days/month
over 10 years	1-11/12 days/month
over 11 years	2 days/month
over 12 years	2-1/12 days/month
over 13 years	2-1/6 days/month
over 16 years	2-1/2 days/month
over 18 years	2-3/4 days/month
over 20 years	2-11/12 days/month
over 22 years	3 days/month

The above formula for the calculation of vacation credits applies except as otherwise stated for Services Staff in this Agreement.

19.01.02 On completion of the probationary period, a new employee will be entitled to the accumulated credits earned.

19.02 Holidays During Vacation

Except for Service Staff employees, if a paid holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation, with pay, for each holiday in addition to his/her regular vacation time. If an employee does not give prior notice to add a holiday to the start or finish of his/her vacation, such holiday will be automatically credited as a lieu day.

19.03 Vacation Carry-Over

(a) Except for Service Staff employees, at the request of the employee, vacations may be postponed from one year to the next for the purpose of providing an employee with an extended vacation. Employees may not accumulate more than two (2) years of vacation credits. Any credits not used at the end of a two-year period shall be forfeited.

(b) Employees are entitled to keep two (2) years of credits in their bank. Employees, who currently have in excess of two (2) years of earned vacation credits in their bank, must schedule, with their Supervisor, extended vacations in order to use up their excess accrued vacation entitlement during the life of this Agreement.

(c) Notwithstanding (a) and (b) above, an employee may, at his/her option, carry over a maximum of three (3) years vacation entitlements in the five (5) year period prior to their early retirement age.

19.04 Vacation Pay on Termination

An employee terminating his/her employment, at any time in the vacation year, before he/she has taken his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.05 Illness During Vacation

Should an employee become disabled due to illness or accident while on vacation, such period of disability will not be considered vacation, but shall be considered to be sick leave and paid accordingly. Employees must produce a doctor's certificate to establish the period of disability while on vacation.

19.06 VACATION ENTITLEMENT – SERVICE STAFF

19.06.01 Employees who work less than thirty-five hours per week shall receive vacation or vacation pay as follows:

Less than one (I) year	4% *of* earnings
From first anniversary	6% of earnings
From sixth anniversary	10% of earnings
From thirteenth anniversary	12% of earnings
From twentieth anniversary	14% of earnings

19.06.02 At the employee's discretion equivalent time off may be taken in place of cash. Such time off may be taken in consecutive days and/or weeks. Vacation entitlement not taken in paid time *off* shall be paid in cash on each anniversary of hire date.

19.06.03 All other service staff employees shall receive vacation entitlement in accordance with Article 19.01 of this Agreement.

19 Temporary Employees Vacation

(Applicable t Temp only)

Accrued vacation pay calculated at the rate of four percent **(4%)** of salary earned will be paid bi-weekly.

19.08 Permanent Part Time Vacations

(Applicable to PPT only)

Permanent part-time employees shall earn vacation entitlement, with pay, in accordance with Article 19.01, except that the entitlement shall be prorated in proportion to the percentage that their regular weekly hours of work bear to full-time hours.

e.g. Where a permanent part-time employee with five (5) years of service works 2 **days** per week, entitlement shall be:

1-1/3 X 12 X 2/5 = 6.4 days

Permanent part-time employees, who are required to work extra days beyond those designated as their regularly scheduled days, will receive four percent (4%) vacation pay for those extra days in addition to their regular pay for the additional day(s) worked.

19.09 MDT Vacation

(Applicable to MDT only)

Where a MDT has not received vacation and/or vacation credits from their employer, an MDT will receive four percent (4%) of salary in lieu of vacation at the end of his/her tenure as an MDT.

19.10 Vacation Allocation

(a) Employees will indicate their preferred annual vacation by the 15th day of March of each year. Vacation preference will be granted on the basis of seniority within a particular regional office or head office department. After this date vacation will be allocated on a first come basis. During the prime time vacation (July/August) an employee may be restricted *to* five (5) consecutive weeks of vacation where overlapping vacation requests create a conflict.

(b) The annual vacation schedule will be approved and posted by April 15th.

(c) Except for the Services Staff employees, when vacations are interrupted or cancelled by the Employer so that vacations cannot be reasonably used, then the employee shall have the option of payment or an accrual of such credits. The employee will be reimbursed upon justification for any lost monies.

ARTICLE 20 – HOLIDAYS

(Not Applicable to PPT, Temp or MDT unless otherwise noted)

20.01 Entitlements

Employees shall be paid for the following holidays:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
½ day Christmas Eve	½ day New Year's Eve

and any other day proclaimed as a holiday by the federal, provincial or the municipal governments.

20.02 Holidays Falling on a Weekend

When any of the above noted holidays in Article 20.01 fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday and/or the preceding Friday, shall be deemed to be holidays for the purpose of this Agreement, by mutual consent of the Parties.

20.03 Christmas-New Year Shutdown

20.03.01 For Professional/Technical and Support Staff

(a) Employees will continue to receive half-a-day paid time-off on the last working day prior to Christmas as per current practice.

(b) Employees will receive paid time-off for working days falling between Christmas and New Year's Day.

(c) Any employee who agrees to perform available work on any working day falling between Christmas and New Year's Day will receive, in addition to regular pay, the appropriate holiday overtime rate.

If Christmas, Boxing Day or New Year's Day fall on a Saturday or Sunday, the benefits provided in point (b) above will fulfil the Employer's obligation under Article 20.01, and no further payment or time off will be required of the Employer.

20.03.02 For Services Staff

The Employer shall determine which days during the Christmas-New Year Shutdown, as defined in Article 20.03, must be worked. Employees shall work their regular hours on those days. Any regular working day falling in the Christmas-New Year Shutdown period shall be treated as a paid holiday for purposes of overtime or leave with pay.

20.03.04 Holidays- Temporary Employees (Applicable to Temp only)

Subject to the completion of three (3) consecutive months of service, a temporary employee shall be covered by Articles 20.01 and 20.02.

Provided the temporary assignment commences prior to and continues immediately after the Christmas-New Year Shutdown, a temporary employee shall be covered by Article 20.03.

20.03.05 **Permanent Part Time Holidays** (Applicable to PPT only)

Permanent part-time employees are entitled to the paid holidays, as set out in Article 20.01, provided they work their regularly scheduled shift immediately preceding and following the paid holiday.

Where a permanent part-time employee is assigned to a full-time acting position, and this assignment is immediately prior to and following the Christmas-New Year Shutdown period, the employee will be paid at the upgraded rate and for the hours that the incumbent would normally receive during this period.

ARTICLE 21 - PENSION PLAN

(Not Applicable to Temp or MDT unless otherwise noted)

21.01 Plan Continued

The Parties agree to continue the Staff Pension Plan for the employees of the Ontario Public Service Employees Union (OPSEU) under joint trusteeship as set out in the Trust Agreement as amended and restated as at January 1, 1997.

The Employer shall make available all information required by the trustees to file such financial and actuarial reports as may be required by the Financial Services Commission of Ontario and Revenue Canada.

21.02 Plan Document

The Parties agree that the plan document setting out the specific terms and conditions of the Pension Plan shall be amended to conform with the revised provisions of this Collective Agreement. The draft plan document amendment shall be approved by the Parties prior to being formally adopted by the trustees.

21.03 Contribution Levels

Contribution levels shall be as follows:

(a) Employees: Five point three percent (5.3%) of earnings up to the YMPE (yearly maximum pensionable earnings under the Canada Pension Plan) and eight point two percent (8.2%) of earnings in excess of the YMPE.

(b) Employer: Eight point seven percent (8.7%) of each member's earnings

up to the YMPE and eleven point six percent (11.6%) of earnings in excess of the YMPE to the maximum allowable under pension legislation.

21.04 Triennial Valuation

The Parties agree that there shall be an actuarial valuation completed at least every three (3) years to determine the financial position of the Plan and to recommend changes in the contribution rates, set out in 21.03 above, to ensure that the Plan is properly funded.

21.05 Actuarial Deficit

In the event of an actuarial deficit, the Parties agree that they will share in the funding of that deficit in the following proportions:

(a) Employer: fifty percent (50%),
(b) Employees: fifty percent (50%).

The contribution levels, set out in 21.03 above, will be adjusted as recommended by the actuary and confirmed by the trustees.

21.06 Enrolment in the Plan

Enrolment in the Plan is compulsory for all permanent employees on their date of hire.

21.07 Pension Buy-Back

Employees may opt to buy-back any pre-enrolment service under the terms and conditions established by the pension trustees and as permitted by applicable legislation. MDT's are eligible and may elect to buy-back pre-enrolment service. It is understood that the MDT is responsible for payment *of* the full actuarial cost of the service.

21.08 Special Early Retirement

The Plan shall provide for unreduced special early retirement, between ages of fifty-five (55) and sixty-five (65) with a minimum of ten (10) years of pensionable service, for benefits in respect of service after January 1, 1992. A reduction of benefits in respect of pensionable service after January 1, 1992 will be required in accordance with Federal Income Tax legislation on special early retirement between the ages of fifty-five (55) and sixty (60) unless the member qualifies under the "rule of 80".

Effective January 1, 1992, the special early retirement provision encompassing the "rule of 80" shall come into effect (i.e., where a member's age and pensionable service total 80). The "rule of 80" shall apply in respect of benefits for all pensionable service.

The amount of lifetime pension payable under the "rule of 80" will be the benefit accrued to the member's date of actual retirement without reduction.

21.09 Normal Early Retirement

A member who is vested but does not qualify for special early retirement may retire at any time after the attainment of age fifty-five (55) with actuarial reduction.

21.10 Normal Retirement Benefit

Normal annual retirement benefits shall be one point three percent (1.3%) of the annual average of the member's earnings in the thirty-six (36) consecutive months of highest earnings up to the average YMPE, plus two percent (2%) of the annual average of the member's earnings in the thirty-six (36) consecutive months of highest earnings in excess of the average YMPE, multiplied by the years of pensionable service from January 1, 1966 where the average YMPE is defined as the YMPE in the year of termination or retirement and the four (4) previous years.

In addition, a member shall receive an annual benefit of two percent (2%) of the annual average of the member's earnings in the thirty-six (36) consecutive months of highest earnings for each year of pensionable service prior to January 1, 1966.

21.11 Special Early Retirement Bridging Benefit

Members, who retire at their special early retirement date will receive an additional pension, payable from their special early retirement date to their normal retirement date, equal to the total public pension benefits under OAS and CPP payable to the member if the member were age sixty-five (65), prorated if the member has less than twenty (20) years of pensionable service by multiplying by the number of years of pensionable service divided by twenty (20). Where the member's retirement date precedes age 60, the bridging benefit payable is subject to a maximum of the total public pension benefits under OAS and CPP payable to the

member if the member were age 65, reduced by 3% for each year retirement precedes age 60.

21.12 Disability

A disabled member, who is eligible for L.T.D.I., will continue to accrue pension credits until age sixty-five (65), based on the employee's earnings in the year of disability, adjusted to take into account negotiated increases as set out in Article 24.02.

21.13 Death Benefit (Before Vesting)

A member's spouse, beneficiary or estate shall receive a return of the member's contributions, with credited interest, as determined by the trustees, in accordance with applicable legislation.

21.14 Death Benefit (After Vesting)

(a) Pre-Retirement Death

A member's spouse shall receive a lifetime pension equal to sixty-six and two-thirds percent (66 2/3 %) of the member's normal retirement benefit accrued to the member's date of death.

Dependent children will also be provided a benefit equal in total to the spouse's pension above, should the spouse subsequently die and be survived by an eligible dependent child(ren).

(b) Post-Retirement Death

A member's spouse shall receive a pension equal to sixty-six and two-thirds percent (66 2/3 %) of the lifetime benefit paid to the member. Should the member elect, a spousal pension of up to one hundred percent (100%) of the member's pension may be payable, provided the member's pension is reduced actuarially.

Dependent children will also be provided a benefit equal in total to the spouse's pension above, should the spouse subsequently die and be survived by an eligible dependent child(ren).

In addition, a member's spouse shall receive a bridging benefit equal to sixty-six and two-thirds percent (66 2/3 %) of the bridging benefit being paid to the member. The bridging benefit will cease at the death of the spouse or on the member's normal retirement date, if earlier.

(c) Where (b) would otherwise apply, if the member had elected an optional form of pension, (b) shall not apply and a pension, if any, shall be provided for under the option elected by the member.

21.15 Termination of Employment Before Vesting

If a member terminates before vesting, the member will receive a return of the member's own contributions, with credited interest, as determined by the trustees, in accordance with applicable legislation.

21.16 Termination of Employment After Vesting

If a member terminates after vesting, the member shall be entitled to a deferred vested pension equal to the benefit accrued to date of termination, payable commencing at normal retirement date, or a portability benefit in accordance with applicable legislation.

21.17 Pension Benefit Indexation

All retired members and their survivors shall have their pension benefits and bridging benefit adjusted annually by an amount equal to one hundred percent (100%) of the increase in CPI, pro-rated for partial years, to a cap of eight percent *(8%)* in a year. For the purposes of this clause, the CPI shall mean the Canada-wide Consumer Price Index, all items, September to August.

21.18 Plan Wind-Up

If, after provision has been made for the satisfaction of all liabilities under the Plan, there should remain a surplus in the Pension Trust Fund, such surplus shall be allocated by the trustees for the exclusive benefit of the members, as recommended by the actuary and subject to the approval of the regulatory authorities.

21.19 Pre-retirement Counseling

The Employer agrees to provide pre-retirement counseling seminars, which shall include spouses. The content of such programs shall be agreed to by the parties.

21.20 Retiree Assistance

Effective February 10, 2007, retirees may access the EAP program for a maximum period of six (6) months following retirement.

21.21 Temporary Employees Pension

(Applicable to Temp only)

The temporary employee, upon meeting the statutory requirements, shall participate in the Pension Plan.

21.22 Permanent Part time Pension

(Applicable to PPT only)

Permanent part-time employees shall participate in the Pension Plan on completion of eight hundred and forty (840) hours. Employer and employee contributions shall be calculated in the same way as for permanent full-time employees.

Service will be calculated as per the actual hours worked.

21.23 MDT Pension

(Applicable to MDT only)

The Employer will attempt to maintain the MDT's pension contribution to the home employer's pension plan. If this is not possible, the Employer will provide an RRSP contribution equal to the value of the home employer's pension contribution.

ARTICLE 22 - INSURANCE, HEALTH & DENTAL PLAN

(Not Applicable Temp, PPT or MDT unless otherwise noted)

22.01 Life Insurance

The Employer shall provide each employee with Life Insurance coverage equal to three (3) times the employee's annual rate of pay, including an Accidental Death and Dismemberment provision of the corresponding amount, and will pay one hundred percent (100%) of the premium for such coverage.

Each employee has an option to obtain additional life insurance on his/her fife, under the Employer's Group Plan, up to four (4) times his/her annual salary. Employees also have the option to take life insurance to cover dependants up to the maximum provided by the Employer's Group Plan, with the employee paying the total cost of any such additional insurance on his/her life, or on his/her dependant's life.

Effective February 10, 2007, dependent life insurance maximums are increased to $20,000 (spouse) and $10,000 (child), with open enrolment for all employees. Any additional coverage for spouses over $10,000 shall be at the employee's option and expense.

In the event of an employee exercising the option to take additional life insurance as provided herein, the Employer will provide payroll deduction privileges.

22.02 Health and Medical Plans

The Employer agrees to provide coverage as follows:

(a) Hospital and Health Service Insurance under any Government Plan.

(b) Extended Health Care, with no deductibles, as outlined in the plan document as at September 1, 1992, which shall be amended to include coverage for IUD's, and coverage for chronic conditions as contained in the standard contract wording, Chapter G, prescription drugs, Topic 15, Plan A Plus, May 1, 1991.

Effective January 1, 1997, the paramedical coverage maximum benefit per service per individual covered per calendar year shall be set at $3,000.

(c) Semi-private hospital ward coverage.

(d) **Vision Care**

(i) Eyeglasses, frames and/or contact lenses, per person, per eighteen (18) month period commencing October 1, 1996 to a combined total of $400.00. Dependant children under the age of eighteen (18) are eligible for this benefit annually (twelve months). The plan will pay for all eye tests.

(ii) One additional pair of eyeglasses, frames and lenses, per eighteen (18) month period commencing October 1, 1996, for employees

who use a computer, up to a maximum of $400.00 per employee, who is required to operate a computer for two (2) hours or more a day on average; and who is required to undergo a special eye examination once per year, as per Article 26 of this Agreement.

(e) **Hearing Aids**

Two thousand five hundred dollars ($2500) maximum, per person, every three (3) years.

(f) All reasonable and customary charges for the services of chiropractors (if licensed and practising within the scope of their license), not subsidized by OHIP.

The Employer shall pay one hundred percent (100%) of the premiums of the aforementioned Plans.

22.03 Dental Plan

The Employer shall pay the full premium for a basic dental plan, including the equivalent of Blue Cross Rider #1 (periodontic and root canal work); and on a 75%-25% co-insurance basis, the equivalent of Blue Cross Rider's #2 and #3 (dentures, bridges, and orthodontics); and Rider #4 (crowns and bridges). Effective February 01, 2003 orthodontics covered on a 85%-15% basis. Claims shall be paid in full, by the Employer, according to the Ontario Dental Association rates at the time the claim is submitted. Coverage shall include developmental malformations and porcelain crowns; and there shall be no limitation on coverage for years in the Plan. The maximum amount of dental care per year, per family member, will be two thousand and five hundred dollars ($2,500.00). No time restriction with respect to denture repair.

22.03.01 The Employer agrees to pay full health plan coverage, including dental coverage (exclusive of orthodontistry), but including dentures upon retirement until age 80. Effective February 10th, 2007 the coverage shall be for the life of the retiree. Coverage for retirees shall be subject to the following annual limitations: $5,000 nursing care; reimburse drugs at 100% co-insurance for first $5000 of calendar year, thereafter drugs reimbursed at 75% with unlimited calendar year maximum; $100 ODB annual deductible at age 65; massage limit to $1500. Effective February 10, 2007 in Canada hospital coverage.

22.03.02 Effective February 10, 2007 the Employer shall provide the surviving spouse to age eighty (80) and dependent children with medical, vision and dental coverage. Effective December 5, 2009 there shall be no age limit for survivor coverage.

22.04 Changes in Plans

(a) Any changes, deletions or additions to the welfare benefits shall be negotiated with the Union.

(b) The benefits payable to an eligible employee, under the Plans set out in this Article, shall be subject to the provisions and limitations set out in the contract between the Employer and the insurance carrier.

22.05 Workers' Safety and Insurance

(Applicable to MDT, PPT)

The Employer shall pay the premiums while the employee is on WSIA benefits for a period of up to two (2) years. All employees shall be covered under the terms and conditions of the Workers Safety and Insurance Act (WSIA)

Workers' Safety and Insurance (applicable to Temp)

All temporary employees shall be covered under the terms and conditions of the WSB legislation.

22.06 Same Sex Spousal Coverage

For the purposes *of* this Article, coverage shall include spouses of the same sex.

22.07 Benefit Coverage For Separated Spouses

Benefits will be provided for separated spouses.

22.08 Temporary Employee Benefits (Applicable to Temp only)

The temporary employee shall receive ten percent (10%) of regular weekly salary in lieu of all benefits, except as otherwise specified.

22.09 Permanent Part time Benefits

(Applicable to PPT only)

Permanent part-time employees are entitled to participate in the group insurance plans. The Employer shall pay:

(a) For STD, LTD and Life Insurance: one hundred percent (100%) of the premium. For the purpose of clarity, it is understood that benefit entitlements, under this Section, will be the same percentage that the regular weekly hours *of* work bear to full-time weekly hours.

(b) For all other insured benefits: twenty percent (20%), forty percent (40%), sixty percent (60%) or eighty percent (80%) of the monthly premium, whichever is closest to the percentage that the regular weekly hours of work bear to full-time weekly hours. The employee shall pay the balance of monthly premium through payroll deduction. It is understood that employees shall have the right to opt in/out of the benefit coverage in this Section. Once opted-in an employee shall remain in the selected insured benefits.

22.10 MDT Benefits

(Applicable to MDT only)

The Employer will attempt to maintain the MDT's benefits with the home employer. If this is not possible, the MDT shall receive ten percent (10%) *of* regular weekly salary in lieu of all benefits, except those specifically listed in the Article.

22.11 Age 65 Entitlements

An employee who continues to work past the attainment of age sixty-five (65) shall be entitled to the same rights and privileges as other employees in his/her classification. Benefits shall be as other employees, except for LTD.

ARTICLE 23 - SICK LEAVE PLAN

(Not Applicable to PPT, Temp or MDT unless otherwise noted)

23.01 Short Term Income Protection Plan

23.01.01 Employees shall have the first six (6) working days of illness, in a calendar year, covered by a Short Term Income Protection Plan, at one hundred percent (100%) of daily earnings. The Employer shall be responsible for the coverage for this portion of the Plan. These days cannot be banked, and are intended as insurance against income loss due to the employee's illness only.

23.01.02 Employees shall have the next eighty-four **(84)** working days of illness,' in a calendar year, covered by the Short Term Income Protection Plan, at seventy-five percent (75%) of daily earnings.

When an employee commences sick leave in one calendar year, and continues into the next calendar year, the employee is not entitled to more than ninety (90) working days in the two years, until the employee has returned to work for twenty (20) consecutive working days.

When an employee has used ninety (90) working days sick leave in a calendar year, the employee must complete twenty (20) consecutive working days before being entitled to further sick leave days, in the next calendar year.

Where an employee requires additional days in a calendar year for uninterrupted coverage prior to commencing LTD, the employee shall be paid at seventy-five percent (75%) of daily wages.

23.01.03 An employee who is off work on Short Term Disability shall continue to accumulate vacation credits.

23.02 Use of Accumulated Credits

23.02.01 An employee may discharge existing credits for lieu time, overtime, vacation and banked sick leave credits to "top up" the Short Term Income Protection Plan.

23.02.02 After five (5) consecutive days of absence due to illness, no leave with pay shall be allowed unless a certificate from a legally qualified

medical practitioner is forwarded to the Employer certifying that the employee is unable to attend to his/her official duties.

After frequent absences due to sickness, the Employer may request a medical note or require the employee to submit to a medical examination, at the expense of the Employer.

23.02.03 Holidays falling during periods of sickness shall not be charged against the employee's sick leave credits.

23.02.04 When an employee has worked five (5) hours and has a medical or dental appointment on that day for themselves or for their child, there shall be no deduction from that employee's credits upon verification.

23.02.05 On separation from the Employer, the employee shall be entitled to one hundred percent (100%) of the value of unused accumulated sick leave credits, computed at the regular rate of pay of the employee at time of separation. Credits are to be recorded and maintained in the office of the Employer.

23.02.06 On an optional basis, once every calendar year, employees may cash in up to ten (I0) days of their unused accumulated sick leave credits as recorded to December 31, 1987.

23.02.07 **Transfer of Sick Leave Credits**

The Parties agree that an employee may, by indicating in writing, have sick days accumulated in his/her name, transferred to the credit of any other employee. Such transfers of sick days will be made by determining the prorated daily rate of the transferring employee, and dividing that value by the prorated daily rate of the benefiting employee. This dividend shall then be rounded to the nearest decimal five (0.5), and this shall be the number of sick days added to the benefiting employee's credit.

23.03 Sick Leave – Service Staff

23.04.01 In Article 23.01 "day" shall refer to the number of hours regularly worked in a day.

23.04 Transportation Assistance while on Medical LOA

The Employer and the Union agree that bargaining unit employees who

are entitled under Article 17.07 to Transportation Assistance, shall be entitled to receive such assistance during a leave of absence for medical reasons to a maximum duration of eighteen (18) weeks following the commencement of such leave.

ARTICLE 24 - LONG-TERM DISABILITY INCOME PLAN

(Not Applicable to PPT, Temp or MDT)

24.01 The Employer shall pay the full premium for a Long Term Disability Plan.

24.02 After ninety (90) working days of continuous illness, and income protection as provided to the employee as outlined in 23.01.01 and 23.01.02, an employee who is ill may be eligible to receive further benefits of seventy-five percent (75%) of earnings, including any adjustments made subsequent to the commencement of LTD.

24.03 Any increase in Canada Pension Plan Disability Benefits, subsequent to the date of an employee's disablement, which result from the C.P.P. cost-of-living escalation provisions, shall accrue to the benefit of the disabled employees. No disability pensions will be paid under the retirement pension plan; but normal retirement benefits shall continue to accrue based on the employee's earnings immediately prior to disability; and all further pension contributions shall be paid by the Employer, for disabled employees in receipt of insured long-term disability benefits. This will not affect the total of disability benefits payable to a disabled employee prior to age sixty-five (65), but will increase the retirement pension payable to the employees after age sixty-five (65) years.

24.04 The benefits payable to an eligible employee, under the Long Term Disability Plan, shall be subject to the provisions and limitations set out in the contract between the Employer and the insurance carrier.

24.05 The Employer shall pay all welfare premiums while the employee is on LTDIP, i.e. Medical, Dental, Hospital coverage, group life insurance, and pension plan.

During the period preceding the commencement of LTDIP benefits, and after the exhaustion of all other credits, the Employer will pay the cost of group insurance plans and pension coverage.

24.06 LTDIP benefits will be payable for the first two years following commencement of regular payments, if an employee is unable to perform his/her regular job. After two years, LTDIP benefits will continue as long

as the disability prevents an employee from performing any job for which he/she is reasonably suited, by way of education, training or experience, but not beyond his/her sixty-fifth (65th) birthday.

When an employee who was on LTDIP is able to return, the Employer recognizes its obligation to provide the returning employee with work.

The Employer agrees to place the employee in his/her former position, and at the same work location, except as provided below:

(a) The former position no longer exists. The Employer will then place the employee in an equivalent vacant position; or

(b) The employee is unable to perform in the former position. The Employer will then place the employee in another vacant position, if one exists, commensurate with the employee's abilities.

ARTICLE 25 - PRESENT CONDITIONS AND BENEFITS

(Not Applicable to MDT and Temp)

25.01 Benefits

Employees entering this bargaining unit shall have their prior service with the Employer recognized for the purpose of calculating vacation entitlement, pensions, medical and hospital coverage, group life insurance, and sick leave benefits as set forth in this Agreement.

ARTICLE 26 - HEALTH AND SAFETY

26.01 Health and Safety Committee

A Union/Employer Joint Health and Safety Committee shall be established. Such Committee shall be made up of not more than three (3) members from each of the Parties.

26.02 Computers

26.02.01 After each hour of continuous operation of a computer, a computer operator shall be relieved of such duties for a period of ten (I0) minutes. At the beginning of assignment to a computer, and

annually thereafter, a computer operator who is regularly required to operate a computer for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist who is qualified to conduct the following tests:

(a) Unaided visual acuity (letter chart test)
(b) Corrected visual acuity
(c) Refractive findings
(d) Amplitude accommodation
(e) Suppression
(9 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 computer operator shall authorize release of a copy of the examination report to the Employer.

26.02.02 A computer operator who is pregnant shall not be required to operate a computer.

26.02.03 The employee may work in another area for the duration of the pregnancy or else be provided with other tools to do her work (such as a typewriter). The Employer shall pay the employee the same rate of pay she earned as a 'computer operator or the new job rate, whichever is higher.

26.02.04 (Not applicable to MDT)

Upon return from maternity leave the employee shall be entitled to return to her former position.

26.03 Healthy and Safe Workplace

The Employer shall continue to make all reasonable provisions for the health and safety of its employees at the workplace during the hours of their employment.

26.04 Smoking Cessation

(Not applicable to MDT)

26.04.01 If an area is declared a non-smoking area, and employees who smoke have to work in the area, the Employer agrees to pay one hundred percent (100%) of the cost of a Smokender Programme or

a similar type of course.

26.05 Wellness

26.05.01 OPSEU shall establish a Wellness Fund of $50,000 in each year for permanent full-time, and part-time employees for the purpose of health and wellness acitivites. Such activities shall not include any services covered by paramedical coverage in the insured benefits plans. Employees seeking to access the fund shall apply to the OPSEU Staff Relations Department for approval. The maximum amount available to any employee in one year shall be two hundred and fifty dollars ($250) with receipts.

ARTICLE 27 – PAY ADMINISTRATION

(Not Applicable to MDT unless otherwise noted)

27.01 Pay Days

27.01.01 The Employer shall pay the salaries and wages (as set out in the wage appendix) every other Thursday upon receipt by the Employer of a time sheet, completed by the employee, for the pay period in question. It is understood that it is the employee's responsibility to prepare and submit a properly completed time sheet on a weekly basis, and where an employee has not completed and submitted a time sheet to their Supervisor for approval for six (6) consecutive weeks, no further salaries or wages will be paid to the employee until the time sheets are submitted and received by the employee's Supervisor. Should a paid holiday, outlined in Article 20.01, occur on a Thursday, employees shall be paid on the first regular working day prior to that paid holiday.

27.01.02 An employee, who is going on vacation or on an approved leave-of-absence, shall be paid in advance; provided that fifteen (15) days notice, prior to the starting date of the vacation or approved leave-of-absence, is given by the employee.

27.01.03 Employees shall receive their regular pay by direct deposit.

27.01.04 (Applicable to Temp only)

A temporary employee who has been working in the same position will move up the grid on the same basis as permanent staff.

27.01.05 (Applicable to PPT only)

(a) A permanent part-time employee shall be paid at the start rate for the range of the position for which he/she has been hired. The employee shall receive the hourly rate for the position, times the number of hours worked, plus the applicable benefits.

(b) Upon completion of the following scheduled hours, he/she shall receive salary progression in line with the following schedule:

Start	455 hrs	1820 hrs	2730 hrs

A permanent part-time employee will progress through the salary grid when placed in an acting full-time position after an initial three (3) month period in the position. After the initial three (3) month period, every hour spent replacing in the upgraded position will count towards the schedule referred to in (b).

OPSEU agrees to maintain a record of all hours worked.

27.01.06 **MDT Wages**
(Applicable to MDT only)

An MDT will receive wages every other Thursday in accordance with either (i) or (ii), whichever is greater:

(i) Pay at eighty-five percent (85%) of the starting rate for the classification in which the MDT is hired.

(ii) Pay at his/her former rate of pay.

27.02 **Bilingual Bonus**

The Employer shall designate employees who are required in the course of their work to communicate in a second language. Such employees shall be entitled to receive a bilingual bonus of two thousand dollars ($2,000) per year, payable in bi-weekly instalments over the period during which such designation is in effect. Designated permanent part-time employees will have the bi-weekly payment prorated to the percentage that the regular weekly hours bear to full-time weekly hours.

27.03 Cost of Living Adjustments (C.O.L.A.)

This article shall remain dormant for the term of this collective agreement.

The Parties agree to a C.O.L.A. provision for 1993 and 1994 as set out below:

(a) Effective January 1, 1993, the following provisions shall apply:

(i) The Consumer Price Index (CPI) used for the C.O.L.A. calculation will be provided by Statistics Canada (1986 BASE = 100).

(ii) No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.

(iii) The average CPI (Ontario) for October to December 1992 plus three percent (3%) will be the Base Index for all calculations of the C.O.L.A. float.

(iv) The C.O.L.A. float will be calculated on a quarterly basis for 1993 for quarters ending March 31, 1993, June 30, 1993, September 30, 1993 and December 31, 1993, with the understanding that the C.O.L.A. float calculated will not be reduced from the previous quarter.

(v) The C.O.L.A. will be a lump sum payment based on regular time hours worked during the quarterly period. The Employer will endeavour to make quarterly lump sum payments within the month following the publication of the CPI.

(vi) The float will be an amount equivalent to the percentage increase in the quarterly (three-month average) CPI above the Base Index.

(vii) Where the float is less than zero point one percent (0.1%), no quarterly payments shall be made, and the payment shall be added to the next quarterly payment, if any, or in any event by the end of 1993.

(viii) Effective December 31, 1993, the allowance will be folded into the base rates of each classification.

(b) Effective January 1, 1994, the following provisions shall apply:

(i) The Consumer Price Index (CPI) used for the C.O.L.A. calculation will be provided by Statistics Canada (1986 BASE = 100).

(ii) No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.

(iii) The average CPI (Ontario) for October to December 1993 plus five percent (5%) will be the Base Index for all calculations of the C.O.L.A. float.

(iv) The C.O.L.A. float will be calculated on a quarterly basis for 1994 for quarters ending March 31, 1994, June 30, 1994, September 30, 1994 and December 31, 1994, with the understanding that the C.O.L.A. float calculated will not be reduced from the previous quarter.

(v) The C.O.L.A. will be a lump sum payment based on regular time hours worked during the quarterly period. The Employer will endeavour to make quarterly lump sum payments within the month following the publication of the CPI.

(vi) The float will be an amount equivalent to the percentage increase in the quarterly (three-month average) CPI above the Base Index.

(vii) Where the float is less than zero point one percent (0.1%), no quarterly payments shall be made, and the payment shall be added to the next quarterly payment, if any, or in any event by the end of 1994.

(viii) Effective December 31, 1994, the allowance will be folded into the base rates of each classification

ARTICLE 28 - MOVING EXPENSES ON TRANSFER

(Not Applicable to PPT, Temp or MDT unless otherwise noted)

28.01 **Definitions**

Employee: As per Article 2.01 and 2.03 of the current Collective Agreement.

Dependent:

Any person who lives with an employee; who is either the spouse of an employee, a person for whom a personal exemption under the Income Tax Act may be claimed, or an unmarried child, stepchild, or legal ward.

At the Employee's Request

Employees who apply for a transfer, or posted job competition, shall be deemed to seek transfer at their own request. For the purposes of Article 28.02, Region Five is considered one work location and changes in jobs within Region Five are not eligible for relocation expenses.

Household Effects

Only furniture, appliances, clothing, sporting equipment (excluding ski-doos and boats) and books.

28.02 When an employee is transferred from one location to another by the Employer, and not at the employee's request, the employee shall be compensated for reasonable moving expenses arising from the move, as set out in Article 28.04. In addition, the employee shall be compensated for reasonable fees, as they relate to the sale and acquisition of a principal residence, and other related costs incurred as a result of the transfer, upon production of supporting receipts and documentation.

28.03 When an employee is transferred at the employee's own request, the employee shall be entitled to the provisions of Article 28.04.

In addition, the Employer and employee may negotiate the payment of reasonable fees as they relate to the sale and acquisition of a principal residence.

28.04 The Employer shall pay the following:

(i) The cost of crating, unpacking, and transportation of household effects together with the cost of replacement value insurance.

(ii) Transportation of employee and dependants to the new location:

(a) **Transpoltation**

If an employee drives his/her vehicle, mileage shall be paid identical to that paid by OPSEU to its members. This shall not apply to employees to whom OPSEU assigns a vehicle.

(b) **Expenses in Route**

Reasonable accommodation and meal costs, incurred by the employee and his/her dependants, shall be reimbursed as identical

to that paid by OPSEU to its members.

(iii) An employee and his/her spouse will be reimbursed for the travelling expenses incurred, on a trip made for the purpose of locating suitable accommodations near the place of employment. Time off not exceeding five (5) days will be allowed. An employee will receive all normal pay for up to three (3) of these days should these days be conducted on normal working days established by the Collective Agreement. No overtime, lieu time, compensating time or incidental expenses shall be earned or paid.

(iv) Dependent children shall be paid fifty percent (50%) of the cost of meal allowances identical to that paid by OPSEU to its members, and one hundred percent (100%) of the cost of accommodation if he/she/they accompany his/her/their parent(s).

(v) A fifteen hundred dollar ($1500) allowance shall be paid for temporary accommodation, meals, carpets, drapes, other household effects and all other incidentals. This allowance shall be paid automatically upon submission of moving quotes.

(vi) If an employee incurs child care costs during the course of the transfer, said costs shall be reimbursed upon submission of receipts to the Employer.

28.05 In the event that spouses access the provisions of Article 28, there shall be no pyramiding of entitlements.

28.06 **Permanent Part Time Relocation Expenses** (Applicable to PPT only)

Relocation expenses will be covered as per the Collective Agreement when a permanent part-time employee applies for and successfully receives an appointment to a full-time position in another location. No expenses in this regard will be covered to relocate the permanent part-time employee competing for a permanent part-time position in another location.

ARTICLE 29 - PLURAL OR FEMININE MAY APPLY

(Not applicable to Temp)

29.01 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used.

ARTICLE 30 - CONTRACTING OUT

(Not Applicable to PPT or Temp)

30.01 No Bargaining Unit position shall be eliminated as a result of assignment of Bargaining Unit work to an outside contractor or agency.

30.02 The Employer agrees that work or services currently performed or hereafter assigned to the Bargaining Unit, as regular and continuing work, shall not be assigned in whole or in part to any outside contractor while a Bargaining Unit member in the Section has the qualifications or the technical ability to perform the work or service. In regional offices this provision only relates to regular and continuing work performed by regional office staff.

30.03 The Employer agrees that no permanent bargaining unit position will be eliminated by the use of MDT, Temporary, Contract and/or Agency employee.

ARTICLE 31 - POLITICAL CONTRIBUTIONS

(Not Applicable to Temp or MDT)

31.01 On an optional basis, once every calendar year, employees may select participation in, or withdrawal from, a regular monthly payroll deduction system, for the purpose of making contributions to the political party of the employee's choice. The regular monthly payroll deduction shall be in multiples of five dollars ($5.00).

ARTICLE 32 – NO DISCRIMINATION OR HARASSMENT

32.01 Discrimination

There shall be no discrimination, restraint, or intimidation practised or permitted by the Employer or the Union or any of the officials or officers of the Employer or the Union against any employee because of sex, sexual orientation, age, marital status, race, colour, creed, national origin, political opinions, ethnic group, citizenship, family status, receipt of public assistance, record of offences, on account of any Union activity, or

because of disability or upon any other grounds referenced in the Ontario Human Rights Code.

32.02 Harassment

(a) The Employer shall make reasonable provisions to ensure that employees are free from bullying/psychological harassment and sexual harassment as defined within this Article. The Employer and the Union shall co-operate to the fullest extent possible to ensure the workplace is free from such harassment.

(b) Bullying/Psychological Harassment

Bullying/psychological harassment refers to any vexatious behaviour that is known, or ought reasonably to be known, to be unwelcome and that:

- Takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degreade or humiliate;
- Affects an employee's dignity, or psychological or physical integrity;
- Results in a harmful work environment.

Examples of bullying/psychological harassment include, but are not limited to, the following;

- Berating/belittling an individual;
- Repeated unwarranted criticism;
- Undermining or deliberately impeding a person's work;
- Spreading malicious rumours or gossip that is not true;
- Physical gestures intended to intimidate, offend, degrade or humiliate an individual.

Sexual Harassment

Sexual harassment refers to sexual solicitiations or advances, or reprisals for rejection of such solicitations or advances, that are made by a person who knows or should know that such solicitations and advances are unwelcome.

Sexual harassment includes such things as unwelcome sexual contact and remarks, leering, inappropriate staring, unselcome demands for dates, requests for sexual favours and displays of sexually offensive pictures or graffiti. For example, repeated and vulgar sexual comments to an emplolyee could be a course of conduct constituting sexual harassment.

Sexual harassment also requires a "course of conduct," which means that a pattern of behaviour or more than one incident is usually required for a complaint to be upheld. However, a single significant incident may be sufficiently offensive to be considered sexual harassment.

Mutually acceptable social banter or flirtation is not sexual harassment. However, tolerance for such behaviour varies and accordingly, employees should not continue with such conduct if any employee feels uncomfortable with it. Similarly, a workplace romance between two consenting persons is not sexual harassment. However, if one employee ends the relationship and the other party persists in trying to continue the relationship, this can constitute harassment.

(d) Reasonable action by the Employer in the course of managing the workplace is not harassment. Examples of this include, but are not limited to the transfer, denial or promotion, demotion, discipline, counsel or dismissal of an employee consistent with this collective agreement.

(e) The parties recognize that harassment is unacceptable in the workplace, and to that end acknowledge the following objectives:

- A complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;

- Every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;

- An individual who feels that she or he has been bullied or harassed should contact their immediate supervisor or Staff Relations for advice on how to deal with the problem, including information on how to file an internal complaint.

- Frivilous allegations of bullying/psychological harassment that are unfounded, will be treated as a disciplinary offence, that could lead

to dismissal;

- Allegations found to be true, will be treated as a disciplinary offence that could lead to dismissal.

(9 It is agreed that the complainant may choose a Union representative to assist him/her in presenting the complaint.

(g) The Employer agrees to work with the Union to develop a comprehensive harassment policy, including a complaint procedure, while a mediation and investigation process.

ARTICLE 33 - PERSONAL TASKS

33.01 Under no circumstances, will any employee be requested to perform tasks for a supervisor, or any other employee, which may reasonably be deemed to be of a personal or demeaning nature. Specifically, no employee will be required to run personal errands, make purchases of a personal nature, conduct financial transactions of a personal nature or prepare or serve beverages or food.

ARTICLE 34 - SEVERANCE PAY

(Not Applicable to Temp or MDT)

34.01 An employee will be entitled to severance pay upon ceasing to be an employee of OPSEU, in an amount equal to one (1) week of earnings for every year of service. Such amount shall be calculated on a prorated basis at the rate of pay at the time of termination or retirement. No employee shall accumulate severance pay when on a leave-of-absence or long-term disability that exceeds a period of twelve (12) months continuous absence.

ARTICLE 35 - STAFF PARTICIPATION

(Not Applicable to MDT, Temp unless otherwise noted)

35.01 The Employer agrees to provide OPSSU with three (3) OPSEU delegate credentials to the CLC , three (3) OPSEU delegate credentials to the OFL convention and one (1) OPSEU delegate credential to the NUPGE convention. The Employer will pay all normal expenses associated with

attendance at the conventions equivalent to those paid to OPSEU members. OPSSU shall nominate members to the President of OPSEU.

35.02 The President of OPSEU will designate OPSEU staff to participate in various conferences, seminars, etc. as per the current OPSEU policy manual.

35.03 The President and 1st Vice-president of OPSSU shall be assigned to all OPSEU Conventions.

35.04 **No Reprisals** (Applicable to Temp)

35.04.01 The Employer shall take no action or reprisal against an employee for refusing to cross a picket line of an OPSEU supported strike by a recognized trade union.

35.05 **Indemnification** (Applicable to Temp)

35.05.01 An Employee shall at all times be indemnified in the execution of their duties provided that the employee acted honestly, legally, and in good faith with a view to the best interests of OPSEU. The costs associated with legal representation shall be consistent with OPSEU's practice for member representation.

35.06 **Internal Disclosure** (Applicable to Temp)

35.06.01 The Employer agrees that no employee will be disciplined for responsibly bringing any revenue and/or expenditure control matters to the attention of the Employer through the EERC process.

ARTICLE 36 - DURATION OF THE AGREEMENT

36.01 This Agreement shall continue in force and effect from July 1, 2009 until June 30, 2012.

36.02 Either party to this Agreement may, not more than ninety (90) days prior to the expiry of the Agreement, present to the other Party in writing, proposed terms of a new or further Agreement, and/or amendments to this Agreement, A conference shall be held within twenty (20) days, at which time the Parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. The terms of this

Agreement will continue in force until a new Agreement is executed, or until concillation procedures, as provided in the Ontario Labour Relations Act, have been concluded, whichever should first occur.

36.03 **Retroactivity**

The wage Increases in this Collective Agreement are retroactive to July 1, 2009, or prorated for actual service.

Retroactivity is applicable to current employees and former employees, who were in the Bargaining Unit on or after July 1, 2009, and as well, applies to banked credits,

All other improvements are effective the date of any provision or terms of the collective agreement unless otherwise stated shall *be* the date of ratification.

IN WITNESS WHEREOF each of the Parties has caused this Agreement *to* be signed by its **duly** authorized representatives.

DATED at Toronto, Ontario, this 5th day of JULY, 2010.

FOR THE UNION:	FOR THE EMPLOYER:

APPENDIX A – WAGESCHEDULE

Appendix "A"	Professional/Technical Staff Salary Ranges	Start	6 months	12 months	18 months
Range 5:					
SENIOR BENEFITS COUNSELLOR	July 1, 2009	1,598	1,670	1,744	1,834
SENIOR CAMPAIGN OFFICER	July 1, 2010	1,630	1,703	1,779	1,871
SENIOR EDUCATION OFFICER	July 1, 2011	1,671	1,746	1,824	1,917
SENIOR GRIEVANCE OFFICER					
SENIOR H & S OFFICER					
SENIOR JOB SECURITY OFFICER					
SENIOR NEGOTIATOR					
SENIOR RESEARCH OFFICER					
Range 4:					
BENEFITS COUNSELLOR	July 1, 2009	1,532	1,585	1,628	1,705
BUILDING SUPERINTENDENT	July 1, 2010	1,563	1,617	1,660	1,740
CAMPAIGN OFFICER	July 1, 2011	1,602	1,657	1,702	1,783
PUBLIC RELATIONS OFFICER					
EDUCATION OFFICER					
EQUITY OFFICER					
GRIEVANCE OFFICER					
H & S OFFICER					
HUMAN RIGHTS OFFICER					
INCLUSION OFFICER					
INFORMATION SERVICES TECHNICIAN					
JOB SECURITY OFFICER					
LEGISLATIVE LIAISON OFFICER					
LIBRARIAN					
NEGOTIATOR					
ORGANIZER					
RESEARCH OFFICER					
STAFF REPRESENTATIVE					
Range 3:					
ASSISTANT SUPERVISOR	July 1, 2009	1,410	1,468	1,527	1,602
GRAPHIC ARTIST	July 1, 2010	1,438	1,497	1,557	1,634
RESEARCH ASSISTANT	July 1, 2011	1,474	1,535	1,596	1,675
SECTOR ASSISTANT					
WEB SITE DESIGNER					
Range 2:					
COMMUNICATION ASS'T	July 1, 2009	1,228	1,337	1,355	1,400
	July 1, 2010	1,253	1,364	1,382	1,428
Vacant	July 1, 2011	1,284	1,398	1,416	1,464
Range 1:					
	July 1, 2009	1,048	1,072	1,104	1,150
	July 1, 2010	1,068	1,093	1,126	1,173
Vacant	July 1, 2011	1,095	1,121	1,154	1,202

Appendix "B"

Support Staff	Start	3 months	12 months	18 months
Range 7:				
CONFERENCES SECRETARY	July 1, 2009	1,228	1,337	1,355	1,383
REGIONAL OFFICE	July 1, 2010	1,253	1,364	1,382	1,411
SECRETARY	July 1, 2011	1,284	1,398	1,416	1,446
SECRETARY (ORGANIZING)					
OPSEU DIRECT REPRESENTATIVE					
Range 6:					
	July 1 2009	1 196	1 25	1 270	1,294
ADMINISTRATIVE ASS'T	July 1, 2010	,220	1,282	1,295	320
	July 1, 2011	1,251	1,314	1,328	1,353
Range 5:					
COMPUTER OPERATOR	July 1, 2009	1,164	1,181	1,195	1,216
COMMERCIAL TRAVEL AGENT	July 1, 2010	1,187	1,205	1,219	1,240
COST ANALYSIS CLERK	July 1, 2011	1,217	1,235	1,250	1,271
LEGAL SECRETARY					
OFFSET PRINTER					
PPT 'A' TYPICAL					
PURCHASING CLERK					
SECRETARY					
SENIOR CLAIMS CLERK					
SENIOR PAYROLL CLERK					
Range 4:					
ACCOUNTS PAYABLE CLERK	July 1, 2009	999	1,015	1,026	1,039
ACCOUNTS RECEIVABLE CLERK	July 1, 2010	1,019	1,035	1,047	1,060
BUDGET CLERK	July 1, 2011	1,044	1,061	1,073	1,087
CLERK TYPIST					
COMPUTER CLERK					
CLAIMS CLERK					
MAIL CLERK					
MEMBERSHIP SERVICES CLERK					
PPT REGIONAL OFFICE SECRETARY					
PAYROLL CLERK					
PURCHASING CLERK					
PRINTING MACHINE OP.					
RECEPTIONIST					
Range 3:					
	July 1, 2009	954	960	972	982
Vacant	July 1, 2010	973	979	992	1,002
	July 1, 2011	997	1,003	1,016	1,027
Range 2:					
	July 1, 2009	866	887	913	944
FILE CLERK	July 1, 2010	883	905	931	962
	July 1, 2011	905	928	954	986
Range 1:					
	July 1, 2009	736	764	797	825
GENERAL ASSISTANT	July 1, 2010	751	779	813	842
	July 1, 2011	770	799	833	863

Appendix "C"	Service Staff	Start	3 months	12 months	18 months
BUILDING SERVICES TECHNICIAN MAINTENANCE MECHANIC MAINTENANCE/ ELECTRICIAN	July 1, 2009	1,228	1,337	1,355	1,383
	July 1, 2010	1,253	1,364	1,382	1,411
	July 1, 2011	1,284	1,398	1,416	1,446
GENERAL DUTY MAINTENANCE	July 1, 2009	27.03	27.46	27.74	28.08
	July 1, 2010	27.57	28.01	28.30	28.64
	July 1, 2011	28.26	28.71	29.01	29.36
CLEANER II (LEAD HAND)	July 1, 2009	27.11	27.91	28.73	29.68
	July 1, 2010	27.65	28.47	29.31	30.28
	July 1, 2011	**28.35**	**29.18**	**30.04**	**31.03**
CLEANER II (HEAVY DUTY) CLEANER ■	July 1, 2009	21.00	21.84	22.76	23.59
	July 1, 2010	21.42	22.26	23.21	24.06
	July 1, 2011	**21.96**	**22.83**	**23.79**	**24.67**

APPENDIX B - EMPLOYEE ENTITLEMENT DURING LOA

Definitions

1. The Continuation of Pay (PAY)

   "With" means pay will be continued.

   "No" means pay is discontinued.

2. Return to Employment (JOB)

   "Same" means upon return the employee will have the same position in the same location that the employee had immediately before the leave started.

   The temporary vacancy created by a leaves-of-absence shall be filled based on the approved length of the leave as follows:

   (a) Less than one (1) year, the position will be a temporary assignment of a permanent employee;

   (b) Greater than one (1) year, the position will be posted in accordance with Article 11 with the following caveat:

   This is a position created as a result of an OPSEU Employee being on Leave of Absence, per Article 13 of the Collective Agreement. If the Employee does not return to this position as per Article 13, the successful candidate will be awarded this position on a permanent basis.

3. **Seniority** (SEN)

   "No" means the employee's seniority is frozen at the time the leave begins and starts accumulating again upon return from leave.

   "Yes" means the employee continues to accumulate seniority during the period of leave.

4. **Vacation Credits** (VAC)

   "Yes" means vacation credits continue to be earned during the period of the leave.

"No" means vacation credits do not continue to be earned during the period of leave.

5. **Holidays** (HOL)

"Yes" means the employee is paid for statutory holidays during the period of the leave.

"No" means the employee is not paid for statutory holidays during the period of the leave.

6. **Sick Leave** (SICK)

"Yes" means the employee may claim pay under the short term sickness protection plan or long term disability for days of illness during the leave.

"No" means the employee may not claim pay under the short term sickness protection plan or long term disability for days of illness during the leave.

7. **Benefits** (BEN)

"Yes" means the Employer will continue the premium payments for life insurance, (Article 22.01), health and medical coverage (Article 22.02) and dental coverage (Article 22.03) as though the employee were not on leave.

"No" means the Employer will discontinue premium payments for life insurance, health, and medical and dental coverage.

"Pays" means the employee may elect to continue life insurance, health and medical and dental coverage upon the employee's paying the premiums.

8. **Pension**

"Yes" means the Employer and the employee both continue to contribute to the pension plan as though the employee was not on leave.

"No" means neither the Employer nor the employee contribute to the pension plan during the period of the leave.

"Pays" means the employee may elect to pay both the employee's and the Employer's contribution to the Pension Plan. The employee will be

permitted to make such payment for such period of absence only if benefits are not being provided to the employee under another registered pension plan in respect of that period. Further, regulatory constraints with respect to employment prior to the leave (at least 36 months of employment) and maximum periods of leave (total of 5 full-time years plus additional 3 full-time years for parenting leaves) must be respected.

Specific Entitlements

During Leaves-of-Absence described above specific entitlements shall be as per the following chart:

TYPE	IPAY	JOB	SEN	'VAC	HOL	:SICK	BEN	IPEN
BEREAVEMENT 13.01.01 COMPASSIONATE 13.01.02 JURY/COURT 13.01.03 OPSSU BUSINESS 13.01.04 SPECIAL 13.01.05	WITH	SAME	YES	'YES	'YES	'YES	YES	'YES
EDUCATION 13.02.01 GENERAL/LONG 13.02.02	NO	SAME	NO	NO	NO	NO	PAYS	PAYS
GENERAL/SHORT 13.02.03 PUBLIC UNION 13.02.05	NO	SAME	YES	YES	NO	NO	YES	PAYS
PUBLIC RUN 13.02.04	JO	SAME	YES	YES	NO	NO	YES	'ES
PUBLIC SERVE 13.02.06	JO	SAME	NO	JO	NO	NO	NO	JO
UNION/AFFIL. 13.02.07	JO	SAME	NO	JO	NO	NO	IO	'AYS

In the event of a serious injury or illness during which an employee cannot work, an employee on general/short, general/long, public run or public Union leave may terminate the leave and be entitled to all rights and benefits under this Agreement.

APPENDIX C - PREPAID LEAVE

(a) **Purpose**

The Pre-Paid Leave Plan (PLP) affords all employees the opportunity to take a one (I) year leave-of-absence and to finance the leave through deferral of salary in an appropriate amount from the previous years as outlined in the deferral period chosen.

(b) **Eligibility**

Any employee having three (3) years' seniority with the Employer is eligible to participate in PLP.

(c) **Application**

Eligible employees must give six (6) months written notice of their desire to participate in the PLP. Such notice must set out the deferral programme requested and the time frame for the year of leave. When two or more employees from the same unit request the same deferral programme and time frame, such conflicts will be resolved by the most senior employee getting first preference.

(d) **Deferral Plans**

The following shall constitute the PLP's available:

(i) two (2) years deferral of one-third of annual salary in each year followed by one year of leave;

(ii) three (3) years deferral of one-quarter of annual salary in each year followed by one year of leave;

(iii) four (4) years of one-fifth of annual salary in each year followed by one year of leave;

(iv) five (5) years deferral of one-sixth of annual salary in each year, followed by one year of leave.

(e) **Written Agreement**

The employee and the Employer shall enter into a written agreement setting out the terms of the PLP agreed to in compliance with the

conditions herein.

(f) **Terms and Conditions**

The payment of salary and benefits during the deferral period and the one year of leave shall be as follows:

(i) In each year of the PLP, preceding the year of the leave, the employee will be paid a reduced percentage, in accordance with the PLP chosen by the employee from the deferral plans listed above, of the annual salary as set out in Appendices A B and C.

The remaining percentage of the annual salary will be deferred and this accumulated amount shall be retained for the participant by the Employer to finance the employee's year of leave. Interest earned on the principle retained by the Employer shall be according to the rates set out in (ii) below and shall be paid out annually to the employee in compliance with Federal Income Tax regulations.

(ii) **Interest Rate**

The calculation of interest under terms of each PLP shall be monthly (not in advance). The interest paid shall be the interest rates in effect on the last day of each month for a true savings account. The minimum rates will be those set out in writing by the bank branch with which the Employer deals.

Interest, calculated as above, shall be applied on a monthly basis, the first credit *to* be the month following the initial deposit. At the option of the employee, the money for the PLP may be invested in term deposits.

A yearly statement of the amount standing to the participant's credit will be sent to the participant by the Employer.

(iii) **Benefits Structuring**

During the years of the PLP prior to the year of the leave, any benefits related to salary level shall be structured according to the salary the participant would have received during the deferral period had the employee not been in the PLP.

(iv) **Premium *Cost***

A participant's coverage for all Health, Medical and L.T.D.I. Plans, as more

specifically set out in Articles 22, 23, 24 that are in effect immediately prior to the leave, will, if eligibility conditions permit, be maintained during the leave-of-absence at the employee's option. However, all the premium costs of such plans shall be paid by the participant during the leave.

During the year of the programme that the employee is on leave, any benefits related to salary level shall be structured according to the salary the participant would have received immediately prior to the leave had the employee not been in the PLP.

(v) **Seniority**

During the year of leave, seniority shall accumulate for the entire period of the leave.

(vi) **Pension Contributions**

During the year of leave an employee has *two* options:

(a) to make both employer and employee contributions and thereby earn pensionable service during the year of leave, or

(b) elect to interrupt pension contributions and lose pensionable service for the year on leave.

Should the employee opt to pay both employer and employee contributions, the amount required shall be in accordance with Article 21 of this Agreement.

(vii) **Vacation Holidays and Sick Leave**

During the year of leave the employee shall not continue to accumulate paid vacations or holidays, as provided for in this Agreement. However, during the year preceding and the year following the leave, the employee will receive full vacation, holiday and sick leave benefits in accordance with this Agreement as if employment had been continuous and not interrupted by the year of leave.

(viii) **Payout**

At the commencement of the year of leave, the Employer shall pay to the participant the monies standing to the employee's credit less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed, it being understood that interest is not earned in the

year of leave.

(g) **Assignment on Return**

(i) On return from leave, a participant will be assigned to the same position in the same location, or if layoff, displacement or placement provisions have application, the employee will be governed by the appropriate terms of this Agreement.

(h) **Withdrawal Rights**

(i) A participant may withdraw from the PLP any time up to six (6) months prior to commencement of the leave. Anyone withdrawing from the PLP shall be paid a lump sum adjustment equal to monies deferred plus interest monies accrued to the date of withdrawal from the PLP. Payment shall be made as soon as possible but must be made within 30 days of withdrawal from the PLP.

(ii) **On Leaving Employment**

Any participant who resigns or is terminated prior to commencement of the leave, shall cease to be a participant in the PLP, and shall receive payment as in sub-paragraph (i) above.

APPENDIX D - COMPRESSSED WORK WEEK ARRANGEMENTS

MODEL AGREEMENT
with Respect to
Compressed Work Week Arrangements

BETWEEN:

THE ONTARIO PUBLIC SERVICE STAFF UNION
(hereinafter referred to as the Union)

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(hereinafter referred to as the Employer)

Unless otherwise specified all Articles of the Master Collective Agreement shall apply to employees covered by this agreement.

Article 1 - Work Unit and Employees Covered

(Detailed and specific description of work unit and employees covered.)

Article 2 - Hours of Work

2.1 The regular hours of work for all employees covered by this agreement will be (Include description of work week.) The work schedule is reflected in Appendix 1 attached hereto.

2.2 Changes of shifts may be arranged by mutual agreement between the employees affected and their supervisor.

2.3 There shall be at least two (2) consecutive days off per week which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed between the Employer and the employee.

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

2.5 Each shift will contain *two* (2) thirty (30) minute paid meal periods, and two (2) fifteen (15) minute paid rest periods.

2.6 The paid meal and rest periods will be distributed equitably between the

start and end of the shift.

Article 3 - Overtime

3.1 Overtime shall be paid as follows:

(Insert overtime provisions from the appropriate employee category.)

3.2 There shall be no pyramiding of overtime rates.

Article 4 - Short Term Income Protection Plan

4.1 Employees shall be entitled to full pay for the first hours of absence due to sickness and seventy-five percent (75%) for the next hours of absence due to sickness.

4.2 When an employee has a medical or dental appointment for themselves or for their child, they shall be granted up to three (3) hours to attend the appointment and there shall be no deductions from the employee's credits upon verification. It is agreed that Article 23.02.04 of the Master Agreement does not apply.

Article 5 - Vacation With Pay

5.1 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 work day.)

e.g. For an employee whose normal work shift would be eight *(8)* hours, who is off on a twelve (12) hour day; deduct 12/8 X 1 credit = 1.5 credits

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

Article 6 - Training Assignments

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

(i) the regular daily scheduled hours of work, or

(ii) the total of the actual number of hours spent receiving the training,

plus regular duty assignments, plus any travel time between the training assignment and the duty assignments for each day the employee participates in the training program, to a maximum of (To be filled in with the hours under the CWW.) hours.

6.2 Where the change in 6.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the extra or deficit hours shall be reduced to zero within 60 working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:

(i) the employee shall be required to work a corresponding number of hours to make up for any extra hours; or

(ii) the employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.

6.3 Where there is mutual agreement, an employee may receive pay at his basic rate for the extra hours in lieu of being scheduled off duty in accordance with 6.2 (ii)

6.4 Where an employee's extra hours have not been reduced to zero within 60 working days in accordance with 6.2, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.

Article 7 - Compassionate and Bereavement Leave

Such leaves are not to be prorated.

Article 8 - Term

8.1 This Agreement shall be for months, and shall continue in force and effect until either party notifies the other of its desire to renegotiate.

8.2 Either Party may, on written notice of days to the other Party, terminate this Agreement.

APPENDIX E – MODEL JOB SHARE AGREEMENT

Between

The Ontario Public Service Staff Union
(The Union)

and

The Ontario Public Service Employees Union
(The Employer)

This Job Share Agreement shall apply to the employees described in Article 1 below.

Article 1 - Work Unit and Employees Covered

1.1 <set out detail>

Article 2 - Hours of Work

2.1 Hours of Work to be in accordance with the relevant provisions of the Collective Agreement.

Article 3 - Status of Employees

3.1 The employees involved in this job sharing arrangement will be classified as

(a) the incumbent as permanent Part-time; and

(b) other as either Permanent or Temporary Part-time employee; and will be covered by the applicable provisions of the Collective Agreement.

Article 4 - Introduction

4.1 Prior to the implementation of a job share arrangement, the Parties agree to the following principles:

- the position involved will be maintained as a full-time in the Employer's staffing compliment during the term of the Collective Agreement; and

- nothing in this job share arrangement shall prevent the Employer from offering additional shifts to the job sharers provided the offer is done in a fair and equitable manner over the term of the Collective Agreement. Additional hours not accepted by the job sharers may be offered to other

employee(s).

- the Parties will meet and jointly determine the practicality of the requested job share, and advise the incumbent within sixty (60) days of the request being made.

- upon approval of the job share request the Employer will post the part-time vacancy in accordance with Article 11.

Article 5 - Coverage During Absence

5.1 The following shall apply to the coverage the job sharers are required to provide when either or both are absent from their regularly scheduled shift:

- It is expected that both job sharers will cover each other's absences i.e. illness, vacation, etc. for periods up to thirty (30) working days. If because of unavoidable circumstances, one job sharer cannot cover the other, the Supervisor must be notified, by the booked job sharer, to book coverage.

- In the event that one job sharer is absent or going to be absent from work exceeding thirty (30) working days, the remaining partner has the option of covering all of the absent job sharer's shifts to a maximum of thirty five (35) hours per week. If the other job sharer is unable to cover the required number of shifts for the other job sharer, the remaining shifts may be offered to other employee(s).

Article 6 - Discontinuance

6.1 Either job sharer must, in writing, provide the Employer and the job share partner of their intent to discontinue the job share arrangement.

6.2 If the employee wishing to discontinue the job share is not the full-time incumbent to the position that is being shared, the Employer agrees to process a job posting for a PPT position.

6.3 In the event of layoff, it is understood that for the purpose of applying the job security provisions of the Collective Agreement, this Job Share Agreement shall be deemed to be terminated and the employees so affected will have their job security rights governed by the appropriate provision of the Collective Agreement.

6.4 The Job Share Agreement shall no longer be in effect if the full-time incumbent terminates employment.

THE FOLLOWING LETTERS OF UNDERSTANDING

HAVE BEEN RENEWED EFFECTIVE THE DATE OF RATIFICATION

Letter of Understanding #1 -	Administrative Authority
Letter of Understanding #2 -	Information to OPSSU President
Letter of Understanding #3 -	Employment Equity
Letter of Understanding #4 -	Application of Seniority Under Article 3.03
Letter of Understanding #5 -	Integrated Job Duties – Staff Representatives
Letter of Understanding #6 -	Enrolment: of Employee in the Pension Plan
Letter of Understanding #7 -	Article 30 – Contracting Out
Letter of Understanding #8 -	Pension Plan Actuarial Surplus and Plan Enhancements
Letter of Understanding #9 -	Union Leave
Letter of Understanding #10 -	AGCO
Letter of Understanding #11 -	Modernizing the Workplace – Joint Initiative

DATED AT TORONTO THIS 5th DAY OF JULY, 2010

FOR THE UNION

FOR THE EMPLOYER

Andrew McCamach

Adam Perisla

Sandra Vestal

LETTER OF UNDERSTANDING #1

RE: ADMINISTRATIVE AUTHORITY

The Employer indicated that those who are entitled to exercise administrative authority over staff, occupy supervisory positions so identified by the Employer, or are those who, from time to time, are so designated by the Employer.

Dated this 9th day of December, 1993 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #2

RE: INFORMATION TO OPSSU PRESIDENT

In an effort to promote effective communications, and to continue to develop harmonious labour relations between the Union and the Employer, the Employer agrees to:

1. Provide the President of OPSSU with copies of Executive Board Agenda Books and Executive Board Minutes.

2. Provide information to the OPSSU President concerning organizational changes, campaigns or initiatives, and greater consultation on implementation, when feasible, which may be of interest to the membership of OPSSU.

3. Where Staff Development Trainee positions are involved, the Employer agrees to attempt to meet with the OPSSU President and discuss implementation.

4. Provide office space at OPSEU headquarters. All expenses outside the normal rental costs to be assumed by OPSSU.

Dated this 9th. day of December, 1993 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #3

RE: EMPLOYMENT EQUITY

The Parties recognize their mutual desire to embody the principles of employment equity into hiring and promotion practices.

The Parties agree that, notwithstanding the provisions of Article 11, the Union and the Employer may agree that employment equity shall be the overriding consideration. Such agreements will be made in advance of job postings and appointments.

Agreements under this letter of understanding will be based on an analysis of agreed workforce data indicating that a designated group or groups are under represented.

Discussions between the Parties, with respect to the application of employment equity, under the provisions of Article 11, are properly a matter of the Joint Employment Equity Committee as a sub-committee of the EERC.

Dated this 9th. day of December, 1993 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #4

RE: APPLICATION OF SENIORITY UNDER ARTICLE 3.03

1. The Parties recognize that the transfer or re-allocation of servicing districts or assignment envisioned under Article 3.03 may arise from either:

(a) posted competitions; or

(b) Employer directed transfers or re-allocations.

2. When transfers or re-allocations arise from posted competitions, then the provision in Article 3.03 that "seniority shall be the governing factor providing that qualifications and ability are relatively equal " shall mean that the greater seniority under the circumstances shall result in preference.

3. When transfer or re-allocations arise from Employer direction and not from posted competitions, then the provisions in Article 3.03 that " seniority shall be the governing factor providing that qualifications and ability are relatively equal" shall mean that the employee with the least seniority under these circumstances shall be the employee so transferred or reassigned.

Dated this 9th. day of December, 1993 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #5

RE: INTEGRATED JOB DUTIES - STAFF REPRESENTATIVES

It is the intent of the Employer that any increase in the present extent of job integration between Staff Representative and Grievance/Classification Officers and Negotiators is to take place gradually.

In order to provide affected staff with an orderly transition to integrated job duties the Employer agrees to provide any affected staff who so request with training in negotiations and grievance arbitration handling which will bring him/her to full level of competency.

If following such training a Staff Representative feels he/she is not fully competent, at his/her request the necessary assistance will be provided until he/she becomes competent to handle such assignments alone.

As well, the Employer agrees to consult fully with the Union during this process.

Signed and agreed to this 9th. day of December, 1993.

LETTER OF UNDERSTANDING #6

RE: ENROLMENT OF EMPLOYEE IN THE PENSION PLAN

The parties agree that, for the purposes of enrolment on the Pension Plan as referred to in Article 21.06 of the Collective Agreement, only employees other than those for whom payments are being made to a home pension plan or an RRSP on their behalf by the Ontario Public Service Employees Union are covered by the terms of 21.06.

Dated this 9th. day of December, 1993 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #7

RE: ARTICLE 30 - CONTRACTING OUT

The Parties agree that the Employer's current practices do not constitute a violation of Article 30.

Dated this 30th day of September, 1997 at NORTH YORK, Ontario.

LETTER OF UNDERSTANDING #8

RE: PENSION PLAN ACTUARIAL SURPLUS AND PLAN ENHANCEMENTS

The Parties acknowledge that a surplus may exist in the Plan from time to time. If there is a surplus, a portion of such surplus equal to five percent (5%) of Plan liability shall be set aside as a contingency reserve while such surplus exists.

Further, when such surplus exceeds the contingency reserve of five (5%) by an amount equal to an additional four **(4%)** of liabilities or more, the Employer and the Union shall meet and negotiate enhancements to the Plan taking into account all such surplus greater than the contingency reserve. Any such enhancement must take into consideration the ongoing financial viability of the Pension Plan. In the event the parties are unable to reach an agreement on enhancements to the Plan, the outstanding matter(s) shall be forwarded to the arbitration process set out in the Trust Agreement. The Employer and Union agree that the matter of contribution holidays shall not be the subject of their negotiations pursuant to this Letter of Understanding.

For the purposes of this Letter of Understanding, "surplus" shall mean the amount by which Plan assets exceed Plan liabilities as measured on a going concern basis in the most recent actuarial report prepared by the Plan's Actuaries.

This Letter of Understanding is attached to and forms part of the Collective Agreement.

Dated this _____ day of April, 2007 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #9
Re: Union Leave

The current practice regarding time off for the President and Chief Steward of OPSSU shall be maintained.

Dated this __th day of April, 2007 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #10
Re: AGCO

The parties recognize that it is in the best interest of OPSEU to organize workers. OPSEU has identified that the casino/gaming sector is an area it will organize. In order to do this, appropriate staff must be able to service these workers. The parties, however, recognize the stringent obligations imposed upon an employee in order to be registered.

OPSSU disagrees that any employee should be forced to comply with the invasive requirements of the registration process. The parties agree that notwithstanding this letter of understanding they will jointly continue to challenge or eliminate the invasive requirements posed by the legislation.

The parties agree that all current positions that are assigned to provide service to members in the casino/gaming sector will continue to be registered and in future, registration of employees in any Head Office Unit, Local Services or Grievance (Regional Officers) will be contingent on servicing requirements.

Where it has been determined that registration is required, and no current pro-tech employee is able to provide the service because of lack of registration, the following process will be followed:

1. The Employer and Union will jointly request appropriate volunteers to apply for registration.

2. If there are no volunteers, the least senior Pro-tech employee in the unit or area will be required to apply for AGCO registration.

3. It is understood that should a volunteer be denied registration by the Gaming Commission the parties will put out another request for volunteers. If the least senior pro-tech employee is denied registration, the next lowest seniority rated pro-tech employee will apply for registration. The process will be repeated until the servicing requirements are met.

This letter of understanding cannot be raised or relied upon in future proceedings, if any.

Dated this __ day of April, 2007 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #11
Re: Modernizing the Workplace - Joint Initiative

Ontario Public Service Employees Union
And
Ontario Public Service Staff Union

Purpose

The parties agree that the current organization of work may be outdated in some practices, procedures, processes, or methods of operation. Advances in technology may also provide the impetus for reviewing work, and how it is or can be organized, to provide high quality service and best practices for OPSEU's membership.

The evaluation of work and any subsequent recommendations for change is mandated by fiscal reality. The purpose and results of such evaluation however are not intended as a cost cutting endeavour. For these reasons the parties have agreed to review the ways in which work is currently organized and services delivered, through all classifications, departments and work areas. Where it is possible to reorganize work to improve efficiency and service without laying off employees, or generating detrimental impact on an employee or group of employees the parties will make formal recommendations to the employer.

Principles

The following principles apply to the evaluation of work and any subsequent recommendations for change:

This is a joint initiative and an equal partnership. The parties will work together earnestly and evaluate current work, using an agreed upon measurement tool(s) before making recommendations for change, if any. Change that is recommended will be given serious consideration by the employer.

Recommended change will be made in line with the current understandings of how the organization of work affects employees.

Consultations may include initiating focus groups, suggestions from employees, questionnaires, surveys, etc. as determined by the task force, on how best to reorganize work and the workplace.

Dedicated resources, including third party facilitation, will be allocated to assist the parties in the study and redesign of work, if any. Where the employer accepts a recommendation it will provide the necessary funds to ensure a

smooth transition to new methods of work through mandatory training, proper orientation, workforce adjustment strategies, if necessary.

The task force may make recommendations for positive job opportunities to enhance transition to new methods of operation that are restricted to any impacted employee(s), or where creating such opportunities enhance the transition of employee(s) to the new methods of operation. The task force may make recommendations to the Employer for special arrangements as required for the protection of employees.

As a result of organizational change, the task force may make additional recommendations concerning succession planning including but not specifically limited to: coaching, mentoring opportunities, voluntary exit strategies directed at individual employees, part time work or workload adjustments to assist in transitioning to retirement.

Joint T k Force

The parties agree to strike a joint Task Force comprised of no more than four (4) management representatives, and four union representatives, one of whom shall be the President of OPSSU. Either party may utilize additional experts as resources as the task force deems necessary. The Task Force shall develop terms of reference within thirty (30) days of ratification. The terms of reference shall adhere to the above noted principles as well as the principal of consensus decision making, specific work plan including timetable, measurement tools, formal quarterly reporting to constituents and joint communiqués. Time off to attend to Task Force work shall be a duty assignment, and associated costs or expenses shall be borne by the employer.

Task Force Resources

The Task Force shall determine what resources it requires to complete its work and the employer agrees to provide reasonable resources and funding to allow such work to be completed in a timely and meaningful way. The task force will expire no later then two (2) years following ratification. The Task Force may draw on outside experts to assist its members in understanding how work is currently organized and how it might be redesigned to better suit changing demands. Any redesign of work shall be in accordance with the employers identified service priorities and which priorities will be identified to all staff and the membership of OPSEU.

LETTER OF UNDERSTANDING # 12

RE: POSTING OF VACANCIES

OPSEU commits to filling no fewer than fifteen (15) vacancies of permanent positions within six (6) months of ratification. If necessary OPSEU will engage a person dedicated to the task of expediting the filling of vacancies of permanent positions.

Dated this 5th day of JULY, 2010 at Toronto, Ontario

FOR THE UNION	FOR THE EMPLOYER
Andrea McCormack	

LETTER OF UNDERSTANDING #13

RE: COMPUTER AND GREEN INITIATIVES

(a) A letter will be sent from the the First Vice-President/Treasurer regarding purchase costs of the new personal computers and accessories and /or purchases toward pre-approved Green Initiatives,

(b) Employees will be eligible to pay for any purchase through payroll deduction subject to financial documentation and legislative requirements. The payroll deduction is limited to twenty-four (24) months and cannot be less than fifty dollars ($50) per pay, for a maximum of three thousand and five hundred dollars ($3500).

Dated this 5th day of JULY, 2010 at TORONTO, Ontario.

FOR THE UNION:

FOR THE EMPLOYER: