

SOURCE	Comp		
EFF.	99	01	01
TERM.	2001	12	31
No. OF EMPLOYEES	280		
NOMBRE D'EMPLOYÉS	hp		

Collective Agreement

1999 - 2001

UNION
1999 - 2001

11944 (02)

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THIS AGREEMENT MADE ON THE 25th DAY OF OCTOBER, 1999

BETWEEN

**THE ONTARIO TEACHERS' PENSION PLAN BOARD
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 598
(HEREINAFTER REFERRED TO AS THE "UNION")**

PREAMBLE

1. The purpose of this Agreement between the Employer and the Union is to establish and maintain:
 - a) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement
 - b) a procedure for the prompt and equitable handling of grievances and disputes recognizing that a relationship of good, will and mutual respect between Employer and Employee can contribute greatly to the welfare of this pension plan.
2. It is understood that the provisions of this Agreement apply equally to all employees subject to specific restrictions of this agreement.

The parties, therefore, agree as follows:

ARTICLE 1 - RECOGNITION

- 1.1 The Ontario Public Service Employees' Union is recognized as the exclusive bargaining agent for all employees of the Ontario Teachers' Pension Plan Board other than:
 - a) persons employed in a managerial or confidential capacity and those dealing with matters related to labour relations
 - b) persons who are members of the architectural, dental, engineering, legal, chartered accountant, chartered financial analyst, teaching or medical profession entitled to practice in Ontario and employed in a professional capacity
 - c) students employed during their regular vacation period or on a co-operative educational training program
 - d) temporary employees required to back-fill for vacation relief or other short term absences (**4** weeks of continuous service)
 - e) consulting professionals required to provide specialized expertise for project activities of a non-recurring kind

- 1.2 For the purpose of Article 1.1, a "person employed in a managerial or confidential capacity" means a person who:
- a) is employed in a position confidential to the Chief Executive Officer
 - b) is involved in the determination of organization objectives and policy in relation to the development and administration of programs of the Employer or in the determination of budgets of the Employer
 - c) spends a significant amount of her/his time in the supervision of employees and/or is required by reason of her/his duties or responsibilities to deal formally on behalf of the Employer with a grievance of an employee
 - d) is employed in a position confidential to any person described in (a), (b), or (c)
 - e) is employed in a confidential capacity in matters relating to employee relations including a person employed in a clerical, stenographic or secretarial position in the Employer's Human Resources Department

ARTICLE 2 - MANAGEMENT RIGHTS

XX The Union acknowledges that it is the exclusive right of the Employer to:

- a) maintain order, discipline and efficiency
- b) hire, intra- or interdepartmental transfer, classify, appoint, promote, demote, lay off and recall employees
- c) discipline and discharge employees for just cause;
- d) generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine location of speaking engagements and workshops, determine complement, organization, methods and the number and classification of personnel required from time to time, the number and location of facilities, services to be performed, the scheduling of assignments and work, scheduling the hours of operation, the extension, limitation, curtailment of cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

The exercise of the Employer's rights shall be subject to all the other provisions of this Agreement.

ARTICLE 3 - DEFINITIONS

3.1 For the purposes of this Agreement:

- a) "Employer" or "Board" means the Ontario Teachers' Pension Plan Board or its duly appointed officials
- b) "contract employee" means a "Bargaining Unit employee" appointed to a contract position with the Board and subject to Part C
- c) "day" means calendar day, unless otherwise specified
- d) "Chief Executive Officer" means the chief executive officer as appointed by the Ontario Teachers' Pension Plan Board, or her/his designee

- e) "Vice-President" or divisional head as appointed by the Ontario Teachers' Pension Plan Board, or her/his designee
- f) "employee" means a person who is appointed to the staff of the Ontario Teachers' Pension Plan Board and who is not excluded from the bargaining unit as described in Article 1.1 and 1.2
- g) "full-time regular employee" means an "employee" appointed to the full-time regular **staff** of the Employer
- h) "full-time service" means service for the number of hours per two (2) week period as set out in Article 10
- i) "lay-off" means termination of employment by reason of shortage of work or funds or the abolition of a position or other material change in organization
- j) "release" means termination **of** employment due to failure to meet the requirements of a position
- k) "unbroken service" means service which is not interrupted by separation from the Employer
- l) "part-time employee" means **an** employee appointed to a position on a "part-time" basis of less than seventy-two and one half (72.5) hours and more than twenty-seven (27) hours over a two (2) week period
- m) "part-time service" means service for less than seventy-two and one half (72.5) hours over a two (2) week period

PART A - WORKING CONDITIONS

ARTICLE 4 - CHECK OFF OF UNION DUES

- 4.1 There shall be deducted from the regular bi-weekly pay of every employee in the bargaining unit a sum in lieu of membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union.
- 4.2 The deductions for all pay periods ending in a month shall be remitted to the Ontario Public Service Employees Union not later than the fifteenth (15th) day of the month following, together with a list of all employees from whose wages the deductions have been made.
- 4.3 The Union must advise the Employer in writing of the amount of its regular dues. This amount shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union and received by the Employer at least four (4) weeks in advance of the proposed change.
- 4.4 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

ARTICLE 5 - APPLICATIONS

- 5.1 The working conditions described in this Agreement apply to all full-time regular employees of the Ontario Teachers' Pension Plan Board in the bargaining unit represented by OPSEU.

- 5.2 The Employer and the Union agree that there shall be no discrimination or harassment in the Employer's workplace or the Employer's offsite work locations by either party against any person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, **sex**, age, sexual orientation, marital status, family status or handicap.

ARTICLE 6 - JOINT CONSULTATION COMMITTEE

- 6.1 The parties agree to establish a joint consultation committee composed of up to three (3) representatives from the Union and up to three (3) representatives of the Employer.
- 6.2 The purpose of the committee is to promote constructive and harmonious relations by providing a forum for consultation on matters of mutual interest not governed by this Agreement.
- 6.3 The committee shall meet once every three (3) months or more frequently subject to agreement of both parties.
- 6.4 While the ~~committee~~ shall consider and attempt to resolve matters of mutual concern, it is understood that the committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.

ARTICLE 7 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

- 7.1** When a vacancy occurs in the bargaining unit for a full-time, regular position or **WHEN** a new full-time, regular position is created in the bargaining unit, a notice of vacancy shall be posted INTERNALLY FIRST, for at least five (5) working **days** prior to the established closing date. **ALL APPLICATIONS BY BARGAINING UNIT MEMBERS SHALL BE ACKNOWLEDGED. "Posting" SHALL BE** placing a notice on a bulletin board.
- 7.2.1** THE EMPLOYER MAY CREATE NEW DEVELOPMENTAL POSITIONS WITHIN THE BARGAINING UNIT. IN CIRCUMSTANCES WHERE THE DEVELOPMENTAL POSITION IS STILL EVOLVING, APPOINTMENT TO THE POSITION SHALL BE FOR NO LONGER THAN TWENTY-FOUR **(24)** MONTHS IN LENGTH.
- 7.2.2** THE EMPLOYER SHALL POST ANY NEW DEVELOPMENTAL POSITIONS IN ACCORDANCE WITH ARTICLE **7.1**.
- 7.2.3** NOTWITHSTANDING ARTICLE **7.1**, UPON COMPLETION OF TWELVE **(12)** CONSECUTIVE MONTHS IN THE NEW DEVELOPMENTAL POSITION THE EMPLOYER MAY CHOOSE TO CONVERT THE NEW DEVELOPMENTAL POSITION TO A FULL-TIME, REGULAR POSITION. THE INCUMBENT BARGAINING UNIT MEMBER MAY BE APPOINTED TO THE NEWLY ESTABLISHED FULL-TIME, REGULAR POSITION AT THE SPECIFIED CLASS AND RATE OF PAY. WHERE THE INCUMBENT BARGAINING UNIT MEMBER IS NOT APPOINTED TO THE NEWLY ESTABLISHED FULL-TIME, REGULAR POSITION, THAT MEMBER SHALL REVERT TO THEIR FORMER POSITION WITH NO LOSS OF SENIORITY CREDITS OR BENEFITS.
- 7.3 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, and the hours of work schedule as set out in Article 10 (Hours of Work).

- 7.4 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, length of continuous service shall be a consideration.
- 7.5 **WHEN POSTING VACANCIES, IF MORE THAN THE POSTED NUMBER OF QUALIFIED CANDIDATES ARE FOUND WITHIN THREE (3) MONTHS OF THE DATE OF POSTING, THE ADDITIONAL QUALIFIED CANDIDATES MAY BE APPOINTED TO THE POSITION, AT THE EMPLOYER'S DISCRETION, AND RE-POSTING SHALL NOT APPLY.**
- 7.6 **An** applicant who is invited by the Employer to attend an interview shall be granted time off with no loss of pay and with no loss of credits to attend the interview.

ARTICLE 8 - PAY ADMINISTRATION

- 8.1 Except as provided in Sections 8.3, 8.4, or 8.5, an employee shall receive a rate of pay within the salary range for the class of her/his position. The salary range for each bargaining unit class is set out in Appendix A, attached.
- 8.2.1 Promotion occurs when the incumbent of a full-time regular position is assigned to another position in a class with a higher maximum salary than the class of her/his former position.
- 8.2.2 **An** employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to her/his present rate of pay, except that
- a) where such a change results in an increase of less than three percent (3%), s/he shall receive the next higher salary rate again
 - b) a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note
- 8.2.3 Where an employee:
- a) at a maximum rate of salary range is promoted, a new anniversary date is established based upon the date of the promotion
 - b) at a rate less than the maximum in the salary range is promoted and receives a promotional increase:
 - i) greater than a one-step increase, a new anniversary date based on the date of promotion is established
 - ii) of one step or less, the existing anniversary date is retained
 - c) is promoted, the employee's pay rate in her/his regular full-time position shall be used as a base salary for the purpose of the new pay rate calculation
 - d) is promoted, to a position in which she is currently acting, the acting pay rate shall be protected and becomes her/his new pay rate. Notwithstanding Article 8.2.2, No additional promotional increase will be added. Notwithstanding Articles 8.2.3 a), b), c), there will be no changes to the employee's anniversary date

- 8.3 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is re-classified to a class with a lower maximum salary, or where the position is reassessed and reclassified to a class with a lower maximum salary, an employee who occupies the position when reclassification is made shall be entitled to salary protection such that s/he shall continue to be entitled to be paid at the rate of pay which the employee was receiving on the last day worked prior to the reclassification, including any retroactive salary adjustments with an effective date prior to the reclassification.
- 8.3.1 Where an employee makes application and is successful in securing a position at a lower salary rate level, salary protection provisions under Article 8 shall not apply.
- 8.4.1 Where because of abolition of a position due to re-classification, or reorganization, or surplus of employees, an employee is assigned to a position in a class with a lower maximum salary than the maximum salary for the class of the position from which s/he was assigned, s/he shall be entitled to salary protection such that s/he shall continue to be entitled to be paid the rate of pay which s/he was receiving on the last day worked prior to the assignment, including any retroactive salary adjustment with an effective date prior to the assignment.
- 8.4.2 Article 8.4.1 applies only where there is no position the employee is qualified to be assigned to, and that is:
- a) in the same class as the employee's position prior to its being abolished
 - b) in the class with the maximum salary rate the same as the maximum salary rate of the class that applied to the employee's position prior to the changes specified in Article 8.4.1.
- 8.5 Where for reasons of health, an employee is assigned to a position in a class with a lower maximum salary s/he shall retain her/his rate of pay for a period of six (6) months from the date of re-assignment. If at the end of the period s/he is unable to return to her/his previous regular position, s/he shall be assigned to a position consistent with her/his condition and paid within the range for the class of that position.
- 8.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate s/he was receiving at the time of demotion, effective from the date of her/his demotion.
- 8.7 Where an employee is assigned to a position pursuant to Articles 8.4, 8.5, and 8.6 the provision of Article 7 (Posting & Filling of Vacancies or New Positions) shall not apply.
- 8.8 Where a new class or position has been created in the bargaining unit or an existing class or position has been revised, the Board will set and implement the salary range for the new or revised class and will notify the Union in writing immediately upon implementation of the said salary range. The Employer shall notify the Union of any revision to a position, whether or not the salary range is affected. If the Union does not accept the salary range so established, it shall notify the Board in writing within thirty (30) days of receipt of the written notification from the Board to the Union. The parties will meet within thirty (30) days of the Union's notification in order to resolve the dispute. Should no agreement be reached between the parties either party may refer the matter to arbitration as prescribed in the grievance procedure, for final determination.

ARTICLE 9 - TEMPORARY ASSIGNMENTS

- 9.1.1 Where an employee is assigned temporarily to perform the duties of a position in a class with a higher salary maximum for a period in excess of five (5) consecutive working days, s/he shall be paid acting pay from the day s/he commenced performing the duties of the higher class, provided that where such a change

results in an increase of less than three percent (3%), s h e shall receive the next higher salary rate again.

- 9.1.2 Notwithstanding Article 9.1.1, an employee who is in a temporary assignment in a bargaining unit position shall receive her/his regular increment, and salary adjustments shall take effect on the employee's anniversary date and the next higher rate of the acting position shall apply during that temporary assignment.
- 9.1.3 If an employee assumes more than one acting assignment in a calendar year, s h e shall not be paid less than s/he was earning acting in the same classification level, on a previous assignment, earlier in that calendar year.
- 9.1.4 Notwithstanding Article 9.1.1, acting pay shall not exceed the maximum of the salary range of the higher class except where permitted by salary note.
- 9.2 When an employee is temporarily assigned to the duties and responsibilities of a position in a class with a lower salary maximum where there is no work reasonably available for her/him in the position from which s h e was assigned, after the expiration of ten (10) consecutive working days s/he shall be paid the lower applicable class rate to which s/he was assigned.
- 9.3 Where an employee is temporarily assigned to the duties and responsibilities of a position in a class with a lower maximum salary where there is work reasonably available for her/him in the position from which s h e was assigned s/he shall continue to be paid at the rate s h e was receiving in the position from which s/he was assigned.
- 9.4 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, s/he shall retain her/his rights and obligations under the Collective Agreement.
- 9.5 Provisions of Article 7 (Posting and Filling of Vacancies or New Positions) will not apply except where the term of the temporary assignment is greater than 12 months on each appointment.
- 9.6 Except as provided in Article 9.5, in no case shall any provision of the Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments.

ARTICLE 10 - HOURS OF WORK

- 10.1 The normal hours of work for employees in bargaining unit positions shall be seventy-two and **one** half (72.5) hours for every two (2) week period unless otherwise stated.
- 10.2 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties with respect **to** variable work days or variable work weeks.
- 10.3 There shall be two consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and her/his supervisor.

ARTICLE 11 - REST PERIODS

- 11.1 Rest periods shall be of fifteen minutes duration in each half of a working day.

ARTICLE 12 - OVERTIME

- 12.1 Employees who perform authorized work in excess of their regularly scheduled hours, shall be paid at the overtime rate. The overtime rate for the purpose of this Article shall be one and one half (1 1/2) times the employee's basic hourly rate.
- 12.2 In this Article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day off.
- 12.3 Overtime shall be paid at the rate it was earned, within two (2) months of the end of the pay period in which the overtime was actually worked.
- 12.4 **An** employee who is required to work more than two (2) hours immediately following her/his scheduled hours of work, shall be reimbursed for the cost of one (1) meal up to seven dollars (\$7.00) except where free meals are provided or where the employee **is** being compensated for meals on some other basis. A reasonable time with pay will be allowed to employees for the meal break either at or adjacent to her/his place of work.

ARTICLE 13 - HEALTH AND SAFETY

- 13.1 A Health and Safety Committee pursuant to the Occupational Health and Safety Act shall be formed to address the issues mandated by that Act.
- 13.2 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion **of** the health and safety of all employees in compliance with the Occupational Health and Safety Act.
- 13.3 The Employer shall provide safety footwear where it requires that such shall be worn by its employees. The current practice relating to the provision of such footwear shall continue during the term of this Agreement, subject to any changes which may be entered into between the parties.

ARTICLE 14 - VIDEO DISPLAY TERMINALS (VDT)

- 14.1 At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day has the option to undergo an eye examination by an optometrist who is qualified to conduct the following tests:
- a) unaided visual acuity (letter chart test)
 - b) refractive findings
 - c) corrected visual acuity
 - d) amplitude accommodation

- e) suppression
- f) muscle balance (near, one metre, distant)
- g) slit lamp biomicroscopy

An employee who makes arrangements to undergo an eye examination by an optometrist shall be granted time off with pay for this appointment. The cost of the eye examination, not to exceed the OHIP fee schedule, for such examinations, shall be borne by the Employer. A copy of such a report will be placed in the employee's personnel file upon her/his request.

- 14.2 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes.
- 14.3.1 A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.
- 14.3.2 Upon receipt of the written request specified in Article 14.3.1, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit, provided that she is able and qualified to perform the required duties and the maximum salary rate of the vacancy is not greater than the maximum salary rate of the class of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest maximum salary rate. The assignment of a surplus employee to a vacancy, in accordance with Article 21 (Job Security), shall have priority over an assignment under this section.
- 14.3.3 Where an employee is assigned to a vacancy in accordance with this section, the provisions of Article 7 (Posting and Filling of Vacancies or New Positions) shall have no application.
- 14.3.4 Where an employee is assigned, under Article 14.3.2, to a position in a class with a lower maximum salary rate than the maximum salary rate of the class of her position, she shall be paid at a rate within the salary range of the class of the position to which she has been assigned under Article 14.3.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.
- 14.3.5 Where it is not possible to assign an employee in accordance with Article 14.3.2 the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence maternity leave of absence in accordance with Article 40 (Pregnancy and Parental Leave).
- 14.3.6 **An** employee who does not accept an assignment made in accordance with Article 14.3.2 may elect either to continue work in her original position or request leave of absence in accordance with Article 14.3.5.

ARTICLE 15 - HOLIDAY PAYMENT

- 15.1 **An** employee shall be entitled to the following holidays each year with no reduction in pay:

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

 and any additional public holidays as defined in the Employment Standards Act.

- 15.2 In addition to Article 15.1 two (2) "floater" days will be granted to each full time regular employee during each full calendar year of service. These are to be taken at anytime during a given calendar year subject to operational requirements and seniority.
- 15.2.1 When a holiday specified in Article 15.1 falls on a Saturday and/or Sunday, the regular working day or days following such a Saturday and/or Sunday is/are holiday(s) in lieu thereof, unless other arrangements are negotiated by Management and the Union.
- 15.2.2 If a holiday falls on a scheduled day off the employee is entitled to the next business day off or by mutual agreement of the employee and supervisor a day off at a later date.
- 15.3 Employees who work on a holiday included in Section 15.1 shall be paid at the rate of two and one half (2-1/2) times the basic hourly rate for all hours worked or where mutually agreed, may receive compensatory day off for hours worked in lieu of pay. Such time off may be taken in conjunction with the employee's vacation leave or regular days off if requested two (2) calendar weeks in advance.
- 15.4 **An** employee shall not be entitled to a holiday pay if, s he is absent from work on either her /his scheduled work day immediately preceding or immediately following the paid holiday, unless such absence is with the consent of the Board, due to sickness, pre-approved leave of absence or circumstances beyond the employee's control.

ARTICLE 16 - NON PYRAMIDING OF PREMIUM PAYMENTS

- 16.1 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by this Agreement.

ARTICLE 17 - REIMBURSEMENT RATE FOR USE OF AUTOMOBILE

- 17.1 **An** employee authorized to use her/his own automobile on Board's business shall be paid thirty cents (30¢) per kilometer travelled while on Board's business. Claims must be submitted within six (6) months of the day of travel for which credit is being claimed; a claim submitted past this deadline may be disallowed.
- 17.2 The use of privately owned automobiles in the Employer's business is not a condition of employment.

ARTICLE 18 - TIME CREDITS WHILE TRAVELLING

- 18.1 The provisions of Article 18 apply to employees attending the Board's workshops and speaking engagements.
- 18.2 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the Employer.
- 18.3 When travel **is** by airplane, time will be credited from one and one half (1 1/2) hours before the scheduled time of departure and a time credit of one (1) hour before scheduled time **of** departure when travelling by a regional bus or train (excluding taxi, TTC, GO buses, or Greater Metro local buses) until one (1) hour after the actual arrival of these carriers at the destination.
- 18.3.1 When travel is by automobile and the employee travels directly from her/his home or place **of** employment,

time will be credited from the assigned hour of departure until s/he reaches her/his destination and from the assigned hour of departure from the destination until s/he reaches her/his home or place of employment.

- 18.4 When sleeping accommodation is provided, the hours between nine o'clock (9:00) p.m. and one-half (½) hour prior to the start of the workshops shall not be credited.
- 18.5 When an employee is required to travel on her/his regular day off or a holiday listed in Article 15 (Holiday Payment), s/he shall be credited with a minimum of three (3) hours.
- 18.6 All travelling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.
- 18.7 On travel days of workshops, when departure is prior to nine (9) a.m. a travelling employee's regular starting time may be adjusted so that those employees who are travelling will have a common starting time,
- 18.8 All expenses or credits under this Article must be claimed no later than six (6) months from the date of their occurrence; claims submitted past this deadline may be disallowed.

ARTICLE 19 - REIMBURSEMENT FOR MEAL COSTS

- 19.1 Cost of meals may be allowed only if:
 - a) during a normal meal period the employee is travelling on the Employer's business outside the metropolitan area in which s/he is normally working;
 - b) in an unusual non-recurring situation, the department manager authorizes such payment; or
 - c) in any recurring situation, the Employer has authorized such payments because of the special nature of the assignments.
- 19.2 **An** employee who is covered by Article 19.1 shall be entitled to **a per diem** meal allowance in the amount of forty-five dollars (\$45.00) unless otherwise specified by her/his manager, or Article 19.5
- 19.3 Each employee will submit their own claim for meal allowance unless other arrangements are pre-approved by management. All claims must be submitted within six (6) months of the date on which they were incurred; claims submitted past this deadline may be disallowed.
- 19.4 Meal allowance will not apply in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.
- 19.5 If travel does not extend over a full day the following meal allowance would apply to the travel portion of the day

\$9.00	-	Breakfast
\$14.00	-	Lunch
\$22.00	-	Dinner

ARTICLE 20 - TERMINATION OF EMPLOYMENT

- 20.1** Any employee who is absent from duty without official leave for a period of three (3) **CONSECUTIVE** working days may be declared in writing by the Employer to have abandoned her/his position, and thereupon the person's employment with the Employer is terminated and s/he ceases to be an employee.
- 20.2 The Employer may release from employment an employee at any time during the first nine (9) months of employment **as** a full-time regular employee for failure to meet the requirements of her/his position.

ARTICLE 21 - JOB SECURITY

- 21.1 The Employer may lay-off any employee by reason of shortage of work or funds or the abolition of a position or other material change in the organization.
- 21.2.1 Where a lay-off occurs by reason of shortage of work or funds, abolition of a position, reorganization, restructuring, downsizing or technological change, the identification of a surplus employee and the subsequent assignment or lay-off shall be in accordance with seniority, subject to the conditions set out in this Article.
- 21.2.2 The notice period will begin when the employee receives official written notice. Copies of all such notices shall be provided to the Union.
- 21.3** The Employer will identify the least senior employee within the affected position as surplus, based on seniority in effect as of that date.
- 21.4 When an employee is identified as surplus, the Employer will reassign the employee on the basis of her/his seniority to a vacancy within the bargaining unit provided that the surplus employee is qualified for and capable of performing the duties **of** the vacant position and the maximum salary of the vacancy is not greater than three percent (3%) above nor twenty percent (20%) below the maximum salary of the surplus employee's position.

Such assignment to be made as follows:

- a) a vacancy which is in the same class or position as the employee's class or position;
 - b) a vacancy in a class or position previously held by the employee during her/his current term of continuous service; or
 - c) another vacancy
- 21.5 Where an employee is assigned to a vacancy in accordance with Section 21.4, Section 8.4 of Article 8 (Pay Administration) shall apply.
- 21.6 An employee who does not attend a placement interview when requested by the Employer or who does not accept an assignment in accordance with Section 21.4, shall be laid off and the provisions of Section 21.7.1 and 21.7.2 shall not apply.
- 21.7.1 An employee who has completed her/his probationary period who has not been assigned to a vacancy in

accordance with Section 21.4 and who is subject to lay-off as a surplus employee shall have the right to displace an employee who shall be identified by the Employer in the following manner and sequence:

- a) the Employer will identify the employee with the least seniority in the same position in which the surplus employee is presently working and, provided the surplus employee is qualified to perform the work of such employee, the surplus employee shall displace that employee
- b) if no employee in the same position has less seniority ~~than~~ the surplus employee, the Employer will review the positions below the class of the surplus employee, in the same class series in descending order until a position is found in which an employee with the least seniority in the position has less seniority than the surplus employee. In that event such employee will be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee.
- c) failing displacement under a) or b) the Employer will identify positions in other class series in the bargaining unit, in descending order until a position is found in which an employee with the least seniority in the position, has less seniority than the surplus employee, and provided that the surplus employee is qualified to perform the work of such employee, the surplus employee shall displace that employee.
- d) if the surplus employee is not qualified to perform the work of the least senior employee in the bargaining unit, the Employer will proceed through the seniority list from the employee with the least seniority until an employee is identified whose work the surplus employee is qualified to perform, and who has less seniority than the surplus employee, and that employee shall be displaced by the surplus employee.

21.7.2 Any displacement shall be limited to a class which has a salary maximum no greater than the maximum of the surplus employee's current class and Section 8.4.1 of Article 8. (Pay Administration) shall not apply.

21.7.3 Notwithstanding the provisions of Article 21 alternative arrangements concerning job security which may include re-training may be negotiated between the Employer and the Union and implemented by mutual consent.

21.8 The employee must indicate in writing to the Employer her/his intention to displace another employee as far in advance as possible but not later than two (2) weeks following the date of notification of lay-off. If she does not indicate her/his intent to displace another employee within this period, she shall be deemed to have opted to be laid off.

21.9 Where the employee chooses not to exercise her/his rights under Section 21.8, s/he shall be laid off.

21.10 An employee who is displaced by an employee exercising her/his right under Section 21.8 shall be declared surplus and the provisions of Article 21 shall apply.

21.11 An employee who is laid off and who has been employed for three (3) months or more shall receive notice in writing or pay in lieu of notice as follows:

- a) 3 weeks notice - where employment is **LESS THAN FOUR (4)** years.
- b) 4 weeks notice - where employment is four **(4)** years or more but less than five **(5)** years
- c) 5 weeks notice - where employment is five **(5)** years or more but less than six **(6)** years
- d) 6 weeks notice - where employment is six **(6)** years or more but less than seven **(7)** years

- e) 7 weeks notice - where employment is seven (7) years or more but less than eight (8) years
- f) 8 weeks notice - where employment is eight (8) years or more but less than ten (10) years
- g) 12 weeks notice - where employment is ten (10) years or more, with a copy of the notice to the Union

21.12 **An** assignment under this Article shall not be considered a promotion or a demotion.

21.13 Where it is necessary to assign a surplus employee in accordance with this Article, the provisions of Article 7 (Posting and Filling of Vacancies) shall not apply.

21.14 Where an employee has been identified as surplus reasonable time off with no loss of pay and with no loss of credits shall be granted to attend scheduled interviews, provided that the time off does not unduly interfere with operating requirements.

21.15.1 (a) Where it is necessary to release an employee who has completed her/his probationary period because of the introduction of a technological change in equipment or methods of operation, at least three (3) months notice in advance of the change shall be given to the employee affected and to the Union.

21.15.1 (b) where employment is ten (10) years, or more, and where it is necessary to release an employee because of the introduction of a technological change, at least six (6) months notice, or pay in lieu of notice, shall be given to the employee.

21.15.2 The matter will then be referred to the Joint Consultation Committee of the parties to discuss and to attempt to resolve the problem with relation to the reallocation and retraining of the affected employees with a view to minimizing the effects of the Employer's action required to be taken.

21.16 In the event of lay off for a given position, contract employees holding that position shall be terminated first, then part-time regular employees and full-time regular employees last.

ARTICLE 22 - SENIORITY (LENGTH OF CONTINUOUS SERVICE)

Seniority as referred to in this Agreement shall mean length of continuous service with the Employer and will accumulate upon the completion of a probationary period of nine (9) months and shall commence from the date of appointment to the full-time regular staff, or from the date on which an employee commences a period of unbroken, full-time service as a contract employee immediately prior to appointment to the full-time regular staff.

The Employer shall maintain a full-time seniority list showing the date upon which each employee's service commenced, plus accrued seniority. **An** up-to-date seniority list shall be sent to the Union on June 30 and December 31 of each year.

Where an employee has been laid off in accordance with Article 21 (Job Security) and rehired within two (2) years, the period of absence shall not be computed in determining the length of continuous service. However, periods of continuous service before and after such absence shall be considered continuous and are included in determining the length of continuous service.

An employee's continuous service shall not include any period:

- a) when s/he is on leave of absence without pay for greater than thirty (30) days; or
- b) when s/he is receiving benefits under the Long Term Income Protection plan (Article 38); or
- c) after the first six (6) months that s/he is receiving benefits pursuant to an award under the Workers' Compensation Act, except during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the regular salary of the employee and the compensation awarded.

22.4 Continuous service shall be deemed to have terminated if:

- a) an employee resigns or retires
- b) an employee is dismissed, unless such dismissal is reversed through the grievance procedure
- c) an employee is absent without leave in excess of three (3) consecutive working days; or
- d) an employee is released in accordance with Article 21 (Job Security) and is not rehired before the end of two (2) years.

ARTICLE 23 - GRIEVANCE PROCEDURE

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

STAGE ONE

23.2.1 **An** employee who believes s/he has a complaint or a difference shall first discuss the complaint or difference with her/his supervisor within twenty (20) days of the occurrence or origination of the circumstances giving rise to the complaint or difference.

23.2.2 If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) days of the discussion, **THE EMPLOYEE MAY FILE A GRIEVANCE IN WRITING WITHIN AN ADDITIONAL TEN (10) DAYS WITH HIS/HER SUPERVISOR, SPECIFYING THE NATURE OF THE GRIEVANCE. THE SUPERVISOR SHALL GIVE HIS/HER DECISION IN WRITING, WITHIN SEVEN (7) DAYS OF THE SUBMISSION OF THE GRIEVANCE**

STAGE TWO

23.3.1 The employee may submit the grievance to her/his Vice President within seven (7) days of the date that s/he received the decision under Stage One. In the event that no decision **in** writing is received in accordance with the specified time limits in Stage One, the grievor may submit the grievance to her/his Vice President within seven (7) days of the date that the supervisor was required to give her/his decision in writing in accordance with Stage One.

23.3.2 The Vice President shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor her/his decision in writing within seven (7) days of the meeting.

23.4.1 The employee, at her/his option, may **be** accompanied by **UP TO TWO UNION STEWARDS** at each

stage of the grievance procedure, including pre-hearings, mediation and post-hearing meetings. Where the employee is represented by a Union Steward, the Union Steward shall be given time off with pay and without loss of credits to attend such hearings and/or meetings.

23.4.2 **An** employee who has a grievance and is required to attend meetings at Stage One and Two of the Grievance Procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.

23.4.3 A Union Steward who receives authorization to represent the grievor at meetings at **ALL STAGES** of the Grievance Procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.

23.4.4 The Union shall notify the Employer in writing of the names of Union Stewards, and shall promptly notify the Employer in writing of any changes in these names.

23.5.1 **ARBITRATION**

Any difference between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement that has not been resolved during the Grievance Procedure may be referred to an Arbitration Board, provided such referral is made in writing within fifteen (15) days of the date of receipt of the decision of the Vice President or within fifteen (15) days of the specified time limit for receiving the decision.

23.5.2 The written referral to an Arbitration Board shall specify the nominee of the party making the referral. The other party shall, within ten (10) days notify the referring party of its nominee. The **two** (2) nominees shall, within ten (10) days, agree on a Chair of the Board. In default of such agreement, the Minister of Labour may make the appointment. The Minister may also appoint the nominee of any party who fails to make an appointment as required.

23.5.3 The Arbitration Board shall hear and determine the matter raised in the grievance. The Arbitration Board shall determine any question as to whether a matter is arbitrable. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chair governs.

23.5.4 Each party shall pay the fees and expenses of its nominee, and the parties shall share equally the fees and expenses of the Chair.

23.5.5 Where the parties mutually agree in writing, a sole Arbitrator may be substituted for an Arbitration Board. A sole Arbitrator shall have all the powers of an Arbitration Board, and the fees and expenses of the Arbitrator shall be shared equally by the parties. Any reference to an Arbitration Board shall include a sole Arbitrator where the context requires.

23.6 An employee who is a grievor shall be allowed leave of absence with no loss of pay and with no loss of credits for each day of attendance before an Arbitration Board who hears and determines the employee's grievance, if required to be in attendance by the Board or Tribunal.

23.7 **LAY-OFF**

Where an employee files a grievance claiming improper lay-off and the grievance is referred to an Arbitration Board in accordance with Section 23.5.1, the Union shall notify the Employer, **in writing**, at least three (3) weeks prior to the date established for the Board's hearing, of the title and location of the position which will be the subject matter of the claim before the Board.

23.8 **RELEASE DURING PROBATION**

Any probationary employee who is released shall not be entitled to file a grievance.

23.9 **DISMISSAL**

Any employee who is dismissed shall be entitled to file a grievance at the second stage of the grievance procedure provided she does so within twenty (20) days of the date of the dismissal.

23.10.1 **CLASSIFICATION**

An employee who alleges that her/his position is improperly classified may discuss her/his claim with her/his immediate supervisor at any time, provided that such discussions shall not be taken into account in the application of the time limits set out in this Article. **An** employee, however, shall have the right to file a grievance in accordance with the grievance procedure, specifying in her/his grievance the class claimed.

23.10.2 In the case of any grievance filed under Article 23.10.1, the authority of the Arbitration Board shall be limited to:

- a) confirming that the grievor is properly classified in an existing class, or
- b) finding that the grievor would be properly classified in the class claimed in her/his grievance

23.10.3 The Employer upon written request either by the employee or by the Union shall make available all information and provide copies of all documents which are relevant to the grievance or may be used by the Employer in the presentation of the case before the Arbitration Board. The Union shall provide to the Employer, five (5) days before the first scheduled hearing date, copies of any relevant documents on which it intends to rely in presentation of its case before an Arbitration Board.

23.11.1 **UNION/EMPLOYER GRIEVANCE**

Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union shall be entitled to file a grievance at the second stage of the Grievance Procedure, provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance. Union grievances shall be signed by the President or Vice-president.

23.11.2 The Employer shall be entitled to file a grievance arising from the interpretation, administration or alleged contravention of the Agreement, provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance. Such a grievance shall be signed by the Chief Executive Officer or her/his designee and shall be lodged with the President of OPSEU, Local 598, who shall respond in writing within fifteen (15) days of receipt of the grievance. The Employer may refer the grievance to an Arbitration Board as prescribed by Article 23.5.1, provided such referral is made in writing within fifteen (15) days of receipt of the response of the President of OPSEU, Local 598, or within fifteen (15) days of the specified time limit for receiving the response.

GENERAL

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

23.13 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.

23.14 The time limits contained in this Article may be extended by agreement of the parties, in writing.

23.15 **An** Arbitration Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

SEXUAL HARASSMENT

- 23.16.1 All employees covered by this Agreement have a right to freedom from sexual harassment in the workplace because of sex by, the Employer or agent of the Employer, or by another employee. Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.
- 23.16.2 Every employee covered by this Collective Agreement has a right to be free from:
- a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows, or ought reasonably to know that it is unwelcome; or
 - b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation, or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee
- 23.16.3 The time limits set out in Article 23.2.1 do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- 23.16.4 Where, at any time either before the making of a complaint or the filing of a grievance under Article 23, the Employer establishes an investigation of the Complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy, or other procedures of the Employer, the time limits for the processing of the complaint, or grievance under Article 23 shall be suspended until the employee is given notice in writing of the results of the investigation.
- 23.16.5 Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written grievance which is expressed in Article 23 to be presented to the supervisor may be presented directly to the Chief Executive Officer, or the Chief Executive Officer's designee, or any person appointed by the Chief Executive Officer specifically to deal with complaints, or grievances under this provision. Where it appears to an Arbitration Board that an employee who is a grievor under this Article has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, an Arbitration Board may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.
- 23.16.6 An employee who makes a complaint under this Article may be accompanied and represented by an employee representative at the time of the discussion of the complaint, at each stage of the Grievance Procedure, and in the course of any investigation established by the Employer under any staff relations policy.

ARTICLE 23A - NO STRIKES OR LOCKOUTS

- 23A There shall be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE 24 - LEAVE - UNION ACTIVITIES

- 24.1 Upon at least fourteen (14) days prior written notice by the Union, leave of absence without pay but with no loss of credits shall be granted for not more than four (4) consecutive days for each employee delegate for the purpose of attending the Annual Convention.

- 24.2.1 Leave of absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations, mediation and arbitration, provided that no more than three (3) employees at any one time shall be permitted such leave for any one set of negotiations.
- 24.2.2 Members of the Union granted leaves of absence under sub-section 24.2.1 shall also be granted reasonable time off with pay and-with no loss of credits to attend Union bargaining team caucus sessions held immediately prior to and following such negotiations, mediation or arbitration. Leaves of absence granted under this sub-section shall include reasonable travel time.
- 24.3.1 Upon at least fourteen (14) days prior written notice by OPSEU, leave of absence with pay and with no loss of credits shall be granted to an employee elected as Executive Board member or Executive Officer of OPSEU, for the purpose of conducting the internal business affairs of OPSEU.
- 24.3.2 The Union will notify the Employer in writing of the name and location of such employees, immediately following their election.
- 24.3.3 OPSEU shall reimburse the Employer for such leave in the manner set out in Article 24.4.2.
- 24.4.1 When an employee is elected as OPSEU's President or First Vice-president, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence with pay shall be granted **from** the employee's place of employment for the duration of the current term of office.
- 24.4.2 OPSEU will reimburse the Ontario Teachers' Pension Plan Board for the salary paid to the employee on such leave of absence and contribute the Employer's share of contributions to the employees pension plan and the Canada Pension Plan. OPSEU will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of attendance credits accumulated during the leave of absence. OPSEU will make the Employer's contribution for Unemployment Insurance.
- 24.4.3 On completion of the employee's term of office, the President or First Vice-president may return to her/his previous employment and service shall be deemed to be continuous for all purposes. Any leave of absence extending beyond the initial term of office of the President or First Vice-president shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave of absence.
- 24.5 **An** employee shall discuss any leaves requested under this Article with her/his supervisor at the earliest opportunity.
- 24.6 All written requests for leave of absence under Article 24 shall quote the section under which leave is sought, shall be signed by a duly recognized Officer of the Union, and shall be sent to the Employer. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere ~~with~~ the operating requirements of the Employer.
- 24.7** Either the President of Local 598 or their designee shall be granted leave of absence with pay and no loss of credits to conduct the internal affairs of the Local on the following basis:
- (a) maximum one (1) day per month
 - (b) shall be in addition to other time off with pay provisions provided in Article 24
 - (c) workloads shall be accommodated
 - (d) designee to be restricted to **A MEMBER OF THE LEC** (Local Executive Committee).

ARTICLE 25 - LEAVE WITHOUT PAY

25.1 Leave of absence without pay and without the accumulation of credits may be granted to an employee by the Employer.

ARTICLE 26 - LEAVE/COURT PROCEEDINGS

26.1 Where an employee is absent by reason of a summons to serve as a juror or as a witness in a Court proceeding, the employee may, at her/his option:

- a) treat the absence as leave without pay and retain any fee received as a juror or as a witness
- b) deduct the period of absence from vacation leave of absence credits and retain any fee received as a juror or ~~as~~ a witness; or
- c) treat the absence as leave with pay and pay to the Employer any fee received as a juror or as a witness.

ARTICLE 27 - LEAVE/MILITARY SERVICE

27.1 A leave of absence may be granted for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to an employee for the purpose of Canadian Forces Reserve training.

ARTICLE 28 - SPECIAL & COMPASSIONATE LEAVE

28.1 A leave of absence with pay may be granted for not more than three (3) days in a year upon:

- a) family crisis situation, where family consists of spouse, common-law spouse, child, parent, parent-in-law or other member of the employee's immediate household
- b) a natural or accidental disaster.

28.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

ARTICLE 29 - INFORMATION TO EMPLOYEES

29.1 A newly hired employee shall be informed in writing if, her/his position is within the bargaining unit, of the name and address of the bargaining agent and the name and, work location of the local union steward which shall be provided as per Subsection 23.4.4 of Article 23.

29.2 The Employer shall make sufficient copies of the Collective Agreement available to ensure that all employees have access to it.

29.3 As soon as practicable following the end of each quarter, each employee shall be notified of the number

of vacation and attendance credits to which s/he is entitled.

- 29.4 Upon serving reasonable notice to the Employer, employees shall have access to their personnel file and a copy of any documents shall be given to the employee. Requests will be accommodated within two (2) working days.

ARTICLE 30 - CHANGE OF ADDRESS

- 30.1 In the event of a change in home address or telephone number, it shall be the responsibility of the employee to notify the Employer in writing of such change. Failure to comply with this provision will save the Employer harmless with respect to any notification directed to the employee's last known address or telephone number.

PART B - EMPLOYEE BENEFITS

ARTICLE 31 - APPLICATION OF PART B, EMPLOYEE BENEFITS

- 31.1 The benefits described in Articles 32 to 44 apply to all full-time regular employees of the Ontario Teachers' Pension Plan Board in the bargaining unit represented by the Ontario Public Service Employees Union.

ARTICLE 32 - INSURED BENEFITS PLANS/GENERAL

COMMENCEMENT OF COVERAGE

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

COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY

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

DAYS OF GRACE

- 32.3 There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.
- 32.4 Where an employee has a complaint that s/he has been denied benefits pursuant to the insured benefit plans specified in Articles 33, 34, 35, 36 and 38 s/he shall discuss the complaint with the benefits administrator of the Employer within twenty (20) days of first becoming aware of the complaint.
- 32.5 If the complaint is not satisfactorily resolved within seven (7) days of the discussion with the benefits administrator it may be referred to an Arbitration Tribunal within an additional fifteen (15) days.
- 32.6 It is understood that any claim and/or remedies shall be subject to the terms of the master insurance policies of the insurance carriers in effect at the time of the incident giving rise to the claim. The master policy numbers are as follows:

Basic Life - Manulife GL & GH 15900

Supplementary & Dependent Life - Manulife GL 15901

Supplementary Health & Hospital - Manulife GL & GH 15900

Dental - Great West Life Assurance 42155 GDC

LTIP - Manulife GH 15902.

ARTICLE 33 - BASIC LIFE INSURANCE

- 33.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.

33.2 The basic life insurance plan shall provide:

- (a) coverage equal to seventy-five percent (**75%**) of annual salary or ten thousand dollars (\$10,000), whichever is greater
- (b) where an employee is continuously disabled for a period exceeding six (**6**) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death or the end of the month in which the employee reaches age sixty-five (65). Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee
- (c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (**31**) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

- (a) Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the insuring company.
- (b) **A** one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in 1.(a) above.
- (c) **A** term to age sixty-five (65) insurance plan.

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

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

ARTICLE 34 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

- 34.1 (a) Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.
- (b) The employee's Supplementary Life Insurance provides:

- i) a waiver of premium on disablement to become effective after nine (9) months continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first and to remain in force while the employee is totally disabled until the earliest of recovery, death or the end of the month in which the employee reaches age sixty-five (65). The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee
- ii) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in sub-section 33.2(c) of Article 33 (Basic Life Insurance).

34.2 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day). In the event of a reduction in salary, an employee, at her/his option, may maintain the insurance coverage at the former higher level.

34.3 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a full-time regular employee or, if the employee continues to be employed after age 65, on the first day of October following the employee's 65th birthday, except where coverage is provided under total disability, as described in 34.1(b)(i) above.

- 34.4
- (a) Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.
 - (b) Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a full time regular employee or, if the employee continues to be employed after age 65, the first day of October following the employee's 65th birthday, or the date a dependent ceases to be an eligible dependent.
 - (c) Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.
 - (d) Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age in full-time attendance at an educational institution or on vacation therefrom and children 21 years of age and over, mentally or physically infirm and who are dependent.

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

- (a) appointment as a full-time regular employee

- (b) marriage; or
- (c) birth or adoption of the employee's child.

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

ARTICLE 35 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

- 35.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.
- 35.2 Effective January 1, 1992, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines, and one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of seventy-five dollars (**\$75**) per day over and above the cost of standard ward care and one hundred percent (100%) of the cost for the following services:
- (a) charges for accommodation, for employees 65 and over, in a licensed chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation
 - (b) charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan
 - (c) charges for private-duty nursing in the employee's home by a registered nurse or a registered nursing assistant who is not normally resident in the employee's home and who is not related to either the employee or her/his dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care
 - (d) charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur (if licensed and practising within the scope of their licence) to a maximum of twelve dollars (\$12) per visit for each visit not subsidized by the provincial health plan
 - (e) charges for the services of a psychologist up to sixteen dollars (\$16) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12) per visit for all other visits
 - (f) artificial limbs and eyes, crutches, splints, casts, trusses and braces; reimbursement of 75% of the cost of specially modified shoes (factory custom) ready made, off the shelf with a limit of three (3) pairs per calendar year if medically necessary and prescribed by a licensed physician; corrective shoe inserts, if medically necessary and prescribed, up to a limit of three (3) pairs per calendar year
 - (g) rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. **A** wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. **Fifty** percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500)
 - (h) ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan

- (i) oxygen and its administration
- (j) blood transfusions outside hospital
- (k) dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan
- (l) hearing aids and eyeglasses, if required, as a result of accidental injury
- (m) charges for services of physicians, surgeons and specialists legally licensed to practise medicine which, when provided outside the Province of Ontario, exceed the Ontario health plan fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the provincial health plan
- (n) charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100)
- (o) the Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new collective agreement or following major alterations to the Plan.

35.3 Effective January 1, 1990, the Employer agrees to pay sixty percent (60%) of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a \$10.00 (single) and \$20.00 (family) deductible in any calendar year and provides for vision care (maximum two hundred dollars (\$200.00) per person in any 24-month period) and the purchase of hearing aids (maximum two hundred dollars (\$200) per person once only) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.

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

35.5 Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives her/his last pay from the Employer except as provided in section 38.3 of Article 38 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangement may be made through the Human Resources Department. The employee shall pay the full premium.

ARTICLE 36 - DENTAL PLAN

BENEFITS

- 36.1.1 This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventative services such as scaling, polishing, and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).
- 36.1.2 Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.
- 36.1.3 Effective January 1, 1992, the Employer shall pay the full premiums under this plan on the basis of eighty five percent/fifteen percent (85%/15%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty five percent (85%) based on the current Ontario Dental Association Schedule of fees.
- 36.1.4 The Employer shall pay one hundred percent (100%) of the monthly premium, for services relating to dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollar (\$3,000) for the insured employee and each eligible dependent.
- 36.1.5 Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in full-time attendance at an educational institution or on vacation therefrom and children 21 years of age and over, mentally or physically infirm and who are dependent.
- 36.2 The Employer shall pay one hundred percent (100%) of the monthly premium, for services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.
- 36.3 Effective January 1, 1992, the Employer agrees to pay one hundred percent (100%) of the monthly premiums, for services related to major restorative, with benefits equivalent to Rider 4 of the Ontario Blue Cross Plan on the basis of forty percent/sixty percent (40%/60%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee forty percent (40%) based on the current Ontario Dental Association Schedule of Fees, up to a maximum benefit of one thousand dollars (\$1,000) per year for the insured employee and each eligible dependent.

ELIGIBILITY

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

CANCELLATION

- 36.5 All coverage under this plan will cease on the date of termination of employment, including retirement.

ARTICLE 37 - SHORT TERM ILLNESS PLAN

The provisions of this Article apply to full-time regular employees.

- 37.1 For the purpose of Article 37, a day equals the daily scheduled hours of the absent employee, **as** applicable.
- 37.1.2** **An** employee who is unable to attend her/his duties due to illness or injury is entitled in each calendar year to a leave of absence with pay as follows:
- a) with regular salary for the first six (**6**) working days of absence
 - b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence.
 - c) **WHEN THE FIRST SIX (6) DAYS OF ABSENCE ARE NOT USED IN A CALENDAR YEAR, THEY MAY BE CARRIED FORWARD IN AN ATTENDANCE BANK TO A MAXIMUM OF TEN (10) DAYS. THE RESULTING BANK OF SICK DAYS MAY BE USED ONLY TO TOP UP DAYS UNDER ARTICLE 37.1.2.b. IN NO CASE SHALL THESE DAYS BE USED AS A CASHOUT PAYMENT.**
 - d) **WHEN AN EMPLOYEE HAS PERFECT ATTENDANCE FROM JANUARY 1 TO DECEMBER 31 OF A CALENDAR YEAR, THE EMPLOYEE SHALL RECEIVE A SPECIAL PAYMENT ON THE FIRST PAY IN FEBRUARY OF THE FOLLOWING CALENDAR YEAR, CALCULATED AT 7.25 HOURS TIMES THE EMPLOYEE'S BASIC HOURLY RATE AS AT PAYOUT, IN RECOGNITION OF PERFECT ATTENDANCE.**
- 37.2 **An** employee is not entitled to leave of absence with pay under Section 37.1.2 of this Article until s/he has completed twenty (20) consecutive working days of employment.
- 37.3 Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, s/he is not entitled to a leave of absence with pay under Section 37.1.2 of this Article for more than one hundred and thirty (130) working days in the two (2) years until s/he has returned to work for twenty (20) consecutive working days.
- 37.4 **An** employee who has used a leave **of** absence with pay for one hundred and thirty (130) working days in a calendar year under Section 37.1.2 of this Article must complete twenty (20) consecutive working days or one hundred and forty-five (145) hours **of** continuous employment before s/he is entitled to further leave under Section 37.1.2 in the next calendar year.
- 37.5 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer paid portion of all payments and subsidies will continue to be made.
- USE OF ACCUMULATED CREDITS**
- 37.6 **An** employee on a leave of absence under 37.1.2 of this Article may, at her/his option, have one-quarter (¼) of a day or 1.81 hours of a day deducted from her/his accumulated credits (attendance and vacation) for each such day of absence and receive regular pay.

- 37.7 **An** employee who is absent from her/his duties due to illness or injury beyond the total number of days provided for in Section 37.1.2 of this Article shall have her/his accumulated attendance credits reduced by a number of days equal to such absence and s/he shall receive regular pay for that period.
- 37.8 Section 37.7 does not apply to an employee when s/he qualifies for and elects to receive benefits under the Long Term Income Protection Plan.
- 37.9 After five (5) days absence caused by illness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer, certifying that the employee is unable to attend to her/his official duties. Notwithstanding this provision, the Employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days where for reasons of health an employee is frequently absent or unable to perform her/his duties. Following any absence caused by illness the employee may be required to provide a **PRESCRIBED** medical certificate (**SEE APPENDIX C**) indicating her/his ability to return to full duties of her/his regular position. The Employer will cover the cost of the medical certificate.
- 37.10 Employees returning from L.T.I.P. leave to resume employment in accordance with Article 37.9 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Illness Plan.
- 37.11 For the purpose of this Article twenty (20) consecutive working days of employment shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to her/his duties due to illness or injury, the days worked before and after such absence shall not be considered consecutive.

ATTENDANCE REVIEW MEETINGS

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

ARTICLE 38 - LONG TERM INCOME PROTECTION PLAN

- 38.1 The Employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection Plan.
- 38.2 The Long Term Income Protection benefit is sixty-six and two-thirds percent (66-2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustments to which the employee is entitled.
- 38.3 The Long Term Income Protection benefit to which an employee is entitled under 38.2 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for Workers' Compensation benefits paid for an unrelated disability, and such benefits are payable until recovery, death or the end of the month in which the employee reaches age 65.

- 38.4 LTIP benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.
- 38.5 Total disability means the continuous inability as the result of illness, mental disorder or injury of the insured employee to perform the essential duties of her/his normal occupation during the qualification period and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the essential duties of any gainful occupation for which she is reasonably fitted by education, training or experience.
- 38.6 The Employer will continue to make pension contributions and premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a W.C.B. award.
- 38.7 A record of employment, if required, in order to claim Unemployment Insurance sickness and disability benefits will be granted to an employee and this document shall not be considered as termination of employment.
- 38.8 Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be a full-time regular employee. If the employee is totally disabled on the date her/his insurance terminates, she shall continue to be insured for that disability.
- 38.9 If an employee has been receiving benefits and her/his disability comes back within three months of returning to full-time work, and if it is due to the same or a related cause, her/his benefits will start again right away.
- 38.10 If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with this or another employer.
- 38.11 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of her/his earnings as at the date of commencement of total disability.
- 38.12 Employees while on rehabilitative employment with the Employer will earn vacation credits as set out in Article 44 (Vacation and Vacation Credits).
- 38.13 When an employee who has been receiving or was eligible to receive L.T.I.P. benefits is able to return to full-time employment, the provisions of Article 21 (Job Security) shall apply.

ARTICLE 39 - WORKERS' COMPENSATION

- 39.1 An employee who is injured while at work or while travelling on Board's business will suffer no loss of earnings or benefits for the balance of hours on the day the injury occurred. The employee and Employer must complete a report for the Workers' Compensation Board on the day of the injury or immediately after becoming aware of the injury causing incident.
- 39.2 The employee who was injured and is covered by Article 39.1 will be covered by Short **Term** Illness Plan for the next thirty (30) days if absent from work due to such injury. These payments will be made pending an award by the Workers' Compensation Board.
- 39.3 If an award is made by the Workers' Compensation Board for the period of absence falling within the thirty (30) days following the injury, an adjustment in payments will be calculated according to the award.
- 39.4 Payments pursuant to 39.2 will be discontinued after thirty (30) days
- 39.5 The employee who has been employed with the Ontario Teachers' Pension Plan Board continuously for at least one (1) year shall retain the right to re-employment in her/his pre-injury position or a reasonably equivalent position.
- 39.6 During the first year while an employee is in receipt of an award from the Workers' Compensation Board, the Employer shall continue to maintain contributions for employment benefits in respect of the employee as if the employee continued to be employed. Any premiums payable by the employee will remain her/his responsibility. The employee's premiums may be paid in advance or by a series of post-dated cheques.

ARTICLE 40 - PREGNANCY & PARENTAL LEAVE

- 40.1 A female employee who has been employed with the Board for at least thirteen (13) weeks and who is the parent of a child, is entitled to a pregnancy leave of absence without pay following the birth of that child.
- 40.2 The pregnancy leave of absence described in Article 40.1 shall be in accordance with the provisions of the Employment Standards Act.
- 40.3.1 An employee who is entitled to a pregnancy leave under Article 40.2 and who has been employed by the Board for a minimum period of one (1) year, who qualifies under the Unemployment Insurance Act shall, upon providing the Employer with proof of eligibility for pregnancy benefits under U.I.C, be paid an allowance as follows:
- a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the regular weekly pay rate based on thirty-six and one quarter (36.25) hours for the position she held on the last day immediately prior to the commencement of the maternity leave; and
 - b) for up to a maximum of **fifteen** (15) additional weeks, payments equivalent to the difference between the sum of the weekly E.I. benefits (she is eligible for) and any other earnings received by the employee, and ninety-three percent (93%) of the regular weekly pay rate as defined in (a).

- 40.3.2 The leave of absence specified in Article 40.1 may be followed by an additional eighteen (18) weeks of parental leave. During this period of absence no compensation in terms of salary or supplement will be payable to the employee by the Board, however provisions of the Unemployment Insurance Act will **apply**.
- 40.4 If requested in writing, and no later than the end of the thirty-first (31st) week of absence, the female employee shall be entitled to an additional leave of absence without pay of up to eight (8) weeks.
- 40.5 Notwithstanding Section 40.3.1(a) and (b), where an employee assigned to a vacancy in accordance with Article 14.3.2 (Video Display Terminal) is eligible to receive an allowance under this Article, and the salary rate she was receiving on the last day worked prior to the maternity leave is less than the salary rate she was receiving on the day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for her class which she was receiving on the last day worked prior to the assignment.
- 40.6 Notwithstanding Article 32.2 (Insured Benefits Plan/General) an employee who is on pregnancy or parental leave shall have her/his benefits coverage continued during that period of leave unless s/he elects in writing not to participate in this provision.
- 40.7.1 **An** employee returning from a leave of absence under Section 40.1 or 40.5 shall be assigned to her former regular position or if the position does not exist, to a comparable position and be paid at the rate in the salary range that she had attained in the regular position.
- 40.7.2 Notwithstanding Section 40.7.1 an employee who has been assigned in accordance with Article 14.3.2 and who returns from a leave of absence under this Article, shall be assigned to a position in the same class as the position she occupied immediately prior to the assignment under Article 14.3.2 and paid at the rate in the salary range that she had attained immediately prior to the assignment under Article 14.3.2.
- 40.8 The supplemental payments referred to in Article 40.3.1 a) and b) shall be based on the regular salary as stated in that Article inclusive of any retroactive salary adjustment to which the employee shall become entitled.

ARTICLE 41 - ADOPTION AND PARENTAL LEAVE

- 41.1 **An** employee who has been employed with the Board for at least thirteen (13) weeks and who adopts a child is entitled to parental leave of absence of eighteen (18) weeks.
- 41.2 The employee adopting a child is not entitled to any remuneration from the Board during the parental leave of absence.
- 41.3 All relevant provisions of the Employment Standards Act and Unemployment Insurance Act shall apply to parental leave.
- 41.4 Provisions of Article 40.6 and 40.7.1 will apply to adoption leave.

ARTICLE 42 - BEREAVEMENT LEAVE

- 42.1.1 **An** employee who would otherwise have been at work shall be allowed up to four (4) days leave of absence with pay in the event of the death of her/his son **or** daughter.

- 42.1.2** An employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence with pay in the event of the death of her/his spouse, common-law spouse, parent, parent-in-law, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchild, step-child, **WARD OR GUARDIAN**.
- 42.1.3** An employee who would otherwise have been at work shall be allowed up to two (2) days leave of absence with pay in the event of the death of her/his grandparent.
- 42.1.4** In addition to the foregoing time off, a further period of two (2) days leave of absence with pay shall be granted to an employee whose bereavement leave requires travel of eight hundred kilometres (**800 km**) or greater.
- 42.2** An employee who would otherwise have been at work shall be allowed a one (1) day leave of absence with pay to attend the funeral of her/his aunt, uncle, niece, or nephew.

ARTICLE 43 - TERMINATION PAYMENTS

For the purpose of this Article, one (1) week of continuous employment equals thirty-six and one-quarter (36.25) hours for full-time regular employees.

- 43.1** An employee who completed a minimum of one (1) year of continuous service since January 1, 1970, and who ceases to be employed because of
- a) death; or
 - b) retirement
 - i) at age sixty-five (65)
 - ii) pursuant to benefit provisions of the employee's pension plan; or
 - c) lay-off under Article 21; or
 - d) who has completed a minimum of five (5) years of continuous service and who ceases employment for any reason other than dismissal for cause or abandonment of position under Article 20

is entitled to severance pay for continuous service which began on or after January 1, 1970.

- 43.1.1** Severance payment under Article 43.1 shall be calculated as one (1) week of salary for each full year of continuous service. When calculation of severance pay involves part of a year it shall be calculated on a percentage of the year worked.
- 43.2** The total amount of severance pay as stated in Article 43.1 and 43.1.1 shall not exceed twenty-six (**26**) weeks of regular non-overtime earnings of the employee.
- 43.3** The severance pay provisions do not apply when an employee:
- a) refuses an offer, of the Employer, of reasonable alternative employment with her/his Employer, subject to the provisions of Article 21 (Job Security)
 - b) refuses to exercise her/his seniority rights to obtain reasonable alternative employment, subject to Article 21 (Job Security)

- c) has been guilty of willful misconduct or disobedience or willful neglect of duty that has not been condoned by the Employer.

43.4 Notwithstanding Article 43.1 and 43.1.1, any regular full-time employee who begins employment with the Board on or after January 1, 1992 and who is terminated only by reason of

- a) dismissal without cause, including constructive dismissal
- b) a permanent lay-off (as defined in Article 3.1 (i))
- c) cessation of employment because of death or retirement pursuant to the benefits of the employee's pension plan after one (1) year of continuous service

shall receive severance pay.

43.4.1 Severance pay referred to in Article 43.4 shall be calculated as one (1) week of salary for each year of service up to a maximum total payment of twenty-six (26) weeks of non-overtime earnings.

43.5 No future severance payments shall be made for any year of employment for which the employee received severance payments under the provisions of Article 43.

ARTICLE 44 - VACATIONS AND VACATION CREDITS

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

- a) one and one-quarter (1-1/4) days per month during the first six (6) years of continuous service (three weeks)
- b) one and two-thirds (1-2/3) days per month after six (6) years of continuous service (four weeks)
- c) two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service (five weeks)
- d) **two** and one-half (2-1/2) days per month after twenty-eight (28) years of continuous service (six weeks)

44.2 **An** employee is entitled to vacation credits under Section 44.1 in respect of a month or part thereof in which s/he is at work or on leave with pay.

44.3 **An** employee is not entitled to vacation credits under Section 44.1 in respect of a whole month in which s/he is absent from duty for any reason other than vacation leave of absence or leave of absence with pay.

44.4 **An** employee shall begin to accumulate her/his vacation credit for a calendar year at the commencement of each calendar year subject to Article 44.10.

44.5 **An** employee may accumulate vacation to a maximum of twice her/his annual accrual but shall be required to reduce her/his accumulation to a maximum of one (1) year's accrual by December 31st of each year:

- a) where an employee is unable to reduce earned vacation to one year's accrual by December 31st due to:
 - i) illness
 - ii) total disability; or
 - iii) injury resulting in a W.C.B. award

s/he will receive a pay-out of excess vacation credits at year-end equal to the number of days forfeited

- b) where due to the Employer's unforeseen operational requirements, an employee is unable to reduce earned vacation to one year's accrual by the December 31st deadline, s/he shall be permitted to carry over into the following vacation year only those excess vacation days that could not be scheduled due to said operational requirements prior to the said December 31st deadline. It is understood and agreed that any such vacation days carried over into the following vacation year must be taken by June 30th of said following year
- c) notwithstanding Article 44.5 (a) above, an employee must take a minimum of two (2) weeks vacation during a calendar year, subject to their credit eligibility
- d) A regular, full-time employee with unused vacation entitlement, having complied with Article 44.5 (c), may elect to cash out up to one (1) week (maximum 36.25 hours) vacation each year. This election will be made in writing on or before a date to be specified by management each year for payment before the calendar year-end. The cashout will be calculated based on the employee's base hourly rate of pay at the time the payment is made.

- 44.6 On commencing employment, an employee shall begin to accumulate pro-rata vacation credits for the balance of the calendar year, but shall not be permitted to take vacation until s/he has completed six (6) months of continuous service.
- 44.7 **An** employee with over six (6) months of continuous service may, with the approval of her/his supervisor, take vacation to the extent of her/his vacation entitlement and her/his vacation credits shall be reduced by any such vacation taken.
- 44.8 Where an employee has completed twenty-five (25) years of continuous service, there shall be added, on that occasion only, five (5) days of vacation to her/his accumulated vacation entitlement.
- 44.9 **An** employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which s/he attains sixty-four (64) years of age is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which s/he attains the age of sixty-five (65) years.
- 44.10 Where an employee leaves the Employer prior to the completion of six (6) months service, s/he is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of her/his employment.
- 44.11 **An** employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standings to her/his credit at the date s/he ceases to be an employee or at the date s/he qualifies for payments under the Long Term Protection Plan as defined under Article 38, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.

44.12 **VACATION LEAVE ADVANCE**

An employee who has completed her/his probationary period shall, upon giving at least one (1) month written notice receive, before commencing vacation, an advance against the salary payments that fall due during the vacation period, based upon the following conditions:

- a) such advance shall be provided only where the employee takes at least two (2) consecutive weeks vacation
- b) such an advance shall be based on the amount equal to the employee's net regular pay in the one (1) month period immediately preceding commencement of her/his vacation leave
- c) where more than two (2) pays are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

PART C - CONTRACT EMPLOYEES

ARTICLE 45 - APPLICATION OF PART C

- 45.1 The only terms of this Agreement that apply to employees who are designated by the Employer as contract employees are those that are set out in this Part. No provisions in this Agreement other than those included in this Part shall apply to contract employees.
- 45.2 The Employer will provide to the Union, within thirty (30) days of commencement of employment a list of all new contract employees outlining their name, length of contract and rate of pay.

ARTICLE 46 - OTHER APPLICABLE ARTICLES

- 46.1 The following Articles of this Agreement shall apply to contract employees:

Article 1	-	Recognition
Article 2	-	Management Rights
Article 3	-	Definitions
Article 4	-	Check off of Union Dues subject to Article 1
Article 11	-	Rest Periods
Article 16	-	Non-Pyramiding of Premium Payments
Article 17	-	Reimbursement Rate for Use of Automobile
Article 18	-	Time Credits while Travelling
Article 19	-	Reimbursement for Meal Costs
Article 22	-	Seniority
Article 23	-	Grievance Procedure
Article 24	-	Leave - Union Activity
Article 26	-	Leave - Court Proceedings
Article 29	-	Information to New Employees
Article 30	-	Change of Address
Article 57	-	Term of Agreement

ARTICLE 47 - TERM OF EMPLOYMENT

- 47.1 A contract employee may be appointed for a period of not more than one (1) year on **the** first appointment and for not more than one (1) year on ANY subsequent appointment. **THE TOTAL TIME ON CONTRACT NOT TO EXCEED THIRTY (30) MONTHS.**
- 47.2 A person who is appointed as a contract employee for a specified period ceases to be an employee at the expiration of that period.
- 47.3 **WHERE THE SAME WORK HAS BEEN PERFORMED BY A CONTRACT EMPLOYEE, HIRED AFTER JANUARY 1, 2000, FOR MORE THAN TWENTY-FOUR (24) CONSECUTIVE MONTHS AND WHERE THE EMPLOYER ESTABLISHES THAT THERE IS A CONTINUING NEED FOR THAT WORK TO BE PERFORMED ON A FULL-TIME BASIS, THE EMPLOYER SHALL ESTABLISH A FULL-TIME, PERMANENT, POSITION. THE NEWLY ESTABLISHED PERMANENT POSITION SHALL BE POSTED IN ACCORDANCE WITH ARTICLE 7.**

ARTICLE 48 - WAGES

- 48.1 The basic hourly rate of the equivalent full-time regular class shall apply. If there is no equivalent class, the rate shall be set by the Employer provided that the Union shall have the right to negotiate the rate during the next round of negotiations for the renewal of the Collective Agreement.
- 48.2 Employees covered by this Article are entitled to the same provisions regarding retroactivity of salary revisions as those agreed upon for the full-time regular class to which they are equated.

ARTICLE 49 - OVERTIME

- 49.1 "Overtime" means an authorized period of work calculated to the nearest half-hour and performed in excess of seventy-two and one half (72.5) hours per two (2) week period.
- 49.2 Employees who work authorized overtime shall be paid at one and one-half (1-1/2) times the basic hourly rate.

ARTICLE 50 - HOLIDAY PAYMENTS

- 50.1 Four per cent (4%) of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the following holidays:
- a) New Year's Day
Good Friday
Victoria Day
Canada Day
Civic Holiday
Labour Day
Thanksgiving Day
Christmas Day
Boxing Day

and any additional public holidays as defined pursuant to the Employment Standards Act

- b) in addition to a), one (1) day off defined as a "floater" will be granted to employees for each six (6) months of consecutive employment in a calendar year. These are to be taken at any time mutually agreed upon by the supervisor and the employee and subject to operational requirements.

ARTICLE 51 - VACATION PAYMENTS

- 51.1 Four per cent (4%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

ARTICLE 52 - HEALTH & SAFETY

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

ARTICLE 53 - ATTENDANCE CREDITS AND SICK LEAVE

- 53.1 Employees who work seventy-two and one half (72.5) hours in a two (2) week period shall earn attendance credits of one (1) day for each calendar month of full attendance.
- 53.2 Attendance credits may be used for protection purposes only in the event that an employee is unable to attend her/his official duties due to illness or **injury**.
- 53.3 After five (5) days absence caused by illness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer, certifying that the employee is unable to attend to herhis official duties. Notwithstanding this provision, the Employer may require an employee to submit a medical certificate for a period of absence of less **than** five (5) days where for reasons of health an employee is frequently absent or unable to perform herhis duties. Following any absence caused by illness the employee may be required to provide a **PRESCRIBED** medical certificate (**SEE APPENDIX C**) indicating her/his ability to return to full duties of her/his regular position. The Employer will cover the cost of the medical certificate.

ARTICLE 54 - BEREAVEMENT LEAVE

- 54.1 **An** employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed leave of absence with pay of up to three (3) days in the event of the death of herhis spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward or guardian. In the event of the death of her/his sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild such employee shall be allowed a leave of absence with pay of one (1) day.

ARTICLE 55 - TERMINATION OF EMPLOYMENT

- 55.1 Employment may be terminated by the Employer at any time within the term of employment of a contract employee, with one (1) week's notice, or pay in lieu thereof.
- 55.2 Any employee who is absent from duty without official leave for a period of **THREE (3) CONSECUTIVE** working days may be declared in writing by the Employer to have abandoned herhis employment, and thereupon the person's employment is terminated and s/he ceases to be an employee.

ARTICLE 56 - APPOINTMENT AS A FULL-TIME, REGULAR EMPLOYEE

- 56.1 Where a contract employee is appointed as a full-time, regular employee and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to her/his appointment as a full-time regular employee, the time s/he actually worked may be considered to be part of her/his probationary period.

PART D - PART-TIME, REGULAR EMPLOYEES

ARTICLE 57 - APPLICATION OF PART D

57.1 Part D of this Agreement applies only to part-time regular employees who are employed for a period of less than seventy-two and one half (72.5) hours and more than twenty-seven (27) hours over a two (2) week period.

No provisions in this Agreement other than those indicated in this Part shall apply to part-time regular employees.

ARTICLE 58 - APPLICABLE ARTICLES - OTHER

58.1 The following Articles of this Agreement shall also apply to part-time regular employees:

- Article 1 - Recognition
- Article 2 - Management Rights
- Article 3 - Definitions
- Article 4 - Check off of the Union Dues
- Article 5.2 - No discrimination or harassment
- Article 6 - Joint Consultation Committee
- Article 9 - Temporary Assignments
- Article 11 - Rest Periods
- Article 13 - Health & Safety
- Article 14.1 - Video Display Terminals (VDT)
- Article 14.2
- Article 14.3.1
- Article 17 - Reimbursement rate for use of automobile
- Article 18 - Time credits while travelling
- Article 19 - Reimbursement for Meal Costs
- Article 23 - Grievance Procedure
- Article 24 - Leave - Union Activities
- Article 25 - Leave without pay
- Article 26 - Leave/Court Proceedings
- Article 27 - Leave/Military Service
- Article 29 - Information to New Employees
- Article 30 - Change of Address

ARTICLE 59 - PAY ADMINISTRATION

59.1 The basic hourly rates of part-time regular employees shall be the same as those of full-time regular employees, as per compensation rates pursuant to this Agreement.

59.2 All retroactivity provisions shall apply to part-time regular employees.

59.3 Promotion occurs when a part-time regular employee is assigned to another position in a class with a higher maximum salary than the class of her/his regular position held immediately prior to the promotion.

- 59.4 **An** employee who is promoted shall receive the rate of pay in the salary range of the new classification which is the next higher to her/his present rate of pay, except that:
- a) where such a change results in an increase of less than three percent (3%), she shall receive the next higher salary rate again
 - b) a promotional increase shall not result in the employees new salary rate exceeding the maximum of the new salary range except where permitted by salary note.
- 59.5 When a regular part-time employee is promoted, a new anniversary date is established.

ARTICLE 60 - HOURS OF WORK AND OVERTIME

- 60.1 All part-time regular employees shall work within the hours of 7:00 A.M. to 11:00 P.M. each working day (Monday to Friday) unless other arrangements are mutually agreed upon with her/his supervisor.
- 60.2 "Overtime" means an authorized period of work calculated to the nearest half hour and performed in excess of seventy-two and one half (72.5) hours over a two (2) week period. Employees' overtime shall be paid at a rate of one and one half (1.5) times their regular pay rate, except as otherwise specified.

ARTICLE 61 - STATUTORY HOLIDAYS

- 61.1 When a statutory holiday falls on a regularly scheduled working day of a part-time regular employee, s/he shall be entitled to the following holidays with no reduction in pay:

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

and any additional public holiday as defined in the Employment Standards Act.

- 61.2 The pay for the employee covered by Article 61.1 shall be based on the number of her/his regularly scheduled hours of work as if it were not a holiday.
- 61.3 Notwithstanding Article 61.1 **an** employee whose scheduled work day does not fall on a statutory holiday must meet all of the requirements as prescribed by the Employment Standards Act in order to receive compensation for that holiday.
- 61.4 Where **an** employee covered by Article 61.3 is entitled to holiday pay, such pay shall be based on one-tenth (1/10) of her/his regularly scheduled hours of work for the last regular bi-weekly pay period.
- 61.5 A part-time, regular employee who is required to work on a statutory holiday shall be compensated at two and one half (2.5) times the basic hourly pay rate for all hours worked or where mutually agreed, may receive compensatory time off for hours worked in lieu of pay.

ARTICLE 62 - VACATION CREDITS

- 62.1 Part-time, regular employees will earn vacation credits in accordance with Article 44.
- 62.2 For part-time, regular employees a day for the purpose of calculating the vacation with pay shall be equal to one tenth (1/10) of the regular scheduled work hours, over a regular biweekly pay period. In calculating this pay entitlement the number of hours in a day (as defined above) shall be multiplied by the employee's regular pay rate.

ARTICLE 63 - ATTENDANCE CREDITS (SICK LEAVE)

- 63.1 Attendance credits may be used only for the employee's protection when s/he is unable to attend her/his official duties by reason of illness or injury.
- 63.2.1 Where a part-time regular employee is absent because of illness s h e will be deducted the time used; where the employee is absent for a full day, the number of regularly scheduled hours of work for that day shall be deducted. Attendance credits are not cumulative from one calendar year to the next.
- 63.2.2 Part-time regular employees' attendance credits for any given calendar year shall be calculated at ½ day or 3.75 hours per each calendar month of full attendance. These credits shall accrue monthly subject to full attendance.
- 63.3** After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner, certifying that the employee is unable to attend to her/his official duties is forwarded to the Employer. Notwithstanding this provision, the Employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days where for reasons of health an employee is frequently absent or unable to perform her/his duties. Following any absence caused by sickness, the employee may be required to provide a **PRESCRIBED** medical certificate (**SEE APPENDIX C**) indicating her/his ability to return to full duties of her/his regular position. The Employer will cover the cost of the medical certificate.

ARTICLE 64 - POSTING AND FILLING OF VACANCIES AND NEW POSITIONS

- 64.1 When a vacancy occurs or a new, part-time position is created in the Bargaining Unit, a notice of vacancy shall be posted for five (5) working days prior to the established closing date. "Posting" includes placing of a notice on a bulletin board and/or may include other advertisements.
- 64.2 The posting shall state the nature and title of the position, salary, classification and qualifications required and the hours of work schedule. The posting shall be open to all employees.
- 64.3 A part-time, regular employee may submit applications and attend interviews for "postings" of full-time positions.
- 64.4 **An** applicant who is invited by her/his Employer to attend an interview shall be granted time off with no loss of pay or credits to attend the interview. Such time off shall not unduly interfere with the operating requirements of the Employer.
- 64.5 A part-time, regular employee who **is** successful and accepts a posted, full-time position must assume the full-time hours of work of that position.

64.6 In filling a position, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, length of continuous service shall be a consideration.

ARTICLE 65 - VIDEO DISPLAY TERMINALS (VDT)

65.1 Upon receipt of the written request specified in Article 14.3.1 the Employer shall, where possible, assign the employee to a vacancy in the Bargaining Unit, provided that she is able and qualified to perform the required duties and the maximum salary rate of the vacancy is not greater than the maximum salary rate of the class of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest maximum salary rate. The assignment of a surplus employee to a vacancy, in accordance with Article 67, shall have priority over an assignment under this section.

65.2 Where a pregnant employee is assigned to a vacancy in accordance with this Article the provisions of Article 64 shall not apply.

65.3 Where a pregnant employee is assigned under Article 65.1 to a position in a class with a lower maximum salary rate than the maximum salary rate of the class of her position, she shall be paid at a rate within the salary range of the class of the position to which she has been assigned under Article 65.1, which **is** closest to but not more than the rate she was receiving immediately prior to the assignment.

65.4 Where it is not possible to assign a pregnant employee in accordance with Article 65.1, the employee shall upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence maternity leave of absence in accordance with Article 73.

65.5 A pregnant employee who does not accept an assignment made in accordance with Article 65.1 may elect either to continue work in her original position or request leave of absence in accordance with Article 65.4.

ARTICLE 66 - SENIORITY (LENGTH OF CONTINUOUS SERVICE)

66.1 Seniority for the purpose of this Agreement shall mean the length of continuous service with the Employer and shall accumulate upon completion of a nine (9) month probationary period. It shall commence from the date of appointment to the regular part-time service or from the date on which the employee began a period of unbroken service as a contract or full-time regular employee, whichever comes first.

66.2 An employee's continuous service shall not include any period:

- a) when she is on a leave of absence without pay for a period greater than 30 days; or
- b) when s/he is in receipt of benefits under the Long Term Income Protection Plan while a full-time, regular employee; or
- c) after the first six (6) months of receipt of benefits pursuant to an award under the Workers' Compensation Act (except for any period where the benefit is fully supplemented by the employee's accumulated credits).

- 66.3** Continuous service shall be deemed to have terminated if
- a) an employee resigns or retires
 - b) an employee is dismissed, unless such a dismissal is reversed through a grievance procedure
 - c) an employee is absent without leave for three (3) CONSECUTIVE** working days
 - d) an employee is released in accordance with the lay-off provisions of this Agreement and is not rehired before the end of two (2) years.

66.4 The employer shall maintain a seniority list for part-time, regular employees showing the date upon which each employee's service commences, plus accrued seniority. **An** up-to-date seniority list shall be sent to the Union on June 30th and December 31st of each year.

66.5 Employees converting from full-time, regular employment to part-time, regular employment or vice versa shall carry over their accumulated seniority to the appropriate seniority list. All seniority is based on the length of continuous service and is not governed by hours worked.

ARTICLE 67 - JOB SECURITY

67.1 The Employer may lay-off any employee by reason of shortage of work or funds, abolition of a position or other material change in the organization. Where a lay-off occurs, the identification of a surplus employee and the subsequent assignment or lay-off shall be based on the employee's seniority. Part-time, regular employees would be subject to lay-off only if such a lay-off could not be prevented by reviewing and eliminating the contract positions in the affected area.

67.2 A part-time, regular employee who received a notice of lay-off may be re-assigned to a full-time, regular or a part-time, regular vacancy in the Bargaining Unit on the basis of her/his seniority, provided that this employee is qualified for and capable of performing the duties of the vacant position and the maximum hourly rate of pay is not greater than 3% above nor 20% below the maximum hourly rate of pay of the surplus employee's position. All of these assignments shall be conditional upon the employee's acceptance **of** the vacant position as it exists at the time, i.e. full-time work hours or part-time work hours.

- 67.3 Subject to the employee's being qualified and able to perform the duties of the position, a part-time, regular employee who has completed her/his probationary period, who has not been assigned to a vacancy and who is subject to lay-off as a surplus employee shall have the right to displace a part-time regular employee who shall be identified by the Employer in the following manner and sequence:
- a) if no employee in the same position has less seniority than the surplus employee the employer will review the position below the class of the surplus employee, in the same class series in descending order until a position is found in which an employee with the least seniority in the position has less seniority than the surplus employee. In that event, such employee will be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee
 - b) failing displacement under a) the Employer will identify positions in other class series in the Bargaining Unit, in descending order until a position is found in which an employee with the least seniority in the position, has less seniority than the surplus employee, and provided that the surplus employee is qualified to perform the work of such employee, the surplus employee shall displace that employee.

- 67.4 Notwithstanding these provisions, alternative arrangements concerning job security which may include re-training may be negotiated between the Employer and the Union and implemented by mutual consent.
- 67.5 Where a part-time, regular employee chooses to exercise the displacement option s/he must notify the Employer in writing as far in advance **as** possible but not later than two (2) weeks following the date of notification of lay-off. In the absence of the Employer receiving such a notice, the employee shall be deemed to have opted to be laid off and thus be laid off.
- 67.6 A part-time, regular employee who is laid off and who has been employed for three (3) months or more shall receive notice in writing or pay in lieu thereof as follows:
- a) 2 weeks notice - where employment is less than three (3) years
 - b) 3 weeks notice - where employment is three (3) years or more but less than four (4) years
 - c) 4 weeks notice - where employment is four (4) years or more but less than five (5) years
 - d) 5 weeks notice - where employment is five (5) years or more but less than six (6) years
 - e) 6 weeks notice - where employment is six (6) years or more but less than seven (7) years
 - f) 7 weeks notice - where employment is seven (7) years or more but less than eight (8) years
 - g) 8 weeks notice - where employment is eight (8) years or more but less than ten (10) years
 - h) 12 weeks notice - where employment is ten (10) years or more, with a copy of the notice to the Union

One week's notice pay shall be equal to the average of two (2) consecutive weeks of pay based on the employee's regularly scheduled work hours.

- 67.7 For the purpose of this Article, the provisions for posting of positions do not apply.

ARTICLE 68 - TERMINATION PAYMENTS

- 68.1 A part-time, regular employee who ceases her/his employment with the Board because of:
- a) death
 - b) retirement
 - (i) at age sixty-five (65)
 - (ii) pursuant to the provisions of the employee's pension plan; or
 - c) lay-off (subject to the lay-off provisions of Part D)

is entitled to receive severance payments for continuous service with the Board.

- 68.2 Severance payments under this Article shall be calculated as one week of salary for each year of continuous service; the maximum severance entitlement being twenty-six (26) weeks of non-overtime service.

- 68.3 Each week of salary shall be equal to the average of two (2) consecutive weeks of pay based on the employee's regularly scheduled work hours.
- 68.4 When calculation of severance pay involves part of a year, it shall be calculated on a monthly basis. Less than fifteen (15) days shall not be credited, more than fifteen (15) days shall be deemed to be a full month. A day for the purpose of this paragraph shall be a calendar day.
- 68.5 The severance provisions do not apply when an employee:
- a) refuses an offer by her/his Employer of reasonable alternative employment subject to job security provisions
 - b) refuses to exercise her/his seniority rights to obtain reasonable alternative employment under Article 67 (Job Security)
 - c) has been guilty of willful misconduct or disobedience or willful neglect of duty that has not been condoned by the Employer.

ARTICLE 69 - INSURED EMPLOYEE BENEFITS

- 69.1 The following benefits as described in the Master Policies held by the Insurers will be available to all part-time regular employees:
- a) Basic Life Insurance
 - i) the amount of coverage shall be based on projected annual earnings at part-time work hours
 - ii) the Employer shall pay one hundred percent (100%) of the monthly premium
 - b) Supplementary and Dependant Life Insurance
 - i) the employee shall be responsible for all premiums
 - c) Supplementary Health and Hospital Insurance
 - i) the Employer shall pay fifty percent (50%) of the monthly premium for this coverage
 - d) Dental Plan
 - i) the Employer shall pay fifty percent (50%) of the monthly premium for this coverage
 - e) benefits under part b), c) & d) above are optional and are subject to the employee paying her/his share of premiums through regular payroll deductions
 - f) Long **Term** Income Protection Plan
 - i) the Employer shall pay eighty-five percent (85%) of the monthly premium and the employee shall pay fifteen percent (15%) through regular payroll deductions.

69.2 It is understood that any claim and/or remedies shall be subject to the terms of the Master Insurance Policies of the Insurance Carriers, in effect at the time of the incident giving rise to the claim. The master policy numbers are as follows:

Basic Life - Manulife GL & GH 15900
Supplementary & Dependent Life - Manulife GL 15901
Supplementary Health & Hospital - Manulife GL & GH 15900
Dental - Great West Life Assurance 42155 GDC
LTIP - Manulife GH 15902

ARTICLE 70 - BEREAVEMENT LEAVE

- 70.1 A part-time, regular employee who would otherwise have been at work shall be allowed up to four (4) days leave of absence with pay in the event of the death of her/his son or daughter.
- 70.2 A part-time, regular employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence **WITH PAY** in the event of the death of her/his spouse, common-law spouse, parent, parent-in-law, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchild or step-child, **WARD OR GUARDIAN**.
- 70.3 A part-time, regular employee who would otherwise have been at work shall be allowed up to two (2) days leave of absence with pay in the event of the death of her/his grandparent.
- 70.4 In addition to the foregoing time off, a further period of two (2) days of absence with pay shall be granted to an employee whose bereavement leave requires travel of eight hundred (800) kilometers or greater.
- 70.5 A part-time, regular employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay to attend the funeral of her/his aunt, uncle, niece, or nephew.
- 70.6 The pay for the bereavement leave of absence shall be based on the employee's regularly scheduled hours of work had she/he not been granted the leave.

ARTICLE 71 - SPECIAL AND COMPASSIONATE LEAVE

- 71.1 A leave of absence with pay may be granted for not more than three (3) days per year upon:
- a) family crisis situation, where family consists of spouse, common-law spouse, child, parent, parent-in-law or other member of the employee's immediate household
 - b) a natural or accidental disaster.
- Compensation for this leave with pay shall be based on the employee's regularly scheduled hours of work for that day had the leave not been granted.
- 71.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

ARTICLE 72 - WORKERS' COMPENSATION

- 72.1 A part-time, regular employee who is injured or suffers from industrial disease, where either one arose from her/his course of employment and who is absent from work for those reasons shall receive full compensation for the day on which the injury or illness first occurred.
- 72.2 The employee and the Employer must complete a report for the Workers' Compensation Board on the day of injury if possible or as mandated by the Workers' Compensation Act.
- 72.3 Any compensation to the employee as a result of injury or industrial disease arising from her/his employment shall be subject to the award of the Workers' Compensation Board and governed by the provisions of the Workers' Compensation Act.
- 72.4 Daily hours of work for the purpose of the award shall be equal to one tenth (1/10) of the regularly scheduled hours of work for ten (10) consecutive working days immediately prior to the day of the reportable incident.
- 72.5 A part-time, regular employee who has been employed by the Ontario Teachers' Pension Plan Board continuously for at least one year shall retain the right to re-employment in her/his pre-injury position or a reasonably equivalent position.
- 72.6 During the first year while the employee is in receipt of an award from the Workers' Compensation Board, the Employer shall maintain its share of contributions for employment benefits as if the employee was actively at work. Any contributions normally payable by the employee shall remain her/his responsibility and may be paid in advance or by a series of post-dated cheques.

ARTICLE 73 - PREGNANCY - PARENTAL LEAVE

- 73.1 A pregnant, part-time, regular employee who has been employed with the Board for at least thirteen (13) weeks is entitled to a leave of absence without pay. Such a leave shall be granted in accordance with the Employment Standards Act.
- 73.2 A part-time, regular employee who is entitled to a pregnancy leave as in Article 73.1 and who has been employed by the Board for a minimum continuous period of one (1) year and who qualifies under the Unemployment Insurance Act for pregnancy benefits, shall, upon providing the Employer with proof of such eligibility, be paid an allowance as follows:
- a) for the first two (2) weeks, payment equivalent to ninety three percent (93%) of their weekly earnings based on the average of their regularly scheduled work hours for two (2) consecutive weeks immediately preceding this pregnancy leave; and
 - b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Unemployment Insurance benefits she is eligible for and any other earnings received by this employee and ninety-three percent (93%) of the weekly earnings based on the average of the regularly scheduled work hours for two (2) consecutive weeks immediately preceding this pregnancy leave.
- 73.3 The pregnancy leave may be followed by an additional eighteen (18) weeks of parental leave without pay from the Board but subject to the Unemployment Insurance Act provisions.

- 73.4 If requested in writing, and no later than the end of the thirty-first (31st) week of absence the female employee shall be entitled to an additional leave of absence without pay or benefits of up to eight (8) weeks.
- 73.5 A part-time, regular employee who is on pregnancy or parental leave under the provisions of this Article shall have her/his benefits coverage continued during this period of leave unless she elects in writing not to participate in this provision. The supplemental payments shall be based on her/his regular salary inclusive of any retroactive salary adjustments to which the employee shall become entitled.
- 73.6 Where an employee assigned to a vacancy in accordance with Article 65.1 (VDT) is eligible to receive an allowance under this Article, and the salary rate she was receiving on the first day worked prior to the maternity leave is less than the salary rate she was receiving on the day worked prior to the assignment, the allowance shall be based on the actual rate of pay for her class which she was receiving on the last day worked prior to the assignment.
- 73.7 **An** employee who has been assigned in accordance with Article 65.1 and who returns **from** a leave of absence under Article 73, shall be assigned to a position in the same class as the position she occupied immediately prior to the assignment under Article 65.1 and paid at the rate in the salary range that she would have attained in her regular position had she not been on a leave under Article 73.

ARTICLE 74 - ADOPTION - PARENTAL LEAVE

- 74.1 A part-time, regular employee who has been employed with the Board for at least thirteen (13) weeks and who adopts a child is entitled to a parental leave of eighteen (18) weeks.
- 74.2 A part-time, regular employee eligible for parental leave under this Article is not entitled to any remuneration from the Board while on this leave of absence.
- 74.3 All relevant provisions of the Employment Standards Act and the Unemployment Insurance Act shall apply to the adoption - parental leave.
- 74.4 **An** employee who is on parental leave shall have her/his benefits coverage continued during that period of leave, unless she elects in writing not to participate in this provision.
- 74.5 **An** employee returning from a leave of absence under Article 74 shall be assigned to her/his former class and be paid at the rate in the salary range that s/he would have attained in that class had s/he not been on a leave under Article 74.

ARTICLE 75 - TERMINATION OF EMPLOYMENT

- 75.1 A part-time, regular employee who is absent from duty without official leave for a period of three (3) **CONSECUTIVE** working days may be declared in writing by the Employer to have abandoned her/his position. As a result, their employment with the Employer may be terminated and she shall cease to be an employee.
- 75.2 The Employer may release from employment a part-time, regular employee at any time during the first nine (9) months of employment for failure to meet the requirements of her/his position. When a full-time regular employee who has successfully completed her/his probationary period, obtains a part-time position there would be no additional probationary period.



PART E - TERM OF AGREEMENT

ARTICLE 76 - TERM OF AGREEMENT

76.1 This Agreement covers the period from January 1, 1999 to December 31, 2001. The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing, within a period of ninety (90) days before the expiry of the Agreement, of its desire to bargain with respect to the renewal of the Agreement.

76.2 The effective date of the provisions of this Agreement shall be the date of signing of the collective Agreement except where the effective date is specified in the language of the Article in question.

DATED AT North York **THIS 17th** DAY OF **February, 2000.**

FOR **THE** ONTARIO PUBLIC
SERVICE EMPLOYEES UNION

FOR THE ONTARIO TEACHERS'
PENSION PLAN BOARD

C. Marchildon

A. Lamoureux

[Handwritten signature]

M. Murphy

Ralph Bruno

[Handwritten signature]

[Handwritten signature]

Jerry Bengma

Andrew Todd

Leah Hul

APPENDIX A

	<u>MIN</u>				<u>MAX</u>
ADMINISTRATIVE CLERK					
01-JAN-1998	15.46	15.93	16.43	16.94	17.48
01-JAN-1999	15.85	16.33	16.84	17.36	17.92
01-JAN-2000	16.25	16.74	17.26	17.79	18.37
01-JAN-2001	16.66	17.16	17.69	18.23	18.83
 CLERK 2, FILING					
01-JAN-1998	15.47	15.80	16.19	16.55	16.94
01-JAN-1999	15.86	16.20	16.59	16.96	17.36
01-JAN-2000	16.26	16.61	17.00	17.38	17.79
01-JAN-2001	16.67	17.03	17.43	17.81	18.23
 CLERK 3, FILING					
01-JAN-1998	16.97	17.40	17.82	18.27	18.71
01-JAN-1999	17.39	17.84	18.27	18.73	19.18
01-JAN-2000	17.82	18.29	18.73	19.20	19.66
01-JAN-2001	18.27	18.75	19.20	19.68	20.15
 CLERK 2, GENERAL					
01-JAN-1998	15.71	16.09	16.48	16.87	17.27
01-JAN-1999	16.10	16.49	16.89	17.29	17.70
01-JAN-2000	16.50	16.90	17.31	17.72	18.14
01-JAN-2001	16.91	17.32	17.74	18.16	18.59
 CLERK 3, GENERAL					
01-JAN-1998	17.47	17.88	18.31	18.76	19.21
01-JAN-1999	17.91	18.33	18.77	19.23	19.69
01-JAN-2000	18.36	18.79	19.24	19.71	20.18
01-JAN-2001	18.82	19.26	19.72	20.20	20.68

MIN

MAX

CLERK 4, GENERAL

01-JAN-1998	18.73	19.19	19.72	20.20	20.77
01-JAN-1999	19.20	19.67	20.21	20.71	21.29
01-JAN-2000	19.68	20.16	20.72	21.23	21.82
01-JAN-2001	20.17	20.66	21.24	21.76	22.37

CLERK 4A, PENSION SERVICES ADMINISTRATOR

01-JAN-1998	19.53	20.06	20.64	21.19	21.83
01-JAN-1999	20.02	20.56	21.16	21.72	22.38
01-JAN-2000	20.52	21.07	21.69	22.26	22.94
01-JAN-2001	21.03	21.60	22.23	22.82	23.51

CLERK 5, GENERAL

01-JAN-1998	20.46	21.03	21.65	22.29	22.95
01-JAN-1999	20.97	21.56	22.19	22.85	23.52
01-JAN-2000	21.49	22.10	22.74	23.42	24.11
01-JAN-2001	22.03	22.65	23.31	24.01	24.71

CLERK 5, ATYPICAL

01-JAN-1998	21.46	22.10	22.81	23.53	24.26
01-JAN-1999	22.00	22.65	23.38	24.12	24.87
01-JAN-2000	22.55	23.22	23.96	24.72	25.49
01-JAN-2001	23.11	23.80	24.56	25.34	26.13

CLERK 6, GENERAL

01-JAN-1998	22.44	23.17	23.94	24.74	25.55
01-JAN-1999	23.00	23.75	24.54	25.36	26.19
01-JAN-2000	23.58	24.34	25.15	25.99	26.84
01-JAN-2001	24.17	24.95	25.78	26.64	27.51

MIN**MAX****DATA ENTRY OPERATOR 2**

01-JAN-1998	15.97	16.33	16.72	17.13	17.52	17.93
01-JAN-1999	16.37	16.74	17.14	17.56	17.96	18.38
01-JAN-2000	16.78	17.16	17.57	18.00	18.41	18.84
01-JAN-2001	17.20	17.59	18.01	18.45	18.87	19.31

DATA TECHNICIAN 2

01-JAN-1998	16.14	16.55	16.97	17.40	17.93
01-JAN-1999	16.54	16.96	17.39	17.84	18.38
01-JAN-2000	16.95	17.38	17.82	18.29	18.84
01-JAN-2001	17.37	17.81	18.27	18.75	19.31

DATA TECHNICIAN 3

01-JAN-1998	17.18	17.69	18.15	18.67	19.21
01-JAN-1999	17.61	18.13	18.60	19.14	19.69
01-JAN-2000	18.05	18.58	19.07	19.62	20.18
01-JAN-2001	18.50	19.04	19.55	20.11	20.68

DATA TECHNICIAN 4

01-JAN-1998	18.48	19.01	19.55	20.15	20.77
01-JAN-1999	18.94	19.49	20.04	20.65	21.29
01-JAN-2000	19.41	19.98	20.54	21.17	21.82
01-JAN-2001	19.90	20.48	21.05	21.70	22.37

DATA TECHNICIAN 5

01-JAN-1998	20.06	20.67	21.29	22.16	22.65
01-JAN-1999	20.56	21.19	21.82	22.71	23.22
01-JAN-2000	21.07	21.72	22.37	23.28	23.80
01-JAN-2001	21.60	22.26	22.93	23.86	24.40

MINMAX**DATA TECHNICIAN 5, ATYPICAL**

01-JAN-1998	21.06	21.70	22.35	23.27	23.78
01-JAN-1999	21.59	22.24	22.91	23.85	24.37
01-JAN-2000	22.13	22.80	23.48	24.45	24.98
01-JAN-2001	22.68	23.37	24.07	25.06	25.60

DATA TECHNICIAN 6

01-JAN-1998	22.32	23.00	23.70	24.66	25.21
01-JAN-1999	22.88	23.58	24.29	25.28	25.84
01-JAN-2000	23.45	24.17	24.90	25.91	26.49
01-JAN-2001	24.04	24.77	25.52	26.56	27.15

INFORMATION OFFICER 1

01-JAN-1998	21.96	22.60	23.31	24.03	24.76
01-JAN-1999	22.51	23.17	23.89	24.63	25.38
01-JAN-2000	23.07	23.75	24.49	25.25	26.01
01-JAN-2001	23.65	24.34	25.10	25.88	26.66

INFORMATION OFFICER, 2

01-JAN-1998	26.70	27.46	28.25	29.10	29.98
01-JAN-1999	27.37	28.15	28.96	29.83	30.73
01-JAN-2000	28.05	28.85	29.68	30.58	31.50
01-JAN-2001	28.75	29.57	30.42	31.34	32.29

INFORMATION OFFICER, 3

01-JAN-1998	27.35	28.55	29.76	31.04	32.37
01-JAN-1999	28.03	29.26	30.50	31.82	33.18
01-JAN-2000	28.73	29.99	31.26	32.62	34.01
01-JAN-2001	29.45	30.74	32.04	33.44	34.86

SYSTEMS OFFICER (JUNIOR)

01-JAN-1998	17.93	18.99	20.18	21.47	22.50
01-JAN-1999	18.38	19.46	20.68	22.01	23.06
01-JAN-2000	18.84	19.95	21.20	22.56	23.64
01-JAN-2001	19.31	20.45	21.73	23.12	24.23

	<u>MIN</u>				<u>MAX</u>
SYSTEMS OFFICER 1					
01-JAN-1998	22.50	23.20	23.96	24.72	25.53
01-JAN-1999	23.06	23.78	24.56	25.34	26.17
01-JAN-2000	23.64	24.37	25.17	25.97	26.82
01-JAN-2001	24.23	24.98	25.80	26.62	27.49

SYSTEMS OFFICER 2

01-JAN-1998	25.13	26.00	26.86	27.99	29.18
01-JAN-1999	25.76	26.65	27.53	28.69	29.91
01-JAN-2000	26.40	27.32	28.22	29.41	30.66
01-JAN-2001	27.06	28.00	28.93	30.15	31.43

SYSTEMS OFFICER 3

01-JAN-1998	28.17	29.21	30.63	32.03	33.57
01-JAN-1999	28.87	29.94	31.40	32.83	34.41
01-JAN-2000	29.59	30.69	32.19	33.65	35.27
01-JAN-2001	30.33	31.46	32.99	34.49	36.15

SALARY NOTES:

- A.** An employee who occupies a Designated Position, as determined by the Board, which requires the use of a second language shall be paid a second language premium of 4% of salary earned plus overtime earned in a pay period. Such premium will be applied to the compensation rates as shown.
- B.** AN EMPLOYEE WHO OCCUPIES A POSITION DESIGNATED AS A PRESENTER, AS DETERMINED BY THE BOARD, SHALL BE PAID A PRESENTER PREMIUM OF 6% SALARY EARNED PLUS OVERTIME EARNED IN A PAY PERIOD. SUCH PREMIUM WILL BE APPLIED TO THE COMPENSATION RATES AS SHOWN.
- C.** AN EMPLOYEE WHO OCCUPIES A DESIGNATED POSITION, AS DETERMINED BY THE BOARD, WHICH REQUIRES THE EMPLOYEE TO BE ON CALL AND CARRY A BEEPER SHALL BE PAID A BEEPER PAY OF \$6/DAY MONDAY TO THURSDAY, \$12/DAY ON FRIDAY, AND \$25/DAY ON SATURDAY AND SUNDAY.
- D.** AN EMPLOYEE WHO OCCUPIES A DESIGNATED POSITION, AS DETERMINED BY THE BOARD, WHICH REQUIRES THAT THE MAJORITY OF HOURS WORKED BE OUTSIDE THE CORE HOURS SHALL BE PAID A NIGHT SHIFT PREMIUM. THE NIGHT SHIFT PREMIUM SHALL BE SIXTY (60) CENTS PER HOUR FOR EACH HOUR WORKED OUTSIDE THE CORE HOURS. SUCH PREMIUM WILL BE APPLIED TO THE COMPENSATION RATES SHOWN ABOVE.

COMPENSATION

- Year one (1999)
 - 2.50% effective January 1, 1999
 - Bonus payable from previous agreement based on 1998 performance
- Year two (2000)
 - 2.50% effective January 1, 2000
 - Bonus payable on or before July 1, 2000 based on 1999 performance
- Year three (2001)
 - 2.50% effective January 1, 2001
 - Bonus payable on or before July 1, 2001 based on 2000 performance
- Year four (2002)
 - (Time frame is outside the term of this agreement) Bonus payable on or before July 1, 2002 based on 2001 performance
 - Other compensation changes to be negotiated in the next agreement

Performance Incentive

	A 50%	B 50%
Administrative Incentive Bonus Range	Corporate Objectives 0% to 2.75%	QSI/Cost per Member 0% to 2.75%
Investment Support Incentive Bonus Range	Corporate Objectives 0% to 2.75%	Total Fund 0% to 4%

Incentive Calculation:

gross earnings (incl. O/T) x [(50% x **A**) + (50% x **B**)] = Bonus Payable

Bonuses are payable based on a percentage of the performance year's (prior year) gross earnings. Employees must have gross earnings with the Board in the performance year and the payout year. Bargaining Unit employees who leave the Board's employ prior to the payout date shall have their bonus payment reduced by 1/12th for each full calendar month not worked prior to payout.

Notwithstanding the above, an employee who is laid off or retires on pension in the period January 1st to June 30th of a payout year and who had gross earnings in the performance year, will be bonus eligible.

Corporate Objectives (A)

Each year, the Board approves a set of objectives for the following year. The Corporate Objective performance percentage ranges ~~from~~ 0 to 2.75% based on the Corporate Performance Factor as approved by the Board.

Corporate 1999/2000/2001	0.0%	1.0%	1.5%	2.0%	2.75%
Corporate Factor	Up to 0.3	0.4 – 0.8	0.9 – 1.2	1.3 – 1.6	1.7 - 2.0

QSI/Cost per Member (B*)

Ongoing Administrative Expenses Per Member Versus Budget

QSI 1999/2000/2001	+\$2.01 → \$4.00	±\$2.00	-\$2.01 or less
4.55+	1.75%	2.25%	2.75%
4.45 – 4.54	1.0%	1.5%	2.0%
4.35 – 4.44	0	0.5%	1.0%

***Performance Incentive for all bargaining unit employees with the exception of those occupying positions designated as eligible for the Investment Support Incentive.**

Total Fund Performance (B)**

Investment 1999/2000/2001	0.0%	1.0%	2.0%	3.0%	4.0%
Basis Points	-16 or less	-15 to 9	10 to 35	36 to 59	60 or more

Calculation:

Basis Points = Annual Total Fund Rate of Return adjusted for Actual Expenses

MINUS

Benchmark Rate of Return less 16 basis points

Applicable to Year 2000, 2001, and 2002

Eligible Positions (as at October 25,1999):

Support Clerk - Investment Administration
 File Clerk - Research & Economics
 Librarian Assistant - Research & Economics

Senior Portfolio Administrator - Investment Finance
 Portfolio Administrator II - Investment Finance
 Portfolio Administrator I - Investment Finance
 Portfolio Administrator Trainee - Investment Finance
 Performance Measurement Administrator II - Performance Measurement
 Performance Measurement Administrator I - Performance Measurement
 Senior Administrator, Securities Compliance - Investment Finance
 Business Systems Administrator - Investment Finance

Senior Programmer Analyst - Investment MIS
 Senior Technical Analyst - Investment MIS
 Programmer Analyst - Investment MIS
 Technical Analyst - Investment MIS
 Junior Programmer Analyst - Investment MIS
 Junior Technical Analyst - Investment MIS
 Operations Support Analyst - Investment MIS

****Performance Incentive for those bargaining unit employees occupying positions designated as eligible for the Investment Support Incentive.**

BETWEEN
THE ONTARIO TEACHERS' PENSION PLAN BOARD
(HEREINAFTER REFERRED TO AS THE "BOARD")

AND
THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 598
(HEREINAFTER REFERRED TO AS THE "UNION")

This modified flextime agreement is made in accordance with Article 10.2 (Hours of Work) of the Collective Agreement and replaces the existing Appendix B - Memorandum of Agreement between the Board and the Union.

Except as amended by this modified flextime agreement all articles of the Collective Agreement apply to the employees covered hereunder.

ARTICLE 1 - EMPLOYEES AFFECTED

- 1.1 This agreement shall apply to all full-time, regular and full-time, contract employees of the Board, in the Bargaining Unit except for employees in departments where this Agreement would interfere with operational requirements.
- 1.2 Where operational requirements necessitate alternate scheduling of employees, the Board will discuss these arrangements with the Union.

ARTICLE 2 - HOURS OF WORK

2.1 Employees may elect to work on one of the following schedules:

- Option 1: 5 days per week, provided thirty-six and one quarter (36.25) hours are worked per week
- Option 2: 4½ days per week, provided thirty-six and one quarter (36.25) hours are worked per week
- Option 3: 9 days in a two (2) week period provided seventy-two and one half (72.5) hours are worked in each two (2) week period.

- 2.2 i) notwithstanding article 1.1 - Appendix B, all full-time, regular employees electing Option 1 or Option 3 may work within the hours of 7 a.m. to 11 p.m. Each working day (Monday through Friday) subject to Article 2.1- Appendix B. If Option 2 is chosen, the full-time, regular employee may work between the hours of 7 a.m. to 11 p.m. Monday through Thursday and 7 a.m. to 5:30 p.m. on Friday
- ii) notwithstanding Article 2.2 i) - Appendix B, full-time, regular employees regular scheduled work hours shall be within the core hours unless other arrangements are mutually agreed upon with her/his supervisor. An employee who made arrangements with her/his supervisor to work outside the core hours may, upon giving four (4) weeks notice in writing, negotiate a return to core hours work, provided that operational requirements are met.
- iii) notwithstanding Article 1.1. - Appendix B, full-time, contract employees may be required to work outside the core hours.

- 2.3 Notwithstanding Article 2.2. - Appendix B, the core hours shall be 7 a.m. to 5:30 p.m. with the exception of employees who elect Option 2. For Option 2 employees the core hours shall be 7 a.m. to 5:30 p.m. Monday through Thursday and 7 a.m. to 3 p.m. on Friday.
- 2.4 Employees may elect to establish their own schedule, subject to Article 2.11- Appendix B provided the hours of operation are met.
- 2.5 Each employee, who is not otherwise absent from work due to vacation, sick leave or compensating time off shall be at work for at least four and one half (4½) or five (5) days per week or nine (9) days in each two (2) week period, depending on the Option selected.
- 2.6 Notwithstanding Articles 2.2 - Appendix B through 2.5 - Appendix B, employees who are required to attend a workshop and/or a presentation on a Friday afternoon are not required to complete all of their scheduled hours on Friday in order to allow for flexibility in travelling to such a workshop and/or presentation.
- 2.7 Notwithstanding Article 11 (Rest Periods) of the Collective Agreement, employees that elect Option 2 are entitled to a single rest period of fifteen minutes during regular hours of work on Friday mornings.
- 2.8 Lunch periods shall be a minimum of one half (½) hour duration and are without pay,
- 2.9 For employees electing Option 2 or 3, if the time off falls on a statutory holiday, the employee will be entitled to equivalent alternate time off. The alternate time off must be approved in advance by the supervisor.
- 2.10 Employees wishing to change their schedule must convey their intent to their supervisor, in writing, at least two (2) weeks in advance of the date proposed for such a change.
- 2.11 Employees and their supervisors will negotiate the schedule and the supervisors will consider and approve the requests in view of operational requirements and the employee's seniority.

ARTICLE 3 - OVERTIME

- 3.1 Authorized periods of work in excess of the approved working periods between Monday and Friday, as specified in Article 2.1 - Appendix B, will be compensated for in accordance with Article 12 of the Collective Agreement for regular, full-time employees and Article 49.1 for full-time, contract employees.
- 3.2 Notwithstanding, Article 3.1 - Appendix B, if due to operational requirements, an employee is required to work during scheduled "time off" the employee, where mutually agreed with her/his supervisor, may receive equivalent time off in lieu of overtime pay.
- 3.3 Employees are not able to accumulate their "time off" except under exceptional situations approved in advance by the supervisor.
- 3.4 Where an employee works on a holiday specified in Article 15 (Holiday Payment) of the Collective Agreement, the employee may elect payment or compensating leave under Article 15.3.

ARTICLE 4 - SHORT TERM ILLNESS PLAN

- 4.1 Employees shall be entitled to the short term illness credits as per respective Articles of this Agreement. Time absent due to illness or injury shall be calculated in accordance with Article 37 or Article 53 as applicable.
- 4.2 Where an employee is ill the employee will be deducted the time used, however, if the employee is absent for a full day the employee will be deducted the number of hours that were scheduled (minimum of seven and onequarter (7.25) hours per day with the exception of Friday a minimum of four and onequarter (4.25) hours for employees who elect Option 2.)
- 4.3 Employees may exercise their option under section 37.6 of Article 37 (Short Term Illness Plan) of the Collective Agreement by deducting twenty-five percent (25%) of the hours of absences under this section from accumulated vacation or attendance credits, rounded to the nearest one quarter (¼) hour.

For example, for an absent employee with a regularly scheduled eight hour work day, deduct 25% of 8 hours = 2 hours. If off on a 4¼ hour day, deduct 25% of 4¼ hours = 1 hour

ARTICLE 5 - VACATION CREDITS

- 5.1 Vacation credits and deduction therefrom will be calculated on an hourly basis.
- 5.2 Where an employee is on vacation, the employee will be deducted the time used, however, if the employee is absent for a full day the employee will be deducted the number of hours that were scheduled (minimum of 7.25 hours per day with the exception of Friday, a minimum of 4.25 hours, for employees who elect Option 2").

ARTICLE 6 - TERM

- 6.1 This Agreement will be effective from the date of its signing and will remain in effect for the life of the current Collective Agreement.
- 6.2 Notwithstanding Article 6.1 - Appendix B, either party, upon written sixty (60) days notice to the other party, may terminate this Agreement.

ARTICLE 7 - OTHER

- 7.1 Notwithstanding all Articles contained in this Memorandum of Agreement, an employee working under any of the flextime options will not be entitled to any greater or lesser remuneration and/or benefit than an employee working normal hours under Article 10 of the Collective Agreement.



MEDICAL CERTIFICATE

**HUMAN RESOURCES
FAX (416) 730-5346**

EMPLOYEE NAME: _____

PROGNOSIS:

MEDICAL RESTRICTIONS, IF ANY: *(please list)*

ACCOMMODATION REQUIRED, IF ANY: *(please list)*

DATE OF EXPECTED RETURN TO FULL DUTIES:

Date: _____

<i>Physician's Name (Print)</i>	
<i>Address</i>	<i>Telephone Number</i>
<i>Signature</i>	<i>Date</i>

MEMORANDUM OF AGREEMENT

BETWEEN

OPSEU LOCAL 598

(herein referred to as 'the Union')

AND

ONTARIO TEACHERS' PENSION PLAN BOARD

(herein referred to as 'the employer')

It is understood and agreed between the Employer and the Union that designated night ~~shift~~ positions **may** be scheduled outside of the core hours, **as** required. This agreement is restricted to newly created positions, and those positions that are currently in existence as night ~~shift~~ positions as **of** the date of its signing.

This memorandum of agreement may be terminated upon sixty (60) days written notice by either party.

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The following sections **apply** to OTPPB employees:

80

SECTION: A, B1-2, F1-4, G

A GUIDE TO YOUR BENEFITS

**FOR EMPLOYEES REPRESENTED BY THE
ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**



Ontario

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A GUIDE TO YOUR BENEFITS

For Employees Represented By The Ontario Public Service Employees Union

The purpose of this guide is to help you understand what benefits are available to you as an employee in the Ontario Public Service (OPS), and how to make claims. The OPS benefits outlined here are the result of negotiations between the Ontario Public Service Employees Union (OPSEU) and the Ontario Government, and are included in the Collective Agreement signed by these two parties. The guide informs you of the different benefit plans, but it is not a legal document. If there is any difference between what the guide says and the group policies issued by the insurers, Confederation Life Insurance Co., or Great West Life Assurance Co., the insurers will follow the group policies in deciding claims.

Please contact your Ministry Benefits Coordinator for additional information on any of the benefits described in this guide.

Group Policy Numbers:

Confederation Life Insurance Co.

GL & GH 15900: - Basic Life Insurance Plan
- Supplementary Health and Hospital Insurance Plan

GL 15901: - Supplementary Life Insurance Plan
- Dependant Life Plan

GH 15902: - Long Term Income Protection Plan

Great West Life Assurance Co.

#42155GDC: - Dental Insurance Plan

DEFINITIONS

Benefits: Money or services that you have a right to receive from an insurance company or other benefit plan.

Calendar Month: Starting from the first day of the month and ending the last day of the month.

Calendar Year: A year starting from January 1 and ending December 31.

Claim: Demand for money from your insurance company for payment of benefits.

Consecutive months: One month following after another with no breaks in between.

Convert: To change your insurance from a group policy with the OPS into your own individual policy.

Coordination of benefits: A group health insurance policy designed to enable payment of benefits, usually to 100% of cost, when you are insured under two plans; ie: you and your spouse both have family coverage.

Coverage: Protection by insurance.

Deductible: Amount of money below which the insurance company will not pay. For example, if you have a \$200 deductible, you must pay for anything less than \$200 yourself. If the expense is more than \$200 you pay \$200 and the insurance company pays the rest.

Dentist: A person who legally practises dentistry, dental surgery, or both. The dentist must be licensed by the licensing authority of the jurisdiction where the treatment is given.

Dependant Child:

The child must be unmarried, and one of the following:

- a natural or legally adopted child of yours;
- * a child living with you during the time of adoption probation;
- a child of your husband or wife, who is also your child;
- * a child living with you and supported solely by you, and who is your relative by blood or marriage, or is under your legal guardianship.

The child must be less than **21** years old, unless he or she is a full-time student at an accredited institute of learning. For the Dependant Life benefit, the child must be at least 14 days of age. Full-time students are considered dependants until their **26th** birthday. Children with physical or mental handicaps are covered after the age of **21**, if they were insured as dependants all the time up to the age of **21**, and if they are not capable of self-sustaining employment.

These benefits do not cover dependants who are:

- * already insured under this plan as an employee;
- * foster children;
- living in another country than the employee (if the child is a full-time student, talk to Confederation Life for information);
- * working more than 30 hours a week (unless they are also full-time students).

Eligibility requirements: Conditions that must be satisfied to be able to take part in a plan, and obtain a benefit.

Employee: A person who is a full-time or part-time civil servant or seasonal employee who is a resident of Canada or is a Canadian resident who is temporarily assigned outside of Canada.

Orthopaedic Shoes (factory made) Orthopaedic shoes which have had some additional changes made to fit the employee's particular medical needs as prescribed by a doctor.

Physician (Doctor):

A person who legally practises medicine, surgery, or both.

The physician must be licensed by the licensing authority of the jurisdiction where the treatment is given.

Premium: Money paid to the insurance company for insurance coverage.

Prescription drugs and medicine:

Prescription drugs **must** be:

- * necessary;
- prescribed by a physician or dentist for the treatment of an injury or illness;
- dispensed by a licensed pharmacist, physician, dentist, or surgeon legally allowed to dispense such drugs;
- registered under a Drug Identification Number.

Note: Over-the-counter drugs such as Pepto Bismol are not covered by this plan, even though they may be prescribed.

Pro-rated

Entitlement or Cost: An entitlement or cost determined by the ratio of your part-time schedule compared to a full-time employee schedule.

Psychiatric treatment:

Treatment by a specialist in neurology or psychiatry, as well as treatment by any other legally licensed physician for a condition caused by a nervous disorder.

Retroactive change: A backdated change. For example, if you have an increase in pay in March that is retroactive to January, you will be paid the increase for January and February, as well as all the time after that, provided you worked in January.

Spouse:

A spouse is a person who is:

- * legally married to the employee; or
- * although not legally married to the insured employee, cohabits with the employee as husband and wife or as lesbian or gay partners.

Total disability:

Continuous inability, caused by illness or injury, to do the essential duties of:

- * the employee's normal job during the first 30 months after the date of the disability;
- * any job which the employee is reasonably fitted for by education, training, or experience, after the 30 month period.

To be considered totally disabled, the person must be undergoing treatment by a physician, and must not be employed for wages (except for Rehabilitative Employment, as discussed in Section B of this guide).

SHORT FORMS

CPP	Canada Pension Plan
LTIP	Long-Term Income Protection
ODA	Ontario Dental Association
OHIP	Ontario Health Insurance Plan
OPS	Ontario Public Service
OPSEU	Ontario Public Service Employees Union
SFLP	Self Funded Leave Plan
SH&H	Supplementary Health and Hospital
STSP	Short-Term Sickness Plan
UI	Unemployment Insurance
WCB	Workers' Compensation Board

SECTION A: AN OVERVIEW

What Benefits Are Available For OPS Employees?

For OPS employees in the Ontario Public Service Employees Union (OPSEU) three kinds of benefits are available:

1. **Benefits required by law;**

Canada Pension Plan (CPP);

Unemployment Insurance (UI);

Workers' Compensation (WC).

2. **Insurance:**

Life Insurance;

Supplementary Health and Hospital Insurance (SH&H),
(including Vision Care and Hearing Aid Coverage);

Dental Plan;

Long-Term Income Protection (LTIP).

These insurance plans are paid for by you and the employer. If you wish, you can buy optional benefits, such as supplementary life insurance and dependant life insurance.

3. **Other benefits:**

Short-term Sickness Plan (STSP);

Vacation;

Leaves of Absences;

Termination Benefits;

Death Benefits.

You **do** not have to pay for these benefits.

For **Full-time employees**, participation is compulsory for all benefits except Supplementary and Dependant Life.

For **Part-time employees**, you are covered for the same kinds of benefits as full-time employees however, since you work on a part-time basis (i.e. at less than a full-time employee schedule) there are some differences in the entitlements and procedures related to some of your benefits. See each benefit section for details.

For **Seasonal employees**, you are covered by the same kinds of benefits as classified employees in the bargaining unit, but there are some differences. See each benefit section for details.

Which benefits need a waiting period before I am eligible?

For the following plans you must be employed for at least two months of continuous service before coverage begins:

- * Life Insurance Plans;
- Long Term Income Protection;
- * Supplementary Health and Hospital Plan;
- * Dental Plan.

Coverage begins on the first of the month, whether it coincides with or follows your two months of continuous service.

What happens if I am ill when coverage is supposed to take effect?

The effective date of coverage will be delayed until after you have returned to work for at least one full day.

Other waiting periods:

- Short-term Sickness: after 20 consecutive days of work;
- * Termination Payments: You must have worked continuously for:
 - at least one (1) full year in order to be eligible for termination pay benefits upon retirement at age 65, disability, lay-off, or death;

- five (5) consecutive years to be eligible for termination pay benefits upon termination for any reason other than dismissal for cause or abandonment of position.

What happens to my benefits when I take a leave of absence?

It depends on whether you are on a leave with or without pay. If you are on a leave with pay (vacation, WCB, short-term sickness), your coverage will stay the same. If you are on a leave without pay for one calendar month or more (except when you are on pregnancy or parental leave), you must pay the whole monthly premium yourself to keep your coverage.

How do I make a claim?

Just fill out a claim form and send it with proof (explained in the form) to the insurance company. The claim forms are available from your benefits coordinator.

For dental claims:

Great West Life Assurance Co.
P.O. Box 4083, Station A
Toronto, Ontario
M5W 1M8

For other claims:

Confederation Life Insurance Co.
321 Bloor Street East
Toronto, Ontario
M4W 1H1

Does it matter how long I wait to make a claim?

There are time limits about when to make a claim. These are:

- * by the end of the calendar year following the year of the expense for all health expenses;
- * 90 days for SH&H and dental claims, if you ended your coverage (because of resignation, death, transfer from bargaining unit to management, etc.);

- * two years, if you become totally disabled and you are making a claim for waiver of your Basic, Supplementary or Dependant Life Premiums.

How are claims processed?

You pay the doctor or dentist yourself, and then make a claim to the insurance company. The company will then mail you a cheque for eligible expenses.

Note that the cost of staying in private or semi-private rooms (to a maximum of \$75 per day) in an Ontario hospital is paid directly by the insurance company. Be sure to give the hospital your plan certificate number, even if it is your dependant who is hospitalized. Employees are responsible for costs above the \$75 limit.

How do I arrange my claims with my spouse?

This depends on whether you and your spouse are in the same plan, and whether you are making claims for dependant children.

Same plan as spouse

If you and your spouse are in the same plan, the insurance company will coordinate the payment of your benefits. You will only need to make one claim. When you make a claim, the person whose birthday is first must fill out the form, and include the spouse's name and social insurance number. This will tell the insurance company that you and your spouse are in the same plan. The insurance company will work out the two claims and send a cheque to each of you.

Different plan than spouse

If you and your spouse have separate plans, send a claim to both plans:

- If it is you who need to make the claim (either for yourself or for your dependant children), send the claim to your insurance company and keep a copy. After you receive the money, your spouse should send a claim to his or her company, along with the copy of your claim and proof that it was paid.

- * If your spouse is making the claim (either personally or for the children), he or she should send a claim to his or her company, and keep a copy. Then you send a claim to your company along with a copy of your spouse's claim with proof that it was paid.

Different plans cover you for different things, so the **two** plans will pay different amounts depending on their rules. The **two** plans together may pay back the whole amount you spent, but they will not pay you more money than you spent.

Claims for Dependant Children

If both parents are insured for dental or SH&H benefits, the parent whose birthday comes first in the calendar year will be the first to make the claim. It does not matter whether both parents are in the same or separate plans.

Are premiums taxable Income?

Only premiums for basic life insurance coverage over \$25,000 (paid by your employer) are taxable.

Are benefits taxable?

It depends on the benefits. Benefits for total disability or rehabilitative employment from LTIP are taxable.

Benefits are not taxable if your disability or what caused your disability happened before January 1, 1974.

How do I make an appeal?

If you feel that Confederation Life or Great West Life has improperly denied a claim that you made, you can ask for a review by the Joint Insurance Benefits Review Committee. Send all the information about the claim to:

Benefits Counsellor
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3V 3P8

SECTION B: HEALTH INSURANCE BENEFITS

1. Dental Insurance Plan

Your plan pays:

- * 85% of basic dental care costs;
- * 50% of denture costs for you and your dependants, with a lifetime maximum of \$3,000;
- 50% of orthodontic costs for children only (aged 6-18): up to \$3,000 per child, per lifetime;
- * 40% of costs for major restorations, up to \$1,000 a year for you and each dependant.

Premiums for the Dental Plan are paid fully by the OPS. Your coverage is based on the current fee rates set out by the Ontario Dental Association (ODA) at the time the dental work was done. If your dentist charges more than those rates, you must pay the rest yourself.

What do Basic Dental Care Services include?

- * Dental check-ups: complete check-ups every three years, and recall check-ups every six months;
- * X-rays: bite-wing x-rays every six months; complete full mouth x-rays every two years; panoramic x-rays every three years;
- * Preventative services: teeth cleaning, fluoride treatment, and instructions on good dental care every six months;
- * Restoration: amalgam, silicate, acrylic, and composite fillings; retentive pins, in conjunction with minor restorations;
- * Surgical work: removal of erupted teeth; surgical removal of teeth;

- Related general services: denture repairs, re-lines and re-bases; in-office drugs and injections; general anaesthesia; professional advice and visits;
- * Prosthodontic services and repairs: in-office lab charges;
- * Limited endodontic services: pulp capping, pulpotomy, root canal therapy, apexification, periapical services, root amputation; hemisection; bleaching; intentional removal and apical filling;
- Limited bridgework: repairs to existing bridgework, not earlier than three months after it was put in;
- * Periodontal work: surgical, non-surgical, and related periodontal services.

What do denture services include?

- * Complete dentures or overdentures, upper and lower, once every three years;
- * Partial dentures, once every three years;
- * In-office lab charges and diagnostic costs, if related to the work covered by the dental plan.
- Replacement of existing dentures provided the existing dentures are at least three (3) years old.

What do Major Restorative Services include?

- Gold foil and metal inlay restorations;
- * Retentive pins in conjunction with major services;
- * Inlay, porcelain:
- Crowns:
- Metal transfer coping:
- Post and core;
- Bridgework (fixed, once every three years): evaluation, pontics, retainers(inlay/onlay), repairs, splinting, retentive pins

in abutments, and provisional coverage during extensive restorations.

What do orthodontic services include?

These services (available for dependant children between the ages of 6-18 only) include:

- Observation and adjustment;
- * Orthodontic appliances (braces);
- Preventative services;
- Diagnostic services;
- In-office lab charges, when related to the work covered by the dental plan.

Orthodontic treatment is usually given over a long time, so your Dental Plan will pay your claims monthly or quarterly.

What things are not covered by the dental plan?

Covered Dental Expenses do not include and no payment is made for:

- * services to which the patient is entitled without charge or for which there would be no charge if there were no insurance.
- * services or portion thereof provided under any government sponsored hospital or medical care program.
- * services furnished without charge or paid for directly or indirectly by any government or for which a government prohibits payment of benefits.
- * cosmetic treatment (other than polishing of teeth), experimental treatment, porcelain crowns on molars.
- * expenses of dental treatment required as a result of war or of engaging, voluntarily or involuntarily, in a riot or insurrection.
- * charges for missed or broken appointments or for completion of claim forms required for the payment of a claim.

Do I have to send in a treatment plan before I file a claim?

Only if the dental work will cost more than \$200 or you are unsure of the extent of coverage. The insurance company will then consider the Treatment Plan as if it were a claim, and will tell you how much you would be paid. You then will know how much you have to pay for yourself, and can decide whether to go ahead with the treatment. If you do not begin treatment within 90 days after the company has written back to you, you must send in a new Treatment Plan.

When does my dental insurance plan coverage end?

Dental plan insurance ends on the date of your resignation or termination of employment.

2. Supplemental Health and Hospital Plan (S &H)

What does the SH&H Plan offer?

The SH&H covers almost all kinds of expenses not included under OHIP: drugs, hospital care, out-patient treatment, nurse care, psychological treatment, artificial limbs, hospital equipment rentals, ambulance services, hearing aids, glasses and vision care, and more.

If you are no longer insured under OHIP because you do not live in Ontario for at least four consecutive months in each calendar year, SH&H will pay your expenses as if you were covered by OHIP.

How much of my drugs will be covered by SH&H?

SH&H will pay 90% of the cost of all necessary drugs prescribed by a doctor, for the treatment of an injury or illness, including insulin for diabetes.

What other expenses are covered?

- Hospital care: for private or semi-private room and board, up to \$75 a day over the cost of standard ward care.

- * For employees age 65 and over, charges for semi-private or private accommodation in a licensed chronic or convalescent hospital: up to \$25 per day and limited to 120 days per calendar year.
- Out-patient treatment: charges made by an approved hospital for out-patient treatment and not covered by OHIP (except for doctors, and special nursing fees).
- Registered nurse care: charges for nursing in your home by a registered nurse or nursing assistant by a person not normally living in your home, so long as the care can only be properly given by a nurse or nursing assistant. The service must be approved by a physician as necessary to the employee or dependant's health care.
- Being taken by ambulance to the nearest hospital, except what is covered by OHIP, in accordance with the schedule established by the Ontario Medical Association.
- * Diagnostic procedures, radiology, blood transfusions, oxygen and its administration.
- * Purchase of a wheelchair provided the attending physician has recommended and approved the purchase and if the rental cost would exceed the purchase price.
- * Rental of wheelchair, hospital bed, or respirator/ventilator, for temporary use.
- * Wheelchair repairs and modifications: 50% of the cost, up to \$500 for each repair.
- * Artificial limbs and eyes.
- * Crutches, splints, casts, trusses, and braces.
- * There is a limit of \$25,000 per lifetime for the costs of organ transplants.
- * Dental services and supplies: charges made by a dental surgeon within 24 months after an accident. This includes replacing natural teeth, (as long as they were in good condition before the accident), and setting a fractured or dislocated jaw.

- * 25% of the cost of an "Apnea Monitor" if it has been approved in advance under the Assistive Devices Program for infants at risk of Sudden Infant Death Syndrome.
- * Treatment by a physician, surgeon or specialist (Doctor's charges) when provided outside Ontario for any expense in excess of the amount covered by OHIP, according to the OMA fee schedule.

The following limited expenses are also covered:

- * Chiropractor, osteopath, naturopath, podiatrist, and speech, massage, or physiotherapist: up to \$12 per visit if you have used up your OHIP benefits to cover services from these specialists.
- * Out-of-hospital psychological treatment: SH&H will cover charges for the services of a psychologist up to \$16 per half hour for individual psychotherapy and/or testing, and \$12 per visit for all other visits.
- * Custom-made orthopaedic shoes as prescribed by a physician:
 - 75% of the cost of three pairs of shoes or boots in any calendar year; or
 - 75% of the cost of inserts (up to three pairs per calendar year).
- * Off-the-shelf orthopaedic shoes (factory custom) as prescribed by a physician:
 - 75% of the cost of **customized stock shoes, modified to accommodate the person's particular medical needs** (up to three pairs a calendar year);
 - 75% of the cost of corrective shoe inserts (up to three pairs a calendar year).
- * Podiatry (foot surgery): Surgery performed by a podiatrist in his or her office is covered up to \$100 in a calendar year.
- * Vision (Eye) Care:
 - SH&H will pay up to \$200 per person in a 2 year period, which begins the day you make a purchase. This

expense includes the cost of repairs but excludes the cost of sun glasses.

- If you need contact lenses or glasses after cataract surgery, you will get up to \$50 per eye.
 - If you need glasses due to an injury, SH&H will pay 100% of the first pair.
- * Hearing aids:
- Some of the cost of hearing aids is covered by the Ministry of Health Assistive Devices program. The rest of the cost is covered by SH&H, with a lifetime limit of \$200. SH&H will pay 100% of the first hearing aid needed due to an injury.

There is a \$10 deductible each calendar year for vision care and hearing aid coverage. For families, the deductible is \$10 per person, but no more than \$20 altogether. Your employer pays 60% of the monthly premiums for these two benefits, and you pay the other 40% out of your pay.

Does the plan provide coverage for out-of-country travel?

Yes. If you are travelling outside of Canada on either business or pleasure, the plan will provide coverage for emergencies or unexpected illness that require medical attention or hospital care.

Payment is made for the difference between reasonable and customary charges and the amount paid by OHIP. However, there is a limit on the extra cost of private or semi-private accommodation over the standard ward care (just as there is in an Ontario Hospital). The limit is the daily room and board maximum of \$75 (Can).

The plan also provides coverage for physicians' fees for treatment related to your emergency or unexpected illness while travelling outside the country. The plan will cover the cost in excess of the amount covered by OHIP, according to the OMA fee schedule.

What kinds of claims are not covered under the SH&H Plan?

You will not be covered for health claims resulting from:

- * a disability for which you are not under the continuing care of a physician (doctor);
- * charges for hearing aids, eye glasses, routine eye examinations and dental services and supplies (except as specified earlier in this section);
- * any disability for which you are entitled to Workers' Compensation benefits;
- * travel for health, periodic health examinations, or examinations required for the use of a third party;
- charges made by your doctor to cover his/her travel-time costs, broken appointments, transport costs, room rental costs, or for providing advice by telephone or other methods of telecommunication;
- * cosmetic surgery or treatment which is classified as such by Confederation Life, unless such treatment is for accidental injuries. (Such treatment must commence within 90 days of an accident);
- * bodily injury resulting directly or indirectly from insurrection, war, service in the armed forces of any country or participation in a riot, unless you are obeying the instructions of the employer;
- expenses covered by a provincial health or hospital plan, whether or not you or your dependant(s) are enrolled in either of these plans;
- * expenses covered by any other insurance plan or policy to the maximum allowed by that plan or policy;
- the difference between a charge made by an Ontario physician and the maximum charge allowed by the Ontario resident's provincial health plan;
- * contraceptives, except for oral contraceptives or intrauterine devices;

- * charges for delivery of prescription drugs;
- * services or supplies needed for sports or recreation.

When does this coverage end?

Coverage ends on either:

- the last day of the month in which you cease employment for reasons other than total disability;
- * the date you join the armed forces of any country on a full time basis;
- the last day of the month in which you are no longer an employee, as defined;
- the day you are on an approved leave of absence without pay over 30 days and choose not to pay the required premium;
- * the day you die.

What happens if I'm totally disabled when my SH&H coverage ends?

If you are totally disabled when your SH&H coverage terminates, benefits for such disability will be payable, as long as you remain disabled, up to a maximum period of six months after termination.

If one of your covered dependants is hospitalized when your insurance terminates, benefits will be payable in the same manner as your own, or until your dependant is discharged from the hospital, whichever is earlier.

Payment will be made for pregnancy-related eligible expenses if you or your dependant are pregnant on the date coverage would normally cease, up to the date of delivery.

Extension of your health care benefits will cease if the Policy should terminate.

3. Sick Leave Insurance Plans

What kinds of sick leave are there?

There are five kinds of sick leave coverage:

- * Short-term Sickness Plan (STSP)
- * Long-term Income Protection (LTIP)
- * Unemployment Insurance (UI)
- Canada Pension Plan Disability Benefit (CPP)
- * Workers' Compensation (WC)

STSP BENEFITS

What happens if I am sick and cannot come to work?

If you cannot work because of sickness or injury, STSP pays your income for up to six months of time away (continuous or not) for each calendar year. STSP will pay all of your salary for the first six days, and 75% of your salary for the next 124 days.

Can I "Top UP" the 75% STSP benefit?

You can use credits (attendance, vacation, etc.) to top up your STSP benefit to 100% of your salary. Once LTIP benefits begin, you can stop using your attendance credits. But it may be to your financial advantage to use your credits day by day, and put off the start of the LTIP payments. That way you will be paid at 100% of your pay until your credits are exhausted.

What happens if I am absent into the next calendar year?

You will be paid what is left of your STSP benefits from the last year. You will not be eligible for a full year's benefits until you have worked for 20 consecutive days. Each year your benefits will be renewed so long as you have worked the 20 consecutive days.

job

What happens to my other benefits when I get STSP benefits?

They will all stay the same.

LTIP BENEFITS

What if I become totally disabled for longer than six months?

You can apply for LTIP benefits. LTIP benefits begin after a six month qualifying period of continuous total disability, provided proof of disability is submitted within six months following the qualifying period. The benefits are paid every month and they are 66 2/3% of your gross salary (your pay before the deductions are taken off). They are based on what your salary was on your last day of work, including any retroactive changes to that salary.

When does LTIP coverage begin?

Your coverage begins on the first day of the calendar month after you have been working two continuous months.

How do I apply for LTIP?

Talk to your benefits coordinator before the end of the fourth month in which you have been totally disabled. You should apply for LTIP even if your disability is expected to go on for only a little longer than six months. Claim forms are available from your employer. You must complete certain portions of the form and your doctor must complete the attending physician's statement. Once the form is completed, it should be sent to Confederation Life.

In order to be eligible for payment, LTIP claims must be submitted no later than six months following the qualifying period.

Who pays the LTIP premium?

The premium is paid each month, and the payments are shared by you and the employer. You pay 15% of the premium. If you

make a claim and it is approved, you do not have to pay LTIP premiums after you start getting the benefits.

In the first year that you become eligible to receive LTIP benefits, the amount of premiums paid by you is tax deductible. Your ministry's financial payroll unit can tell you the amount you can claim.

How long will I get LTIP benefits?

As long as you qualify for LTDP, you will get LTIP benefits until you recover from your sickness, or until the end of the month in which you turn 65, or until your death, whichever comes first. LTIP benefits will extend beyond your termination date, provided you became disabled while you were still insured subject to the maximum benefit period. Benefits will continue to be paid according to the contract provisions, regardless of the subsequent termination of the Group Policy. Confederation Life reserves the right to require that while you are in receipt of benefits you provide proof of the continuance of total disability, and submit to an examination by Confederation Life's medical advisors when requested.

What kinds of claims are not covered under the LTIP plan?

You will not receive payment for claims resulting from the following:

- disabilities for which you are not under continuing medical supervision and treatment considered satisfactory by the insurer;
- * intentional self-inflicted injuries causing disability, whether you are judged sane or insane at time of such self inflicted injury;
- * disability or injury as a result of an act of war, armed forces service, civil commotion, or participation in a riot, unless you are performing the normal duties of your job in accordance with the employer's instructions.

Note to female employees: LTIP benefits are not paid for any disability during any period of time in which you are on pregnancy leave and receiving U.I. benefits.

What happens to my other benefits when I net LTIP benefits?

Your other benefits will stay the same, as long as you are totally disabled until you turn 65. You will be refunded any basic or supplementary life premiums you paid between the day you became disabled and the start of LTIP benefits.

Will the other benefits I get affect my LTIP payments?

The amounts received in disability related benefit payments from the following plans will be deducted from your LTIP payments.

- * CPP disability benefit payments, including benefits for your dependants but excluding benefits paid directly to such dependants;
- * WC benefits, excluding benefits payable for an unrelated disability;
- * Public Service Pension Fund benefits;
- * early retirement benefits payable from the CPP or the Quebec Pension Plan;
- * earnings recovered through legal action against another person or corporation, in accord with Third Party liability provisions;
- * disability benefits payable under any other government plan excluding UIC;
- * income replacement indemnity payable under any automobile insurance plan or policy;
- * earnings or payments from any employer.

What are the **Third** Party Liability provisions?

If you have a cause of action against a Third Party for income lost as a result of your disability, the LTIP benefit will be payable as specified. However, prior to the commencement of payments, you will be required to complete a Reimbursement Agreement/Direction form, agreeing to reimburse Confederation Life. The amount to be reimbursed will not exceed the amount of benefits paid by Confederation Life.

Full details concerning terms and calculation of reimbursement are as set out in the Agreement.

Please contact your ministry benefits coordinator for full details and assistance.

What happens if my disability comes back after my LTIP benefits end?

If you cease to be totally disabled at any time during the qualifying period and become disabled again, due to the same cause, within 2 weeks, the qualifying period will be extended by the number of days during which you cease to be disabled.

If you have been receiving benefits and your disability comes back within three months of returning to full-time work, and if it is due to the same or a related cause, your benefits will start again right away.

Can I be paid for doing rehabilitative work and still get some of my LTIP benefits?

Yes, if you were already getting LTIP benefits, or were approved to get LTIP benefits. But talk to your benefits coordinator, since there are some other rules about this.

When does this coverage end?

Coverage ends on the earliest of the following events:

- * on the last day of the month in which you cease employment;
- * on the date you join the armed forces of any country on a full time basis;
- * on the last day of the month in which you are no longer an employee, as defined;
- * on the day you are on an approved leave of absence without pay for more than 30 days and choose not to pay the required premium;
- * when you reach the age 64 years and 6 months of age;
- * on the day you die.

UI BENEFITS

What are UI's benefits for sickness?

UI will give you up to 15 weeks of benefits if you are absent from work because of sickness. But you must have used up your

STSP benefits and any attendance credits, and you must not yet be getting LTIP benefits.

Am I Covered By UI In Other Situations?

Yes. UI Coverage is also available in the following situations:

- pregnancy or parental leave;
- * unemployment: up to 50 weeks benefits.

Your eligibility to receive these benefits and the amount you are entitled to depends on:

- the number of hours you work per week;
- your salary level;
- the length of time you were employed.

Do I have to pay any premiums for this coverage?

Yes. You and your employer are required to pay the UI premiums set by the federal government.

Where do I apply for UI benefits?

If you qualify you should send your application immediately to the Canada Employment and Immigration office nearest you. A Record of Employment form, completed by your employer, should be sent with your application or, if not available at the time, as soon as possible afterwards.

CPP BENEFITS

What Is the CPP disability benefit?

This is a federal plan, run by Health and Welfare Canada; it pays benefits for physical or mental disability. You must have paid money into CPP for at least two of the last three years, or five of the last ten years to be eligible. Get in touch with your local Health and Welfare office to find out more.

**SECTION C: WORKERS' COMPENSATION
(For Classified Staff Only)**

What is WC?

WC is a type of insurance to provide for people who cannot work because they were injured on the job or developed a disease which is related to their work. The money paid by WC is called an award. The Workers' Compensation Board (WCB) approves claims and decides the amount of award. The amount of the award is based on what you were earning before you were injured. As soon as you start to work for the OPS you are covered by WC.

What kind of injury is considered to be caused by work?

If an injury or illness is caused by work it is "work related. This means that it is directly caused by something you were hired to do, or something you were reasonably expected to do in your job. To be able to collect WC benefits, you must have been injured during work hours and at work. If you are not at work when you are injured, you must be doing something that is related to your job, which your boss knows you are doing and has allowed you to do.

What kind of illness is considered to be caused by work?

An illness caused by work is called an industrial disease. The Workers' Compensation Act has a list of diseases that are covered. If you think you have an industrial disease, contact your doctor. If your doctor thinks you have an industrial disease he/she will notify the WCB on your behalf. Each claim is decided on its own merits.

What should I do if I am injured at work?

If you are hurt in an accident at work, get first aid treatment right away. Report the details of the accident to your supervisor as

soon as possible, even if you don't need **more** treatment. That way, if you need to apply for **WC** later, there will be a record of the accident. Your supervisor will send in a Form 7 to the WCB if you are unable to work or you need to see a doctor because of your accident.

If you need to see a doctor, ask your supervisor for a **WCB Treatment Memorandum (Form 156)** to give **to** the clinic or doctor who will treat you. The form says that your injury was **work** related.

You can choose which doctor you see, but once you have chosen, you must get permission from the **WCB** to change to another doctor.

Do I get paid if I lose time from work on the day I am injured?

Yes.

Do I get paid while I am waiting for the WCB to decide on my claim?

You will get your regular pay for 30 days, or until your claim is approved, whichever is earlier. If the claim is not approved, you will be paid out of the Short-term Sickness Plan. If you use up more money from the STSP than is allowed to you, you will owe this money to your employer.

How long does my salary last if my claim is approved?

For each **WC** claim, your salary lasts for either:

- three consecutive months; or
- * up to **65** intermittent working days; or
- while you are "topping up" your award.
(see question below)

What happens when my salary stops?

You will begin receiving payments directly from the **WCB**.

What happens if I am entitled to a change in salary for the time which I was/am off work on a WC claim?

You should remind your supervisor to notify the WCB of the change in salary, only if the salary revision is effective on or before the date of your injury.

What is a Temporary Total Disability Award?

A Temporary Total Disability Award is an award which is paid in the event you cannot work at all for a temporary period of time. This award pays a portion of your income for up to one year (90%). The maximum amount that can be paid is adjusted each year to keep up with inflation.

What happens if I am i dis after the year has ended?

The WCB will determine what amount you will be awarded to replace wages you can't earn. You may also receive a non-economic loss award to make up for other losses.

Can I "Top up" my award if it is less than my regular pay?

If the WC award continues for longer than three consecutive months or 65 intermittent days, you can use your credits (such as attendance credits, vacation or overtime credits) to top up your award. You will continue to receive your regular salary (after three consecutive months or 65 intermittent working days) as long as you are "topping up" your award in this way.

- * You cannot use STSP credits to **top** up your award. Your employer will work out the amount you need to top up your award (the difference between the award and your regular pay) and then work out how many hours of work it is equal to. Those hours then will be taken off your credits.
- If your award is changed to a WC disability pension, you cannot top up your award with credits.

Can I go on STSP Instead of taking the WC award?

No. If your absence is the result of a work related injury, it must be reported as a WC claim.

Is my WC award taxable?

No. WC awards are not taxable. If you use credits to “top up” your award, you will pay tax on the money from those credits.

What happens if I go back to work after a WC award, and then am away again because of the same injury?

This is called a recurrence of the claim. Make your claim the same way you did before, but send along a note. In the note, explain that this claim may be related to the last one, and give the number of the last claim.

What should I do if I am off work because of an injury or illness related to a previous claim?

You must give your supervisor the number of the previous claim, especially if you were working for a different employer at the time.

What happens to my Insured benefits when I'm on WC?

- * You can be covered by these plans just as if you were at work: Dental Plan, SH&H, LTIP, and Basic Life Insurance, providing you continue to make your share of the premium payments as if you were at work. You should contact your benefits coordinator to make these arrangements.
- If you are disabled for more than nine months, you may continue your Supplementary Life insurance without paying the premiums. Application will be made to Confederation Life for a waiver of premium due to disability. After this waiver is approved, you will not have to pay any premiums as long as you are disabled. Contact your benefits coordinator for assistance.

How long will my employer help pay for my insurance and pension?

Your employer will continue its share of your premiums and pension payments until: you return to work, you resign, the end of the month you retire, the end of the month you reach age 65, or death, whichever comes first.

Should I apply for LTIP if I am receiving a WC award?

Yes. If you have been off work for six months, always make a claim under LTIP, even if you are receiving a WC award. The WCB will continue to pay you. Also, if you are approved for LTIP (or can show that you are qualified to receive LTIP due to your total disability, REF: Article 42 of the Collective Agreement), the employer will pay your portion of the premiums for Life Insurance, Dental Plan, SH&H and pension contributions.

Does a WC absence affect my continuous service?

For vacation purposes the period of absence is included in determining your years of continuous service. For termination pay purposes the period of absence after the 1st 6 months is NOT included in your continuous service.

What if my injury or illness was caused by someone other than my employer?

This type of situation is called a "Third Party Claim".

You can choose to either take the WC award or sue the person who caused the injury. If you decide to sue, you will not be paid by the WCB. You may wish to seek professional advice before making this decision.

If you take the WC award, your employer has the right to sue the person who injured you. If the employer does sue, and wins more than its own costs, that extra money will be paid to you. You must use this money before you can use credits, or OHIP to pay any medical bills that are a result of the accident.

SECTION D: LEAVES OF ABSENCE

What kind of leaves am I entitled to as soon as I join the OPS?

You are immediately entitled to three types of leaves with pay:

- Statutory holidays;
- Bereavement Leave;
- Special and Compassionate Leave.

What are the Statutory Holidays?

There are 11 statutory holidays each year: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

What is Bereavement Leave?

You are allowed up to three days leave with pay after the death of an immediate family member. These are: spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, ward, or guardian.

You are allowed a one day leave with pay in the event of death and to attend the funeral of an uncle, aunt, niece, or nephew if you would otherwise have been at work.

If the funeral of a family member listed above is 800 or more kilometres from home you are allowed up to two days leave without pay for travel time.

How do I apply for Special Or Compassionate Leave?

You must send a letter to the Deputy Minister or designee, explaining why you need the leave.

- You may get a leave with pay for up to three days.

- * In some special cases, you can get a leave with pay for up to six months.
- * You may get a leave with pay for over six months if it is certified by the Civil Service Commission and if it is approved by the Lieutenant Governor in Council.
- * You may get a leave without pay.

How much Vacation time do I get?

Your vacation time depends on how long you have been in the OPS. These are the rates:

- * for the first 8 years of continuous service -- 15 days a year;
- after 8 years of continuous service -- 20 days a year;
- after 15 years of continuous service -- 25 days a year;
- * after 26 years of continuous service -- 30 days a year;

As well, after you have worked for the OPS for 25 years, you will be given an extra five days of vacation credits in that year only.

If you have worked for the OPS for 25 years, on or before the month you turn 64, you will be given five days of leave with pay for the year between your 64th and 65th birthday. This is called pre-retirement leave.

You cannot take a vacation until you have been working for six consecutive months. But, you begin to earn vacation credits as soon as you begin work.

Can I carry over or bank my unused vacation credits from one year to the following year?

Yes. You can carry over up to twice your earned vacation credits. However, you must reduce your banked vacation credits to a maximum of one year's accrual by December 31 each year

Self-funded leave

The Self-funded Leave Plan allows employees to plan and self-finance a leave of absence for a minimum period of six months

and a maximum period of 12 months. To do this, you contribute (or defer) a portion of your salary into the plan for one, ~~two~~, three or four years.

You can contribute up to **33 1/3%** of your annual gross salary into the Plan on a regular **bi-weekly** basis. Your contributions earn interest which is mailed to you as at December **31** of each year.

Your contributions are not taxed when deferred but become taxable when paid out to you during the leave.

What are the advantages of joining the Self-funded Leave Plan?

The advantages include:

- a stable income during the leave period;
- the opportunity to take time off to fulfil personal goals and be guaranteed a position (the same or a comparable position) on return;
- tax deferral on income;
- earning interest on pre-tax dollars;
- insured benefits maintained during the leave if you pay your share of premiums.

To apply, you must complete the **Self-Funded Leave Application** form and submit it to your manager. Final approval must be from the deputy minister or designee.

Who administers my money while I am deferring Income towards my leave?

The Toronto-Dominion Bank administers the funds under this Plan.

How will my deferred salary be Invested?

Your contributions are invested in GIC's issued by the TD Mortgage Corporation.

How will I know how much money I have in the Plan?

TD Bank will provide you with quarterly statements showing your contributions and interest earned to the statement date.

When I am taking my leave of absence, how will I receive the money I have deferred?

The Toronto-Dominion Bank will make monthly direct deposits to your bank/trust company account or you may withdraw the money in a lump sum.

When can I withdraw from the Plan whenever I like?

You may withdraw from the Plan only under the following exceptional circumstances:

- * extreme financial hardship
- * total or permanent disability as defined under the provision for Long Term Income Protection
- layoff
- death

When withdrawal is approved, TD Bank will refund your contributions and interest earnings after deducting the required taxes.

Can I work during my leave period?

You may work, but not with the O.P.S.

What about my insured benefits during the leave?

If you choose to continue your insured benefits coverage during the leave, your ministry will pay the employer portion of the premiums. However, you must arrange to pay the employee portion of premium payments through your ministry Human Resources Branch.

Do I earn pension credit while I am on leave?

Under pension plan rules, you cannot contribute to the pension plan while on leave. Therefore, you do not earn pension credit for the leave. However, you can arrange to "buy-back" pension credit for the leave once you return to work. Your ministry benefits coordinator of Human Resources Branch will help you with the "buy-back" arrangements if you choose this option after you return to work.

Do I have to return to the OPS after the leave?

Under the Income Tax Act (which provides authority for the leave), you are required to return to the OPS for a period of time equal to the leave period.

What other kinds of leave are there?

Other leaves include:

- * Court witness or Jury Duty leave: If you are subpoenaed to be a witness in a trial or selected to serve on a jury, you can:
 - keep the money paid you for being a witness or juror and count your time away from work as leave without pay;
 - keep the fee and count the time as vacation or compensating leave;
 - pay the fee to your employer and count the time away as leave with pay.
- * **Foreign/Intergovernmental** Employment Leave: You may be given up to one year, with or without pay, to work in another country, for that government or for the Canadian government. Discuss your benefits coverage during leave with your benefits coordinator.
- * Canadian Forces Reserve Training: You may be given up to one week of leave with pay, and one week without pay during a fiscal year. To find out more, talk to your benefits coordinator.

SECTION E: PREGNANCY, ADOPTION & PARENTAL LEAVE

1. Pregnancy Leave:

W can get pregnancy l

Any woman who has worked for the OPS for at least 13 weeks.

How do I apply?

You must send a letter to your supervisor with a statement signed by a physician. The letter must say that you are pregnant and when the baby is due.

When can the leave begin?

You can begin your pregnancy leave 17 weeks before the baby is due.

Note: If you qualify for Unemployment Insurance benefits, UI will only begin paying these benefits as early as 8 weeks before the baby is due. Therefore, if you start your pregnancy leave 17 weeks early, you will not get UI benefits for the first 9 weeks of leave. Please see your ministry benefits co-ordinator or human resources branch for more details.

How long is the leave?

If you are entitled to parental leave (see section on parental leave), your pregnancy leave will end 17 weeks after it began.

If you are not entitled to parental leave, your pregnancy leave will end 17 weeks after if began, or six weeks after the birth, still birth, or miscarriage, whichever is later.

If you wish, you can end your leave earlier by giving your employer at least four weeks written notice of the date you want

to return to work, accompanied by a certificate from a legally qualified medical practitioner

You also have the flexibility to extend your leave. If requested in writing, at least **two** weeks prior to the expiry of your pregnancy leave, you are entitled to a leave of absence without pay but with accumulation of credits for up to six months (26 weeks). The first **18** weeks of the extended leave will be "parental leave" (see the section on parental leave for more information).

Is pregnancy leave a "leave without pay"?

Yes. However, Unemployment Insurance (UI) will provide benefits during your leave if you have been working and paying UI premiums for at least 20 weeks. Up to 15 weeks of benefits is payable during this period under UI's pregnancy provision.

In addition, if you qualify for UI benefits, the employer will pay a Supplementary Unemployment Benefit (SUB) allowance.

How does the SUB allowance work?

This allowance plus the UI benefit will pay you **93%** of your weekly salary for each of the 17 weeks of pregnancy leave.

Your employer will pay **93%** of your weekly salary for the first two weeks of your leave, before the UI benefits begin. After that, you will get UI benefits for 15 weeks for pregnancy leave and a SUB allowance. The SUB allowance **will** be added to the UI benefits (and any other earnings you receive) so that the two together make up **93%** of your salary.

NOTE: If you receive UI benefits during a taxation year in which your annual income is more than $1 \frac{1}{2}$ x the maximum yearly insurable earnings, you must pay back a portion of the UI benefits received to Revenue Canada. This is required under the Federal Government's Unemployment Insurance Act.

This will mostly affect employees who earn high salaries, i.e. at least \$55,380 for the 1992 taxation year. Please check with your benefits co-ordinator for more details and to find out if this UI provision will affect you.

What happens to my benefits while I am on pregnancy leave?

Your basic life insurance will be paid as though you were at work, but, if you want, you can choose to stop your supplementary and dependent life insurance benefits.

Income tax and Canada Pension Plan (CPP) contributions will be taken off your cheque, but will be based on the amount of your allowance and not on your salary.

The following premiums will be deducted from your SUB allowance as if you were still at work:

- Vision care/hearing aid premiums;
- * LTIP.

You will not have to pay unemployment insurance.

Let your benefits coordinator know if you want to have deductions made from your cheque to maintain benefits or services e.g. life insurance options, pension plan contributions, credit union assignments, parking, charitable donations, etc.

What about vacation credits and seniority?

You continue to earn vacation and seniority and service credits during the 17 weeks of pregnancy leave.

2. Adoption Leave (see also Parental Leave):

Who can get adoption leave?

Any employee who has worked with the OPS for at least 13 weeks.

To apply you must send a letter to your supervisor with legal documents proving that you are adopting a child.

Unemployment Insurance now refers to adoption leave as "parental leave". This leave is described in more detail in the next section on "Parental Leave".

3. Parental Leave:

What Is parental leave?

Parental leave is an **18** week unpaid leave for the purpose of child care. **UI** provides **10** weeks of benefits to either parent for care of a newborn or newly adopted child. **UI** may pay an additional five weeks of benefits if the child is over six months old and suffers from a physical, psychological or emotional condition that requires longer parental care.

The adopting parents may share the **UI** parental benefits. Your insured benefits continue as if at work for the **18** weeks of this leave unless you state in writing that you do not want this. You also continue to earn seniority and vacation credits.

Who can get parental leave?

Any employee who has worked with the **OPS** for at least 13 weeks, and who is:

- a natural parent (mother or father);
- an adoptive parent (mother or father); or
- a person in a permanent relationship with the parent of a child, and who intends to treat the child as his/her own.

When does parental leave begin?

- A natural mother must take the leave immediately after her 17 weeks pregnancy leave, and the parental leave is part of the six month extended leave. A natural father must take the leave within 35 weeks of the birth.
- * For adopting parents, leave must begin either on the day the child comes into their custody, care and control for the first time, or within 35 weeks of that date.
- An employee who is in a permanent relationship with the parent of a child (e.g. a step-parent) and who intends to treat the child as his/her own must begin the leave within 35 weeks of the child coming into custody. care and control for the first time.

When does the parental leave end?

The leave ends 18 weeks after it begins. However, if you are an adoptive parent, or in a permanent relationship with the parent of a child you intend to treat as your own, you have the flexibility to extend your leave. If requested **in** writing at least two weeks before the parental leave ends, you are entitled to an additional 25 weeks of leave without pay but with accumulation of credits.

Do I get a SUB allowance during parental leave?

Only if the leave is related to adoption. If you qualify, the **SUB** allowance plus **UI** benefits will provide **93%** of weekly salary for 12 weeks.

Like pregnancy leave, parental leave is a leave without pay. However, **UI** provides 10 weeks of benefits. The **SUB** allowance will pay **93%** of salary for the first two weeks of parental leave, before the **UI** benefits begin. After that, the **SUB** allowance will **top-up** the 10 weeks of **UI** benefits and any other earnings you receive, to give you **93%** of your weekly salary.

You do not receive any pay or benefit (**SUB** or **UI**) during the last six weeks of the 18 weeks parental leave except under the following conditions.

UI may pay you an additional five weeks benefits if the newly adopted child has a physical, psychological or emotional condition and requires longer parental care. If you provide your employer with proof that you are receiving the additional five weeks of **UI** benefits, then you will receive an additional five weeks of **SUB** allowance payments.

The **SUB** allowance will be paid to the adoptive parent (mother of father) who is receiving the **UI** parental benefits.

SECTION F: LIFE INSURANCE PLANS

What kinds of plans are available through the OPS?

There are three kinds of plans available:

- Basic Life Insurance (standard for all OPS employees);
- Supplementary Life Insurance (optional);
- Dependant Life Insurance (optional).

Under all these plans, a benefit is paid in the event of death to the person named as beneficiary. The beneficiary may be changed at any time. If a beneficiary is not named, the money will be paid to your estate.

Please let your benefits coordinator know about any changes that might affect these plans, such as marriage, divorce, birth of a child, or a death.

BASIC LIFE INSURANCE

What are the benefits?

This insurance covers you for 75% of your annual earnings from regularly scheduled work. It will not pay less than \$10,000, even if that is more than 75% of your salary.

When does coverage begin?

Coverage begins on the first day of the month coinciding with or following two months of continuous service from the date of your appointment. If you are absent due to illness or injury on the date coverage is to take effect you do not become insured until you return to work on a full-time basis for at least one regular working day.

Who pays for the Insurance?

Your employer pays the full amount of the premiums.

Am I covered when I am on leave?

If you are on a leave with pay, you will be covered just as if you were working.

If you are on leave without pay for more than a calendar month, (except when you are on pregnancy or parental leave) you may maintain coverage by paying the full premiums yourself.

What happens to my Insurance if I become totally disabled?

If you become totally disabled before your 65th birthday for a continuous period of 9 months (or receiving LTD benefit, whichever is first), coverage continues until:

- your recovery, the end of the month you turn 65, or death, whichever comes first.

What happens to my coverage after I retire or turn 65?

If you are getting a PSPP pension based on at least 10 years of pensionable service, your coverage will be reduced to \$2,000 for the rest of your life.

Can I convert this insurance policy if I retire or resign?

If you retire or resign, you can convert your policy to an individual policy with Confederation Life Insurance Company. You will be covered for the amount of your Life Insurance less the \$2,000 you may be eligible for when you retire. You can convert at a premium rate as if you were buying an individual policy, and without needing to prove that you are insurable (in good health) if you apply within 31 days of separation.

To apply, send the insurance company your name, social insurance number, ministry, date you will stop work, home address, and the amount of insurance you want to have.

Confederation Life Insurance Co.
 321 Bloor Street East
 Toronto, Ontario
 M4W 1H1

When does coverage end?

Coverage ends on the last day of the calendar month in which you terminate employment. However, coverage remains in force for a 31- day "period of grace" following the date of termination.

SUPPLEMENTARY LIFE INSURANCE

What is it?

Supplementary Life Insurance is an optional benefit. You decide whether you wish to join. Under this option you can buy additional insurance of up to three times your yearly salary.

When does coverage **begin**?

If you decide to buy this insurance when you are first appointed to the civil service, coverage begins on the first day of the calendar month coinciding with or following **two** months of continuous service.

If you apply to buy or increase the insurance within **31** days of marriage or the **birth/adoption** of a child, coverage becomes effective the first of the month following application, providing you have completed **two** months of continuous service.

Otherwise, coverage becomes effective on the first of the month following approval by the insurance company.

If you are absent from work due to illness or injury on the day coverage is to begin, coverage does not become effective until you return to work for at least one regular working day.

Who pays the monthly premium?

You pay the entire monthly premium deduction, which is based on your age and how much insurance you buy. The money is taken off your pay.

What happens if my **salary** changes?

The amount of your insurance coverage adjusts with changes in

your salary from either the date the increase is approved or the effective date, whichever is later.

If you are absent from work due to sickness or injury on the date your increased coverage would have occurred, the increase will not take effect until you have returned to work for at least one working day.

If your salary is reduced, you may choose to maintain the insurance at the former higher level by applying through your benefits coordinator.

What happens if I become totally disabled?

- Total disability must commence prior to age 64 years and 6 months.
- * Total disability must have existed continuously for at least 9 months.
- * Proof of disability must be submitted within 24 months after the commencement of disability.
- * If you are getting LTIP, your insurance coverage remains in force, but you will not have to pay premiums. You will be covered as long as you are disabled (as it is defined in the insurance policy), or until you turn 65, whichever is earlier.

Do I need to prove that I am Insurable (in good health)?

If you buy Supplementary Life Insurance within 31 days after appointment, upon marriage or on the birth/adoption of a child, you do not need to prove that you are insurable. If you apply later, you must prove your insurability.

Can I convert my policy?

Upon resignation or retirement, you may convert your insurance coverage to an individual policy providing coverage up to the amount for which you were insured before ending employment (subject to a combined maximum with Basic Life of \$200,000). You do not need to provide proof of insurability. To apply for the conversion you must submit a letter stating your request to the insurance company within 31 days of the end of coverage.

When does my coverage end?

This insurance coverage will end at the earlier of the following:

- (a) the end of the calendar month in which you terminate your employment; or
- (b) on the first day of October following your 65th birthday, if you continue your employment past that birthday, except where coverage is provided under total disability provisions. See your benefit coordinator for details.

However, coverage remains in force for a 31-day grace period to give you enough time to set up another life insurance policy.

DEPENDANT LIFE INSURANCE**What is it?**

Like Supplementary Life Insurance this is another optional benefit. You may purchase insurance for dependants in amounts of either:

\$1,000 on your spouse and/or \$500 on each dependant child;
or

\$2,000 on your spouse and/or \$1000 on each dependant child.

(See Definitions section at the front of this guide for the definition of "dependant child".)

When does coverage begin?

The commencement of coverage is on the same basis as for Supplementary Life Insurance coverage. Refer to that explanation in this section for information.

Who pays the premium?

You pay the full premium. The money is taken off your pay.

What happens to my coverage if I'm on a leave without pay?

If you are on leave for more than one calendar month and want to keep your coverage, you can arrange to pay the premiums. Please see your ministry benefits coordinator for details.

Do I need to Prove that my spouse or child Is Insurable?

If you buy the insurance within 31 days after you are hired, married or birth/adoption of child, you do not need to prove insurability. If you buy the insurance later, you must do so.

Can I convert my policy?

If you retire, resign, or die, the insurance on your spouse can be converted into an individual policy, just as with Basic Life Insurance. You cannot convert the insurance on your children.

When does my dependant life Insurance coverage end?

Coverage ends at the earlier of the following:

- * the end of the calendar month in which you terminate your employment;
- the first day of October following your 65th birthday, if you continue working past your 65th birthday;
- * the date a dependant ceases to be an eligible dependant.

TRAVEL ACCIDENT INSURANCE

What are the Benefits?

This insurance covers you for any accident or injury that happens when you are travelling on government business and are on travel status. The insurance provides \$100,000 coverage in the event of accidental death, and up to \$100,000 coverage for accidental injury, according to the preset schedule.

This insurance does not apply for travel to and from work and it does not apply if you are operating motor vehicles or machinery as part of the normal duties of your job.

If you die while still an employee, benefits are paid to the beneficiary (if any) named under your Group Life Insurance Plan. If you did not name a beneficiary, benefits are paid to your estate.

SECTION G: BENEFITS AFTER RETIREMENT

Can I get benefits after I retire?

Yes, provided you resign or retire from the OPS after completing a minimum of 10 years of pensionable service and are eligible for a pension based on such service. Coverage will begin on the first day of the month you become eligible to receive pension payments.

Coverage will also be provided by a different insurance carrier. For retirees, Great West Life Assurance Company takes over the administration of the insured benefits from Confederation Life. However, claims for services up to the date of retirement should still be submitted to Confederation Life within 90 days following the retirement date.

What kinds of benefits am I entitled to?

Your benefits include the following:

1. Basic Life Insurance;
2. Life Insurance Conversion Privileges (Before Age 65): You have the option to convert your Basic Life Insurance, Supplementary Life Insurance, and coverage for your spouse in your Dependant Life Insurance plan to individual policies;
3. SH&H Plan and Dental Plan coverage;
4. The Ontario Drug Benefit For Senior Citizens;
5. CPP.

BASIC LIFE INSURANCE

Who is covered?

Anyone who gets retirement pension benefit payments from the Public Service Pension Plan based on a minimum of 10 years of pensionable service.

How much is the coverage?

After you retire coverage is \$2,000.

Can this amount be increased?

No. Coverage stays in force at this amount for the rest of your life.

When does coverage begin?

Coverage begins 31 days after the first of the month coinciding with or following your date of retirement.

Who pays the premium?

Your employer pays the full premium.

SH&H AND DENTAL PLAN

These benefits will go on as long as you receive your pension from the PSPF. You, your spouse, or survivor, and your eligible dependants will all be covered. For more information about these plans, see Section B of this guide.

CPP RETIREMENT BENEFITS**How does the plan work?**

CPP starts when you retire. Normally this is when you turn 65. However, you can apply for CPP as early as age 60, or as late as age 70 or older. Once you start receiving your pension, you will not pay any more money into the plan.

What happens if I apply for CPP between age 60 and 64?

To apply to the plan, you must have retired. Also, the money you earn each year cannot be more than the maximum pension amount for a person at age 65.

CPP will count the number of months between the day your pension begins and the month after you turn 65. For each month

counted, your pension will be reduced by 0.5%. There are **no** further reductions after you turn 65.

If you apply and then change your mind, you can take back your application within six months of the first payment. You must send a letter to the Health and Welfare Canada office asking to withdraw your application, and you must pay back all benefits received and also pay the contributions on any pensionable earnings. The pension amount will not be re-adjusted at age 65.

What happens if I apply for CPP between 65 and 70?

You do not have to retire to apply. Your pension will be increased by 0.5% for each month between the day the pension begins and the month after you turn 65. For example, if you apply for CPP 5 months after you turn 65, your pension will be increased by 2.5%.

If you apply and then change your mind, you can take back your application within six months of the first payment. You must send a letter asking to withdraw your application, and you must pay back all the benefits and make all the payments for that time.

What happens if I apply for CPP after I turn 70?

You do not have to retire to apply. Your pension will be increased by 30%. It can be paid retroactively to your 70th birthday or the last 12 months, whichever came later.

ONTARIO DRUG PLAN FOR SENIOR CITIZENS

Who can use the drug plan for seniors?

Anyone 65 or older, who has lived for 12 consecutive months in Ontario.

How does the plan work?

It allows you get your personal prescriptions filled free of charge, as long as the drug is listed in the Ontario Drug Benefit Formulary.

When you are accepted by the Plan, you will receive an Ontario Health 65 Card. When you go to a drug store to fill a prescription, just give the card to the druggist. If the drug is listed in the above-mentioned Formulary you will not have to pay.

Your spouse is also covered by this plan if he/she is age 65 or older. If not, keep sending claims for your spouse's drug costs to the insurance carrier under the SH&H plan until your spouse reaches age 65 and is also covered under this plan.

NOTE: The insurance company automatically turns down any claims for drugs listed in the above named Formulary which are sent for persons who are age 65 or older.

SECTION H: REGULAR PART-TIME EMPLOYEE BENEFITS

What benefits are there?

You are covered by the same kinds of benefits as full-time employees however, since you work on a part-time basis (i.e. at less than a full-time employee schedule) there are some differences in the entitlements and procedures related to some of your benefits.

What are the differences?

The differences are summarized as follows:

1. **Participation in plans:** On appointment to the civil service you can decide whether or not to join the SH&H Plan and the Dental Plan.

There are also provisions allowing you to join at a later date; leave the plans; and rejoin if you were a member and had left previously. These provisions are explained under the heading for each plan.

2. **'Pro-rated' entitlements:** The amount of entitlement you receive for the following benefits is determined by comparing your regularly scheduled work week to that of a full-time employee:
 - Vacation Credits;
 - Short Term Sickness Plan benefits.
3. **Cost Sharing:** You and the employer share premium costs for the following benefits based on the ratio determined by the comparison in #2 above:
 - The Supplementary Health and Hospital Plan;
 - The Dental Plan.

4. **Waiting Period:** For the following benefits coverage begins on the 1st day of the month coinciding with or immediately following completion of two months of service:
- The Supplementary Health and Hospital Plan;
 - The Dental Plan.
 - Basic Life Insurance
 - LTIP
 - Supplementary and Dependant Life

A complete listing of your benefits is shown below. Where entitlements and provisions differ from full-time employee benefits, the differences are shown under the related benefit heading with a reference showing where to turn to in this booklet for additional information. Where provisions and entitlements are the same, you are referred to the relevant section of this booklet for information.

HEALTH INSURANCE BENEFITS

(See Section B of this booklet for additional information)

Dental Plan:

Benefit entitlements are the same as full-time employee entitlements however:

- plan membership is optional; you decide whether or not to join.
- monthly premium costs are shared by you and your employer. The employer pays:
 - * 40%, 50%, 60%, 70%, or 80%, whichever is closest to the percentage determined by comparing your regular weekly work schedule to a full-time employee schedule. You pay the balance, with the amount taken off your pay each month.
- you can end your membership in this plan even if you are not ending your employment. Inform your benefits coordinator of your decision in December of any year and coverage will stop on the 31st of that month.

- you can join the plan after appointment or, rejoin after previously ending membership. Submit your application to your benefits coordinator in December of any year and coverage will begin on the 1st of January of the following year.

SH&H Insurance Plan:

The benefit entitlements are the same as full-time employee entitlements, however:

- plan membership is optional; you can choose whether or not to join.
- monthly premium costs are shared by you and your employer.

For basic plan benefits, your employer pays either 40%, 50%, 60%, 70%, or 80% of the monthly premium costs for the basic plan, whichever is closest to the percentage determined by comparing your regular weekly schedule to a full-time employee schedule.

For vision care and hearing aid coverage, your employer pays 60% of the above 40%, 50%, 60%, 70%, or 80% paid for basic plan benefits. You pay the balance, with the amount taken off your monthly pay.

- coverage begins after two months of service. The start date is the first day of the month coinciding with or immediately following such service.
- you can end your membership in this plan even if you are not ending your employment. Inform your benefits coordinator of your decision in December of any year and coverage will stop on the 31st that month.
- you can join the plan after appointment or rejoin after previously ending membership. Submit your application to your benefits coordinator in December of any year and coverage will begin on the 1st of January of the following year.

STSP:

- Your entitlements are "pro-rated". If you are unable to work due to sickness or injury the yearly entitlement is as follows:

Leave with pay:

- (a) at regular salary for the portion of six working days that matches the ratio determined by comparing your part-time schedule to a full-time schedule; and
- (b) at 75% of regular salary for an additional period of that portion of 124 days matching the ratio described above.

LTIP:

Provisions and entitlements are the same for full-time and part-time employees.

UI:

Provisions and entitlements are the same for full-time and part-time employees.

CPP Disability Benefit:

Provisions and entitlements are the same for full-time and part-time employees.

WC: (See Section C of this booklet for details)

Provisions and entitlements are the same for full-time and part-time employees.

LEAVES OF ABSENCE

(See Section D of this booklet for details)

Statutory Holidays:

- You are entitled only to statutory holidays which fall on regularly scheduled workdays. You will be paid at your regular daily rate for any such holiday to which you are entitled.
- The 11 statutory holidays include: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day.

Bereavement Leave:

You are allowed up to three (3) consecutive calendar days leave-of-absence with pay in the event of the death of your spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward or guardian.

If you would otherwise have been at work you are allowed one (1) day leave-of-absence with pay in the event of death and to attend the funeral of your aunt, uncle, niece or nephew.

If the funeral of any of the relatives listed is more than eight hundred kilometres (800 km) from your home, you are allowed up to two (2) days leave without pay for travel time.

Special or Compassionate Leave:

Provisions and entitlements are the same for full-time and part-time employees.

Vacation Credit:

- The rates at which you earn vacation credit are the same as full-time employee rates however, the credit you receive is "pro-rated" or determined by comparing your regularly scheduled work week to that of a full-time employee.

Other Leaves:

- Court Witness Leave or Jury Duty Leave;
- Canadian Forces Reserve Training;
- Foreign/Intergovernmental Employment Leave.

Pregnancy, Adoption & Parental Leave:
(See Section E of this booklet for details.)

Provisions and entitlements are the same for full-time and part-time employees.

LIFE INSURANCE BENEFITS
(See Section F of this booklet for **details.**)

Basic Life insurance Plan:

- This insurance Plan covers you for 75% of the money you make in a year from regular work. It will not pay less than \$5,000.00, even if that is more than 75% of your salary.

Supplementary Life Insurance, and Dependant Life insurance:

Provisions and entitlements are the same for full-time and part-time employees.

Travel Accident insurance.

Provisions and entitlements are the same for full-time and part-time employees.

SECTION I: UNCLASSIFIED EMPLOYEE BENEFITS

What benefits am I entitled to as an unclassified employee?

Your benefits include:

- Statutory Holidays
- Vacation Pay
- Bereavement Leave
- Jury Duty Leave
- Pregnancy, Parental Leave
- Unemployment Insurance
- Workers Compensation Benefits

What about medical, dental, and life insurance benefits?

These benefits are available only to classified and seasonal unclassified employees.

What are **my** entitlements under each entitled benefit?

Statutory Holidays: Instead of being paid for statutory holidays, 4% of your total earnings (excluding vacation pay) before deductions is included in your pay cheque.

Vacation Pay: Instead of a paid vacation, you get vacation pay. This is 4% of your salary before deductions. It is included in your pay cheque.

Bereavement Leave: If you work more than 24 hours a week and would have normally been at work, you are entitled to:

- up to three days leave with pay after the death of your spouse, mother, father, mother-in law, father-in-law, son, daughter, brother, sister, ward, or guardian;
- 1 day's leave with pay after the death of your sister-in-law, son-in-law, daughter-in-law, brother-in-law, grandparent or grandchild.

Jury Duty Leave or Court Witness Leave: If you are subpoenaed to be a witness in a trial or selected to serve on a jury, you can do one of **two** things:

- * keep the money paid to you for being a witness or juror and count the time away from work as leave without pay;
- pay the fee to your employer and count the time away as leave with pay.

Pregnancy, Adoption & Parental Leave: Under the Employment Standards Act, if you are pregnant or are adopting a child, you are entitled to pregnancy or parental leave. You must have worked a minimum of **13** weeks with your employer in order to qualify.

Pregnancy Leave is a **17** week leave without pay. However, you may be eligible for pregnancy benefits under the Unemployment Insurance Act for up to **15** weeks. The SUB allowance does not **apply**.

Parental Leave is an **18** weeks leave without pay for the purpose of childcare. If you qualify, UI will pay you parental leave benefits for a maximum of **10** weeks. However, the SUB allowance does not apply.

Parental leave can be taken by the natural or adoptive mother or father, and the **10** weeks of UI benefits may be shared. Natural mothers take the leave following the pregnancy leave.

If you do not qualify for pregnancy or parental leave (e.g. if you have worked less than **13** weeks) you may be eligible for regular Unemployment Insurance benefits.

Unemployment Insurance: You are covered by Unemployment Insurance under the same situations as classified employees i.e.:

- * illness: Unemployment Insurance will give you up to **15** weeks of benefits if you are absent from work because of sickness.
- pregnancy: Up to **15** weeks benefit, starting not earlier than **8** weeks prior to the expected week of delivery.
- * parental: up to **10** weeks benefit.
- unemployment: Up to **50** weeks benefits.

Your eligibility to receive these benefits and the amount you are entitled to depend on:

- the number of hours you work per week;
- your salary level;
- the length of time you were employed.

You and your employer are required to share the UI premium payments set by the federal government.

If you qualify for UI, your application should be sent to the Canada Employment and Immigration office nearest you, immediately following the last day of work. A Record of Employment form, completed by your employer, should be sent with your application or, if not available at that time, as soon as possible afterwards.

Workers' Compensation: For Unclassified Staff

What is Workers' Compensation (WC)?

WC is a type of insurance to provide for people who cannot work because they were injured on the job or developed a disease which is related to their work. The money paid by WC is called an award. The Workers' Compensation Board (WCB) approves claims and decides the amount of award. The amount of the award is based on what you were earning before you were injured. As soon as you start to work for the OPS you are covered by WC.

What kind of injury is considered to be caused by work?

If an injury or illness is caused by work it is "work related". This means that it is directly caused by something you were hired to do, or something you were reasonably expected to do in your **job**. To be able to collect WC benefits, you must have been injured during work hours and at work. If you are not at work when you are injured, you must be doing something that is related to your job, which your boss knows you are doing and has allowed you to do.

What kind of illness is considered to be caused by work?

An illness caused by work is called an industrial disease. The Workers' Compensation Act has a list of diseases that are covered. If you think you have an industrial disease, contact your doctor. If your doctor thinks you have an industrial disease he/she will notify the WCB on your behalf. Each claim is decided on its own merits.

What should I do if I am injured at work?

If you are hurt in an accident at work, get first aid treatment right away. Report the details of the accident to your supervisor as soon as possible, even if you don't need more treatment. That way, if you need to apply for WC later, there will be a record of the accident. Your supervisor will send in a Form 7 to the WCB if you are unable to work or you need to see a doctor because of your accident.

If you need to see a doctor, ask your supervisor for a WCB Treatment Memorandum (Form 156) to give to the clinic or doctor who will treat you. The form says that your injury was work related.

You can choose which doctor you see, but once you have chosen, you must get permission from the WCB to change to another doctor.

Do I get paid if I lose time from work on the day I am injured?

Yes.

What happens if I am entitled to a change in salary for the time which I was/am off work on a WC claim?

You should remind your supervisor to notify the WCB of the change in salary.

What is a temporary total disability award?

A Temporary Total Disability Award is an award which is paid in the event you cannot work at all for a temporary period of time.

This award pays a portion of your income for up to one year (90%). The maximum amount that can be paid is adjusted each year to keep up with inflation.

What happens if I am still disabled after the year has ended?

The WCB will determine what amount you will be awarded to replace wages you can't earn. You may also receive a non-economic loss award to make up for other losses.

Is my WC award taxable?

No.

What happens if I go back to work after a WC award, and then am away again because of the same injury?

This is called a recurrence of the claim. Make your claim the same way you did before, but send along a note. In the note, explain that this claim may be related to the last one, and give the number of the last claim.

What should I do if I am off work because of an injury or illness related to a previous claim?

You must give your supervisor the number of the previous claim, especially if you were working for a different employer at the time.

What if my injury or illness was caused by someone other than my employer?

This type of situation is called a "Third Party Claim".

You can choose to either take the WC award or sue the person who caused the injury. If you decide to sue, you will not be paid by the WCB. You may wish to seek professional advice before making this decision.

If you take the WC award, your employer has the right to sue the person who injured you. If the employer does sue, and wins more than its own costs, that extra money will be paid to you. You must use this money before you can use OHIP to pay any medical bills that are a result of the accident.

SECTION J: SEASONAL EMPLOYEE BENEFITS

What benefits are there?

Seasonal employees are covered by the same kinds of benefits as classified employees in the bargaining unit, but there are some differences.

What are the differences?

A) Non-insured benefits:

- Vacation pay: Instead of a paid vacation, you get vacation pay. This is 5.75% of your salary before deductions. It is included in your pay cheque.
- * Statutory Holidays: Instead of being paid for statutory holidays, 4% of your salary before deductions is included in your pay cheque.
- * Bereavement Leave: If you would have normally been at work, you can get up to three days leave with pay after the death of an immediate family member (mother, father, spouse, mother-in-law, father-in-law, daughter, son, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandchild, grandparent, ward, or guardian).
- * Attendance credits and sick leave: You earn attendance credits of 1 1/4 days for each calendar month that you are at work every day. Leaves with pay count as being at work. If you are injured or sick, you can use only these credits to top up your income. These credits accumulate from period to period of seasonal employment, within the same ministry.

B) Insured Benefits

You do not have:

- * Long-Term Insurance Protection;

- * Supplementary Life Insurance;
- * Dependant **Life** Insurance Plan.

For other insurance, you must wait until the first of the month coincident with or immediately following **two** months of continuous employment after the first time you are hired before you are covered. The next time you are hired, you will be covered on the first of the month coincident with or immediately following the start of the next period of working.

Basic Life insurance Plan:

- This insurance plan pays \$5,000.00. (For details on SH&H and dental plan, see section B of this booklet.)

Can I keep my coverage when I am not **working**?

You can keep some or all of your insurance during the off-season, but you must pay the whole premium yourself during that time. This is also true if you take a leave for longer than one calendar month while you are employed.

To keep your coverage, you must pay the premium at least one week before the first day of each month. If the payment is not made in time, you lose the right to keep your coverage, and the coverage will end at the end of the last month that you paid for. Talk to your ministry Personnel Department, or Payroll Branch, to arrange to keep your coverage.

When does my coverage stop if I **don't** keep my Insurance during off-season?

Your coverage will stop at the end of the month in which your contract is finished for Basic Life, SH&H (including Vision Care and Hearing Aid benefits), and the Dental Plan. For Basic Life Insurance only, coverage remains in force for a grace period of 31 days following after the end of the month your contract is finished.