

COLLECTIVE AGREEMENT

- Between -

**THE ENVIRONMENTAL COMMISSIONER OF
ONTARIO**

- and -

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 343**

Expiring March 31, 2019

TABLE OF CONTENTS

ARTICLE 1 – RECOGNITION3

ARTICLE 2 – UNION SECURITY3

ARTICLE 3 – MANAGEMENT RIGHTS4

ARTICLE 4 – WORKPLACE ENVIRONMENT.....5

ARTICLE 5 – HOURS OF WORK6

ARTICLE 6 – HOLIDAYS7

ARTICLE 7 – VACATION.....7

ARTICLE 8 – SICK PLAN.....8

ARTICLE 9 – EDUCATION.....9

ARTICLE 10 – PREGNANCY AND PARENTAL BENEFITS10

ARTICLE 11 – COMMITTEES AND UNION BUSINESS.....11

ARTICLE 12 – OTHER LEAVES OF ABSENCE12

ARTICLE 13 – BENEFITS.....14

ARTICLE 14 – SENIORITY15

ARTICLE 15 – JOB POSTING.....17

ARTICLE 16 – SEVERANCE PAY17

ARTICLE 17 – GRIEVANCE PROCEDURE18

ARTICLE 18 – PERSONNEL MATTERS.....19

ARTICLE 19 – TRAVEL EXPENSES20

ARTICLE 20 – JOB DESCRIPTIONS AND SALARY ADMINISTRATION22

ARTICLE 21 – WAGE RATES24

ARTICLE 22 – BULLETIN BOARD24

ARTICLE 23 – TEMPORARY EMPLOYEES24

ARTICLE 24 – RECIPROCAL AGREEMENT25

ARTICLE 25 – DURATION AND RENEWAL OF THE AGREEMENT25

APPENDIX “A” –SALARY SCHEDULE.....27

COLLECTIVE AGREEMENT

B E T W E E N:

**CANADIAN OFFICE AND PROFESSIONAL
EMPLOYEES UNION, LOCAL 343**

(hereinafter referred to as the "Union")

- and -

ENVIRONMENTAL COMMISSIONER OF ONTARIO

(hereinafter referred to as the "Employer")

PREAMBLE

Consistent with the mission of the Environmental Commissioner of Ontario ("the Employer") and section 54 of the *Environmental Bill of Rights*, it is the mutual desire of the Employer and the Canadian Office and Professional Employees Union, Local 343 ("COPE, Local 343" or "the Union") to foster a progressive, just, proactive, professional and harmonious relationship through common purpose and a positive workplace environment. The parties recognize that the mutual achievement of these goals will help provide the foundation for operational efficiency, the highest quality of service, together with employee satisfaction and employment security.

ARTICLE 1 – RECOGNITION

1.01 The Employer recognizes the Union as the sole collective bargaining agent for all of its employees save and except the Commissioner; Deputy Commissioner; Director of Operations; Co-ordinator, HR/Finance/Administration; Senior Managers; and all other persons above the rank of supervisors/managers.

ARTICLE 2 – UNION SECURITY

2.01 The Employer agrees that all employees shall become and remain members of the Union as a condition of employment.

2.02 The Employer agrees to deduct the amount authorized by the Secretary-Treasurer of COPE, Local 343 as union fees, dues and assessments from each pay period in each month in which an employee has worked and to remit such monies to COPE Ontario once, by the fifteenth (15th) day of the month following the month in which the deductions were made, together with a list of employees from whom such deductions were made.

2.03 Employees newly hired or newly assigned into the bargaining unit will be notified, in writing, on or prior to their starting date that their position is in the COPE bargaining unit, and of the name, address and telephone number of COPE,

Local 343. COPE shall be copied on or about the same time as the information is sent to the employee.

- 2.04 The Union Steward will be entitled to meet with new employees in a private location, provided by the employer, for a period of thirty (30) minutes during working hours for the purpose of introducing new employees to their rights and obligations under the collective agreement. Both employees will be paid for the time spent in the meeting.
- 2.05 The Union will indemnify the Employer and save it harmless from any and all claims or demands which are made against it by any employee as a result of any action taken by the Employer pursuant to the provisions of this Article.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union recognizes and acknowledges that the management of the Employer and its facilities and direction of the working forces are fixed exclusively in the Employer and without limiting the generality of the foregoing the Union acknowledges that it is the exclusive function of the Employer to:
- a) maintain order, discipline and efficiency and in connection therewith to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees, discipline or discharge employees for just cause provided that a claim by an employee who has acquired seniority and passed the probation period that has been discharged or disciplined without cause may be the subject of a grievance and dealt with as hereinafter provided;
 - b) select, hire, transfer, assign, promote, demote, classify, lay-off, recall, retire employees or select employees for positions excluded from the bargaining unit;
 - c) determine the location of operations, and their expansion or their curtailment, the direction of the working forces, the schedules of operations, the number of hours; determine the methods and processes to be employed, job content, quality and quantity standards, the establishment of work or new job classifications; or changing existing ones, the nature of tools, equipment and machinery used and to use new or improved methods, machinery and equipment, change or discontinue existing tools, equipment, machinery, methods of processes; decide on the number of employees needed by the Employer at any time, when overtime shall be worked, the determination of financial policies, including general accounting procedures.
 - d) have the sole and exclusive jurisdiction over all operations, buildings, machinery and equipment.
- 3.02 The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.

- 3.03 The Employer agrees that there will be no lockout of employees, and the Union agrees that there will be no strike, during the term of this Agreement.

ARTICLE 4 – WORKPLACE ENVIRONMENT

- 4.01 (a) There shall be no discrimination by the Employer, the Union or its members against any employee, because of grounds as defined by the Ontario *Human Rights Code*.
- (b) Creed includes religious observance. Marital status includes the status of living with a person of the same sex, or of living with a person of the opposite sex in a conjugal relationship within or outside marriage.
- 4.02 The workplace will be governed by the Legislative Assembly Human Resources Policy with respect to discrimination and harassment.
- 4.03 The Employer and the Union are committed to a workplace free from workplace harassment and violence, in accordance with the *Occupational Health and Safety Act*.

Workplace Harassment

“Workplace harassment” means:

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome; or
- b) workplace sexual harassment.

“Workplace sexual harassment” means:

- a) engaging in a course of vexatious comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome; or
- b) making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Workplace Violence

“Workplace violence” means:

- a) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
- b) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,

c) A statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Limitation

A reasonable action taken by an employer or supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

ARTICLE 5 – HOURS OF WORK

5.01 (a) The normal hours of work shall consist of seven and one-quarter (7 ¼) hours per day, thirty-six and one quarter (36 ¼) hours per week, worked Monday to Friday between the hours of 8:00 a.m. to 6:00 p.m.

5.02 Employees shall be entitled to two (2) fifteen (15) minute breaks daily, and a minimum of thirty (30) minutes unpaid lunch period.

5.03 Work authorized in excess of thirty-six and one-quarter (36 ¼) hours per week shall be paid at time and one-half (1 ½). Authorized overtime can be taken as paid time off within two working weeks with the consent of the Employer and the Employee.

Employee requests to bank hours and take paid time off shall be subject to the approval of the Employee's manager.

An Employee shall not bank and take off more than two full work days within a calendar month.

An Employee shall provide his or her manager with a written request to bank and take time off at least two weeks in advance.

It shall be the Employee's responsibility to ensure that his/her workload and responsibilities are covered during the hours that he/she takes time off.

Issues regarding the implementation of this arrangement shall be referred to the Labour Management Relations Committee.

5.04 Whenever possible, and with reasonable advance written notice, the Employer agrees to facilitate the scheduling of personal appointments of up to two (2) hours during an employee's regular working hours, provided the time is made up at a time mutually agreed to by the employee and his/her Manager or designate.

5.05 In appropriate cases, Policy Advisors and Team Leaders may request and be granted in writing the ability to work an agreed portion of their hours from home – subject to the approval and oversight of the Employee's manager, and the docketing of hours worked at home. Any such approval lasts for a maximum of three months.

ARTICLE 6 – HOLIDAYS

6.01 The following days shall be paid designated holidays for all employees each year:

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

6.02 The Employer agrees to grant all full-time employees five (5) days with pay discretionary leave per calendar year.

6.03 When a paid designated holiday falls on a full-time employee's day off, the holiday shall be moved to the employee's first normal working day following the actual holiday unless otherwise mutually agreed upon between the Union and the Employer.

6.04 An employee is granted a designated holiday if he or she earned wages on at least ten (10) days during the four (4) weeks immediately preceding the designated holiday, and worked his/her scheduled regular day of work preceding his/her scheduled regular day of work following the designated holiday.

6.05 The Employer's office shall close at 1:00 p.m. on December 24th and December 31st. Employees scheduled to work these days, and who work 3.5 hours shall receive a full day's payment for each day. Scheduled leave on the above dates shall be recorded as an absence of a half (1/2) day.

ARTICLE 7 – VACATION

7.01 Employees shall be entitled to the following vacations, based on their anniversary date of employment:

Fifteen (15) days vacation if the employee has completed less than eight (8) years of continuous employment, or

Twenty (20) days vacation if the employee has completed eight (8) years but less than fifteen (15) years of continuous employment, or

Twenty-five (25) days vacation if the employee has completed fifteen (15) years but less than twenty-five years of continuous employment, or

Thirty (30) days vacation if the employee has completed twenty-five (25) or more years of continuous employment.

Employees may take their vacation in single days or half days.

7.02 For the purposes of this Article, a new employee hired shall be granted vacation entitlement based on his/her cumulative service with the previous employer if such employer was an Ontario provincial governmental organization, the Ontario Legislative Assembly or an Officer of the Ontario Legislature. The employee

must have been employed by the previous employer within thirty (30) days preceding his or her employment with the Employer.

- 7.03 Vacation entitlement for new employees during the first year of employment shall be prorated, and vacation credits for part-time employees shall be prorated based on the number of days worked per week.
- 7.04 If an employee carries over vacation, the employee's vacation entitlement must be taken or reduced to a maximum of one year's entitlement not later than the 31st day of December in each year.
- 7.05 In the event of scheduling conflicts between two (2) or more employees, seniority shall govern.
- 7.06 If a paid designated holiday falls within an employee's vacation period, the employee shall be paid for the designated holiday and a vacation credit is not required for that day of absence.
- 7.07 When an employee suffers a *bona fide* illness or injury during the employee's vacation period, that, but for the vacation, would have prevented the employee from attending at work, the employee will be considered on sick leave during said period and the Employer shall credit that part of the vacation, subject to the employee providing satisfactory medical documentation supporting the claim and the duration of the illness or injury.
- 7.08 When an employee terminates employment prior to the end of the calendar year and has received full vacation leave entitlement for the year, any excess vacation received shall be deducted from final wages. Conversely, when an employee severs employment and has not taken full vacation leave entitlement, the employee shall be entitled to receive, upon termination, vacation pay actually earned but unused. Such payment shall be based on the employee's current rate of pay at the date of termination.

ARTICLE 8 – SICK PLAN

- 8.01 Subject to the provisions of Article 8.04, on January 1st annually, an employee shall be credited with six (6) sick leave credits. An employee absent under the Short-Term Sickness Plan ("STSP") immediately prior to January 1st must return to work for twenty (20) working days prior to being issued sick leave credits for the new calendar year.
- 8.02 Sick leave credits may not be carried over from one year to any other year. There shall be no entitlement to payment for unused sick leave credits upon termination of employment. Sick leave credits shall not be granted in advance to supplement sick leave when earned sick leave credits have been exhausted by the employee.
- 8.03 An employee who is unable to attend his/her duties due to a *bona fide* sickness or injury and who has exhausted his/her sick leave credits, shall be entitled to the short-term sick leave of seventy-five (75%) percent of his/her regular wages for up to one hundred and twenty-four (124) working days in accordance with the STSP provisions. The remaining twenty-five percent (25%) of the wages may be

made up by means of debiting a quarter day (1/4) vacation from credits if available.

- 8.04 An employee who is unable to attend his/her duties due to illness or injury shall advise his/her Manager of the inability to report prior to 8:30 a.m. of that business day, and the expected duration of the absence.
- 8.05 (a) After three (3) consecutive working days an employee may be required to provide the Employer with a certificate from a legally qualified medical practitioner relating to the absence and giving an indication of the employee's likely ability to attend work in the future on a regular basis. The costs of the certificate shall be borne by the Employer.
- (b) In the event that an employee is off sick for six (6) or more working days within a 90-day period, an employee may be required to provide the Employer with a certificate from a legally qualified medical practitioner relating to the absence and giving an indication of the employee's likely ability to attend work in the future on a regular basis. The costs of the certificate shall be borne by the Employer. The medical appointment to obtain such a certificate shall be scheduled during an employee's normal working hours or at a mutually acceptable time, and the employee will not lose any pay as a result of attending the medical appointment.
- (c) As part of an Individual Accommodation Plan process, if there is a dispute regarding any of the information received from the employee and/or his/her physician, then the Employer may request an independent medical examination (IME). The cost of the independent medical examiner's report shall be paid for by the Employer. The IME shall be scheduled during an employee's normal working hours or at a mutually acceptable time and the employee will not lose any pay as a result of attending the IME.
- 8.06 An employee who is unable to attend his/her duties due to sickness or injury for a period which exceeds the maximum described in Article 8.03 and provided the employee has been totally disabled for more than six (6) months, the employee shall be entitled to apply for benefit under the provision of the Long-Term Income Protection Plan ("LTIP"). Entitlement to benefit under LTIP shall be determined by the insurance carrier in accordance with the terms and conditions of the LTIP and the Employer's liability shall be limited to the payment of the Employer's share of the premium to the insurance carrier.

ARTICLE 9 – EDUCATION

- 9.01 Fees for professional bodies, including the Ontario Professional Planners Institute and the Law Society of Upper Canada, including applicable tax, will be paid by the Employer at the non-practicing rate where applicable.
- 9.02 Upon request, and subject to the Employer's ability to efficiently and economically operate its business in a timely manner, the Employer shall give reasonable consideration to employee requests for education leave.
- 9.03 Initial approval for such leave must be sought in writing from the employee's Manager with reasonable notice.

- 9.04 Subject to the provision of Article 9.02, during such leave an employee shall retain all other rights under the Agreement and shall return to the position most recently held, if it still exists, or to a comparable position if it does not, in the same geographical area.
- 9.05 When a course has first been approved by the employee's Manager as having a direct bearing on the employee's current duties, the employee shall be entitled to one hundred percent (100%) reimbursement of tuition costs upon evidence to the Employer of successful completion of the course.
- 9.06 When a course has first been approved by the employee's Manager as being indirectly related to an employee's longer term career development, or approved as indirectly related to work to which the employee might reasonably aspire in the employ at Environmental Commissioner of Ontario, the employee shall be entitled to fifty percent (50%) reimbursement of tuition costs to a maximum of one thousand dollars (\$1,000.00) per calendar year, upon evidence to the employer of successful completion of the course.
- 9.07 An employee shall be entitled to reimbursement for the cost of books, approved by the employee's Manager as required for such courses, upon submission of a complete and valid receipt and upon evidence to the Employer of successful completion of the course to a maximum of two hundred dollars (\$200.00) per course.
- 9.08 (a) Subject to the Employer's ability to operate efficiently and economically, the Employer shall give reasonable consideration to employees' requests to second to another organization provided that the employee has three (3) years of service with the organization.

ARTICLE 10 – PREGNANCY AND PARENTAL BENEFITS

- 10.01 Employees shall receive a pregnancy or parental leave without pay in accordance with the provisions of the *Employment Standards Act, 2000*.
- 10.02 (a) A pregnant employee shall be entitled to pregnancy leave in accordance with the provisions of the *Employment Standards Act*.
- (b) An employee eligible for pregnancy leave, who is also eligible to receive corresponding Employment Insurance benefits shall be entitled to a wage supplement comprised of the difference between ninety-three percent (93%) of the employee's salary and the sum of the Employment Insurance benefit, plus any other earnings for each of the seventeen (17) weeks of pregnancy leave.
- 10.03 (a) Employees shall be entitled to a parental leave in accordance with the provisions of the *Employment Standards Act*.
- (b) An employee eligible for parental leave (35 weeks or 37 weeks if she did not take her pregnancy leave), who is also eligible to receive corresponding Employment Insurance benefits, shall be entitled to a wage supplement comprised of the difference between ninety-three percent (93%) of the employee's salary and the

sum of the Employment Insurance benefit plus any other earnings for the first fifteen (15) continuous weeks of the leave.

- 10.04 (a) During pregnancy or parental leave, an employee continues to participate in each type of benefit plan that is related to his/her employment except that the employee may elect in writing to cancel participation in those plans that are voluntary.
- (b) Those voluntary plans include: pension plan, life insurance plan, extended health plan, dental plan and any other types of benefit plans that are prescribed by Part XI of the *Employment Standards Act*.
- (c) Unless the employee gives the employer a written notice that he/she does not intend to pay the employee's contributions respecting those plans that are voluntary, the Employer shall continue to make the Employer's contribution for the plan(s) that the employee continues to participate in.
- (d) Seniority and service for vacation credits continue to accrue during seventeen (17) weeks of pregnancy leave or the thirty-five (35) weeks of parental leave.
- 10.05 (a) The Employer shall reinstate an employee who has taken pregnancy or parental leave when the leave ends to the position the employee most recently held if it still exists, or to a comparable position if it does not, in the same geographic location.
- (b) The Employer shall pay a reinstated employee wages that are at least equal to the greater of:
- (i) the wages the employee was most recently paid by the employer; or
- (ii) the wages that the employee would be earning, had the employee worked throughout the leave.

ARTICLE 11 – COMMITTEES AND UNION BUSINESS

11.01 The parties agree to establish a Labour Management Relations Committee comprised of two (2) elected representatives with seniority from the bargaining unit and two (2) representatives appointed by Management. It is further agreed that a staff representative of COPE, Local 343, may be present at meetings held by the LMRC.

This committee shall meet not less than twice a year during the life of this agreement, or as otherwise agreed to by the LMRC, at the request of either party, provided that such request shall be in writing, supported by a written agenda setting out the particular issues to be discussed relating to the workplace that affect the parties or any employee(s) covered by the Agreement. The parties recognize that it is not the mandate of the LMRC to assume jurisdiction over any matter that is the subject of an existing grievance or which more properly belongs to the jurisdiction of other elected or appointed Union representatives, or committees, under this Agreement.

- 11.02 (a) The employees covered by this Agreement may elect a Negotiating Committee of up to two (2) bargaining unit members who are seniority employees to represent them in negotiations in addition to the COPE staff representative.
- (b) Negotiating Committee members shall be granted time off during normal working hours, while actually in attendance at such negotiation meetings with the Employer.
- (c) Upon reasonable written notice to the Employer, all employees who are members of the Negotiating Committee shall be given an initial one (1) day time off for the purpose of preparing the Union's initial proposals prior to the collective bargaining, at a time mutually convenient for both parties.
- (d) The Union agrees to notify the Employer in writing of the names of the elected Negotiating Committee members, and any subsequent changes, and the Employer shall not be required or responsible to recognize any such person(s) until advance written notice from the Union has been received.
- (e) The time off referred to in this Article shall mean time off without loss of regular straight time (non-premium) pay, benefits and credits.
- 11.03 (a) A seniority employee, elected or appointed to a full-time office of the Union will be granted a leave of absence without pay and benefits, but with accumulation of seniority for a period of up to one (1) year.
- (b) For the purposes of this Article, a request for leave of absence or renewal of such leave, as the case may be, shall be submitted by the Union, in writing, to management at least eight (8) weeks in advance, confirming the date of commencement and duration of the leave sought and the name of the employee covered by the request.
- 11.04 (a) The Employer agrees to recognize up to two (2) stewards who are seniority employees for the purpose of administration of the Agreement, provided that the Union first informs the Employer, in writing, of the names of the stewards and any subsequent changes.
- (b) A steward shall not lose straight time (non-premium) pay for time spent in the prompt and reasonable handling of grievances and in attending meetings with management to discuss grievances provided that he/she shall first obtain the permission of his/her Manager before leaving work, and such permission shall not be unreasonably withheld.
- 11.05 a) The Employer agrees to grant a leave of absence, without pay to employees to attend Union business including conferences, conventions and educational workshops. The cumulative total of the leave of absence shall be ten (10) days per calendar year. During such leave of absence the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits.

- 11.05 b) The Union shall be allowed to meet with all employees in the bargaining unit for a period of one (1) hour, every six (6) months, during regular working hours.

ARTICLE 12 – OTHER LEAVES OF ABSENCE

- 12.01 (a) When a member of the employee's immediate family dies, the employee, upon written request, shall be entitled to receive bereavement leave with pay for a period of up to five (5) consecutive days with pay. Immediate family includes a parent or guardian, a spouse, including common-law and same-gender spouse, a child or ward, and a sibling.
- (b) When a member of the employee's extended family dies, the employee, upon written request, shall be entitled to receive bereavement leave with pay for a period of up to three (3) days. Extended family includes a grandparent, a grandchild, a stepparent, a stepchild, a parent in-law, a brother or sister in-law and a daughter or son in-law.
- (c) In the event of the death of an employee's aunt or uncle, the employee, upon written request, shall be entitled to receive bereavement leave with pay for one (1) day.
- (d) An employee may also be granted up to one (1) days leave with pay for distance travel. Distance travel is contemplated when an employee must travel more than eight hundred kilometres (800 km) to the location of the deceased.
- (e) If during a vacation or personal leave, an employee is bereaved, the employee shall be granted bereavement leave and other paid leave credits so displaced shall be restored.
- (f) On return from the bereavement leave, the employee shall be required to provide his/her Manager with any documented details. Pay referred to in this Article shall mean straight time (non-premium pay).
- (g) For the purpose of this Article, "day" is defined as seven and one-quarter (7 ¼) hours.
- 12.02 All employees who are qualified to vote in a federal, provincial or municipal election shall be granted sufficient time off without loss of regular wages to ensure four (4) consecutive hours for the purpose of casting their vote during normal polling hours.
- 12.03 An employee summoned to serve as a juror shall notify his/her Manager in writing as far in advance as possible, giving full details and dates of the expected absence, and shall be entitled to a leave of absence without loss of regular (non-premium) wages, but shall turn over any and all fees received, to the Employer.
- 12.04 (a) Upon written request as far in advance as possible, the Employer may grant an employee reasonable time off, without pay, to observe religious holidays or religious observances regularly celebrated or practiced by that employee.

- (b) An employee has the option of working in excess of 36.25 hours up to a maximum of 44 hours per week at straight time which may be banked in order to allow the employee to take days off in accordance with 12.04 (a) with pay.
- 12.05 (a) Upon written request as far in advance as possible, the Employer may grant an employee reasonable time off, without pay for care of custodial children under 12.
- (b) An employee has the option of working in excess of 36.25 hours up to a maximum of 44 hours per week at straight time, which may be banked in order to allow the employee to take days off in accordance with 12.05 (a) with pay.
- 12.06 (a) Upon request at least six (6) months in advance, leaves of absence for up to twelve (12) continuous months without pay can be used for any reason. Employees must commit to return to employment following the leave for a period at least equivalent to the leave. Returning employees will be returned to the position most recently held, if it still exists, or to a comparable position if it does not, in the same geographical area, provided that the employee has the threshold skill and ability to immediately perform the work without trial or training.
- (b) To be eligible, an employee must be a regular full-time or regular part-time employee. The number of employees eligible for enrolment at one time may be limited due to operational constraints.
- 12.07 Subject to operational requirements, the Employer may grant a leave of absence without pay to an employee for a special or compassionate purpose. An employee seeking such special leave shall provide his/her Manager with a written request as far in advance as possible and setting out the complete circumstances in support of the request and the commencement and duration of the leave sought. When such leave is granted, the employee shall not be employed by any other employer during the leave period. Any protracted leave may be subject to agreement respecting maintenance of benefit premiums or premium costs applicable to the period of leave and subject to approval by the carrier.
- 12.08 The Emergency Leave Provisions of the *Employment Standards Act*, are hereby incorporated into this Agreement provided that any leave taken under Articles 8 and 12.01 shall be offset against any emergency leave entitlement.
- 12.09 At the sole discretion of the employee's Manager and subject to operational requirements, the Employer may grant a leave of absence for the purpose of Canadian Forces Reserve training
- 12.10 Employees entitled to Employment Insurance (EI) Compassionate Care Benefits will have their benefit level topped up to 93% of their salary.

ARTICLE 13 – BENEFITS

- 13.01 The Employer agrees to continue to pay its current share of the premium owed for the existing health and welfare plans as listed below, during the life of this Agreement in accordance with the terms of the plan(s) for each employee after two (2) months of employment. All the benefits are described more particularly

in the plans for Supplementary Health and Hospital Insurance Plan, Dental Plan, Basic Life Insurance, and vision care and hearing aids.

- 13.02 The Employer's obligation is restricted to the payment of its share of the premiums subject to ensuring that the level of benefit coverage does not change. Employees should refer to the plan documents to identify the limitations and exclusions of the various plans. Any dispute over payment of benefits under any such plan or policy shall be adjusted between the employee and the insurer concerned.
- 13.03 In order to continue coverage under the plan, employees on a leave of absence or lay-off must pay the Employer the equivalent of the total benefit premiums for the duration of the absence.
- 13.04 The Employer shall only be required to remit the premium payments referred to above for employees who are not active at work for the month following the month in which the absence occurs, excluding employees on a pregnancy/parental leave who shall be covered by the *Employment Standards Act, 2000*.
- 13.05 The Employer agrees to continue its current Employee Assistance Program.

ARTICLE 14 – SENIORITY

- 14.01 Newly hired employees shall serve a probationary period of no longer than one hundred and eighty (180) days worked within a twelve (12) month period and shall have no seniority rights during this period. With the written consent of the Employer, the probationary employee and the Union, such probationary period may be extended up to a maximum 45 working days. Where the Employer requests an extension of the probationary period, it will provide notice to the Union at least 15 working days prior to the expected date of expiration of the initial probationary period. Upon completion of the probationary period, a new employee shall have his or her seniority dated back to their date of hire. During the probationary period an employee shall be considered as being employed on a trial basis.
- 14.02 Seniority shall mean an employee's length of continuous service with the Employer.
- 14.03 (a) The Employer will consider the skill, ability and qualifications of the employee to perform the normal required work which is available in determining which employee is to be laid off or recalled from lay-off and provided the senior employee possesses the skill and ability and qualifications to perform the normal required work available, he will be the last to be laid off and conversely, the first to be recalled from lay-off. Seniority in this Article will not apply to a lay-off of one (1) day or less. For a lay-off of two (2) days to five (5) days in duration, employees may use their seniority to bump within their classification only. For lay-offs of more than five (5) days, an employee will use his seniority to bump on an Employer wide basis.

(b) An employee identified as surplus shall receive twelve (12) weeks notice of layoff. Pay in lieu for the balance of the notice period shall only be granted where the Employer determines that operational requirements permit an employee's exit from the workplace prior to the expiration of twelve (12) weeks notice.

14.04 Seniority lists will be supplied to the Union and posted on the bulletin board on January 1st and July 1st of each year of this Agreement. If an employee does not challenge the position of his or her name on the seniority list within fifteen (15) working days from the date their name first appears on the seniority list, provided they are at work when the list is posted, then they shall be deemed to have proper seniority standing. In the event the employee is not at work when the list is posted he or she must object to their seniority standing within fifteen (15) working days from the date he or she returns to work.

14.05 Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- a) if he or she quits;
- b) if he or she retires;
- c) if he or she is discharged for just cause and not reinstated through the Grievance Procedure;
- d) if he or she fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement unless the employee provides a *bona fide* reason;
- e) if eighteen (18) months or a period of time equivalent to the employee's seniority, prior to lay-off, whichever is less, have elapsed from the day of lay-off;
- f) if he or she is absent from work for more than three (3) consecutively scheduled working days without providing the Employer a reasonable excuse;
- g) if he or she is absent from work for more than three (3) consecutively scheduled working days without notifying his manager unless the employee has a reasonable explanation for being unable to notify the Employer.

14.06 When recalling an employee after lay-off, he or she shall be notified by registered mail and allowed ten (10) working days from the date of the notice to report for work and, in the meantime, if an employee is recalled and is not immediately available for work, other employees in seniority standing may be recalled but will be temporarily employed until the senior employee reports within the ten (10) working day period as outlined. It shall be the employee's responsibility to keep the Employer notified as to any change of his address or telephone number so that they will be up to date at all times.

- 14.07 Employees promoted to supervisory positions or positions not covered by this Agreement will retain their seniority after promotion and the time served in such position shall be included in their seniority standing if they are transferred back into the bargaining unit within 12 months (current employees will be grandfathered), unless otherwise mutually agreed provided the employees pay Union dues retroactively up to three (3) months.
- 14.08 Seniority status shall continue to accumulate during the period of a leave of absence of up to one (1) year, including an approved leave of absence for sick leave, LTIP or leave under a Workplace Insurance claim unless the employee has been otherwise terminated in accordance with the provisions of this Agreement. For an employee who was working part-time prior to such leave, such accumulation of seniority will be based on the employee's days of work in the three (3) month period prior to the leave.

ARTICLE 15 – JOB POSTING

- 15.01 When a new job classification is permanently created or additional employees are permanently required in an existing job classification, the Employer will post a notice of the vacancy for a period of five (5) working days on the bulletin board. The notice will specify the nature of the job, qualifications required and the rate of pay. An employee who wishes to be considered for the position so posted shall signify his desire by making written application to the person designated on the posting within the five (5) working day posting period aforesaid.
- 15.02 In filling any posted vacancy under this Article, the Employer will consider the requirements of the operations and the skill, ability, and qualifications of the individual to perform the normal required work and, where these are relatively equal between individuals, seniority shall govern. If no acceptable applications are received, the Employer reserves the right to hire.

ARTICLE 16 – SEVERANCE PAY

- 16.01 Severance pay is paid to an employee who has completed five (5) years or more of service upon termination of employment except when the employee has been terminated for just cause or abandoned employment.
- 16.02 An employee who has completed five (5) or more years of continuous service, which includes periods of full-time unbroken service with an Ontario Provincial Ministry, Agency, Board or Commission, shall be entitled to severance pay, equal to one (1) week's regular wages for each completed year of continuous service to a maximum of twenty-six (26) weeks.
- 16.03 An employee who retires at age sixty-five (65) or earlier under the provisions of a pension plan, with more than five (5) years of continuous service, which includes periods of full-time unbroken service with an Ontario Provincial Ministry, Agency, Board or Commission, shall be entitled to severance pay, equal to one (1) week's regular wages for each completed year of continuous service to a maximum of twenty-six (26) weeks.

- 16.04 An employee who has been terminated for just cause or abandons employment will not receive severance pay.
- 16.05 When an employee is entitled to severance pay and provides the Employer with a written waiver of recall rights upon termination of employment, the employee shall be entitled to receive his/her severance pay entitlement within the time frame established by the *Employment Standards Act*.
- 16.06 When a computation for severance pay involves a part of a year of the total period under consideration, the computation of that part shall be made on a monthly basis, and,
- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and,
 - (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.

ARTICLE 17 – GRIEVANCE PROCEDURE

- 17.01 The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.
- 17.02 A grievance must be filed within fifteen (15) working days of the circumstances giving rise to it occurred or ought reasonably have come to the attention of the employee in the case of an individual grievor or the Union in the case of a union grievance.
- 17.03 The Union will submit grievance forms it proposes be used in the grievance procedure.

The grievance will be dealt with in the following manner and sequence:

Step No. 1: The written grievance will be presented to the employee's manager by the Chief Steward or designate, for settlement. The Manager will respond in writing within five (5) full working days of receipt of the grievance. Failing a satisfactory settlement the grievance will proceed to Step No. 2.

Step No. 2: Within five (5) full working days following the written decision under Step No. 1, the grievance shall be submitted for a meeting between the Grievance Committee and the Commissioner or his designate at which time a representative of the National Union will be in attendance. This meeting must be held within ten (10) full working days from the date the Employer received notice requesting such meeting. The Manager or his designate will give his written reply within five (5) full working days of the meeting. Within five (5) full working days following the date on which the Union received the written reply, the matter may be taken to arbitration, as provided in Article 17.07, Arbitration.

- 17.04 During the probationary period, an employee shall be considered as being employed on a trial basis and may be disciplined or dismissed by the Employer in its sole discretion and shall not be subject to a grievance.

- 17.05 Any differences arising directly between the Employer, and the Union may be submitted in writing by either party beginning at Step No. 2 and the time limits provided shall apply to both parties.
- 17.06 All written decisions arrived at between the representatives of the Employer and the representatives of the Union shall be final and binding upon the Employer, and the Union, and the employee or employees concerned.
- 17.07 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting any Grievance Procedure established by this Agreement, notify the other in writing of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) working days of the reply under Step No. 2.
- 17.08 A sole arbitrator shall be selected by the parties. Should the parties fail to agree within ten (10) working days on an arbitrator, either party may request the Ministry of Labour to appoint an arbitrator, excluding those names upon which the parties could not agree.
- The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 17.09 Each of the parties hereto will jointly share the expenses of the Arbitrator, if any.
- 17.10 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

ARTICLE 18 – PERSONNEL MATTERS

- 18.01 When any employee is called to a meeting by the Employer for the purpose of meting out discipline, the employer representative(s) shall meet with the employee in the presence of a Union Steward. No employee who has completed the probationary period shall be discharged or disciplined except for just cause. An employee who has completed the probationary period shall have the right to appeal any discharge or discipline through the grievance procedure, as outlined in this Agreement.
- 18.02 In the event that it is determined that an employee has been disciplined without just cause, the arbitrator shall have jurisdiction to determine the appropriate remedy.
- 18.03 An employee is entitled to view his/her personnel file upon request. Only work-related documents may be placed in an employee's file, including, but not limited to, documents signed by the employee's immediate Manager, which relate to the employee's performance of his/her responsibilities.

18.04 The Union and the employee shall be provided with a copy of all such disciplinary notations upon their being placed in the employee's file. Failure to provide a copy of the notation to the Union shall not invalidate the discipline.

ARTICLE 19 – TRAVEL EXPENSES

19.01 Employees may be required to travel away from the headquarters on ECO authorized business. When such travel is necessary, the employee must obtain prior approval from their supervisor, supply an itinerary and notify their supervisor in the event of any changes, so that employees may be contacted in an emergency.

The following expenses for ECO authorized travel will be reimbursed within 21 days after submitting the appropriate documentation including an expense form and original receipts (credit card slips are insufficient to support a claim for reimbursement) – unless specifically indicated that receipts are not required. Expenses must be submitted within the fiscal year in which the travel occurred.

19.02 When transportation is required, the most practical and economical mode of transportation must be selected according to the following order:

- Public Transit;
- Personal vehicle;
- Rental vehicle;
- Inter-City bus;
- Rail; and
- Air

(a) Transit shall be used when it is the most practical and economical for the ECO.

(b) A personal vehicle shall be used when it is the most practical and economical for the ECO. When using their personal vehicle on ECO authorized business, employees are entitled the following mileage allowance:

Zero to 4,000 km = \$0.44
4001 – 10,700 km per year - \$0.39
10,701 – 24,000 km per year - \$0.33
24,001 km & over per year - \$0.28

Other fees such as bridge, ferry and highway tolls and necessary parking fees paid (but not gas, traffic fine or parking fine) while driving on ECO authorized business are allowed.

Personal vehicles used on ECO business must be insured at the vehicle owner's expense for personal motor vehicle liability. Coverage should be equal to or greater than the minimum liability specified in the *Insurance Act*. Drivers must

satisfy themselves whether their motor vehicle insurance coverage should include business use of their vehicles. The ECO will not reimburse costs of business use coverage or collision and liability.

The ECO assumes no financial responsibility for privately owned vehicles other than paying the kilometric rate when used for ECO authorized travel. The ECO is not responsible for reimbursing deductible amounts related to insurance coverage. Those driving a personal vehicle on ECO authorized travel cannot make claims to the ECO for damages as a result of a collision.

- (c) A rental vehicle shall be used when it is the most practical and economical for the ECO. When making rental arrangements, employees should request and accept the lowest government fare practicable and request collision, loss and damage waiver coverage. Luxury and sports car rentals are prohibited. Rental vehicles must be re-fuelled wherever possible before return, in order to avoid higher gasoline charges imposed by the rental car agency.

Other fees such as gas, bridge, ferry and highway tolls and necessary parking fees (but not traffic fines or parking fines) will be paid while driving on ECO authorized travel.

- (d) An Inter-City bus shall be used when it is the most practical and economical for the ECO. Employees should request and accept the lowest government fare practicable.
- (e) Rail travel (coach class) shall be used when it is the most practical and economical for the ECO. Employees should request and accept the lowest government fare practicable.
- (f) The choice of air travel (economy class) when it is the most practical and economical for the ECO is allowed. Business class seating may be permitted for international flights or for flights within Canada and the continental USA only for health reasons and must be approved by the Commissioner (or his/her designate). Travel must be arranged in advance. Open-ended tickets are prohibited. Employees should request and accept the lowest government fare practicable.

Other fees such as airport taxes, ground transportation to and from the departure airport and arrival airport are also allowed.

- 19.03 Overnight accommodation is allowed for single accommodation in a standard room. No reimbursement will be made for suites, executive floors, or concierge levels or additional fees such as pay TV, games, mini-bar, etc. Employees should request and accept the lowest government fare practicable.

Overnight accommodation within 125 kilometres from headquarters area is usually not allowed. An employee may request approval from their supervisor for overnight accommodation within 125 kilometres when attending ECO business scheduled very early in the morning or very late in the evening. The decision to allow such an exception is at the supervisor's discretion who shall consider the normal departure time of the employee from their residence and if it

is reasonably possible for the employee to arrive to the ECO business on time without being provided overnight accommodation. Similar consideration should be given when deciding whether or not to allow overnight accommodation for an event being held very late in the evening.

If it is necessary to cancel or change a hotel reservation, it usually must be done prior to 6:00 p.m. on the day of arrival in order to avoid “no-show” charges. Penalties incurred for non-cancellation of guaranteed hotel reservations will be the employee’s responsibility and will be reimbursed only in exceptional circumstances.

Private stays with family or friends are encouraged. A maximum of \$30.00 per night for gratuitous lodging expenses is allowed. No receipt is required.

19.04 When an employee is required to be away overnight, the employee shall be entitled to claim the expense of one (1) telephone call home.

19.05 Reasonable gratuities for meals, bellhop, hotel room services and taxis will be reimbursed. Receipts are not necessary to support reimbursement of these expenses.

Individuals who are away from home for five or more consecutive days shall be reimbursed for reasonable expenses for laundry and dry cleaning that was necessary during the trip and as a result of conducting business.

While travelling on ECO authorized business, additional business expenses not otherwise covered will be reimbursed, such as business calls, air/rail phones, computer access charges, photocopying, word processing services, facsimile transmissions, internet connections, rental and transportation of necessary office equipment, provided the charges are incurred while conducting ECO business.

19.06 Meal costs will be reimbursed when an employee is away from headquarters on ECO authorized business during a normal meal period providing that the employee is not attending a function where a meal is provided. Reimbursement allowances for meals are set out below including taxes and gratuities but cannot involve alcoholic beverages. An employee cannot claim for breakfast unless he/she has been allowed overnight accommodation on the previous night.

The daily per diem maximum is:

Breakfast:	\$8.75
Lunch:	\$11.25
Dinner:	\$20.00
Total:	\$40.00 per day

ARTICLE 20 – JOB DESCRIPTIONS AND SALARY ADMINISTRATION

20.01 Each bargaining unit position shall have a current job description. Employees requesting a current job description will receive one within fifteen (15) days.

- 20.02 For newly created or substantially changed positions the Employer and the Union will negotiate the salary. Should the parties be unable to agree the matter may be submitted to an arbitrator. The arbitrator will have the authority to set the rate of pay and order retroactivity should he/she deem it appropriate in the circumstances.
- 20.03 Employees shall be paid by direct deposit on a bi-weekly basis on alternate Thursdays. When a designated paid holiday falls on a designated payday, employees shall receive their pay on the preceding day.
- 20.04 (a) When an employee is required to assume the majority of the responsibilities of a position in a higher band, such employee shall receive the bottom of the range of the higher band, or be placed at the salary step for that position that is at least three percent (3%) above the employee's current salary, whichever is greater, for the duration of the assignment.
- (b) When an employee is assigned by the Employer to an excluded or management position to fill a temporary vacancy, such employee shall receive the bottom of the range of the position or be provided with at least a five percent (5%) increase above the employee's current salary, whichever is greater, for the duration of the assignment provided the excluded or management responsibilities are performed for at least ten (10) consecutive working days.
- (c) The employee acting in an excluded or management position will continue membership within the Union and shall retain all rights and obligations under this agreement, except that bargaining unit seniority will not continue to accumulate beyond two (2) months for an excluded/management assignment. A bargaining unit employee will not be assigned to an excluded or management position to fill a temporary vacancy for more than fifteen (15) continuous months unless mutually agreed upon between the Employer and the Union.
- 20.05 When an employee has been promoted to a position in a higher band, he or she will be placed at the minimum salary for that position or to the salary step that provides the employee with at least a three percent (3%) increase. The employee will proceed to the next salary step after one (1) year.
- 20.06 (a) When an employee has been transferred laterally to a position within the same band, the employee shall not be entitled to a change in pay since there is no change in salary range.
- (b) When the Employer has transferred an employee to a position within a lower band, the employee shall maintain his or her salary but the salary shall be frozen if it is above one hundred percent (100%) of the lower band salary range.
- (c) When the Employer has transferred an employee, at the request of the employee and the approval of the Employer, into a position within a lower band, the employee shall be paid at the same salary step of the lower band.

- 20.07 For purposes of Article 21 notwithstanding the 3% differential requirement the employee shall not receive an increase in excess of the top of the grid under any circumstances.
- 20.08 Employees who are laid off and bump into a lower classification, pursuant to Article 14, will suffer no reduction in salary for a maximum of three (3) months while working in the lower classification.

ARTICLE 21 – WAGE RATES

- 21.01 Job classifications and wage rates are set out in Appendix “A” to this Agreement.
- 21.02 If an employee is temporarily transferred from his regular classification to another classification, his rate of pay will be determined as follows:
- (a) if the rate for the classification to which he transfers is higher, he will receive the higher rate;
 - (b) if the rate for the classification to which the transfer is lower, he will receive such lower rate if he initiated the transfer, but he will continue receiving his own higher rate if the transfer was initiated by the Employer;
 - (c) this article shall not apply if the transfer is for one (1) day or less.
- 21.03 Employees shall progress on the salary scale on the anniversary date of their employment.
- 21.04 When a Policy Advisor reaches the level S4, he or she shall be permitted to identify himself or herself as a “Senior Policy Advisor.” Policy Advisor and Senior Policy Advisor are included in the same job description and job classification.
- 21.05 Temporary employees will be entitled to an additional amount equal to five per cent (5%) of total earnings in lieu of health and welfare benefits.

ARTICLE 22 – BULLETIN BOARD

- 22.01 The Union shall have the use of a bulletin board in the Employer’s premises for the purpose of posting notices relating to the Union’s legitimate business as it relates to the Employer. Such notices must be approved by the Employer prior to their being posted and such approval will not be unreasonably withheld.

ARTICLE 23 – TEMPORARY EMPLOYEES

- 23.01 (a) The Employer may hire temporary employees for a period of up to eighteen (18) months, or for a longer period if otherwise agreed upon by the Employer and the Union.
- (b) Should a temporary employee obtain a permanent position, their seniority shall be retroactive to their last date of hire.

APPENDIX “A” –SALARY SCHEDULE

Case Management Assistant	Date	S1	S2	S3	S4	S5		
	4/1/2016	\$ 42,662	\$ 43,559	\$ 44,453	\$ 45,489	\$ 46,479		
	4/1/2017	\$ 43,302	\$ 44,213	\$ 45,120	\$ 46,172	\$ 47,176		
	4/1/2018	\$ 44,060	\$ 44,986	\$ 45,910	\$ 46,980	\$ 48,002		
Communications and Outreach Co-ordinator	Date	S1	S2	S3	S4	S5		
	4/1/2016	\$ 67,183	\$ 70,570	\$ 74,127	\$ 77,865	\$ 81,790		
	4/1/2017	\$ 68,191	\$ 71,628	\$ 75,239	\$ 79,033	\$ 83,017		
	4/1/2018	\$ 69,384	\$ 72,882	\$ 76,556	\$ 80,416	\$ 84,469		
Policy Advisor	Date	S1	S2	S3	S4	S5	S6	S7
	4/1/2016	\$ 67,183	\$ 70,570	\$ 74,127	\$ 78,915	\$ 84,942	\$ 86,641	\$ 88,374
	4/1/2017	\$ 68,191	\$ 71,628	\$ 75,239	\$ 80,099	\$ 86,216	\$ 87,940	\$ 89,700
	4/1/2018	\$ 69,384	\$ 72,882	\$ 76,556	\$ 81,501	\$ 87,725	\$ 89,479	\$ 91,269
Public Information/Outreach Officer	Date	S1	S2	S3	S4	S5		
	4/1/2016	\$ 59,698	\$ 63,086	\$ 65,423	\$ 69,861	\$ 73,248		
	4/1/2017	\$ 60,594	\$ 64,032	\$ 66,404	\$ 70,909	\$ 74,347		
	4/1/2018	\$ 61,654	\$ 65,152	\$ 67,566	\$ 72,150	\$ 75,648		
Resource Centre Co-ordinator	Date	S1	S2	S3	S4	S5		
	4/1/2016	\$ 61,915	\$ 63,688	\$ 65,459	\$ 67,231	\$ 69,003		
	4/1/2017	\$ 62,844	\$ 64,643	\$ 66,441	\$ 68,239	\$ 70,038		
	4/1/2018	\$ 63,944	\$ 65,774	\$ 67,604	\$ 69,433	\$ 71,264		
Project Co-ordinator	Date	S1	S2	S3	S4	S5		
	4/1/2016	\$ 56,641	\$ 59,859	\$ 63,078	\$ 66,296	\$ 69,515		
	4/1/2017	\$ 57,490	\$ 60,757	\$ 64,024	\$ 67,291	\$ 70,558		
	4/1/2018	\$ 58,496	\$ 61,820	\$ 65,144	\$ 68,468	\$ 71,793		
Public Information Officer	Date	S1	S2	S3	S4	S5		
	4/1/2016	\$ 47,444	\$ 48,527	\$ 49,611	\$ 50,766	\$ 52,086		
	4/1/2017	\$ 48,155	\$ 49,255	\$ 50,355	\$ 51,527	\$ 52,867		
	4/1/2018	\$ 48,998	\$ 50,117	\$ 51,237	\$ 52,429	\$ 53,792		
Resource Centre Librarian	Date	S1	S2	S3	S4	S5		
	4/1/2016	\$ 53,213	\$ 54,495	\$ 55,880	\$ 57,265	\$ 58,644		
	4/1/2017	\$ 54,011	\$ 55,312	\$ 56,718	\$ 58,124	\$ 59,523		
	4/1/2018	\$ 54,956	\$ 56,280	\$ 57,711	\$ 59,141	\$ 60,565		
Systems Administrator	Date	S1	S2	S3	S4	S5		
	4/1/2016	\$ 66,370	\$ 69,717	\$ 73,230	\$ 76,921	\$ 80,799		
	4/1/2017	\$ 67,366	\$ 70,763	\$ 74,329	\$ 78,074	\$ 82,011		
	4/1/2018	\$ 68,545	\$ 72,001	\$ 75,629	\$ 79,441	\$ 83,446		
Team Leader	Date	S1	S2	S3	S4	S5		
	4/1/2016	\$ 87,465	\$ 89,214	\$ 90,999	\$ 92,819	\$ 94,675		
	4/1/2017	\$ 88,777	\$ 90,552	\$ 92,364	\$ 94,211	\$ 96,095		
	4/1/2018	\$ 90,331	\$ 92,137	\$ 93,980	\$ 95,860	\$ 97,777		

- 23.02 Subject to the modifications as specified in this Article, all other Articles of this Agreement shall have full application to all temporary employees excluding Articles 8, 9, 13, 14, 15.
- 23.03 Temporary employees shall not accrue seniority. Therefore, when temporary employees are laid off or they come to the end of their fixed term of employment they shall not be entitled to bump a regular employee or have any recall rights.
- 23.04 The Employer agrees to notify the Union, in writing, of any temporary employees hired and the nature and duration of the assignment.
- 23.05 Temporary employees are not entitled to any health and welfare benefits, but will be entitled to a percentage of total earnings in lieu of health and welfare benefits (see Article 21.05).

ARTICLE 24 – RECIPROCAL AGREEMENT

- 24.01 The Employer agrees to continue participation in any reciprocal arrangement or agreement between Management Board of Cabinet and the Office of the Assembly which permits employees to transfer between the Ontario Public Service and the Office of the Assembly and any of the agencies to which the Office of the Assembly provides services, without a break in service and with maintenance of the following:

pension credit date
vacation credits
overtime credits
sick day banks
personal leave days, if applicable, under Letter of Understanding

ARTICLE 25 – DURATION AND RENEWAL OF THE AGREEMENT

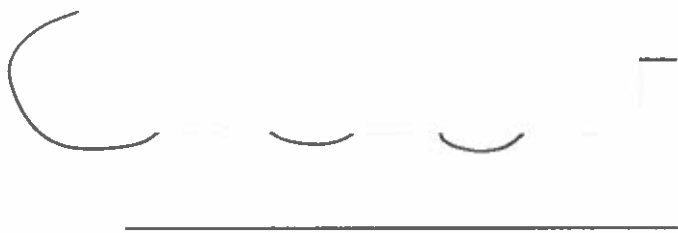
- 25.01 This agreement shall remain in full force and effect until March 31, 2019, and unless written notice of a desire to bargain for a revised agreement is given by either party, this agreement shall automatically continue from year to year thereafter.
- 25.02 Either party may not more than ninety (90) days before any expiry date hereof, give written notice of a desire to bargain for a revised Agreement.
- 25.03 During the negotiations for a renewal Agreement, this Agreement shall remain in full force and effect, subject to the provisions of the *Labour Relations Act*.

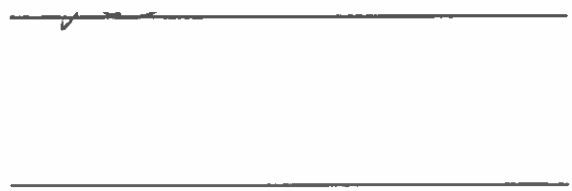
Per:

Per:

**Environmental Commissioner of
Ontario**

**Canadian Office and Professional
Employees Union, Local 343**





October 17, 2016