

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Locals (various)**

and

Municipal Property Assessment Corporation

DURATION: January 1, 2006 – December 31, 2009



**MUNICIPAL PROPERTY ASSESSMENT CORPORATION
SOCIÉTÉ D'ÉVALUATION FONCIÈRE DES MUNICIPALITÉS**

Sector 16
9-998-495-20091231-16

12322 (03)
C.A # 963

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.
- 1.02 This Agreement sets forth the entire Agreement on rates of pay, hours of work and other conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both parties. There are no representations, warranties or conditions that affect the rights of the parties and employees, save and except those specifically set out in this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union **as** the sole and exclusive bargaining agent of all employees of the Employer in the Province of Ontario, save and except supervisors (other than Manager Mapping Services and Manager Data Services), managers, those above the rank of supervisors and managers, those employed in a confidential capacity in matters relating to labour relations and those in the office of the President and CAO.
- 2.02 For greater certainty, such employees include regular and temporary employees, students, and such other employees as may be mutually agreed.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Employer and the Union each agree that there will be **no** intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- 3.02 The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in **writing** by the Employer.
- 3.03 All reference to the male gender in this Agreement shall be read **as** applying to the female gender where the context would apply, and vice versa.
- 3.04 Where the singular **is** used throughout the Article within this Agreement it is agreed that the plural is an acceptable substitute wherever **the plural** is applicable.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive right of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, transfer, classify, assign, appoint, promote, demote, appraise, train, develop, lay off and recall employees;
 - (c) discipline and discharge employees **for** just cause, except **that** probationary employees may be discharged without 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 complement, organization, methods and the number, location **and** classification of personnel required from time to time, the number and location of operations, buildings, equipment and facilities, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment **or** cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

4.02 The Employer shall exercise the above rights in a manner consistent with the expressed terms of the Collective Agreement.

ARTICLE 5 - TEMPORARY EMPLOYEES AND STUDENTS

- 5.01 The following articles shall apply to temporary employees: 1, 2, 3, 4, 6, 7, 8, 9, 10 (except 10.05), 12 (except 12.06 and 12.07), 14, 15, 16, 17, 18, 20, 26.05, 27 and 28. No other articles apply.
- 5.02 Temporary employees shall receive 10 percent **of** base wages in lieu **of** holidays, vacations and benefits and in lieu of pay therefor.
- 5.03 Temporary employees shall accrue attendance credits at the rate of one and one-quarter days after each month of **full** attendance. Attendance credits are **for** sick leave purposes only, and for no other purpose. Use of these credits is subject to such medical evidence, if any, **as** the Employer may require.
- 5.04 **The** following articles shall apply to students: 1, 2, 3, 4, 6, 7, 8, 9, 10 (except 10.05), 15, 16, 17, 18 and 28. No other articles apply.
- 5.05 Students shall receive eight percent **of** base wages in lieu of holidays and vacations and in lieu **of** pay therefor.
- 5.06 Where the same work has been performed by a temporary employee for **any** period of at least two (2) consecutive years (except for situations where the employee is replacing a regular employee on a leave of absence authorized by the Employer or as provided for under the collective Agreement) and where the Employer has determined that there **is** a continuing need for that work to be performed on a full-time basis, the Employer shall establish a regular position to perform that work. It **is** agreed that, with respect to any temporary employee hired after April 4, 2006 the words “two (**2**) consecutive years” shall read “eighteen (**18**) consecutive months”.
- 5.07 Where the Employer has determined that it will convert a position in accordance with 5.06 the **status** of the incumbent in the position will be converted from temporary to regular, provided that the incumbent has been in the position in question for at least two years. It is agreed that, with respect to any temporary employee hired after April 4, 2006, the words “**two** (2) consecutive years” shall read “eighteen (18) consecutive months”.

ARTICLE 6 - NO STRIKE NO LOCKOUT

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.

ARTICLE 7 - CHECK-OFF OF UNION DUES

- 7.01 There shall be deducted from the bi-weekly pay of every employee a **sum** in lieu of membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union. Deduction shall begin with the pay period nearest to the employee's date of hire. In addition, the Employer shall deduct Union dues from any retroactive wage payments.
- 7.02 The Employer agrees that it will remit the total **amount of** such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, Toronto, Ontario, not later than the **15th** day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names and social insurance numbers of those employees from whom deductions have been made.
- 7.03 The Union must advise the Employer in **writing of the amount** of its regular dues. **The amount so** advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 7.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this article.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Employer acknowledges the right of the Union to appoint **or** select a negotiating committee **of** not more **than** five **(5)** employees covered by the Collective Agreement for the purpose **of** negotiating a renewal Agreement pursuant to notice given under Article 28: Duration.
- 8.02 The Employer will grant the members of the Union negotiating committee leave of absence without **loss** of regular pay or credits for the dates that the committee meets with the Employer for **the purpose of** negotiating a renewal agreement.
- 8.03 In addition, the Employer will grant the members of the Union negotiating committee leave without pay and without **loss** of credits for a reasonable number of days for caucus/travel time.

ARTICLE 9 - REPRESENTATION

- 9.01 The Employer will recognize a reasonable number **of** stewards at each workplace from among employees in the Bargaining Unit as described in Article 2.01 who have completed their probationary period, for the purpose of assisting employees in the presentation of grievances in accordance **with** the provisions **of** this agreement. The Union shall designate one **of** such stewards in each workplace as the main point **of**

contact for the purposes of discussion between the Union and Management in the workplace.

- 9.02** The Union shall keep the Employer notified in writing of the names of the current stewards referred to in 9.01 and members of the negotiating committee. The Union will notify the Employer of the name of the steward responsible for the presentation of any grievance.
- 9.03 It is agreed that stewards shall continue to perform their regular duties and responsibilities for the Employer and shall not leave their regular duties, for the purpose set out in 9.01, without having first secured permission from their immediate supervisor. Such permission should not be unreasonably withheld.
- 9.04 Stewards requesting time off for the purpose of servicing grievances under the Collective Agreement shall advise their immediate supervisor of their business and report to such supervisor at the time of their return to work, subject to permission being granted under 9.03.
- 9.05 Any employee who has a grievance and is required to attend grievance meetings shall be given time off with no loss of pay and with no loss of credits to attend such meetings. This article shall also apply to the Union representative who is authorized to represent the grievor.
- 9.06** **An** employee elected to a full-time officer position with OPSEU shall be granted full-time release without pay for the duration of his/her term of office. The Union shall reimburse the Employer quarterly for the employee's salary and contribute the Employer's share of contributions to the Pension Plan and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of sick leave credits used during the leave of absence. The Union will make the Employer's contribution for Employment Insurance. The employee shall accumulate full seniority during such leave(s) of absence. Except where the layoff and recall provisions apply during the leave, the employee shall return to the position held immediately prior to the leave and shall be paid at the step that he/she had attained when the leave commenced. If the position no longer exists, the employee shall, **if** possible, be assigned **to a** position at the same classification and level, in the same work location. If such a position cannot be found, the layoff provisions of the agreement shall apply to the employee upon his/her return from leave. Where the layoff **and** recall provisions have application during the leave, they shall apply to the employee in the same manner **as** if the employee were not on leave.
- 9.07 If an employee is elected to the OPSEU Executive Board, he/she will be released upon Union request without loss of pay or credits. Pay and benefits shall be charged back to OPSEU quarterly. Scheduling is subject to operational requirements, but leave will not be unreasonably denied. The employee shall accumulate full seniority during such leave(s) of absence. The Union shall give as much notice as possible of the date(s) of requested leave.
- 9.08** The employee elected **as** Employee Co-chair of the Union-Management Committee shall be released from duty with pay but without **loss** of credits for up to three **(3)** days, and without pay but without loss of credits for **up** to two **(2)** days per month, for the purpose of performing his/her duties **as** Co-chair. The employee shall give at least two **(2)** weeks

notice of the day **or** days required, which shall be granted, where such notice is given, except in unavoidable circumstances. It is understood that these days are provided to allow the Co-chair to attend to Union business, and to minimize time spent on Union activities during working days.

- 9.09 Subject to 9.10 and 9.12, the Employer shall grant leaves of absence without pay but with no **loss of** credits for members **of** the Bargaining Unit, for the purpose of attending Union conferences, schools, seminars, conventions, or other such activities related to the Union. **A maximum of** five hundred and thirty-five (535) such days, in the aggregate, shall be granted. It is understood that when the maximum has been reached, the Employer is under no obligation to grant any further such days.
- 9.10 The Employee Co-chair **of** the Union-Management Committee shall advise the Vice-President Corporate and Human Resources of the days requested under 9.09. Where the Union gives the Employer one (1) month's notice of the date(s) required for the purposes of 9.09, **and** the employee(s) to whom leave(s) should be granted for such purposes, the Employer shall grant the leave(s), subject only to unavoidable circumstances. Where less than one (1) month's notice is given, the Employer shall endeavor to grant the leave(s), subject to operational requirements.
- 9.11 **If** a difficulty arises with the granting of any particular request under 9.09, and/or 9.10, the Employee Co-chair **of** the Union-Management Committee may consult with the Vice-president Corporate and Human Resources and seek to resolve any difficulties that may have arisen in connection with such a request.
- 9.12 It is understood that an employee may be granted an extended leave of at least one month for educational purposes that may be related to the Union, and that such a leave shall not be considered to be a leave of absence under 9.09. **A** request for such a leave shall be considered by the Employer, and may be granted subject to operational requirements.
- 9.13 The parties agree to **the** establishment **of** a Union-Management Committee, consisting of five (5) persons appointed by each party. Up to five (5) appointees of the Union may be employees in the bargaining unit. One additional appointee **of** the Union may be a staff representative. Each **party** shall designate one of its appointees **as** a Co-chair.
- 9.14 The Union-Management Committee shall have the following terms of reference:
- (a) To provide a **forum** for discussion of issues of a Province-wide nature, including Health and Safety issues, provided that this shall not include **any** matter that is the subject of a grievance;
 - (b) To discuss issues **of** interest to the Union and management, provided that this shall not include matters that are or could be the subject **of** collective bargaining;
 - (c) To discuss other matters that may be mutually agreed.
- 9.15 The Union-Management Committee shall meet quarterly, or at such other times as may mutually be agreed.

- 9.16 It is understood that the Union-Management Committee is a forum for discussion, and is not a decision-making body.
- 9.17 The members **of** the Union-Management Committee who are employees in the Bargaining Unit shall be granted leave **of** absence without loss **of** regular pay and without loss of credits for the day(s) that the Committee meets, as well **as** reasonable travel/caucus time up to a maximum of seven and one-quarter (7.25) hours on the day prior to the date **of** the Committee meeting, provided that the travel/caucus day **is** a working day for the employee.
- 9.18 Each MPAC **work** location shall have the following monthly allowance for Union duties to be allocated to Union officials by the OPSEU Executive body at that location, without **loss** of pay or credits:
- | | |
|--------------------------|----------|
| Up to 99 members: | 1.0 days |
| 100 members and over: | 1.5 days |
- 9.19 Allocation will be done on or before the first of every month, and once the allocation has been made, it cannot be changed without the consent of the Employer. The allocation shall be utilized **in** blocks of at least ½ day each. The Union will give **as** much advance notice as possible. Scheduling is subject to operational requirements, but leave will not be unreasonably denied. The Union understands that scheduling is more easily accommodated if more advance notice is given.
- 9.20 Time allocated for the months of July and August may be carried forward, **with** the consent of the Employer, which shall not be unreasonably denied.
- 9.21 It is agreed that where an employee who is a member of the Negotiating Committee or the Union Management Committee, or a Province-wide Union Committee, is on a leave of absence without pay for the purpose of caucusing and/or traveling for the purposes of the relevant committee, the Employer shall maintain the employee on the payroll and invoice OPSEU monthly for the salary and benefits paid to the employee or on his/her behalf for the relevant period. OPSEU shall pay such invoices promptly.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including **any** question as to whether a matter **is** arbitrable.

For the purpose of this Article, reference to "days" relating to the grievance and arbitration procedure shall mean working days.

- 10.02 It **is** the mutual desire **of** the parties hereto that complaints of employees shall be considered **as** quickly **as** possible. It is understood that **an** employee has no grievance until he/she has first given his/her immediate supervisor the opportunity **of** resolving his/her complaint, **If** an employee has a complaint he/she shall discuss it with his/her immediate supervisor within twenty (20) days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the

employee. The supervisor shall give his/her response to the complaint within five (5) days, and, failing settlement, or failing a response, it may then be taken up **as** a grievance within seven (7) days following advice of the immediate supervisor's decision in the following manner:

The employee shall present his/her grievance to his/her immediate supervisor. The grievance shall be in writing **and** shall include the nature of the grievance and the remedy sought. Failing settlement, the Employer shall deliver its decision in writing within thirty **(30)** days following the presentation of the grievance.

Union Grievance

- 10.03 Where any difference between the Employer and the **Union** arises from the interpretation, application, administration or alleged violation of the agreement, the Union shall be entitled to file a grievance with the Vice-president Corporate and Human Resources provided it does so within thirty **(30)** days following the occurrence or origination of the circumstances giving rise to the grievance. This provision is intended to allow general or policy issues to be pursued by the Union but is not intended to take the place of individual or group grievances.

Group Grievance

- 10.04 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance, and such written grievance shall be filed with the Vice-president Corporate and Human Resources within twenty (20) days following the occurrence or origination of the circumstances giving rise to the grievance.

Dismissal

- 10.05 **A** claim by **an** employee who has completed his/her probationary period that he/she has been unjustly discharged shall be treated **as** a grievance if a Written statement of such grievance is lodged with the Vice-president Corporate and Human Resources within ten (10) days after the date the discharge is effected.

Such special grievances may be settled under the grievance or arbitration procedure by:

- a) confirming the Employer's action in dismissing the employee, or
 - b) reinstating the employee with or without compensation for time **lost**, or
 - c) by any other arrangement which may be deemed just and **equitable** by the parties or the Arbitration Board.
- 10.06 If a probationary employee's performance is unsatisfactory, **or** he/she is unsuitable in the opinion of the Employer, such employee may be terminated at any time during the probationary period provided that such **termination** is not done in **bad** faith. The discharge of the probationary employee shall not be arbitrable unless that it **is** alleged that the actions of the Employer were in bad faith. The arbitrator shall not reverse the termination on any other ground.

Competition Grievances

10.06.1 **An** employee alleging that **he/she** has been improperly denied **an** advertised vacancy shall be entitled to file a grievance with the Vice-president Corporate and Human Resources within twenty (20) days following the occurrence or origination of the circumstances giving rise to the grievance. The competition number shall be specified in the grievance.

Layoff

10.07 An employee alleging improper layoff shall be entitled to file a grievance with the Vice-President Corporate and Human Resources within twenty (20) days following the occurrence or origination **of** the circumstances giving rise to the grievance.

Employer Response

10.07.1 The Employer's response to a grievance filed under Articles 10.03, 10.04, 10.05, 10.06.1 or 10.07 shall be given no later than thirty (30) days following the presentation of the grievance to the Vice-president Corporate and Human Resources

Grievance by the Employer

10.08 A grievance by the Employer may be presented, in writing, to the Union President. If the matter is not resolved, it may be pursued to arbitration as hereinafter provided.

Mediation

10.09 The parties may agree to refer **any** grievance to mediation, before one of the following mediators to be selected by alphabetical rotation:

Felicity Briggs	Gerry Lee
Marilyn Nairn	Barry Stephens

If the person selected by rotation is **not** available within ninety (90) days of the referral, the next person on the list shall be selected.

10.10 The mediator shall attempt to assist the parties in resolving the dispute. It is agreed that any discussion **with** the mediator, or information conveyed **to the** mediator, shall be considered to be privileged and shall not be referred to in arbitration **or** in any other proceedings.

10.11 The parties may refer more than one case to be dealt with by the same mediator on the **same** day, The parties shall divide equally the fees and expenses of the mediator.

10.12 Where the parties have referred a matter to a mediator, prior to the referral to arbitration, the time limit **for** referring a matter to arbitration under 10.13, if the matter is not resolved, shall **run from** the date the mediation has been completed.

Arbitration

- 10.13 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) days after the response of the Employer is given, the grievance shall be deemed to have been abandoned.
- 10.14 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 10.15 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Employer or, if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in Section 10.02 above.
- 10.16 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement. Where such a request is made, a Board of Arbitration shall be constituted, consisting of a nominee appointed by each party and a Chair selected by alphabetical rotation from the following list:

- | | |
|---------------------|-------------------|
| Chris Albertyn | William Kaplan |
| Randi Abramsky | Paula Knopf |
| Louisa Davey | Richard MacDowell |
| Jane Devlin | Owen Shime |
| Robert Howe | Susan Stewart |
| Brian Keller | Susan Tacon |

If the person selected by rotation is not available for a Hearing within ninety (90) days of the referral, the next person on the list shall be selected.

- 10.17 After the Chair has been selected from the foregoing list, the parties shall notify each other in writing of their respective nominees within ten (10) days. The Minister of Labour may appoint the nominee of a party who fails to make an appointment.
- 10.18 No person may be appointed as a nominee or Chair who has been involved in an attempt to negotiate or settle the grievance. For greater certainty, this would not preclude a person acting as mediator/arbitrator, if agreed by the parties pursuant to 10.20.
- 10.19 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 10.20 In lieu of a Board of Arbitration, the Parties may agree on a sole arbitrator, to be selected from the list in 10.16, who shall have all the power and authority of a Board of Arbitration. **The** parties may agree to allow the sole arbitrator to act as a mediator/arbitrator.

- 10.20.1 The parties will utilize mediation/arbitration where it is feasible to do so, subject to the necessity of calling evidence on disputed facts where necessary.
- 10.21 The Board of Arbitration or sole arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.22 Each of the parties hereto will share equally the expenses, if any, of the Chair or sole arbitrator, and shall bear the expenses of its own nominee.
- 10.23 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them **and** failure to **so** comply shall result in the grievance being deemed to have been abandoned.
- 10.24 The parties agree that principles of full disclosure of issues in dispute as alleged by a grievance advanced by the Union on behalf of a member or members, or the Union itself, and full disclosure of facts relied upon by management in a decision that is subject to a grievance, are key elements in amicable and expeditious dispute resolution processes. Therefore, the parties agree that at the earliest stage of the grievance procedure, either party upon request **is** entitled to receive from the other, **full** disclosure of the information, including full disclosure of all relevant documents.
- 10.25 An employee who has a grievance and is required to attend meetings during the grievance procedure shall suffer **no loss** of regular pay *to* attend such meetings. In the case of a group grievance, up to three (3) grievors of the group shall be entitled to be present unless otherwise mutually agreed.
- 10.26 An employee whose grievance is referred to mediation or arbitration may attend the day or days of mediation or arbitration without loss of regular pay for such day or days. In the case of a group grievance, up to three (3) grievors of the group shall be entitled to be present unless otherwise mutually agreed.

Disciplinary Record

- 10.27 Any letter of reprimand, suspension or other sanction of an employee will be removed from all records and files two (2) years following the receipt of such a letter, suspension or other sanction provided that the employee's records and files have been clear of similar offences for the past two (2) years. Any such letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.

Interest

- 10.28 Where the arbitrator or board of arbitration awards interest, interest shall be payable as follows:
- (a) for the period commencing twenty (20) days prior to the date the grievance was filed until the decision:

- (1) interest shall be calculated at the quarterly prime rates, set by the Bank of Canada, averaged yearly for that period.
- (2) interest will be paid on all amounts owing, except where compensation is payable for back pay or any other amount that accrues over time, interest shall be calculated on one half of the compensation.

(b) for the period from the date of the decision until the compensation and/or damages is paid, interest shall be payable on all amounts owing, payable at the prime rate set by the Bank of Canada, for the quarter before the decision.

ARTICLE 11 - SENIORITY

11.01 Seniority, as referred to in this Agreement, shall mean length of continuous service. All employees' seniority dates shall be the earliest of:

- a) the seniority date recognized by the Government of Ontario for employees who were employed by the **Ministry** of Finance immediately prior to becoming employees of the Employer on December 31, 1998; or
- b) the date the employee was last hired by MPAC. For greater certainty this shall include all continuous temporary and permanent service.

11.02 For the purpose of 11.01, continuous service shall include any leave of absence granted by the Employer, whether paid or unpaid.

11.03 **An** employee shall lose all seniority and shall be deemed to have terminated if:

- a) an employee resigns;
- b) an employee retires, or is retired;
- c) an employee is discharged and not reinstated under the Grievance or Arbitration procedure;
- d) an employee has been laid off for a period in excess of his/her length of seniority up to a maximum of eighteen (18) months;
- e) an employee fails to notify the Employer within five (5) calendar days, exclusive of Saturday, Sunday and holidays, of receipt of notice of recall and report within fourteen (14) calendar days from receipt of such notice. Notice of recall may be by telephone or telegram confirmed by registered mail to the employee's last address registered with the Employer. If notice is by registered mail, it shall be deemed to have been received on the second day following registration;
- f) an employee is absent without leave in excess of seven (7) consecutive working days.

11.04 A Province-wide seniority list (both a hard copy and an electronic copy) shall be provided to OPSEU and posted on the Corporate Intranet by the 15th of January of each year, and shall include the employee's name, seniority date, classification and work

location. It is understood that if there is any dispute as to which copy of the list is official the hard copy is considered to be the official copy. If no grievance is received regarding the accuracy of the list by the 15th of February, it shall be deemed to be accurate.

- 11.05 All new regular employees shall be on probation for a period of **six** (6) months. On successful completion of the probationary period, he/she will be credited with seniority as outlined in Article 11.01.
- 11.06 It is agreed that where a temporary employee is successful in a competition for a position that is the same position as the one he or she held as a temporary employee immediately **prior to** the competition, the employee will be given credit towards completion of the probationary period for the length of service in the position as a temporary employee, to a maximum of three (3) months.

ARTICLE 12 - VACANCIES, PROMOTIONS AND REASSIGNMENTS

- 12.01 Where vacancies in the bargaining unit occur which the Employer decides to fill on a full-time basis, such vacancies will be advertised, except that the Employer may decline to advertise such a vacancy if a similar vacancy was advertised within the previous **six** (6) months, and there are at least three (3) qualified applicants from the previous competition.
- 12.02 Such vacancies shall be advertised for a period of ten (10) working days and employees bidding on job vacancies must make application, in such manner **as** the Employer may specify, by the closing date.
- 12.03 Among other things, the internal advertisement for a vacancy shall specify the closing date, the nature of the position, the location of the job assignment, the skills, abilities, qualifications and experience, where applicable, **and** salary range.
- 12.03.1 The workplace location for an advertised position shall be stated in the advertisement **as** being either a specific workplace location **or** a location within a defined area comprising more than one MPAC office.
- 12.03.2 Where **an** advertised workplace location comprises more **than** one office, the successful candidate may elect to remain in his/her current workplace location, if his/her current workplace location is within the defined area, or accept a workplace location within the defined area, as determined by the Employer. In either case, the location shall be defined in the offer of employment as the employee's workplace location.
- 12.03.3 When **the** successful candidate's current workplace location is not within the defined area, the employee must relocate to a workplace location **as** determined by the Employer, such location being within the defined area.
- 12.04 Temporary vacancies and vacancies caused by absence due to illness, accident, leaves of absence (including pregnancy and/or parental leave) up to nine (**9**) months need not **be** advertised. Such temporary vacancies may be filled at the discretion **of** the Employer.
- 12.05 Where an employee is officially assigned to a higher-rated position on a temporary basis, he/she shall continue to be paid his/her current rate for the first ten (10) working days in the position. Effective the 11th working day, the employee shall be paid at the

appropriate rate for the position, retroactive to the first day of the assignment, and shall be paid at the appropriate rate thereafter.

12.06 In filling advertised vacancies, the following factors shall be considered:

- (a) skill, ability, qualifications and experience, which shall be the primary factors considered;
- (b) seniority.

Where the factors in (a) are relatively equal, seniority shall govern.

12.07 The Employer may assign any employee to any vacancy on a temporary basis, including the period of time until the competition has been completed, for a period not to exceed nine (9) months.

12.08 The Employer may decline to consider any applicant to a vacancy who has, within the prior six (6) month period successfully bid on a vacancy.

12.09 **An** employee receiving a promotion shall be placed on a step in **the** new classification such that he or she will receive at least a five (5) percent increase in salary, provided that he or she shall not receive, in any case, an amount greater than the highest rate for the classification. It is understood that the term 'promotion' means assignment to a position within a classification having a higher maximum rate than the classification in which the employee was assigned immediately prior to the promotion.

12.10 Where an employee is promoted, a new anniversary date is established based upon the date **of** promotion.

12.11 In the event that it is necessary for the Employer to temporarily assign employees from **any** one workplace to another workplace, which will require geographic dislocation, the Employer will, subject to operational requirements, solicit employees on a voluntary basis. In the event that there are insufficient volunteers, employees will, subject to operational requirements, be assigned on a rotational basis within each workplace. Where employees are temporarily assigned work outside their assigned workplace, reasonable travel arrangements will be worked out with the Employer.

12.12 In the event that it is necessary for the Employer to temporarily assign more than twenty (20) employees, **and** this move causes geographic dislocation, the Employer shall provide the assigned employees with at least two weeks prior notice and shall meet at least one month prior to the assignment with the Union-Management Committee to advise on procedures to be used in the identification of employees assigned, reimbursement of expenses, duration of assignments, etc.

12.13 Where the duties of a position are modified, or a new position is created, to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes **of** this article.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 Layoffs shall be carried out in reverse order of seniority within a classification and workplace location, provided that the senior employees have the skill, ability, qualifications and experience to fully perform the requirements of the work without training.
- 13.02 Where **an** employee is designated **for** layoff pursuant to 13.01, such an employee who has completed his/her probationary period shall have the right to displace **an** employee who shall be identified in the following manner:
- (a) the Employer will identify the employee in the same workplace location with the least seniority in the classification having a maximum rate that is the next lowest to that of the employee's own classification, provided that the displacing employee has the skill, ability, qualifications and experience to fully perform the normal requirements of the work without training, **and** provided that the displaced employee **has** less seniority than that of the displacing employee; for greater certainty, the words 'without training' are not intended to exclude the normal orientation and support that is provided to a new employee;
 - (b) if no such employee can be found, the Employer will identify the employee in the same workplace location with the least seniority in the classification having the next lowest maximum rate to the classification referred to in (a), provided that the displacing employee **has** the skill, ability, qualifications and experience to fully perform the normal requirements of the work without training, and provided that the displaced employee has less seniority than that of the displacing employee; for greater certainty, the words 'without training' are not intended to exclude the normal orientation and support that is provided to a new employee;
 - (c) if no such employee can be found, the Employer will review the classifications in descending order in the same manner, to identify the least senior employee in the same workplace location in any such classification, provided that the displacing employee has the skill, ability, qualifications and experience to fully perform the normal requirements of the work without training, and provided that the displaced employee has less seniority than that of the displacing employee; for greater Certainty, the words 'without training' are not intended to exclude the normal orientation and support that is provided to a new employee;
 - (d) if no such employee can be found, the employee will be laid off.
- 13.03 An employee who is displaced by the operation of 13.02 has the right to exercise the rights set out in 13.02, to displace another employee.
- 13.04 **An** employee who is displaced by the operation of 13.03 has the right to exercise the rights set out in 13.02, to displace another employee.
- 13.05 An employee who is displaced by the operation of 13.04 shall be laid off with no displacement rights.
- 13.05.1 Where an employee, pursuant to 13.02, 13.03, **or** 13.04, displaces another employee in a classification having a lower maximum rate, the employee's former rate of pay shall be

maintained for a period of three (3) months.

- 13.06 Where employees are laid **off as** a result of a consolidation of workplace locations, the total of the locations involved in the consolidation shall be considered to be one workplace location for the purpose of this article.
- 13.07 In lieu of layoff or displacement, an employee designated for layoff shall be given preferential consideration for vacancies in equal or lower classifications within his/her workplace location for which he/she is fully qualified. Where an employee is assigned to such a vacancy, the Employer shall not be required to advertise such vacancies and the provisions of Article 12 shall not apply. Where more than one employee is qualified for the same vacancy, seniority shall govern, provided that the successful employee is relatively equal to the less senior qualified employee(s), in **skill**, ability, qualifications, and experience.
- 13.08 Subject to the provisions of this article, an employee who has not been designated for layoff may offer to be laid off and give up his/her **job** in the place of another employee in the same workplace location who **has** been designated for layoff, **and** whose position is within the same classification as that of the employee who has been designated for layoff.
- 13.09 In order to be considered under 13.08, an employee must advise the Vice-president Corporate and Human Resources, in writing, of his/her willingness to be so considered, within two **(2)** weeks of the designation of the employee for layoff.
- 13.10 Where the Employer is satisfied that an employee who **is** designated for layoff is fully qualified to perform the work of **an** employee who has signified his/her willingness to be considered for layoff pursuant to 13.08, the Employer shall transfer the employee designated for layoff to the position of the employee who has so signified, **and** the employee who has *so* signified shall be laid off without any displacement rights.
- 13.11 Employees who are designated for layoff shall receive notice and/or severance pay as provided in the Employment Standards Act.
- 13.12 It **is** understood that attrition can be used effectively **as** a redeployment strategy. The Employer agrees that, wherever practicable, attrition will be utilized as an alternative to layoffs.
- 13.13 Employees who are designated for layoff will be provided with transition support which may include skills assessment, counseling and job-search skills.
- 13.14 **An** employee who is laid off, who still retains seniority, shall have a right to be recalled to a position in the same work location where the employee formerly worked, within the employee's former classification or a lower classification, provided that the employee is fully qualified to perform the normal requirements of the work of the position without training. For greater certainty, the words 'without training' are not intended to exclude the normal orientation and support that **is** provided to a new employee. Should more than one employee have rights under this article to be recalled to the same position, seniority shall govern. It is understood that *where* the employee's former work location no longer exists, the work location closest to the former work location shall be considered the laid off employee's work location for *the* purpose of **this** article.

- 13.15 Where an employee is entitled to recall to a position, and is recalled, the provisions of Article 12 do not apply.
- 13.16 It is understood and agreed that during a period of layoff, seniority will accrue up to but not beyond the end of the first month in which the layoff commenced. Where such layoff continues beyond the end of the first month in which such layoff commenced, previously earned seniority shall be maintained and an employee shall resume accumulation of seniority on his/her return, subject to 11.03.
- 13.17 Where there is a closure of an operation or a closure or consolidation of a field office or field offices,
- (a) the Union Management Committee shall be notified at least fifteen (15) days prior to the announcement to the employees of such a closure or consolidation;
 - (b) employees who lose their employment **as** a result of such a closure or consolidation shall receive six (6) months notice of layoff or pay in lieu, which shall be taken into account in determining the Employer's obligations under the Employment Standards Act.
 - (c) it is agreed that the Union members of the Union Management Committee shall maintain confidentiality of the information given to them until the announcement of the closure or consolidation has been made to the employees.
- 13.18
- (a) in the event of a layoff of an employee, the Employer shall pay its share of the insured benefits premiums up to the end of the month following the month in which the layoff occurs, or the statutory notice period, whichever is later.
 - (b) the employee may continue to pay the full premium cost of the benefit package for up to a further twelve (12) months. Such payment can be made through the payroll office **of** the Employer provided that the employee informs the Employer of his/her intent to do so at the time of the layoff, and arranges **with** the Employer the appropriate payment schedule.
- 13.19 The Employer agrees to discuss at the Union Management Committee the effect of technological changes on the potential layoff and/or demotion of employees, and to jointly consider practical ways and means of minimizing **any** adverse effect, if any, **upon** employees concerned. It is agreed that the Union members of the Union Management Committee shall maintain confidentiality of the information given to them, until the announcement of the change.

ARTICLE 14 - HEALTH & SAFETY

- 14.01 The parties acknowledge the application of the Occupational Health and Safety Act. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.
- 14.02 The Joint Health and Safety Committee system shall include:
- (a) Joint Health & Safety Committees at each workplace where there are 20 or more

employees shall consist of **two (2)** representatives appointed by the Union and two (2) representatives appointed by management, or such smaller numbers as jointly agreed upon by the parties, The committees and the members of the committees shall have all those entitlements, rights, functions, and powers provided by the Occupational Health and Safety Act.

(b) in workplaces with less than twenty (20) employees, the Union shall appoint a worker to be the worker health and safety representative.

- 14.03 The Employer shall endeavor to respond to ergonomic concerns in the provision of equipment in the workplace.
- 14.04 **The** Employer shall continue its current practice of ensuring that all computer monitors used in the workplace shall comply with an industry standard emission test Protocol. Upon request by the Union, the Employer shall provide a copy of whatever test report is available to the Employer.
- 14.05 After each hour of continuous keyboard operation of a computer terminal, an employee shall be entitled to a relief from such duties for a period of ten (10) minutes.
- 14.06 At the beginning of assignment to a computer monitor and annually thereafter, a computer monitor operator who **is** regularly required to operate a computer monitor for **two (2)** hours or more per day shall be entitled to undergo an eye examination by an optometrist or **an** ophthalmologist who is qualified to conduct the following tests:
- a) Unaided visual acuity (letter chart test)
 - b) Refractive findings
 - c) Corrected visual acuity
 - d) Amplitude accommodation
 - e) Suppression
 - f) Muscle balance (near, one-meter, distant)
 - g) Slit lamp biomicroscopy.

The cost of **the** eye examination shall be borne by the Employer (up to the OHIP rate), and the computer monitor operator shall authorize release of a copy **of** the examination report to the Employer,

- 14.07 The Employer shall endeavor to **accommodate** a request by a pregnant employee for reassignment from duties in operating a computer terminal during her pregnancy. If reassignment cannot be accommodated, the employee may remain in her current assignment, or take unpaid leave until the commencement of pregnancy leave.
- 14.08 During the term **of** this agreement, the Employer shall maintain its current policy regarding safety equipment, shoes and protective clothing, where required for employees to carry out their assigned duties.
- 14.09 The Employer agrees **to** develop and implement, after consultation with the Union, an Employee Assistance Program.

ARTICLE 15 - HOURS OF WORK

- 15.01 The normal work week for regular employees shall ordinarily consist of thirty-six and one quarter (36 ¼) hours per week.
- 15.01.1 It is understood that up to five (5) minutes at the commencement of the shift for an employee to log onto the Employer's computer system shall be considered to be time worked.
- 15.02 The Employer may establish a work week and/or work day in accordance with the requirements of the Employment Standards Act.
- 15.03 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules. The Employer may, in its discretion, establish flexible working arrangements.
- 15.04 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- 15.05 Subject to 15.06, authorized work performed in excess of thirty-six and one-quarter (36 ¼) hours in any week shall be compensated as follows:
- a) for employees in classifications listed in Schedule A, authorized work performed in excess of 36 ¼ hours in any week shall be paid at time and one-half the employee's regular hourly rate;
 - b) for all other employees, authorized work performed in excess of 36 ¼ hours but equal to or less than 40 ¼ hours in any week shall be paid at the employee's straight time hourly rate, and authorized work performed in excess of 40 ¼ hours in any week shall be paid at time and one-half the employee's regular hourly rate.
- 15.06 Notwithstanding 15.05, with the approval of the Employer hours worked in excess of 36 ¼ hours in any week may be compensated by time-off at the rate of one hour off for each hour worked, or one and one-half hours off for each hour worked, as appropriate, such time to be taken as such time and in such manner as the Employer may specify. The Employer may require that time-off that is not taken be paid.
- 15.07 Employees who perform authorized work on Sunday shall be paid at double the employee's regular hourly rate. Employees who perform authorized work on the 6th day of work in a calendar week (other than Sunday) shall be paid at time and one-half the employee's regular hourly rate.
- 15.08 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time, and when overtime is required, the Employer may assign overtime. Except where it is beyond the Employer's control, notice of required overtime shall be given no later than the end of the employee's previous shift.

15.09 The present policy for rest periods in each shift shall be maintained.

ARTICLE 16 - TRAVEL TIME

16.01 Subject to 16.02, it is understood that traveling to and ~~from~~ work at the commencement of or at the end of assigned work shall not be compensated by the Employer. It is understood that where ~~an~~ employee is utilizing a vehicle until the completion of his/her assigned work, this will be considered to be the performance of work, and will be paid at the appropriate straight time or overtime rate. Travel by an employee on the Employer's business at ~~other~~ times, not during assigned working hours, shall not be considered work performed for the Employer and shall be compensated at the employee's regular hourly rate.

16.02 **Notwithstanding** 16.01, the Employer shall pay for travel time to and ~~from~~ the employee's home and the place of work, at the employee's regular hourly rate, at the commencement of and at the completion of the day's work, in the following circumstances:

- (a) unless instructed otherwise, the employee shall travel directly to the place of work from the employee's home, and vice versa, by the shortest route;
- (b) where the distance so traveled is equal to or less than the distance between the employee's home and the employee's headquarters, no travel time shall be credited or paid for;
- (c) where the distance ~~so~~ traveled is greater than the distance between the employee's home and the employee's headquarters, travel time shall be credited and paid for on the basis of the difference between the distance so traveled and the distance between the employee's home and the employee's headquarters.

16.03 When sleeping accommodation ~~is~~ provided, it is understood that time spent at that location after arrival and before departure is not considered to be travel time nor work time, unless work ~~is~~ assigned.

16.04 If ~~an~~ employee is authorized to use his/her own automobile on the Employer's business the Employer shall pay thirty-eight (38) cents per kilometer. In circumstances governed by 16.02, these rates shall be paid for the distance ~~as~~ described in 16.02 (c).

ARTICLE 17 - EMERGENCY CALL IN

17.01 Where ~~an~~ employee has completed his/her regularly scheduled shift and is subsequently called back to work prior ~~to~~ the starting time of his/her next scheduled shift he/she shall be paid a minimum of four (4) hours' pay at one and one-half (1 1/2) times his/her basic hourly rate.

ARTICLE 18 - ON CALL DUTY

18.01 "On-Call Duty" means a period of time, that is not a period ~~of~~ assigned work, during which an employee is required to respond within a reasonable period of time to a request for recall to the workplace or for the performance of other work ~~as~~ required.

18.02 Where an employee is required to be on-call, he/she shall receive two dollars (\$2.00) per

hour for all hours that he/she is required to be on-call.

- 18.03 No employee shall be required to be on-call unless such on-call duty **was** authorized by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.01 In the event of a death of a parent, spouse or child, an employee shall be granted up to four **(4)** days leave of absence from regularly scheduled work. In the event of a death in the immediate family, other than parent, spouse or child, an employee shall be granted up to three **(3)** days leave of absence **from** regularly scheduled work. Such leave shall be without loss of pay from regular hourly earnings. Immediate family shall mean spouse, parent, step-parent, parent-in-law, child, brother, sister, son/daughter-in-law, grandchild, grandparent, brother/sister-in-law, stepson/stepdaughter, ward or guardian.
- 19.02 **An** employee may be granted a one day bereavement leave with pay in the event of death of an uncle, aunt, niece or nephew.
- 19.03 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in 19.01 and 19.02 above if the location of the funeral is greater than eight hundred kilometers (800 km) from the employee's residence.

ARTICLE 20 - JURY DUTY

- 20.01 An employee called for jury duty or subpoenaed as a Crown witness or subpoenaed as a witness in a civil or criminal proceeding may, at his/her option:
- (a) treat the absence **as** leave without pay and retain any fee he/she receives as a juror or **as** a witness; or
 - (b) deduct the period of absence **from** his/her vacation leave and retain any fee he/she receives **as** a juror or **as** a witness; or
 - (c) treat the absence as leave with pay and pay to the Employer any fee he/she has received as a juror or as a witness.
- 20.02 For greater certainty, it is understood that this provision does not apply to arbitration or OLRB proceedings.

ARTICLE 21 - SELF FUNDED LEAVE

- 21.01 **An** employee may apply to participate in the self funded leave plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four **(4)** years.
- 21.02 The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the

employee on a monthly or lump sum basis during the leave of absence.

- 21.03 During the leave the employee's insured benefits will be continued where the employee continues to pay for his/her **portion**.
- 21.04 Subject to 21.05, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that he or she had attained when the leave commenced. If the position no longer exists the employee **shall**, if possible, be assigned to a position at the same classification and level, in the same work location. If such a position cannot be found, the layoff and recall provisions of the agreement shall apply to the employee upon his/her return ~~from~~ leave.
- 21.05 Notwithstanding 21.04, where the layoff and recall provisions have application during the period of the leave, they shall apply to the employee in the same manner as if the employee were not on leave. In such circumstances, any notice to be given to the employee may be given to an officer of the Union.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

Pregnancy leave

- 22.01 The Employer shall grant leave of absence without pay to a pregnant employee who has served at least thirteen (13) weeks.
- 22.02 The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- 22.03 Vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 22.04 An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she **is** in receipt of employment insurance pursuant to the Employment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit plan.
- 22.05 In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit plan will consist of the following:
- (a) for **the** first two weeks, payments equivalent to 93% of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid, and any negotiated or amended wage rates for her classification as they are implemented; and
 - (b) **up** to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the actual weekly rate of pay for her classification, which she was receiving **on** the last day worked prior to the commencement **of** the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for **her** classification as they are implemented.

- 22.06 The provisions of 22.04 and 22.05 are conditional upon, and subject to, regulatory requirements, if any, imposed by law.
- 22.07 An employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so. The employee whose benefits are continued shall pay to the Employer all contributions which the employee is required to make. Failure to pay such contributions shall result in coverage being discontinued.
- 22.08 **An** employee returning from a pregnancy leave shall be assigned to the position she most recently held, if it exists, **or** to a comparable position if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave.

Parental Leave

- 22.09 The Employer shall grant a parental leave of absence without pay to an employee who has served at least thirteen weeks.
- 22.10 The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- 22.11 Vacation credits, seniority and service continue to accrue during the parental leave.
- 22.12 **An** employee who is entitled to parental leave and who provides the Employer with proof that he/she is in receipt of Employment insurance benefits pursuant to the Employment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 22.13 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit plan will consist of the following:
- (a) for the first two weeks, payments equivalent to 93% of the actual weekly rate of pay for his/her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his/her progression on the wage grid, and any negotiated or amended wage rates for his/her classification **as** they are implemented;
 - (b) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive, and any other earnings received by the employee, and 93% of the actual weekly rate **of** pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the leave, which shall also include his/her progression on the wage grid, and **any** negotiated or amended wage rates for his/her classification as they are implemented;
 - (c) where the employee provides proof that he/she is receiving an additional five (5) weeks of Employment Insurance because the child is six months or older at the time **of** the child's arrival in the employee's home or placement for the purpose of adoption or because the child suffers from a physical, psychological or emotional condition requiring longer parental care, then the employee will also

receive **an** additional five **(5)** weeks of supplement **as** provided for in **(b)** above.

- 22.14 The provisions of 22.12 and 22.13 are conditional upon, and subject to, regulatory requirements, if any, imposed by law.
- 22.15 **An** employee on parental leave shall have his/her benefits coverage continued unless the employee elects in writing not to **do** so. The employee whose benefits are continued shall pay to the Employer all contributions which the employee is required to make. Failure to pay such contributions shall result in coverage being discontinued.
- 22.16 **An** employee returning from a parental leave shall be assigned to the position he/she most recently held, if it exists, or to a comparable position if it does not, and continue to be paid at the step in the salary range that he/she would have attained had he/she worked during the leave.

General

- 22.17 **An** employee entitled to pregnancy leave, parental leave, or both, and who takes such leave or leaves, shall be entitled upon application, with at least two weeks notice, for an extension, without pay, **of** the leave **or** leaves, provided that the total period of leave or leaves, in the aggregate, does not exceed forty-three **(43)** weeks.

ARTICLE 23 - DESIGNATED HOLIDAYS

- 23.01 Employees shall be entitled to the following holidays with pay:

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

Two floating holidays for each employee to be scheduled by the Employer. The Employer will take into account employee preferences subject to operational requirements. Employees shall not be required to work the last regular working half day before December 25 and January 1, and shall suffer no loss of regular pay or credits for such half days.

- 23.02 Pay shall **be** computed on the number **of** hours the employee would normally have been scheduled to work at the employee's regular hourly rate of pay.
- 23.03 **If** an employee is required to work a shift on a public holiday **as** defined in 23.01, he/she will be paid at double his/her regular hourly rate and in addition, shall receive a day off with pay at a time agreed upon, or in default of agreement, as scheduled by the Employer.
- 23.04 In order to qualify for holiday pay the employee must work the full scheduled hours of work on the work day immediately preceding and immediately following the holiday unless excused by the Employer, or **an** employee was absent due to:
- a) bereavement leave;
 - b) court duty leave;

- c) regularly scheduled vacation;
- d) confined to a hospital on one or both of the qualifying days verified to the satisfaction of the Employer.

- 23.05 **An** employee who has undertaken to work on any of the above holidays and fails to report for work shall forfeit all pay for that day unless his/her absence **is** due to illness verified by a medical certificate as required by the Employer or otherwise provides a reason satisfactory to the Employer.
- 23.06 Except as provided in 23.03, when **a** holiday specified in 23.01 falls on a Saturday or a Sunday, or when any two of them fall on a successive Saturday or Sunday, the regular working day or days next following is a holiday or are holidays, **as** the case may be, in lieu thereof, but when such next following regular working day is also a holiday, the next regular working day thereafter **is** in lieu thereof a holiday.

ARTICLE 24 - VACATIONS

- 24.01 Vacation credits shall be awarded to employees according to the following levels:
- (a) during the first eight (8) years of service, the employee shall receive 15 days vacation and vacation pay (1.25 days per month).
 - (b) after eight (**8**) years of service, the employee shall receive 20 days vacation and vacation pay (1.67 days per month).
 - (c) after 15 years of service, the employee shall receive 25 days vacation and vacation pay (2.08 days per **month**).
 - (d) after 21 years of service, the employee shall receive 30 days vacation and vacation pay (2.5 days per month).

Vacation credits are advanced to the employee on January 1 of each year. In the event of separation for any cause, an employee is required to reimburse the Employer for **any** vacation time taken but not earned.

- 24.02 For greater certainty, it is understood that, for the purpose of this Article, continuous service with the Employer shall include continuous service with the Ontario Public Service prior to December 31, 1998, for employees who were employed by the Ministry of Finance immediately prior to becoming employees **of** the Employer on December 31, 1998,
- 24.03 The Employer shall attempt to schedule vacation periods taking into account employee preferences, but the Employer reserves the right to schedule vacations based on operational requirements.
- 24.04 In addition to the vacation entitlement specified in 24.01, an employee who completes 25 years of continuous service with the Employer shall be granted an additional 5 days of vacation with vacation pay of 5 days' pay at the employee's regular hourly rate, to be taken within the 12 month period after attaining 25 years' service. These vacation days are earned and taken once only, and cannot be carried forward.

- 24.05 An employee may carry over up to one (1) year's vacation entitlement which must be utilized in the following year. **Any** vacation carried forward that has not been utilized shall be paid out at the end of the year in which it was to have been taken.
- 24.06 An employee shall be paid for any earned and unused vacation standing to his/her credit at the date he or she ceases to be an employee, 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.

ARTICLE 25 - INSURED BENEFITS

- 25.01 During the term of this agreement, the Employer shall pay one-hundred percent (100%) of the premiums of the current basic life insurance plan to provide for term insurance coverage of 75% of annual salary or \$10,000, whichever is greater, subject to the eligibility requirements and terms and conditions of the Plan.
- 25.02 During the term of this agreement, the Employer will make available supplementary life insurance on a voluntary basis in amounts of one, two, or three times **annual** salary, subject to the eligibility requirements **and** terms and conditions of the Plan. The employee shall pay 100% **of** the premiums through payroll deduction,
- 25.03 During the term of this agreement, the Employer will make available dependent life insurance of \$1000 on spouse and/or \$500 per child, or \$2,000 on spouse and/or \$1,000 per child, subject to the eligibility requirements and terms and conditions of the Plan, The employee shall pay 100% of the premiums through payroll deduction.
- 25.04 During the term of this agreement, the Employer shall pay 100% of the premiums for the current supplementary health and hospital plan (except vision and hearing care), subject to the eligibility requirements and terms and conditions of the Plan.
- 25.05 During the term of this agreement, the Employer shall pay seventy-five (75%) percent of the premiums **for** the vision and hearing care plan, providing coverage for prescription eyewear of \$375 over a two-year period, excluding prescription sunglasses but including the cost of one eye examination within the two-year period; \$500 per person over a five-year period for hearing aids; subject to eligibility requirements and terms and conditions of the Plan. The balance **of** the premium shall be paid by the employee by payroll deduction.
- 25.06 During the term of this agreement, the Employer shall pay 100% of the premiums for the current Dental Care Plan which generally provides as follows:
- (a) preventative at 85% of costs;
 - (b) major restoration at 60% of costs, to a maximum of \$2500 per calendar year, including, but not limited to crowns and bridges;
 - (c) Orthodontic at 50% of costs, to a lifetime maximum of \$5,000 for adults and children;
 - (d) dentures at 75% of costs, to a lifetime maximum of \$5,000.

Coverage is subject to the eligibility requirements and terms and conditions of the Plan.

25.07 During the term of this agreement, the Employer shall pay 85% of the premiums for the current long-term disability plan, which will provide coverage for 66 2/3% of the employee's gross salary, and an annual cost of living adjustment of up to 2% based on the annual change in the cost of living, subject to the eligibility requirements and terms and conditions of the Plan. The balance of the premiums shall be paid by the employee by payroll deduction. Long-term disability payments shall be reduced by the total of other disability or retirement benefits that are payable under any other plan, including CPP and WSIB benefits.

25.08 Where an employee with greater than six (6) months continuous service dies, there shall be paid to the employee's personal representative or Estate, the sum of:

- a) one-twelfth (1/12) of the employee's annual salary;
- b) the employee's normal salary for the period of vacation credits that have accrued to the time of death.

The one-twelfth (1/12) annual salary shall be deducted from any Special Compensation Entitlement payable to the employee's estate.

25.09 It is understood that the Employer may at any time change a Plan or substitute another carrier for any Plan (other than OHIP) provided the value of the benefits conferred thereby are not in total decreased. Before making such a change or substitution, the Employer shall notify the Union to explain the proposed change.

25.10 The Employer shall make available to employees, on a reasonable basis, explanatory information, in such form as the Employer may determine, relating to the following:

- a) Life Insurance (including supplementary life)
- b) Long-term disability
- c) Dependent life
- d) Supplementary health and hospital
- e) Vision and hearing care
- f) Dental plan

25.11 It is understood that, for the purpose of the insured benefit plans, the term "spouse" shall include, where the context requires, a same-sex spouse.

25.12 Employees shall not suffer any loss of regular pay for up to six (6) days in a calendar year when an employee is absent on account of illness and would be otherwise scheduled to work. Employees shall be reimbursed for 75% of regular pay for up to an additional 124 days. Employees may choose to have one-quarter (1/4) day deducted from vacation credits, if any, to top up sick leave from 75% to 100% of regular pay. Payments under this provision are subject to such medical evidence, if any, as the Employer may require.

ARTICLE 26-GENERAL

26.01 A newly hired employee shall be advised of the name and work location of his/her Union steward.

26.02 An employee is entitled to receive a copy of his/her written performance appraisal.

- 26.03 Leaves of absence with or without pay may be granted at the discretion of the Employer, subject to operational requirements.
- 26.04 The Union shall have reasonable access to bulletin boards for the posting of Union notices. It is understood that materials posted will be approved in advance of posting by a Union official.
- 26.05 The Employer, employees, and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code.
- 26.06 An employee may examine his/her personnel file, or may authorize, in writing, another person to examine the file. Such examination shall be during normal business hours and shall be on the employee's own time, and where another person is authorized to examine the file, and that other person is an employee, it shall be on that person's own time.
- 26.07 Employees who have jobs in the same classification, who can perform all the duties of each other's jobs, may apply to the Employer for permission to trade jobs. Where both employees and their respective managers agree in writing, jobs may be traded. The Employer will not incur any relocation or other expenses.
- 26.08 The parties understand that printing the collective Agreement should be minimized as a result of the availability of electronic distribution. The parties shall share equally the cost of printing a reasonable number of copies of the collective Agreement to be mutually agreed.
- 26.09 Whenever the term "spouse" is used in this agreement, it includes common-law partners and same sex partners.
- 26.10 Where an employee has been directed to attend a specific course, the Employer shall pay normal expenses (pursuant to its usual policy) including the base salary.
- 26.11 The Local Union shall be advised on or about January 1 and July 1 of each year of all persons newly-hired by the Corporation into the bargaining unit and terminations from the bargaining unit.
- 26.12 Upon request, an employee shall be entitled to a copy of his/her job description.
- 26.13 Where, for reasons arising out of disability or other health reasons, an employee is assigned to a position in a classification having a lower maximum salary, he or she shall not receive any salary progression or salary decrease for a period of six months after his/her assignment, and if at the end of that period he or she is unable to accept employment in his/her former classification, he or she shall be assigned to a classification consistent with his/her condition.
- 26.14 Except as provided in 26.13, an employee who is demoted shall be paid at the rate closest to but less than the rate he or she was receiving at the time of demotion, effective from the date of his/her demotion. For greater certainty, an employee will retain his/her anniversary date if placed in a step below the maximum of the position to which he or she is assigned.

- 26.15 It is understood that where **an** employee is assigned to a position pursuant to Articles 26.13 or 26.14, the provisions of Article 12 (Advertising of Vacancies) shall not apply.
- 26.16 **An** employee may decline to accept a temporary assignment which falls outside the bargaining unit.
- 26.17 Where an employee is temporarily assigned to perform a lower rated position, and there is work reasonably available for him/her in the position from which he or she was assigned, he or she shall continue to be paid his/her current rate for the duration of such assignment.
- 26.18 Employees will not be required to have personal vehicles available as a condition of employment.
- 26.19 The Employer's current policy regarding reimbursement of expenses, including personal expenses, meals, and relocation expenses will continue.
- 26.20 Where employees are temporarily assigned work outside of their regularly assigned workplace, employees within reasonable commuting distance may choose to commute rather than staying overnight in the new location. In such cases, travel time and kilometrage will be converted to a dollar amount and paid up to a maximum of the equivalent cost of hotel and meal costs. Such commuting will be outside of assigned working hours.
- 26.21 Where employees are on a work assignment which requires them to be away from home for more than one week at a time, and the employees choose to return home on the weekend(s) involved, the Employer shall reimburse expenses up to a maximum of the equivalent cost of hotel and meal costs for the weekend(s) involved.
- 26.22 The use of facilities and services of MPAC shall be made reasonably available to the Union subject to priorities determined by MPAC in its discretion. The Local Union will reimburse MPAC for any additional charges incurred by **MPAC**.
- 26.23 Subject to space availability, the Employer agrees to endeavor to provide space for meetings of the Local Union within **MPAC** offices.

ARTICLE 27- WAGES

- 27.01 The wage rates for employees covered by this Agreement shall be as set out in Appendix A which is attached to and forms part of this Agreement.
- 27.02 In addition to the rates set out in Appendix A, the Employer may establish performance-based payments for such classifications of employees as it may determine, on such terms and conditions as it may specify. The Employer shall advise the Union as to the creation, amendment or discontinuance of such payments.
- 27.03 Where the Employer creates a new classification within the Bargaining Unit, it shall advise the Union of the rate for the classification **as soon as possible**.

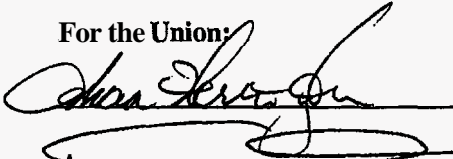
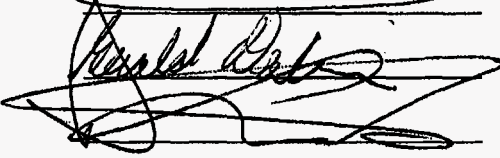
ARTICLE 28 - DURATION

28.01 This Agreement shall continue in effect until the 31st day of December, 2009 and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date, of its desire to amend or terminate the Agreement.

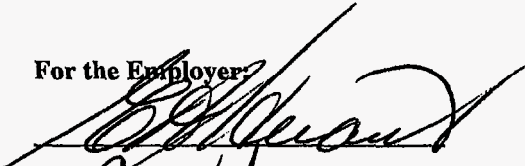
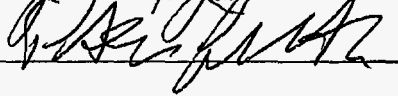
28.02 If notice of amendment or termination is given by either party in accordance with 28.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following receipt of such notification or such further period of time as may be agreed upon.


SIGNED this 29th day of January, 2006.

For the Union:



 Bill Robertson
 Robert Field
 G. Lase

For the Employer:


 Greg Valle
 Carmelo Spin
 Allan Corner
 Jack M. Dupien




SCHEDULE "A"

Administration 1
Administration 2
Administration 3
Administration 4
Administration 5
Administration 6
Administration 7
Administration 8
Administration 9
Administration 10
Administration 11
Drafter 1
Drafter 2
Drafter 3

**SALARY
SCHEDULE**

		CODE			
ACQUISTION SPECIALIST		AS			
01/01/06	\$26.11	\$27.01	\$27.97	\$29.00	\$30.09
01/01/07	\$26.83	\$27.75	\$28.74	\$29.80	\$30.92
01/01/08	\$27.63	\$28.59	\$29.60	\$30.69	\$31.84
01/01/09	\$28.46	\$29.44	\$30.49	\$31.61	\$32.80
ADMINISTRATION 1		AD1			
01/01/06	\$17.31	\$17.63	\$17.99	\$18.36	\$18.73
01/01/07	\$17.79	\$18.11	\$18.48	\$18.86	\$19.25
01/01/08	\$18.32	\$18.66	\$19.04	\$19.43	\$19.82
01/01/09	\$18.87	\$19.22	\$19.61	\$20.01	\$20.42
ADMINISTRATION 2		AD2			
01/01/06	\$17.58	\$17.96	\$18.32	\$18.69	\$19.10
01/01/07	\$18.06	\$18.45	\$18.82	\$19.20	\$19.63
01/01/08	\$18.61	\$19.01	\$19.39	\$19.78	\$20.21
01/01/09	\$19.16	\$19.58	\$19.97	\$20.37	\$20.82
ADMINISTRATION 3		AD3			
01/01/06	\$17.96	\$18.32	\$18.70	\$19.10	\$19.52
01/01/07	\$18.45	\$18.82	\$19.21	\$19.63	\$20.06
01/01/08	\$19.01	\$19.39	\$19.79	\$20.21	\$20.66
01/01/09	\$19.58	\$19.97	\$20.38	\$20.82	\$21.28
ADMINISTRATION 4		AD4			
01/01/06	\$18.32	\$18.70	\$19.10	\$19.52	\$19.95
01/01/07	\$18.82	\$19.21	\$19.63	\$20.06	\$20.50
01/01/08	\$19.39	\$19.79	\$20.21	\$20.66	\$21.11
01/01/09	\$19.97	\$20.38	\$20.82	\$21.28	\$21.75

ADMINISTRATION 5**AD5**

01/01/06	\$18.73	\$19.16	\$19.58	\$19.98	\$20.45
01/01/07	\$19.25	\$19.69	\$20.12	\$20.53	\$21.01
01/01/08	\$19.82	\$20.28	\$20.72	\$21.15	\$21.64
01/01/09	\$20.42	\$20.89	\$21.34	\$21.78	\$22.29

ADMINISTRATION 6**AD6**

01/01/06	\$19.20	\$19.61	\$20.01	\$20.49	\$20.93
01/01/07	\$19.73	\$20.15	\$20.56	\$21.05	\$21.51
01/01/08	\$20.32	\$20.75	\$21.18	\$21.69	\$22.15
01/01/09	\$20.93	\$21.38	\$21.81	\$22.34	\$22.82

ADMINISTRATION 7**AD7**

01/01/06	\$19.70	\$20.14	\$20.61	\$21.09	\$21.58
01/01/07	\$20.24	\$20.69	\$21.18	\$21.67	\$22.17
01/01/08	\$20.85	\$21.31	\$21.81	\$22.32	\$22.84
01/01/09	\$21.47	\$21.95	\$22.47	\$22.99	\$23.52

ADMINISTRATION 8**AD8**

01/01/06	\$20.45	\$20.87	\$21.36	\$21.85	\$22.38
01/01/07	\$21.01	\$21.44	\$21.95	\$22.45	\$23.00
01/01/08	\$21.64	\$22.09	\$22.61	\$23.12	\$23.69
01/01/09	\$22.29	\$22.75	\$23.28	\$23.82	\$24.40

ADMINISTRATION 9**AD9**

01/01/06	\$21.37	\$21.85	\$22.35	\$22.86	\$23.47
01/01/07	\$21.96	\$22.45	\$22.96	\$23.49	\$24.12
01/01/08	\$22.62	\$23.12	\$23.65	\$24.19	\$24.84
01/01/09	\$23.29	\$23.82	\$24.36	\$24.92	\$25.58

ADMINISTRATION 10**AD10**

01/01/06	\$22.43	\$23.01	\$23.62	\$24.24	\$24.84
01/01/07	\$23.05	\$23.64	\$24.27	\$24.91	\$25.52
01/01/08	\$23.74	\$24.35	\$25.00	\$25.65	\$26.29
01/01/09	\$24.45	\$25.08	\$25.75	\$26.42	\$27.08

ADMINISTRATION 11

AD11

01/01/06	\$24.36	\$25.06	\$25.82	\$26.59	\$27.39
01/01/07	\$25.03	\$25.75	\$26.53	\$27.32	\$28.14
01/01/08	\$25.78	\$26.52	\$27.33	\$28.14	\$28.99
01/01/09	\$26.55	\$27.32	\$28.15	\$28.99	\$29.86

BUSINESS DEVELOPMENT SUPPORT

BDS

01/01/06	\$28.67	\$29.60	\$30.59	\$31.61	\$32.65	\$33.73
01/01/07	\$29.46	\$30.41	\$31.43	\$32.48	\$33.55	\$34.66
01/01/08	\$30.34	\$31.33	\$32.37	\$33.45	\$34.55	\$35.70
01/01/09	\$31.25	\$32.27	\$33.35	\$34.46	\$35.59	\$36.77

COMMUNICATIONS SPECIALIST

COM

01/01/06	\$33.52	\$34.73	\$35.96	\$37.29	\$38.61
01/01/07	\$34.44	\$35.69	\$36.95	\$38.32	\$39.67
01/01/08	\$35.48	\$36.76	\$38.06	\$39.46	\$40.86
01/01/09	\$36.54	\$37.86	\$39.20	\$40.65	\$42.09

CUSTOMER SPECIALIST 1

CSP1

01/01/06	\$31.50	\$32.53	\$33.60	\$34.72	\$35.87	\$37.06
01/01/07	\$32.37	\$33.42	\$34.52	\$35.67	\$36.86	\$38.08
01/01/08	\$33.34	\$34.43	\$35.56	\$36.75	\$37.96	\$39.22
01/01/09	\$34.34	\$35.46	\$36.63	\$37.85	\$39.10	\$40.40

CUSTOMER SPECIALIST 2

CSP2

01/01/06	\$37.52	\$38.77	\$40.05	\$41.38	\$42.74	\$44.15
01/01/07	\$38.55	\$39.84	\$41.15	\$42.52	\$43.92	\$45.36
01/01/08	\$39.71	\$41.03	\$42.39	\$43.79	\$45.23	\$46.72
01/01/09	\$40.90	\$42.26	\$43.66	\$45.11	\$46.59	\$48.12

DATABASE ADMINISTRATOR

DBA

01/01/06	\$39.70	\$41.50	\$43.36	\$45.31	\$47.36
01/01/07	\$40.79	\$42.64	\$44.55	\$46.56	\$48.66
01/01/08	\$42.02	\$43.92	\$45.89	\$47.95	\$50.12
01/01/09	\$43.28	\$45.24	\$47.27	\$49.39	\$51.63

DRAFTER 1

DRA1

01/01/06	\$18.72	\$19.16	\$19.64	\$20.12	\$20.62
01/01/07	\$19.23	\$19.69	\$20.18	\$20.67	\$21.19
01/01/08	\$19.81	\$20.28	\$20.79	\$21.29	\$21.82
01/01/09	\$20.41	\$20.89	\$21.41	\$21.93	\$22.48

DRAFTER 2

DRA2

01/01/06	\$21.60	\$22.18	\$22.77	\$23.40	\$24.04
01/01/07	\$22.19	\$22.79	\$23.40	\$24.04	\$24.70
01/01/08	\$22.86	\$23.47	\$24.10	\$24.76	\$25.44
01/01/09	\$23.55	\$24.18	\$24.82	\$25.51	\$26.21

DRAFTER 3

DRA3

01/01/06	\$23.48	\$24.23	\$25.07	\$25.86	\$26.79
01/01/07	\$24.13	\$24.90	\$25.76	\$26.57	\$27.53
01/01/08	\$24.85	\$25.64	\$26.53	\$27.37	\$28.35
01/01/09	\$25.59	\$26.41	\$27.33	\$28.19	\$29.20

FINANCIAL ANALYST 1

FIN1

01/01/06	\$25.48	\$26.53	\$27.61	\$28.74	\$29.90
01/01/07	\$26.18	\$27.26	\$28.37	\$29.53	\$30.72
01/01/08	\$26.97	\$28.08	\$29.22	\$30.42	\$31.64
01/01/09	\$27.78	\$28.92	\$30.10	\$31.33	\$32.59

FINANCIAL ANALYST 2

FIN2

01/01/06	\$28.20	\$29.08	\$30.05	\$31.14	\$32.44
01/01/07	\$28.98	\$29.88	\$30.88	\$32.00	\$33.33
01/01/08	\$29.84	\$30.78	\$31.80	\$32.96	\$34.33
01/01/09	\$30.74	\$31.70	\$32.76	\$33.94	\$35.36

FINANCIAL ANALYST 3

FIN3

01/01/06	\$33.02	\$34.66	\$36.38	\$38.20	\$40.11
01/01/07	\$33.93	\$35.61	\$37.38	\$39.25	\$41.21
01/01/08	\$34.95	\$36.68	\$38.50	\$40.43	\$42.45
01/01/09	\$35.99	\$37.78	\$39.66	\$41.64	\$43.72

FREEDOM OF INFORMATION**FOI**

01/01/06	\$20.50	\$21.18	\$21.88	\$22.61	\$23.34	\$24.12
01/01/07	\$21.06	\$21.76	\$22.48	\$23.23	\$23.98	\$24.78
01/01/08	\$21.70	\$22.42	\$23.16	\$23.93	\$24.70	\$25.52
01/01/09	\$22.35	\$23.09	\$23.85	\$24.65	\$25.44	\$26.29

INFORMATION COORDINATOR**INC**

01/01/06	\$26.25	\$27.35	\$27.99	\$29.09	\$30.69
01/01/07	\$26.97	\$28.10	\$28.76	\$29.89	\$31.53
01/01/08	\$27.78	\$28.95	\$29.62	\$30.79	\$32.48
01/01/09	\$28.61	\$29.81	\$30.51	\$31.71	\$33.45

INFORMATION TECHNOLOGY ANALYST 1**ITA1**

01/01/06	\$23.74	\$24.46	\$25.24	\$26.03	\$26.84
01/01/07	\$24.39	\$25.13	\$25.93	\$26.75	\$27.58
01/01/08	\$25.12	\$25.89	\$26.71	\$27.55	\$28.41
01/01/09	\$25.88	\$26.66	\$27.51	\$28.37	\$29.26

INFORMATION TECHNOLOGY ANALYST 2**ITA2**

01/01/06	\$26.45	\$27.32	\$28.19	\$29.35	\$30.56
01/01/07	\$27.18	\$28.07	\$28.97	\$30.16	\$31.40
01/01/08	\$27.99	\$28.91	\$29.83	\$31.06	\$32.34
01/01/09	\$28.83	\$29.78	\$30.73	\$31.99	\$33.31

INFORMATION TECHNOLOGY ANALYST 3**ITA3**

01/01/06	\$29.51	\$30.57	\$31.99	\$33.42	\$34.98
01/01/07	\$30.32	\$31.41	\$32.87	\$34.34	\$35.94
01/01/08	\$31.23	\$32.35	\$33.86	\$35.37	\$37.02
01/01/09	\$32.17	\$33.32	\$34.87	\$36.43	\$38.13

INFORMATION TECHNOLOGY ANALYST 4**ITA4**

01/01/06	\$31.69	\$33.11	\$34.67	\$36.27	\$38.13
01/01/07	\$32.56	\$34.02	\$35.62	\$37.27	\$39.18
01/01/08	\$33.54	\$35.04	\$36.69	\$38.39	\$40.35
01/01/09	\$34.54	\$36.09	\$37.79	\$39.54	\$41.56

INFORMATION TECHNOLOGY ANALYST 5**ITA5**

01/01/06	\$34.11	\$35.69	\$37.49	\$39.24	\$41.50
01/01/07	\$35.05	\$36.67	\$38.52	\$40.32	\$42.64
01/01/08	\$36.10	\$37.77	\$39.68	\$41.53	\$43.92
01/01/09	\$37.18	\$38.90	\$40.87	\$42.77	\$45.24

LEGISLATION SPECIALIST**LEG**

01/01/06	\$33.02	\$34.66	\$36.38	\$38.20	\$40.11
01/01/07	\$33.93	\$35.61	\$37.38	\$39.25	\$41.21
01/01/08	\$34.95	\$36.68	\$38.50	\$40.43	\$42.45
01/01/09	\$35.99	\$37.78	\$39.66	\$41.64	\$43.72

MANAGER DATA SERVICES**MDS1**

01/01/06	\$21.41	\$24.80
01/01/07	\$22.00	\$25.48
01/01/08	\$22.66	\$26.25
01/01/09	\$23.34	\$27.03

PROGRAM ADMINISTRATOR**PAD**

01/01/06	\$28.67	\$29.60	\$30.59	\$31.61	\$32.65	\$33.73
01/01/07	\$29.46	\$30.41	\$31.43	\$32.48	\$33.55	\$34.66
01/01/08	\$30.34	\$31.33	\$32.37	\$33.45	\$34.55	\$35.70
01/01/09	\$31.25	\$32.27	\$33.35	\$34.46	\$35.59	\$36.77

PROPERTY ASSESSOR I**PA1**

01/01/06	\$17.07	\$17.49	\$17.95	\$18.42	\$18.89	\$19.41	\$19.91	20.48
01/01/07	\$17.54	\$17.97	\$18.44	\$18.93	\$19.41	\$19.94	\$20.46	21.04
01/01/08	\$18.07	\$18.51	\$19.00	\$19.49	\$19.99	\$20.54	\$21.07	21.67
01/01/09	\$18.61	\$19.07	\$19.57	\$20.08	\$20.59	\$21.16	\$21.70	22.32

PROPERTY ASSESSOR 2**PA2**

01/01/06	\$20.41	\$20.97	\$21.60	\$22.22	\$22.91	\$23.61	\$24.34
04/04/06	\$21.02	\$21.60	\$22.25	\$22.89	\$23.60	\$24.32	\$25.07
01/01/07	\$21.60	\$22.19	\$22.86	\$23.52	\$24.25	\$24.99	\$25.76
01/01/08	\$22.25	\$22.86	\$23.55	\$24.22	\$24.97	\$25.74	\$26.53
01/01/09	\$22.92	\$23.54	\$24.25	\$24.95	\$25.72	\$26.51	\$27.33

PROPERTY ASSESSOR 3**PA3**

01/01/06	\$26.53	\$27.32	\$28.18	\$29.08	\$30.00	\$30.96
01/01/07	\$27.26	\$28.07	\$28.95	\$29.88	\$30.83	\$31.81
01/01/08	\$28.08	\$28.91	\$29.82	\$30.78	\$31.75	\$32.76
01/01/09	\$28.92	\$29.78	\$30.72	\$31.70	\$32.70	\$33.74

PROPERTY ASSESSOR 4**?A4**

01/01/06	\$27.83	\$28.72	\$29.63	\$30.56	\$31.80	\$33.15
01/01/07	\$28.60	\$29.51	\$30.44	\$31.40	\$32.67	\$34.06
01/01/08	\$29.45	\$30.40	\$31.36	\$32.34	\$33.65	\$35.08
01/01/09	\$30.34	\$31.31	\$32.30	\$33.31	\$34.66	\$36.14

PROPERTY ASSESSOR 5**PA5**

01/01/06	\$31.44	\$32.54	\$33.66	\$34.82	\$36.02	\$37.30
01/01/07	\$32.30	\$33.43	\$34.59	\$35.78	\$37.01	\$38.33
01/01/08	\$33.27	\$34.44	\$35.62	\$36.85	\$38.12	\$39.48
01/01/09	\$34.27	\$35.47	\$36.69	\$37.96	\$39.26	\$40.66

PUBLIC RELATIONS COORD**PRC**

01/01/06	\$25.90	\$26.77	\$27.64	\$28.56	\$29.51	\$30.48
01/01/07	\$26.61	\$27.51	\$28.40	\$29.35	\$30.32	\$31.32
01/01/08	\$27.41	\$28.33	\$29.25	\$30.23	\$31.23	\$32.26
01/01/09	\$28.23	\$29.18	\$30.13	\$31.13	\$32.17	\$33.23

QUALITY SPECIALIST 1**QSP1**

01/01/06	\$34.45	\$35.58	\$36.75	\$37.99	\$39.23	\$40.53
01/01/07	\$35.40	\$36.56	\$37.76	\$39.03	\$40.31	\$41.64
01/01/08	\$36.46	\$37.66	\$38.89	\$40.21	\$41.52	\$42.89
01/01/09	\$37.55	\$38.78	\$40.06	\$41.41	\$42.76	\$44.18

QUALITY SPECIALIST 2**QSP2**

01/01/06	\$37.52	\$38.77	\$40.05	\$41.38	\$42.74	\$44.15
01/01/07	\$38.55	\$39.84	\$41.15	\$42.52	\$43.92	\$45.36
01/01/08	\$39.71	\$41.03	\$42.39	\$43.79	\$45.23	\$46.73
01/01/09	\$40.90	\$42.26	\$43.66	\$45.11	\$46.59	\$48.13

SALES ACCOUNT MANAGER**SAM**

01/01/06	\$34.45	\$35.58	\$36.75	\$37.99	\$39.23	\$40.53
01/01/07	\$35.40	\$36.56	\$37.76	\$39.03	\$40.31	\$41.64
01/01/08	\$36.46	\$37.66	\$38.89	\$40.21	\$41.52	\$42.89
01/01/09	\$37.55	\$38.78	\$40.06	\$41.41	\$42.76	\$44.18

STATISTICAL ANALYST 1**STA1**

01/01/06	\$20.84	\$21.18	\$21.51	\$21.85	\$22.19	\$22.53	\$22.87	23.26	23.61
01/01/07	\$21.41	\$21.76	\$22.10	\$22.45	\$22.80	\$23.15	\$23.50	23.90	24.26
01/01/08	\$22.06	\$22.42	\$22.76	\$23.12	\$23.48	\$23.84	\$24.20	24.62	24.99
01/01/09	\$22.72	\$23.09	\$23.45	\$23.82	\$24.19	\$24.56	\$24.93	25.36	25.74

STATISTICAL ANALYST 2**STA2**

01/01/06	\$24.21	\$24.98	\$25.80	\$26.67	\$27.56
01/01/07	\$24.88	\$25.67	\$26.51	\$27.40	\$28.32
01/01/08	\$25.62	\$26.44	\$27.30	\$28.23	\$29.17
01/01/09	\$26.39	\$27.23	\$28.12	\$29.07	\$30.04

STATISTICAL ANALYST 3**STA3**

01/01/06	\$29.51	\$30.76	\$32.08	\$33.48	\$34.95
01/01/07	\$30.32	\$31.61	\$32.96	\$34.40	\$35.91
01/01/08	\$31.23	\$32.55	\$33.95	\$35.43	\$36.99
01/01/09	\$32.17	\$33.53	\$34.97	\$36.50	\$38.10

STATISTICAL ANALYST 4**STA4**

01/01/06	\$35.29	\$37.11	\$38.87	\$41.18	\$43.50
01/01/07	\$36.26	\$38.13	\$39.94	\$42.31	\$44.70
01/01/08	\$37.35	\$39.27	\$41.14	\$43.58	\$46.04
01/01/09	\$38.47	\$40.45	\$42.37	\$44.89	\$47.42

TRAINING SPECIALIST**TRN**

01/01/06	\$31.50	\$32.53	\$33.60	\$34.72	\$35.87	\$37.06
01/01/07	\$32.37	\$33.42	\$34.52	\$35.67	\$36.86	\$38.08
01/01/08	\$33.34	\$34.43	\$35.56	\$36.75	\$37.96	\$39.22
01/01/09	\$34.34	\$35.46	\$36.63	\$37.85	\$39.10	\$40.40

VALUATION REVIEW SPECIALISTS

CSR

01/01/06	\$27.83	\$28.72	\$29.63	\$30.56	\$31.79	\$33.15
01/01/07	\$28.60	\$29.51	\$30.44	\$31.40	\$32.66	\$34.06
01/01/08	\$29.45	\$30.40	\$31.36	\$32.34	\$33.64	\$35.08
01/01/09	\$30.34	\$31.31	\$32.30	\$33.31	\$34.65	\$36.14

NOTES:

- 1) **There shall be annual review dates for all classifications except PA1 and STA1, which shall have semi-annual reviews.**



LETTER OF UNDERSTANDING #1

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Articles 11.01 and 24.02

Dear Ms. Casselman:

It is understood that in addition to those persons who were employed by the Ministry of Finance immediately prior to becoming employees of MPAC on December 31, 1998 who shall be credited with seniority **and** service earned with the Ontario Public Service **prior** to December 31, 1998, the following persons shall be credited with seniority **and** service earned with the Ontario Public Service prior to the date of employment with MPAC, for the purposes of Articles 11 and **24:**

Lisa Beauchamp-Yates	Head Office
Catherine Imray	Head Office
Steven Edwards	Head Office
Maddy Cooper	RAO 27
Donald Fertile	RAO 10
Angie Froehlich	RAO 15
Douglas Hawn	RAO 28
Ellen Kelly	Head Office
Janice Lackey	RAO 9
Lucille Lucier	RAO 26
Elizabeth Mallette	RAO 28
Craig Rump	RAO 5
Elaine Stanley	RAO 9
Ka thy Turville	RAO 19
Lina Vivaqua	RAO 15

It **is** understood that if Barb Hennesey (RAO **16**) returns to full-time active employment on or before December 31, 2000, she shall be credited with seniority and service earned with the Ontario Public Service prior to her date of employment with MPAC, for the purposes of Articles 11 and 24.

Yours truly,

Eric Preston,
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #2

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Seniority - Temporary Employees

Dear Ms. Casselman:

This will confirm that seniority for temporary employees will be calculated based on hours worked since commencement of contract employment with MPAC.

During any leave of absence, with or without pay, seniority will accrue **up** to but not beyond the end of the first month in which the leave **of** absence commenced. Where **such** leave of absence continues beyond the end of the first month in which such leave of absence commenced, previously earned seniority shall be maintained and an employee shall resume accumulation of seniority on his/her return.

Yours truly,

Eric Preston,
Vice-president Corporate and **Human** Resources

LETTER OF UNDERSTANDING #3

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Special compensation entitlement on termination

Dear Madam:

This will confirm that full-time employees who accepted employment **with MPAC** at the time of the transfer, December 31, 1998, or who accepted positions **with MPAC** as a result of competitions for approximately “**29** Corporate Services positions” posted on or before December 31, 1999 will receive a special compensation entitlement on termination or death equal to one week per year of combined service with the OPS **and** MPAC to a maximum of 26 weeks less one week per year of OPS service for which termination or severance pay had been paid at the time of the transfer, multiplied by the MPAC salary at the time of the employee’s termination. This includes any severance pay under the Employment Standards **Act**.

This entitlement also applies to full-time Ministry of Finance employees who were on long-term disability prior to December 31, 1998 who have returned to work and commenced full-time employment **with MPAC** in the bargaining unit on or before December 31, 1999 or who were able **to** return to work on or before December 31, 1999 under a medically-approved rehabilitation program which will lead to full-time employment shortly thereafter.

Yours truly,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #4

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Post-Retirement Benefits

Dear Ms. Casselman:

This will confirm the following understanding regarding post-retirement benefits for employees who were employed by the Ministry of Finance immediately prior to becoming employees of the Employer on December 31, 1998:

- (a) Employees who have ten (10) years service with the OPS Pension Plans will continue to be eligible, upon retirement from MPAC, for benefit coverage through the OPS Pension arrangements, such coverage to be in accordance with the OPS benefit plans in effect at the time of retirement;
- (b) For employees with less than ten (10) years service with the OPS Pension Plans, the Employer has arranged lifetime coverage upon retirement from MPAC, for basic life insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan, such coverage to be in accordance with the MPAC plans in effect at the time of retirement. Such coverage shall be at the level the employee enjoyed at the date of retirement, and subject to the same premium sharing arrangements in effect at the date of retirement.
- (c) For employees who were hired on or after December 31, 1998, the Employer has arranged post-retirement coverage to age 65, upon retirement from MPAC, for Basic Life Insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan, such coverage to be in accordance with the MPAC plans in effect at the date of retirement. Such coverage shall be at the level the employee enjoyed at the date of retirement, and subject to the same premium sharing arrangements in effect at the date of retirement.

Yours truly,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #5

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Safety Equipment

Dear Ms. Casselman:

This will confirm that during the term of the Collective Agreement, the Corporation will adhere to the following policies regarding safety equipment and related matters:

- (a) MPAC will reimburse, as required, to a maximum of \$125 the purchase of CSA approved footwear where the employee is assigned work that requires that safety footwear be worn;
- (b) Where an employee's duties require that he/she wear a hard hat, MPAC will provide a hard hat on a personal basis. Hard hats shall remain the property of MPAC.
- (c) Where required, MPAC will supply CSA approved eyewear from office stock;
- (d) Corporation vehicles will be certified for safety on an annual basis. A Corporation vehicle that has in excess of 160,000 kilometres shall be certified for safety every 6 months.
- (e) All Corporation vehicles will be supplied with a first aid kit.

Yours truly,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING#6

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: OPSEU Joint Trusteed Benefit Plan

Dear Ms. Casselman:

This will confirm that when the Employer tenders the Insured Benefits, the carrier of the OPSEU Joint Trusteed Benefit Plan will have the opportunity to submit a tender on the same basis as any other carrier.

Yours truly,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #7

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: EAP Program

Dear Ms. Casselman:

The parties agree that the Employee Assistance Program will meet the following objectives:

1. The full cost of the program to be borne by the Employer.
2. The program shall be available to all employees and their immediate families.
3. Participants will self-identify.
4. The Employer will endeavor to obtain coverage to provide an unlimited number of counseling sessions annually, but in no case will it be less than a maximum of six (6) counseling sessions per family unit annually.
5. The program shall be completely anonymous and confidential.

Yours truly,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #8

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Education Reimbursement

Dear Ms. Casselman:

It is understood that the Employer will continue to apply its current Education Reimbursement Policy. The Union Management Committee will review the policy, and the Employer will consider any recommendations made by the committee.

The current policy for preparation and writing of examinations shall continue.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING #9

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Pension Bridging

Dear Ms. Casselman:

The Union has raised the question of whether, in the case of a laid off employee who might be able to bridge to a retirement qualification date, it is possible to utilize certain periods or credits for such purpose. The **sorts** of periods and credits that might be used for this purpose would include:

- pay in lieu of notice
- termination payments
- vacation credits
- overtime credits
- severance payments

It is understood that the cost to the Employer would be limited to the contribution to the Pension Plan made by the Employer, and it is also understood that the employee would make his/her corresponding contributions.

The Employer undertakes to investigate this issue and determine whether such **an** arrangement is feasible. It is recognized that it would be necessary to ensure that this could be done under the terms of the Pension Plan, and would require Revenue Canada approval. Assuming that one or more **of** these periods or credits can be utilized in **this** way, **and** it is otherwise feasible to do so, the Employer undertakes to implement **such an** arrangement. The Employer will discuss the matter with the Union Management Committee **as** appropriate.

Yours truly,

Eric Preston
Vice-president Corporate **and** Human Resources

LETTER OF UNDERSTANDING #10

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Violence in the Workplace

Dear Ms. Casselman:

This is to confirm that the parties are sensitive to the potential of violence in the workplace. The parties will discuss the issue at the Union Management Committee. The committee may identify options and alternatives to address the issue. The **Employer** will consider these options when implementing any actions to address the issue of violence in the workplace.

Yours truly,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #11

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

Re: Short-Term Sickness

Dear Ms. Casselman:

This **will** confirm certain understandings reached during negotiations regarding short-term sickness during the term **of** the Collective Agreement:

- (a) The Employer shall maintain its "Payroll Policy – Short Term Sickness" except that the reference in paragraph 4 **of** the Policy to "four consecutive weeks" shall be replaced with "15 consecutive working days".
- (b) The Parties agree that the phrase "124 days" in Article 25.12 shall be interpreted **as** "124 days in a calendar year."

Yours truly,

Eric Preston
Vice-president Corporate and **Human** Resources

LETTER OF UNDERSTANDING #12

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

Re: Temporary Employees

Dear Ms. Casselman:

This will confirm certain understandings reached during bargaining regarding the retention of temporary employees at a workplace location when regular employees are designated for layoff at that location.

The parties agree to the following guidelines:

- (a) In the event that layoffs become necessary at a workplace location, the Employer shall, in most cases, terminate any temporary employees at that location **who** are performing the same work as the regular employee who has been designated for layoff;
- (b) In exceptional cases, where it is necessary to retain temporary employees on a project or special basis for a defined period of time, the Employer shall discuss the matter at the Union Management Committee and explain the circumstances.

Yours truly,

Eric Preston
Vice-president Corporate and **Human** Resources

LETTER OF UNDERSTANDING #13

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Pension Bridging

Dear Ms. Casselman:

This will confirm that the Employer **will** maintain the current pension bridging option **during** the term of **the** Collective Agreement.

Yours truly,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #14

Ms. Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Split Shifts

Dear Ms. Casselman:

It is understood that there will be **no** split shifts during the term of this Collective Agreement.

Yours truly,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #15

Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

Re: Benefits and Expenses Improvements

Dear Ms. Casselman:

It is agreed that the Employer will arrange for the following changes to the Supplementary Health and Hospital Plan effective sixty (60) days **from** the date **of** ratification:

- (a) Increase paramedical coverage **from** \$12 per visit to **\$25** per visit for chiropractor, osteopath, chiropodist, podiatrist, naturopath, speech therapist, masseur, and physiotherapist, to an annual maximum **of** \$1200 per practitioner.
- (b) Increase reasonable and customary charges for in-patient confinement in a hospital, **up to** \$125 per day over the cost of standard ward care.
- (c) Amend Article 25.05 to change “providing coverage for prescription eyewear of \$300 over a two-year period” to read “providing coverage for prescription eyewear **of** \$375 over a two-year period, excluding prescription sunglasses, but including the cost of one eye examination within the two-year period”.
- (d) Change vision care deductible from \$10 single/\$20 family to \$25 single/\$50 family.

Effective the date **of** ratification, the Employer will amend its Employee Expense Policy to provide for meals, at \$7.50 for breakfast, \$10.00 for lunch, and \$21.00 for dinner, without submission of receipts.

Yours truly,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #16

Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

Re: Drug Card

Dear Ms. Casselman:

This will confirm that, effective one year ~~from~~ the date of ratification the Employer will arrange for the amendment of the Supplementary Health and Hospital Plan to include the following:

- (a) The plan will be amended to provide employees with a **Drug** Card, which shall provide for direct payment of drug costs at the point of purchase, subject to the limitations set out below;
- (b) Employees shall be obliged to enroll themselves and all eligible participants in the Drug Card **Program** before coverage shall be provided to the respective employee or eligible participant;
- (c) The Employer and the Carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card Program shall be coordinated with any other drug plan under which the employee and the eligible participants may be entitled to coverage;
- (d) The **Drug** Card Program shall include a feature known as "Drug Utilization Review", which ensures that drugs are dispensed safely and responsibly to employees;
- (e) The Supplementary Health and Hospital Plan shall provide for the reimbursement of 90% of the cost of prescribed drugs and medicines on the Plan's formulary that require a physician's prescription. The Plan shall provide reimbursement for 90% of the generic equivalent where a generic equivalent exists. Where the brand name product is dispensed, the employee will pay the difference between the cost of the brand name product and the 90% of the generic equivalent product cost that is reimbursed by the Plan. Notwithstanding the foregoing, if no generic product exists, the Plan shall provide reimbursement for 90% of the cost of the brand name product.
- (f) A deductible of \$3.00 shall be paid by the employee for each individual drug dispensed.

Yours truly,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #17

Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

Re: Article 12 – Vacancies, Promotions and Reassignments

Dear Ms. Casselman:

This will confirm certain discussions at the bargaining table regarding the filling of vacancies under Article 12 of the Collective Agreement. The Union has expressed concerns over the process followed in filling vacancies. In order to alleviate these concerns, the Employer undertakes as follows:

- (a) In considering candidates for the filling of advertised vacancies in accordance with Article 12, the Employer will consider employees' resumes, testing (if applicable), the results of interviews, employees' past work histories, written performance appraisals (Employee Performance Plans) and references, including those from the employees' current and former managers, if applicable. The Employer will undertake to check references of at least the candidates who scored **first** and second in the interview, and the candidate(s) with the greatest seniority **if** the candidate(s) did not score first or second.
- (b) The Employer will advise all candidates in a competition that material is available, through the Intranet, to assist candidates in effective interviewing techniques, and the Employer will encourage employees to make use of this material.
- (c) The Employer will conduct a post-interview review with any unsuccessful candidate who requests one, and will explain to the employee the basis for the employee's rating. It is understood that anything said by either the Employer's representative **or** the employee at such review is not to be referred to in any grievance or arbitration proceedings.
- (d) The Employer is willing to discuss at the Union Management Committee, in accordance with Article 9.14, any issues that either party wishes to raise regarding the process for filling advertised vacancies.

Yours **truly**,

Eric Preston
Vice-president Corporate and Human Resources

LETTER OF UNDERSTANDING #18

Leah Casselman
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Check-off of 'Union Dues

Dear Ms. Casselman:

This **will** confirm certain understandings during bargaining concerning the current use of the Social Insurance Number **as** an identifier for **Union** dues remittances.

The parties agree to continue discussions on **this** matter at the Union Management Committee, with a view to seeking ways to replace **the SIN** with the employee identification number and coordinate their respective electronic databases to facilitate a change.

Yours truly,

Eric Preston
Vice-president Corporate **and** Human Resources

LETTER OF UNDERSTANDING #19

Leah Casselman
President,
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Seniority - temporary employees

~~Dear~~ Ms. Casselman,

This will confirm certain understandings regarding the seniority of persons who were hired **as** temporary employees by MPAC on December 31, 1998, and who had unclassified service with the Ministry of Finance immediately prior to and contiguous ~~with~~ that date.

Subject to the provisions of this letter, **it** is agreed that such persons will be credited ~~with~~ **seniority**, for the sole purpose of vacation, layoff, recall and the filling of vacancies, for continuous service ~~with~~ the **Ministry** of Finance immediately prior to and contiguous ~~with~~ December 31, 1998. It is understood that this will only be done **once** the employee arranges for the provision of records from the Ministry of Finance that confirm the dates of such service. The employee will have until December 01, 2006 to furnish the records. The effective date **of** any change **in** the seniority date will be January 15, 2007.

It is understood that there will be no retroactive impact of the recognition of seniority pursuant to this letter, and the provisions of this letter are otherwise subject to the provisions of Article 11.01 (b).

Yours truly,

Eric Preston,
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING#20

Leah Casselman
President,
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Employees Affected by Corporate Reorganization

Dear Ms. Casselman:

This will confirm certain understandings during bargaining concerning persons who were assigned to a position within a classification having a lower maximum rate, **as** a result of the implementation **of** the corporate reorganization.

It is agreed that persons affected by Paragraph Five of the Letter of Understanding Re: "Corporate Reorganization" attached to the Collective Agreement which expired on December 31, 2005 shall be given a **right** to recall **to** his/her former position should a vacancy occur after the date **of** ratification and before January 31, **2008**.

It is further agreed that any temporary/acting opportunities that may arise during that period in the employee's current workplace location **and** in his/her /former position shall be offered to these employees.

In the event that more than one employee **has rights** under this Letter, seniority shall govern. For greater certainty, and for the purposes of the application **of** this Letter, the position of "Valuation Analyst" shall include all disciplines.

Yours truly,

Eric Preston,
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING # 21

Leah Casselman
President,
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: VEO Employees

~~Dear~~ Ms. Casselman,

This will **confirm** that, effective the date of ratification, employees who left their employment with **MPAC** under the provisions of the VEO referred to **in** the Protocol of August, 2001 will be considered for employment if they apply, on **the** same basis **as** any other non-employee who applies.

Yours truly,

Eric Preston,
Vice-President Corporate and **Human** Resources

LETTER OF UNDERSTANDING # 22

Leah Casselman
President,
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Vacancies, promotions and reassignments

Dear Ms. Casselman,

This will confirm certain understandings reached during collective bargaining regarding new Articles 12.03.1, 12.03.2 and 12.03.3. Currently, the Employer anticipates that it might advertise a position within a defined area comprising more than one MPAC office, for the following positions:

Senior Valuation Analyst
Property Inspection Analyst
Statistical Analyst - MRA
Customer Service Clerk
Municipal Relations Assistant
Case Management Analyst
Office Administrator
Technology Support Analyst
Customer Data Quality Specialist
Quality Assurance Clerk/Data Quality Assurance
Valuation Quality Specialist
Quality Services Specialist

It is agreed that if the Employer intends to advertise other positions as comprising more than one MPAC office, it will secure the agreement of the Union Co-Chair of the Union Management Committee before doing so.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

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