

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 503**

**and**

**Ontario College of Trades**

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**DURATION: January 1, 2015 – December 31, 2018**



Sector 9

5-503-788-20181231-9

## TABLE OF CONTENTS

ARTICLE #	PAGE #
PURPOSE	2
ARTICLE 1 - RECOGNITION	2
ARTICLE 2 - MANAGEMENT RIGHTS	4
ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT	4
ARTICLE 4 - UNION DUES DEDUCTION	5
ARTICLE 5 - LABOUR-MANAGEMENT RELATIONS	5
ARTICLE 6 - HEALTH AND SAFETY	7
ARTICLE 7 - JOB POSTING	8
ARTICLE 8 - PROMOTION AND PAY ADMINISTRATION	10
ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE	11
ARTICLE 10 - DISCIPLINE	15
ARTICLE 11 - SENIORITY	15
ARTICLE 12 - EMPLOYMENT STABILITY/JOB SECURITY	18
ARTICLE 13 - TECHNOLOGICAL CHANGE	23
ARTICLE 14 - NO PYRAMIDING	24
ARTICLE 15 - LEAVES OF ABSENCE	24
ARTICLE 16 - SHORT TERM SICKNESS PLAN	29
ARTICLE 17 - HOURS OF WORK AND OVERTIME	34
ARTICLE 18 - PREMIUM PAYMENTS AND TRANSPORTATION / MEAL ALLOWANCE	35
ARTICLE 19 - HOLIDAYS	37
ARTICLE 20 - VACATION	38
ARTICLE 21 - HEALTH AND WELFARE BENEFITS	40
ARTICLE 22 - ALTERNATIVE WORK ARRANGEMENTS	47
ARTICLE 23 - PART-TIME AND TEMPORARY EMPLOYEES	48
ARTICLE 24 - JOINT JOB EVALUATION COMMITTEE	48
ARTICLE 25 - ENTITLEMENT ON DEATH	49
ARTICLE 26 - TERM OF AGREEMENT	50
Letter of Understanding #1 – Transferees	54
Letter of Understanding #2 – June 6, 2013 Transferees	55
Letter of Understanding #3 – Joint Working Group	56

## **PURPOSE**

The interest of the parties is to establish a harmonious working relationship between the Employer and the employees. The parties are committed to the delivery and maintenance of excellence in all that we do to serve the stakeholders of the Ontario College of Trades.

The purpose of this Agreement is to provide a mechanism for the prompt and equitable disposition of issues and grievances, establish and maintain a safe working environment, hours of work, and wages for all employees within the Bargaining Unit.

## **ARTICLE 1 - RECOGNITION**

1.1 The Ontario Public Service Employees Union (OPSEU) is recognized as the exclusive bargaining agent for a Bargaining Unit consisting of all employees of the Ontario College of Trades save and except persons who exercise managerial functions; executive assistants to the Board of Directors, CEO, and Directors; supervisors and those above the rank of supervisors; or are employed in a confidential capacity relating to labour relations.

### **1.2 No Other Agreements**

No employees shall be required or permitted to make a written or verbal agreement with the Employer or his representative, which may conflict with the terms of this Collective Agreement. No offers of employment shall be permitted which may conflict with the terms of this Collective Agreement.

### **1.3 No Strikes or Lockouts**

The Union agrees there shall be no strikes and the Employer agrees there shall be no lockouts so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act, 1995*.

### **1.4 Employee Definitions**

The Employer acknowledges that the employees covered by this Agreement fall within the following categories:

#### **a) Full-time**

The normal hours of work shall be:

- i) thirty-six and one-quarter (36¼) hours per week and seven and one-quarter (7¼) hours per day; or
- ii) forty (40) hours per week and up to ten (10) hours per day.

as applicable to the band to which the full-time position is assigned.

#### **b) Part-time**

Employees who are regularly scheduled for:

i) less than thirty six and one quarter (36¼) hours or per week, as applicable to the band to which the regular part time position is assigned;

or

ii) less than twenty (20) full days over a period of four (4) consecutive weeks.

**c) Temporary**

Employees who are hired:

i) for specific projects; or

ii) pursuant to a fixed-term contract for a defined period of time for up to eighteen (18) months.

With respect to 1.4 c) i) an employee may not be maintained beyond the length of the specific project unless it is agreed to in writing by the Employer, employee and Union.

With respect to 1.4 c) ii), an employee may not be maintained in a temporary contract beyond eighteen (18) months unless it is agreed upon in writing between the Union, the employee and the Employer.

**1.5 Internship Program/Initiatives**

The parties agree that the Employer may provide internship positions to various individuals. An intern is defined as an individual participating in an educational program or initiative who is unpaid by the Employer. The parties agree that Interns are not Bargaining Unit employees as per Article 1 and not governed by the Collective Agreement.

**1.6 Student Employees**

A student is a temporary employee occupying a "student position" during his or her regular school, college or university vacation period or in a Special Youth and/or Student Employment Program during his or her regular school, college or university session or vacation period or occupying a "co-operative education student position" under a cooperative education program. Student employees are considered fixed-term contract employees for the purpose of this Agreement and will be paid in accordance with the student wage rate.

**1.7 Contracting Out**

The Employer shall not contract out work currently performed by members of this Bargaining Unit if, as a result of such contracting out, a layoff of any Bargaining Unit employee(s) occurs.

**1.8 Definitions**

**1.8.1** Reference to "calendar day" in this Agreement refers to any day of the week, including weekends and holidays.

**1.8.2** Reference to "working day" in this Agreement refers to Monday to Friday, excluding the holidays described in Article 19.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 For the purpose of this Collective Agreement, the right and authority to manage the business and direct the workforce, including the right to hire and layoff, appoint, assign and direct employees; evaluate and classify positions; discipline, dismiss or suspend employees for just cause; determine organization, staffing levels, work methods, the location of the workplace, the kinds and locations of equipment, the merit system, training and development and appraisal; and make reasonable rules and regulations, shall be vested exclusively in the Employer. It is agreed that these rights are subject only to the provisions of this Collective Agreement.

## **ARTICLE 3 - NO DISCRIMINATION OR HARASSMENT**

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

- 3.2 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, age, record of offences, same-sex partnership status, family status or disability.

- 3.3 Every employee who is covered by this Agreement has a right to freedom from discrimination and harassment in the workplace in accordance with the *Ontario Human Rights Code*.

### **3.4 Sexual Harassment**

The Employer and the Union are aware of the provisions of the *Ontario Human Rights Code* that provide that persons have the right to be free from sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that it is unwelcome. Both parties subscribe to this principle, and to that end, acknowledge the following objectives:

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action will be taken immediately;
- every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;
- the complaint shall be made to as impartial a person as possible, being the CEO or his/her designate and who is not the person against whom the complaint is made.

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

- 3.5 The time limits set out in Article 9 (Grievance Procedure) do not apply to complaints under Article 3.4, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- 3.6 The Employer and the Union recognize their joint duty to accommodate employees in accordance with the provisions of the *Ontario Human Rights Code*.
- 3.7 In accordance with their obligations under the *Occupational Health & Safety Act*, the parties are committed to a workplace free from workplace violence and harassment.

#### **ARTICLE 4 - UNION DUES DEDUCTION**

- 4.1 The Employer shall deduct from each bi-weekly pay of each Bargaining Unit employee from the first day of employment, an amount equivalent to such Union dues as the Union advises the Employer. The Employer agrees that it will remit the total amount of such deductions to the Accounting Department of the Union, no later than the fifteenth (15<sup>th</sup>) day of each month following the month that deductions were made.
- 4.2 The monthly dues deduction list is to be copied to the Unit Steward of the Employee Relations Committee (ERC) at the same time that it is forwarded to the Union's Accounting Department.
- 4.3 The Union will advise the Employer in writing of the amount of its regular dues. The amount specified shall continue to be deducted until changed by further written notice to the Employer signed by authorized officials of the Union.
- 4.4 The Union agrees to save the Employer harmless and to indemnify the Employer with respect to any claim made against the Employer by any employee or group of employees arising out of the deduction of union dues as herein provided.
- 4.5 The Employer agrees to print the amount of total dues deduction paid by each employee for the previous year on the individual's Income Tax T4 form.

#### **ARTICLE 5 - LABOUR-MANAGEMENT RELATIONS**

- 5.1 Employee Relations Committee (ERC)
  - 5.1.1 The parties mutually agree that there are matters that would be beneficial if discussed at the ERC during the term of this Agreement to promote constructive and harmonious relations.
  - 5.1.2 The Committee shall be composed of three (3) representatives from the Employer and three (3) representatives from the Union and shall meet at a time and place mutually agreed upon. An OPSEU staff representative will

attend at the request of the Union and the Union will endeavour to give ten (10) working days' notice to the Employer.

**5.1.3** The Committee shall meet every two (2) months unless otherwise mutually agreed upon. A request for a meeting hereunder will be made in writing at least ten (10) working days prior to the date proposed and be accompanied by an agenda of matters proposed to be discussed.

**5.1.4** The Union Representatives of the ERC shall attend such joint meetings with no loss of pay or credits.

**5.1.5** The chairperson of the committee shall alternate between a Union member and an Employer member.

## **5.2 Information to Union**

**5.2.1** At the time specified for the posting of seniority lists in Article 11, the Employer shall provide to the ERC a list of all Bargaining Unit staff, showing the name, start date, employment category, status and worksite/department.

Wherever the Collective Agreement anticipates that there will be information sharing between the Employer and Union, the information will be shared electronically unless otherwise agreed upon.

The Employer will provide to the ERC at each meeting a list of all vacant positions and the names of the temporary employees filling these positions.

**5.2.2** Regular communications regarding the issues discussed at the ERC meetings will be posted electronically in the workplace. This is a joint responsibility of the Employer and Union representatives.

## **5.3 Negotiating Committee**

The Employer acknowledges the right of the Union to appoint, elect, or otherwise select a Negotiating Committee of up to four (4) employees to negotiate the renewal of this Agreement. These leaves shall be with no loss of pay and with no loss of credits up to and including conciliation.

## **5.4 List of Union Representatives**

The Union agrees to provide and maintain an up-to-date list of all Union Representatives to the Manager of Human Resources or designate.

## **5.5 Information to New Employees**

**5.5.1** A newly hired employee shall be informed in writing whether his or her position is within the Bargaining Unit, the name and address of the bargaining agent and the name and work location of the local Union Steward which shall be provided.

**5.5.2** The Employer shall ensure that all employees have access to the Collective Agreement.

## **5.6 New Employee Interview**

All new employees will have the opportunity to meet with a representative of the Union, in the employ of the Employer and employed at the new

employee's worksite for a period of up to thirty (30) minutes during the employee's first (1<sup>st</sup>) week, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the Collective Agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Employer.

#### **5.7 Local Time Off**

The president or his or her designee of a local, who is an employee of the Employer, shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the local on the following basis:

- a) only the local president or his or her designee shall be granted such leave;
- b) the leave, which shall not include any travel time, shall be for a single period of not more than four (4) hours every two (2) weeks, and unused leave shall not be cumulative;
- c) the leave shall, to the extent possible, be taken at the same time on the same day every two (2) weeks, as pre-arranged between the local president and his or her supervisor; and
- d) the local president or his or her designee shall not, during his or her period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business, or use any of the Employer's equipment or other resources;

#### **5.8 Printing of Collective Agreement**

The cost of printing the Collective Agreement will be shared equally by the Employer and the Union.

#### **5.9 Bulletin Boards**

The Employer shall provide a bulletin board at all worksites for the purpose of posting notices of union functions and other appropriate information.

### **ARTICLE 6 - HEALTH AND SAFETY**

**6.1** The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that the Employer, Union and all employees shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of health and safety in the workplace.

**6.2** The Employer shall provide and maintain safety equipment and protective clothing where it requires that such shall be worn by its employees.

Employees shall use all safety equipment and protective clothing provided and shall participate in any related training programs.

#### **Joint Health And Safety Committee ("JHSC")**

**6.3** The Employer shall establish a Joint Health and Safety Committee (JHSC) as mandated under the *Occupational Health and Safety Act*. Terms of Reference



shall be established by the JHSC and shall be in compliance and accordance with the requirements of the *Occupational Health and Safety Act*.

- 6.4 Recognizing its responsibilities under the applicable legislation, the Employer agrees that the Union shall have at least three (3) Health and Safety representatives on the Joint Health and Safety Committee.
- 6.5 The Employer will ensure that one (1) worker member and one (1) management member is certified.
- 6.6 The mandate of the JHSC is to identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to health and safety.
- 6.7 Meetings shall be held every third (3<sup>rd</sup>) month or more frequently at the call of a co-chair, when requested. The Committee shall maintain minutes of all meetings and make them available for review by all workers.
- 6.8 The Employer agrees to co-operate in providing all necessary information to enable the Committee to fulfill its functions.
- 6.9 Union members on the JHSC are entitled to time off with no loss of pay in accordance with the *Occupational Health and Safety Act* to perform duties mandated by the Act.

## **ARTICLE 7 - JOB POSTING**

### **7.1 Job Posting**

- 7.1.1 Where a vacancy, permanent or temporary, occurs for a Bargaining Unit position or a new position is created in the Bargaining Unit, it shall be posted for at least ten (10) working days prior to the established closing date. Where practicable, notices of vacancies shall be posted electronically.
- 7.1.2 Notwithstanding Article 7.1.1, the Employer may hire qualified candidates who previously applied for a similar vacancy or new position provided that a competition was held during the previous six (6) months. The Employer in these circumstances is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Employee Relations Committee where the vacancy or new position exists ten (10) calendar days prior to filling the vacancy or new position.
- 7.1.3 The notice of vacancy shall state, where applicable, the nature and title of position, salary, and qualifications required, the hours of work schedule, work location and that the position is represented by the Union.
- 7.1.4 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, Bargaining Unit seniority shall be the governing factor.
- 7.1.5 An internal applicant who is invited to attend an interview within the Employer shall be granted time off with no loss of pay and with no loss of credits to

attend the interview, provided that the time off does not unduly interfere with operating requirements.

**7.1.6** Relocation expenses shall be paid in accordance with the provisions of the Employer's policy.

**7.1.7 a)** With the agreement of the Union, the employee and the Employer, an employee may be assigned to a vacancy where the vacant position is identical to the position occupied by the employee.

**b)** The assignment of an employee to a vacancy in accordance with Articles 12 (Employment Stability/Job Security), 8 (Promotion and Pay Administration), 15.5 (Pregnancy Leave), 15.6 (Parental Leave) and Article 16, shall have priority over an assignment under Article 7.1.7.

**7.1.8** Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this Article.

**7.1.9** Internal applicants shall be considered prior to hiring an external candidate. It is understood that internal and external processes may be run simultaneously.

## **7.2 Temporary Assignments**

**7.2.1** Where an employee is assigned temporarily to perform the duties of a position in a band with a higher salary maximum for a period in excess of ten (10) consecutive working days, he or she shall be paid acting pay from the day he or she commenced to perform the duties of the position he or she is temporarily assigned to in accordance with the next higher rate in the higher band, provided that where such a change results in an increase of less than three percent (3%), he or she shall receive the next higher salary rate again. Acting pay shall not exceed the maximum of the salary range of the higher band.

**7.2.2** When an employee is temporarily assigned to the duties and responsibilities of a position in a band with a lower maximum salary, he or she shall continue to be paid at the rate applicable to the band from which he or she was assigned.

**7.2.3** This Article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.

**7.2.4.1** Article 7.1 (Job Posting) shall not apply to temporary assignments for vacancies not greater than nine (9) months' duration, subject to 7.2.4.2.

**7.2.4.2** Article 7.1 (Job Posting) shall not apply to temporary assignments for vacancies not greater than twelve (12) months' duration where the temporary assignment occurs because of a Pregnancy or Parental leave. The period of twelve (12) months for temporary assignments may be extended for a period of up to two (2) additional months for transitional or training purposes. A period of extension of up to two (2) months may be divided, as the Employer deems appropriate, into periods before and after a pregnancy or parental

leave. Article 7.1 (Job Posting) shall not apply to any period of extension under this Article.

- 7.2.5** A full-time or part-time employee appointed to a temporary position shall maintain his or her full-time or part-time status. Upon completion of a temporary vacancy the employee will be returned to his or her former position. Such employee shall continue to accumulate seniority while filling a temporary vacancy.
- 7.2.6** Where a temporary vacancy has been filled pursuant to Article 7 (Job Posting) and the incumbent has filled the position for at least eighteen (18) months, the Employer may assign him or her to the position on a permanent basis and Article 7.1 does not apply.

## **ARTICLE 8 - PROMOTION AND PAY ADMINISTRATION**

- 8.1** Promotion occurs when the incumbent of a position is assigned to another position in a band with a higher maximum salary than the band of his or her former position.
- 8.2** An employee who is promoted shall receive that rate of pay in the salary range of the new band which is the next higher to his or her present rate of pay, except that:
- a)** where such a change results in an increase of less than three percent (3%), he or she shall receive the next higher salary rate again, which amount will be considered as a one (1) step increase;
  - b)** a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range.
- 8.3** Where an employee:
- a)** at the maximum rate of a salary range is promoted, a new anniversary date is established based upon the date of promotion;
  - b)** at a rate less than the maximum in the salary range is promoted and receives a promotional increase:
    - i)** greater than a one (1) step increase, a new anniversary date based on the date of promotion is established,
    - ii)** of one (1) step or less, the existing anniversary date is retained.
- 8.4** Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is reclassified to a band with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression to the maximum salary of the higher band including any revision of the maximum salary of the higher band that takes effect during the pay period in which the reclassification takes place.
- 8.5** An employee to whom Article 7.2.2 applies is entitled to be appointed to the first (1<sup>st</sup>) vacant position in his or her former band that occurs in the same

band in which he or she was employed at the time the reclassification was made.

- 8.6 Where a position is reassessed and is reclassified to a band with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression to the maximum salary of the higher band, including any revision of the maximum salary of the higher band that takes effect during the pay period in which the reclassification takes place.
- 8.7 Where, for reasons of health, an employee is assigned to a position in a band having a lower maximum salary, he or she shall not receive any salary progression or salary decrease for a period of six (6) months after his or her assignment, and if at the end of that period, he or she is unable to accept employment in his or her former position, he or she shall be assigned to a position consistent with his or her condition.
- 8.8 Except as provided above, 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 or her demotion.
- 8.9 It is understood that where an employee is assigned to a position pursuant to Articles 8.7 or 8.8, the provisions of Article 7.1 (Job Posting) shall not apply.

## **ARTICLE 9 - GRIEVANCE AND ARBITRATION PROCEDURE**

- 9.1 Employees shall have the right, upon request, to the presence of a Union Representative (in person or by phone) at any stage of the grievance procedure or at any time when formal discipline is imposed. Where the Employer deems it necessary to suspend or discharge an employee, the Employer shall notify the Union, in writing, of such suspension or discharge.
- 9.2 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the Bargaining Unit and the Employer relating to the interpretation, application, administration or alleged violation of the Agreement.
- 9.3 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.4 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned.
- 9.5 **Complaint Stage**
- 9.5.1 It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee has no grievance until he or she has first given his or her immediate supervisor the opportunity of adjusting his or her complaint. The employee shall confirm that a complaint was made in writing by letter or electronic mail. Such complaint shall be raised with his or her immediate supervisor, in person or writing (including electronic mail) within fifteen (15) working days from the event

giving rise to the complaint, or from when the employee should have reasonably become aware of the event giving rise to the complaint. Failing settlement within ten (10) working days, it shall then be taken up as a grievance within the ten (10) working days following his or her immediate supervisor's decision in the following manner and sequence:

**Step 1**

- 9.5.2.1 If the complaint under Article 9.5 is not resolved, the employee may file grievance in writing signed by the grievor, through the Union, with the Manager of Human Resources, or designate, with a copy to the immediate supervisor. The grievance shall identify the nature and particulars of the grievance, the remedy sought, and specify the provisions of the Agreement which are alleged to have been violated.
- 9.5.2.2 The parties will have a period of up to twenty (20) working days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the Union with a formal written response setting out the Employer's position on the matter.
- 9.5.2.3 During the twenty (20) working day resolution period referred to above, the parties will attempt to resolve the matter(s) in dispute through a meeting or a series of meetings which shall involve the individuals with authority to resolve the grievance. The governing principle will be that the parties have a mutual interest in their own solutions and avoiding, if at all possible, having the decision made by an arbitrator.
- 9.5.2.4 If requested, the Employer shall provide the Union with relevant particulars relating to a grievance filed by the Union on behalf of a member or the Union itself during the grievance procedure.
- 9.5.2.5 If requested, the Union shall provide the Employer with relevant particulars relating to a grievance filed by the Union on behalf of a member or the Union itself during the grievance procedure.
- 9.5.2.6 If the parties are unable to resolve the grievance, the Employer will provide the Union with a written response to the grievance by the end of the twentieth (20th) working day following the date of the filing of the grievance.
- 9.5.2.7 The Union will then have a period of ten (10) working days from the date of the Employer's response to determine if the response is acceptable, or will proceed to Step 2.

**Step 2**

- 9.5.3 The Human Resources Manager, and/or designate, and the recipient of the grievance (if applicable) will meet with the grievor and Union representative within ten (10) working days of the grievance being referred to Step 2. If the matter remains unresolved either Party may refer the matter to Step 3 within ten (10) working days of the Employer's response.

### **Step 3 (Mediation)**

- 9.5.4.1 Failing settlement of the grievance at Step 2, the parties agree to implement a mediation process in accordance with the following provisions:
- 9.5.4.2 No matter may be submitted to mediation which has not been properly carried through the Grievance Procedure.
- 9.5.4.3 The parties agree that mediation shall occur every six (6) months. The dates shall be mutually agreed upon. Each mediation session will hear all grievances having completed Step 2 since the previous mediation session.
- 9.5.4.4 Notwithstanding the above, the parties understand that it may not be appropriate for certain grievances to proceed through this process (i.e. discharge grievances). Therefore, the parties may mutually agree to refer a grievance to arbitration prior to completing Step 3.
- 9.5.4.5 The parties shall mutually agree on a mediator who is a recognized arbitrator by the Ontario Labour Relations Board.
- 9.5.4.6 Proceedings before the mediator shall be informal. Accordingly, the rules of evidence will not apply and no record of the proceedings shall be maintained.
- 9.5.4.7 If possible, an Agreed Statement of Facts will be provided to the mediator in advance of the grievance mediation.
- 9.5.4.8 The parties shall mutually agree upon the location of each mediation session.
- 9.5.4.9 Within the mediation session, the grievor shall be assisted by not more than two (2) Stewards or OPSEU staff, as assigned by the Union. The Employer may have the assistance of counsel.
- 9.5.4.10 The mediator shall have the authority to meet separately with either party.
- 9.5.4.11 In the event that a grievance which has been mediated subsequently proceeds to arbitration, the parties shall decide whether or not to choose the same person that served as a mediator.
- 9.5.4.12 The Union and the Employer will mutually share the costs of the mediation.
- 9.5.4.13 If the grievance is not settled at the mediation session, it may be referred to arbitration as hereinafter provided at any time within ten (10) working days thereafter.

### **9.6 Policy Grievance**

A grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at Step 2 of the grievance procedure within ten (10) working days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he or she could have instituted himself or herself and the regular grievance procedure shall not be thereby bypassed.

**9.7 Group Grievance**

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local, signed by each employee who is grieving and the Local President, or designate, at Step 2 of the grievance procedure, within ten (10) working days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

Up to three (3) grievors of the group shall be entitled to be present at all stages unless otherwise mutually agreed.

**9.8 Discharge Grievance**

The release of a probationary employee shall not be the subject of a grievance or arbitration.

The Employer agrees that it will not discharge, without just cause, an employee who has completed his or her probationary period. A claim by an employee who has completed his or her probationary period that he or she has been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the Local, signed by the grievor and the Local Steward, or designate, and will originate at Step 2 of the grievance procedure within five (5) working days after the date the discharge is effective. Such grievance may be settled by:

- a) confirming the Employer's action in dismissing the employee, or
- b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- c) any other arrangement which may be deemed just and equitable.

**9.9 Arbitration Procedure**

Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration as herein provided.

**9.10** All agreements reached under the grievance procedures between the representatives of the Employer, the representatives of the Union and the grievor(s) will be final and binding upon the parties.

**9.11** The parties agree that any matter referred to arbitration will be heard by a single arbitrator.

**9.12** No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless otherwise agreed.

**9.13** The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.

- 9.14 The proceedings of the Arbitration process will be expedited by the parties. The decision will be final and binding upon the parties hereto and the employee(s).
- 9.15 Each of the parties will share equally the fees and expenses of the Arbitrator.
- 9.16 An employee who has a grievance, and is required to attend meetings between the parties of the grievance procedure, including the complaint stage, prior to referral to arbitration shall be given time off with no loss of pay and no loss of credits to attend such meetings.
- 9.17 Article 9.16 shall also apply to the Union Steward, if applicable.

#### **ARTICLE 10 - DISCIPLINE**

- 10.1 It is understood that the right of the Employer to discipline or dismiss employees shall be for just cause. The Employer's right to discipline or dismiss is subject to the right of an employee to grieve such action.
- 10.2 For greater certainty, it is understood that nothing in Article 10.1 confers on a probationary employee any right to grieve or arbitrate his or her dismissal.
- 10.3 Any letter of reprimand, suspension or other sanction will be removed from the record/files of an employee twenty-four (24) months following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of discipline for twenty-four (24) months. Any such letter of reprimand suspension or other sanction so removed cannot be used in any subsequent proceedings.
- 10.4 Each employee shall have reasonable access to his or her file for the purposes of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the Employer. A copy of the above documents will be provided to the employee on request.
- 10.5 An employee shall have the right to a Union representative, and shall be advised of their right to Union representation, at any meeting where discipline will be formally issued. The parties agree that any meeting shall not be unduly delayed because of the availability of a Union representative. The Employer shall provide the Union notice of any investigation with respect to the discipline of an employee represented by the Union.

#### **ARTICLE 11 - SENIORITY**

- 11.1 **Probationary Period**
- a) The probationary period for an employee shall be nine (9) months. Time spent on leaves of absence in excess of five (5) days shall not count towards the time required to complete the nine (9) month probationary period. Upon completion of the probationary period the employee shall be credited with the seniority and service from the date of last hire.



- b) It is understood and agreed that the Employer, Union and employee may agree to an extension to the probationary period of up to three (3) months.

### 11.2 **Accumulation of Seniority**

- a) Seniority shall be defined as the length of continuous service within the Bargaining Unit since the date of last hire.
- b) Service is defined as continuous unbroken service with the Employer since the date of last hire.
- c) Full time employees shall accumulate service and seniority on the basis of date of last hire
- d) Part-time employees shall accumulate seniority and service on the basis of hours worked since the date of last hire. It is understood that no employee can accumulate more than one thousand, eight hundred and eighty-five (1,885) hours in a twelve (12) month period.
- e) Temporary employees shall not accumulate seniority and service.

If a temporary employee is hired into a permanent position immediately following their employment, such employees, subject to successfully completing the probationary period, shall be credited with seniority for all previous Bargaining Unit contracts that had a break in service of no more than eight (8) weeks.

- f) For the purposes of this Agreement it is agreed that employees who transferred with unbroken service from the Ontario Public Service (OPS) to the College shall have such service recognized for the purposes of seniority and service.

### 11.3 **Seniority List**

An Employer-wide seniority list, including the employees' names, date of hire, seniority, employment category (full-time, part-time, or temporary), position, band and department shall be maintained and provided to the Union twice annually. A copy of each seniority list shall be posted electronically on or around April 1 and October 1 each year. A copy of each seniority list shall also be given to the ERC.

Employees will have a maximum of sixty (60) calendar days to challenge their seniority calculation from date of last posting. If no challenge is received within this time limit, the employee's seniority will be deemed to be correct.

### 11.4 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:

- a) when on an approved leave of absence with pay;
- b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;
- c) when absent due to disability and in receipt of Short Term Sickness benefits, WSIB benefits, L.T.D. benefits, Employment Insurance benefits resulting from an absence due to illness or injury;

- d) In accordance with the *Employment Standards Act, 2000*, when on pregnancy leave (to a maximum of seventeen (17) weeks), parental leave (to a maximum of thirty-five (35) weeks), family medical leave and any other leave recognized under the *Employment Standards Act, 2000*.

**11.5** Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- a) when on an approved leave of absence without pay, exceeding thirty (30) consecutive days ;
- b) when absent due to layoff.

**11.6** **Effect of Absence**

- a) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.
- b) An employee may continue benefit coverage subject to the provisions of Article 21.1.2.
- c) The Employer will continue to pay its share of the premiums of the subsidized employee benefits including pension, in which the employee is participating for a period from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave and up to thirty-five (35) weeks while the employee is on parental leave (thirty-seven (37) weeks if the employee did not take pregnancy leave), or up to eight (8) weeks while the employee is on family medical leave, unless the employee does not intend to pay her contributions.
- d) The Employer agrees to provide, in response to an employee's request, his or her seniority and/or anniversary date.

**11.7** An employee shall lose seniority and shall be deemed terminated when:

- a) leaves of his/her own accord;
- b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) has been laid off without recall for twenty-four (24) months;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Employer of such absence and providing a reason satisfactory to the Employer;
- e) fails to return to work [subject to the provisions of (d)] upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted; or

- f) fails upon being notified of a recall to signify his or her intention to return within five (5) calendar days after he or she has received the notice of recall mailed by registered mail to the last known address according to the records of the Employer and fails to report to work within ten (10) calendar days after he or she has received the notice of recall or such further period of time as may be agreed upon by the parties.

**11.8 Transfer of Seniority**

Seniority shall be retained by an employee in the event he or she is transferred from full-time to part-time or vice versa. It is understood that a part-time employee shall be credited with one (1) year of seniority for each one thousand, eight hundred and eighty-five (1,885) hours, and vice-versa.

**11.9 Transfer Outside of the Bargaining Unit**

An employee who is transferred to a position outside the Bargaining Unit for:

- a) a period of less than eighteen (18) months or such longer period as the parties may agree upon; or
- b) a specific term of appointment, including temporarily replacing an employee outside the Bargaining Unit;

shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the Bargaining Unit within the time periods noted in a) or b) above, he or she shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of his return to the Bargaining Unit.

Notwithstanding the above, the parties recognize that there may be unique situations which arise where it may be appropriate for seniority and service to accrue for work outside the Bargaining Unit. Where such situations exist, the parties have the authority to negotiate the accumulation of seniority only for such periods of time. Where the parties so agree, union dues will continue to be deducted.

**ARTICLE 12 - EMPLOYMENT STABILITY/JOB SECURITY**

**12.1** It is understood that attrition can be used effectively as an employment stability strategy. The Employer agrees that, where possible in the first instance, it will utilize attrition and other voluntary measures as a means of reducing the workforce, which may include voluntary exit options or early retirement.

**12.2** The Employment Stability process will begin at the time of giving notice to the Union.

**12.3** The Employment Stability process will proceed in the following order:

- 1) Notice to the Union pursuant to Article 12.4;
- 2) Employee elected opportunities for early retirement or voluntary exit options, if available;

- 3) Notice to employees;
- 4) Employee vacancy and displacement opportunities;
- 5) Implementation of layoffs and the resulting employee elections.

#### 12.4

The Employer and the Union agree to work jointly to minimize any adverse effects of layoff on employees, and maximize creative approaches that meet the interests of both the Employer and the employees. Accordingly, in the event of such a layoff the Employer will:

- a) provide the Union with no less than four (4) months' notice;
- b) within thirty (30) days of notice being given to the Union, and prior to giving written notice to the employees, jointly evaluate, plan and review:
  - i) the reason causing the layoff(s);
  - ii) the service the Employer will undertake after the layoff;
  - iii) how the Employer intends to effect the layoff, including areas where layoff(s) will occur, and which employees will be laid off;
  - iv) ways the Employer can assist employees to find alternate employment; and
  - v) ways and means of avoiding or minimizing the impact, including:
    - identifying and reviewing possible alternatives to any action that the Employer may propose taking;
    - identifying and reviewing ways to address on-the-job retraining needs of employees;
    - identifying and recommending Employer funded on-the-job training or tuition reimbursement to permit affected employees the opportunity to acquire the skills necessitated by the newer method of operation;
    - identifying vacant positions or temporary assignments within the (Employer) for which the laid off employees of the Bargaining Unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period; and
    - mapping bumping options for affected employees, to the extent possible.

To allow the ERC to carry out its mandated role under this Article, the Employer will provide the Committee with pertinent information and with a copy of any reorganization plans which impact on the Bargaining Unit. The ERC shall maintain confidentiality with respect to any information disclosed pursuant to this Article unless otherwise agreed by the Employer and the Union. The information disclosed herein shall not be used for any other purposes than those anticipated by this Article.

**12.5** Any agreement between the Employer and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.

**12.6** It is understood that the Employer may make offers of Early Retirement or Voluntary Exit Options to avoid the layoff process. Such offers may be targeted to selected employees/groups in order of seniority.

**12.7** **Notice of Layoff to Employees**

Should the Employer determine that layoff(s) will result, it shall provide written notices of layoff to the affected employees in each identified position. The Employer shall provide the affected employees with such notice at least three (3) months in advance of the effective date of the layoff. The Employer shall lay off employees in the reverse order of their seniority provided that the remaining employees have the qualifications and ability to perform the work.

The Parties agree that the notice provided to the employees runs concurrently with the notice provided to the Union.

Where a planned layoff results in the subsequent displacement of an employee under Article 12.9 (Displacement), the original notice to the Union provided in Article 12.7 shall be considered notice to the Union of any subsequent layoff. Where a planned layoff results in the subsequent displacement of an employee under Article 12.9 (Displacement), such employee will be provided with three (3) months' notice of layoff.

**12.8** **Vacancies**

**a)** An employee shall be assigned to a vacant position provided that:

- i) the vacant position is in the same band held by the employee; and
- ii) the vacant position is within the same department; and
- iii) the employee is qualified to perform the duties required by the vacant position; and
- iv) there is no other employee in the department who has also received a notice of layoff and possesses greater seniority and is eligible for the vacant position.

If an employee does not accept an assignment within five (5) working days made under Article 12.8 (a), he or she shall be deemed to have elected option (c) under Article 12.9 (Displacement) and shall forfeit all rights to displace another employee in the Bargaining Unit under this Article.

**b)** If there is no vacancy in Article 12.8 (a), then an employee who has been identified as surplus shall be offered a vacant position outside of the employee's department provided that:

- i) the vacant position is in the same band held by the employee; and
- ii) the employee is qualified to perform the duties required by the vacant position; and

- iii) the employee is not eligible to be assigned to any vacancy under 12.8 (a); and
- iv) there is no other employee who has also received a notice of layoff and possesses greater seniority and is eligible for the vacant position.

If the employee accepts such a vacancy and a vacant position as contemplated under Article 12.8(a) comes available within the employee's department after that acceptance but before the employee commences employment in the vacant position, the employee will be given the choice of either accepting the vacancy that has come available at the employee's regional site or department or filling the vacancy as contemplated under Article 12.8 (b).

An employee's refusal of an offer under Article 12.8 (b) shall result in the employee forfeiting his or her rights to displace Bargaining Unit employees under Article 12.9 (Displacement). However, the employee retains the right to displace the least senior employee in the next lower band in their department as per Article 12.9 (b).

## **12.9 Displacement (Redeployment)**

Each employee who has been identified as surplus and received a notice of layoff under Article 12.7 (Notice of Layoff) shall elect one of the following options within five (5) working days of the receipt of the notice:

- a) displace the employee with the least seniority in the same band within the same department, provided that the surplus employee possesses greater seniority and possesses the required qualifications to perform the duties of the identified position. If the surplus employee does not possess the required qualifications to perform the duties of the identified position, the surplus employee may displace the next least senior employee in the same band within the same department, where the surplus employee has the required qualifications; or
- b) displace the employee with the least seniority in the next lower band in the department, provided that the surplus employee possesses greater seniority and the required qualifications to perform the duties of the identified position; or
- c) accept the layoff and make an election under Article 12.11 (Entitlement Upon Layoff);

An employee who does not provide his or her election in writing to the Employer within the five (5) working days of the receipt of the notice will be deemed to elect option 12.9 (c).

For greater clarity, an employee will be deemed to have the required qualifications if that employee has the required skill and ability to perform the duties of the identified position only after the normal orientation period. Such orientation period may commence prior to the anticipated layoff.

**12.10** An employee who displaces an employee in a lower paying band will be placed on the salary grid of the lower band consistent with the step he or she would have achieved in the lower band based on his or her experience and service with the Employer.

**12.11** **Entitlements Upon Layoff**

An employee who has been laid off or displaced without recourse to Article 12.9 a) or b) shall elect one of the following entitlements:

- a) accept the layoff and be placed on a recall list pursuant to Article 12.12 (Recall) for a period of twenty-four (24) months from the actual date the layoff begins; or
- b) accept the layoff and work through the notice period. Upon completion of the notice period the employee's employment will be deemed severed and the employee will receive one (1) week severance pay per year of service, to a maximum of twenty-six (26) weeks inclusive of the employee's *Employment Standards Act, 2000* severance entitlements; or
- c) with the Employer's consent, accept the layoff and receive pay in lieu of notice and not be required to report to work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he or she were at work, and that his or her layoff will be deemed to have commenced at the end of the notice period. Upon completion of the notice period the employee's employment will be deemed severed and the employee will receive one (1) week severance pay per year of service, to a maximum of twenty-six (26) weeks, inclusive of the employee's *Employment Standards Act, 2000* severance. Benefit coverage will not be extended during the severance period.
- d) An employee who has been laid off may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000) upon production of receipts from an approved educational program within twelve (12) months of layoff.

**12.12** **Recall**

**12.12.1** An employee shall have opportunity of recall from a layoff to an available position in his or her former band, or a position in a lower paying band than the one from which the employee was originally laid off, in order of seniority, provided he or she has the qualifications and ability to perform the work, before such position is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he or she had at the time of the layoff.

**12.12.2** Full-time and part-time vacancies shall be considered separate for the purposes of this Article.

**12.12.3** The Employer shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Employer (which

notification shall be deemed to be received on the fifth (5<sup>th</sup>) calendar day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his or her proper address being on record with the Employer.

- 12.12.4** An employee on recall may be employed as a temporary employee. Such an employee will be employed pursuant to the terms of the temporary position and not of the employee's regular position. Employees who accept such work shall retain but not accumulate seniority and retain full recall rights under Article 12.12.1. Should the employee be recalled in to a permanent position, he or she shall be credited with service and seniority for all hours worked under this provision. Any assignments under this provision will be offered on a voluntary basis.
- 12.12.5** An employee recalled to work in a different band from which he or she was laid off, or an employee who has displaced an employee in a lower band shall be entitled to return to the band he or she held prior to the layoff should a position become vacant within twelve (12) months of the layoff, provided that the employee remains qualified and able to perform the duties of his or her former position.

**12.13 Continuance of Insured Benefits**

- 12.13.1** Except as provided in Article 12.11, all benefits coverage will cease at the end of the month in which the employee is laid off or resigns after receiving notice of layoff, save and except:
- a) a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance; and
  - b) all coverage under the Dental Plan will cease on the date of termination of employment.

**12.14** It is understood that Article 7 (Job Posting) will not apply to the assignment or recall of an employee under Article 12.

**12.15** Article 12 does not apply to probationary or temporary contract employees.

**12.16 Career Transition Support**

Surplus employees who have elected to work through their notice period may be provided with transition support which may include skills assessment, counselling and job search skills.

**ARTICLE 13 - TECHNOLOGICAL CHANGE**

- 13.1** Where it is necessary to release an employee who has completed his or her probationary period, because of the introduction of technological change in equipment or methods of operation, notice in advance of the change shall be given to the employee affected and to the Union. The amount of advance notice shall be as per the notice requirements in Article 12 (Employment



Stability/Job Security). For greater certainty, it is understood that such notice shall not operate so as to extend any other notice to be given under this Agreement, and it may run concurrently with any such other notice.

- 13.2 The matter will then be referred to the Employee Relations Committee to discuss and to attempt to resolve any outstanding issues with relation to the reallocation and retraining of the affected employees.

#### **ARTICLE 14 - NO PYRAMIDING**

- 14.1 There shall be no duplication or pyramiding of any premium payments or compensating leave

#### **ARTICLE 15 - LEAVES OF ABSENCE**

##### **15.1 Personal Leave**

Leave of absence without pay may be granted for personal reasons. Requests for such leaves will be made in writing by the employee to his or her manager/supervisor no less than twenty-one (21) calendar days prior to the requested start date of the leave and a response will be provided as soon as possible. Such leave shall not be unreasonably denied.

##### **15.2 Union Leave**

###### **15.2.1 Local Union Business Leave**

- a) Upon at least ten (10) working days written notice by the Union, leaves of absence without pay but with no loss of credits shall be granted to attend Union functions provided that this leave does not unduly interfere with the operations of the Employer. Such leave will not be unreasonably denied. The Parties agree that the cumulative amount of days taken under this section shall not exceed twenty-five (25) days per fiscal year. It is understood that when the maximum has been reached, the Employer is under no obligation to grant any further such days.
- b) Upon at least ten (10) working days written notice by the Union, members of the Union selected for leaves of absences under Article 5.3 (Negotiating Committee) shall also be granted reasonable time off to attend Union bargaining team caucus sessions held immediately prior to such negotiations, mediations or interest arbitrations provided that the leave does not unduly interfere with the operations of the Employer. Such leave shall not be unreasonably denied.
- c) Reimbursement to the Employer for leaves under Article 15.2.1 shall include wages plus an amount of twenty-five percent (25%) in lieu of benefit costs and other Employer contributions.

###### **15.2.2 Union Leave for Executive Board Members**

Upon request by the Union, confirmed in writing, and provided that reasonable notice is given, leave of absence without pay but with no loss of credits shall be granted to employees elected as Executive Board Members

and Executive Officers of the Union, for the purpose of exercising the duties of such appointment.

The Union will reimburse the Employer for the salary paid to members of the Executive Board and the Executive Officers granted leave as per Article 15.2.1 c).

### **15.2.3 Union Leave for Full-time Positions**

- a) When an employee is elected as the Union's President or First Vice-President, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.
- b) During the term of such leave of absence, the Union will reimburse the Employer for the salary paid to the employee on such leave of absence 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 attendance credits accumulated during the leave of absence. The Union will make the Employer's contribution for Employment Insurance.
- c) On completion of the employee's term of office, the President or First Vice-President may return to their previous employment and service shall be deemed to be continuous for all purposes. Any leave of absence extending beyond the initial term of office of the President or First Vice-President shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave of absence.

- 15.2.4**
- a) All requests for leave of absence permitted under this Article shall be sent to the Manager of Human Resources. It is understood that leaves requested by the Union may be withheld if such leaves interfere with the operating requirements of the Employer.
  - b) The employee shall discuss any required leave with his or her supervisor at the earliest opportunity.

### **15.3 Bereavement Leave**

- a) An employee shall be allowed up to three (3) days' leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, guardian, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse.
- b) An employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay in the event of the death and to attend the funeral of his or her aunt, uncle, niece or nephew.

- c) 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 a) and b) above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

#### **15.4 Jury and Witness Duty**

Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness to which the Crown is a party, the employee may, at his or her option:

- a) treat the absence as leave without pay and retain any fee he or she receives as a juror or as a witness; or
- b) deduct the period of absence from his or her vacation leave of absence credits or his or her accumulated compensating leave and retain any fee he or 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 or she has received as a juror or as a witness.

#### **15.5 Pregnancy Leave**

- a) The Employer shall grant leave of absence without pay to a pregnant employee with at least thirteen (13) weeks of continuous service prior to the commencement of the pregnancy leave.
- b) The leave of absence shall be in accordance with the provisions of the *Employment Standards Act, 2000*.
- c) Notwithstanding Article 16 (Short Term Sickness Plan), Article 20 (Vacation) and vacation credits, seniority and service continue to accrue during the pregnancy leave.
- d) A full-time or part-time employee entitled to pregnancy leave under this Article, and whom 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.
- e) In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
  - (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her position, 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 position as they are implemented,
  - and
  - (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI

benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her position, 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 position as they are implemented.

- f) Notwithstanding Article 21 (Health and Welfare Benefits), an employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so.
- g) An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 15.6 (Parental Leave).
- h) An employee returning from a pregnancy leave shall be assigned to the position she most recently held, if it still 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 of absence.
- i) In accordance with Articles 15.5 (e) and (f), the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.
- j) The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

#### **15.6 Parental Leave**

- a) The Employer shall grant a parental leave of absence without pay to an employee with at least thirteen (13) weeks of continuous service prior to the commencement of the parental leave.
- b) Notwithstanding Article 16 (Short Term Sickness Plan), Article 20 (Vacation), seniority and service continue to accrue during the parental leave.
- c) Parental leave may begin,
  - i) no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and
  - ii) no later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time;

- iii) the parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. Parental leave shall end thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.
- d) Notwithstanding Article 21 (Health and Welfare Benefits), an employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.
- e) Except for an employee to whom Article 15.5 (Pregnancy Leave) applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than six (6) weeks.
- f) A full-time or part-time employee who is entitled to parental leave and who provides the Employer with proof that he or 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.
- g) In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
  - (i) where an employee elects to serve the two (2) weeks' waiting period under the *Employment Insurance Act, (Canada)* before receiving benefits under that Act, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her position, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for his or her position as they are implemented,
  - (ii) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his or her position, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his or her progression on the wage grid and any negotiated or amended wage rates for her position as they are implemented,
- h) An employee returning from a leave of absence under Articles 15.6 a) or e), shall be assigned to the position he or she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid

at the step in the salary range that he or she would have attained had he or she worked during the leave of absence.

- i) In accordance with Article 15.6 g), the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which he or she may have been entitled during the leave.

#### **15.7 Military and Reservist Leave**

The *Employment Standards Act, 2000* shall govern any reservist leave. Seniority and credit for length of service will continue to accrue for the duration of the leave.

The Employer may grant one week of military or reservist leave with pay in a calendar year for the purpose of Canadian Forces Reserve training.

#### **15.8 Self-Funded Leave**

- a) 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.
- b) 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.
- c) Notwithstanding Article 21 (Health and Welfare Benefits), during the leave the employee's insured benefits will be continued where the employee continues to pay for his or her portion.
- d) On return from the leave, 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 be assigned to a position at the same band and step.

### **ARTICLE 16 - SHORT TERM SICKNESS PLAN**

**16.1** An employee who is unable to attend to his or her duties due to sickness or injury is entitled to leave of absence with pay as follows:

- a) with regular salary for the first six (6) working days of absence,
  - b) with sixty-six percent and two-thirds (66.67%) of regular salary for an additional one hundred and twenty four (124) working days of absence,
- in each calendar year.

**16.2** An employee is not entitled to leave of absence with pay under Article 16.1 until he or she has completed twenty (20) consecutive working days of employment.

- 16.3** Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, he or she is not entitled to leave of absence with pay under Article 16.1 for more than one hundred and thirty (130) working days in the two (2) years until he or she has returned to work for twenty (20) consecutive working days.
- 16.4** An employee who has used leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Article 16.1 must complete twenty (20) consecutive working days before he or she is entitled to further leave under Article 16.1 in the next calendar year.
- 16.5** The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.

**Use of Accumulated Credits**

- 16.6** An employee on leave of absence under Article 16.1 (b) may, at his or her option, have one-third (1/3) of a day deducted from his or her accumulated credits (vacation or overtime credits) for each such day of absence and receive regular pay.
- 16.7** An employee who is absent from his or her duties due to sickness or injury beyond the total number of days provided for in Article 16.1 shall have his or her accumulated attendance credits reduced by a number of days equal to such absence and he or she shall receive regular pay for that period.
- 16.8** Article 16.7 does not apply to an employee when he or she qualifies for and elects to receive benefits under the Long Term Disability Plan.
- 16.9** Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer.
- 16.10** After five (5) consecutive days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than five (5) days. The Employer shall pay for such medical certificates for absences less than five (5) days and the certificate is required by the Employer.
- 16.11** Employees returning from Long Term Disability Plan must complete all of his or her regularly scheduled hours of work within a period of twenty (20) consecutive working days to qualify for benefits under the Short Term Sickness Plan.
- 16.12** For the purposes of this Article, twenty (20) consecutive working days of employment shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leave shall be considered

consecutive. Notwithstanding the above, where an employee is unable to attend to his or her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

#### **LONG TERM DISABILITY**

**16.14** The Employer shall pay one hundred percent (100%) of the monthly premium of the Long Term Disability (L.T.D.) plan.

**16.14.1 a)** The L.T.D. benefit is sixty-six and two-thirds percent (66 ⅔%) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

**b)** For part-time employees who are eligible to receive Long Term Disability, the L.T.D. benefit shall be pro-rated based on the proportion of the part-time employee's weekly hours of work to the normal hours of work for the position as follows:

<u>Weekly Hours of Work</u>		<u>Monthly amount</u>
Normal hours of work for position (weekly)	X	

**16.15** The L.T.D. benefit to which an employee is entitled shall be increased for each employee by an amount equal to the annual increase in the Consumer Price Index for Ontario to a maximum of three percent (3%). The amount of the adjustment will be based on the change in the Consumer Price Index for Ontario for the twelve (12) month period ending September 30th of each year and will be applied to monthly payments beginning the following January. The increase shall be based on the amount the employee was receiving the day before the increase takes effect.

**16.15.1** The L.T.D. benefit to which an employee is entitled under Article 16.14.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for:

**a)** Workplace Safety & Insurance benefits paid for an unrelated disability and non-economic loss awards; and

**b)** Canada Pension Plan (CPP) disability payments for dependents; and such benefits are payable until recovery, death or the end of the month in which the employee reaches age sixty-five (65) (whichever comes first).

**16.15.2** The L.T.D. benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled.

**16.15.3** Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform the essential duties of his or her normal occupation during the qualification period, and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the



essential duties of any gainful occupation for which he or she is reasonably fitted by education, training or experience.

- 16.16** The Employer will continue to make pension/RRSP contributions if applicable and premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.D. benefits under the plan, unless the employee is supplementing a Workplace Safety and Insurance award.
- 16.17** A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 16.18** The L.T.D. coverage will terminate the day on which an employee ceases to be an employee of the Employer. If the employee is totally disabled on the date his or her insurance terminates, he or she shall continue to be insured for that disability.
- 16.19** If, within three (3) months after benefits from the L.T.D. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.D. benefit approved for the original disability will be reinstated immediately.
- 16.20** If an employee who is in receipt of L.T.D. benefits is resuming employment on a gradual basis during recovery (less than the regularly scheduled hours of work of that employee), partial benefits shall be continued during rehabilitative employment.
- "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.D. will take into account the employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.D. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to, but not more than twenty-four (24) months. Rehabilitative employment may be with the Employer or with another Employer.
- 16.21** The L.T.D. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of his or her earnings as at the date of commencement of total disability.
- 16.22** Employees while on rehabilitative employment with the Employer will earn vacation credits as set out in Article 20 (Vacation).
- 16.23** Where an employee returning from L.T.D. cannot return directly into his or her home position and the employee cannot be accommodated through the Modified Work (Article 22) provisions of this Agreement, Article 12 (Employment Stability/Job Security) shall apply, with the necessary modifications.

- 16.24** An employee who is assigned, under Article 16.23, to a vacancy in accordance with Article 12.10 shall, for a period of six (6) months, be paid at the same step he or she had attained in the salary range of the band of the position he or she occupied prior to disability. At the end of that period he or she shall be paid at a rate within the salary range of the band of the position to which he or she has been assigned.

#### **WORKPLACE SAFETY AND INSURANCE**

- 16.25** Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the *Workplace Safety and Insurance Act*, his or her weekly rate of pay shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which he or she is entitled under Articles 16.1 and 16.6 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 16.26** Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance Act*, his or her weekly rate of pay shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against his or her credits.
- 16.27** Where an award is made under the *Workplace Safety and Insurance Act* to an employee that is less than the regular weekly rate of pay of the employee and the award applies for longer than the period set out in Article 16.26 and the employee has accumulated credits, his or her regular weekly rate of pay may be paid and the difference between the regular weekly rate of pay paid after the period set out in Article 16.26 and the compensation awarded shall be converted to its equivalent time and deducted from his or her accumulated credits.
- 16.28** Where an employee receives an award under the *Workplace Safety and Insurance Act*, and the award applies for longer than the period set out in Article 16.26 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, Long Term Disability, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award.
- 16.29** Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance Act*, the employee shall not be entitled to a leave of absence with pay under the Short Term Sickness Plan (Article 16) as an option following the expiry of the application of Article 16.26.
- 16.30** **Early and Safe return to Work**
- In order to facilitate a safe return to work, in compliance with the Collective Agreement and applicable legislation, the Employer will endeavor to develop fair and consistent practices to accommodate an employee's return to work.

## **ARTICLE 17 - HOURS OF WORK AND OVERTIME**

### **17.1 Hours of Work**

The following provisions designating normal hours of work shall not be construed to be a guarantee of hours of work.

#### **17.1.1** The normal hours of work for full time employees shall be as per thirty-six and one-quarter (36.25) hours per week.

Where the Employer and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties with respect to shifts beyond the normal hours of work.

#### **17.1.2** An employee is entitled to forty-eight (48) consecutive hours off per week which shall be referred to as scheduled time off. The time off may be non-consecutive if agreed upon by the employee and the Employer.

#### **17.1.3** For a shift that commences on one (1) calendar day and ends on the following calendar day, all hours worked on that shift, shall be treated as falling wholly within the calendar day on which the shift commenced.

### **17.2 Overtime**

#### **17.2.1** The overtime rate for the purposes of this Agreement shall be one and one-half (1½) times the employee's regular hourly rate.

#### **17.2.2** In this Article, "overtime" means authorized hours, by the manager in writing for the period of work, calculated to the nearest half-hour, and performed in addition to the normal hours of work in one week.

#### **17.2.3** Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.

#### **17.2.4** When an employee elects to receive compensating leave in lieu of pay, he or she shall take the leave in lieu of pay within four (4) months of the pay period within which the overtime was actually worked. If the employee does not take leave in lieu of pay within four (4) months of the pay period, the Employer shall pay the employee the overtime rate for the overtime worked.

### **17.3 Rest Periods**

Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes, subject to operational requirements, for each full half shift. For employees entitled to two (2) rest periods, such rest periods can be combined where the Employer agrees.

### **17.4 Leave Credits Reports**

As soon as practicable following the request of an employee, he or she shall be advised of the number of vacation and/or attendance credits to which he or she is entitled.

### **17.5 Shift Schedules**

- 17.5.1** Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee forty-eight (48) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified forty-eight (48) hours in advance he or she shall be paid time and one-half (1½) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the Employer's control.
- 17.5.2** Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1½) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article 17.2 (Overtime) or Article 18.5 (Call Back).
- 17.5.3** A shift may be changed without any premium or penalty if agreed upon between the employee and the Employer.

#### **ARTICLE 18 - PREMIUM PAYMENTS AND TRANSPORTATION / MEAL ALLOWANCE**

- 18.1** An employee shall receive a shift premium of ninety-eight cents per hour (\$0.98/hr) for all hours worked between 7:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.
- 18.2** Notwithstanding Article 18.1 where an employee's hours of work normally fall within 7:00 a.m. and 7:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 7:00 p.m. and 7:00 a.m.
- 18.3** Shift premiums shall not be considered as part of an employee's basic hourly rate.
- 18.4** Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.
- 18.5** **Call Back**
- 18.5.1** An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of four (4) hours pay at one and one-half (1½) times his or her basic hourly rate.
- 18.5.2** Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a "call back to work" but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of four (4) hours of pay at one and one-half (1½) times his or her

basic hourly rate. The initial call and any subsequent calls during that same four-hour period, will be treated as a single "call back to work" for pay purposes.

- 18.5.3** For information technology employees, Articles 18.5.1 and 18.5.2 shall not apply. Such employees will receive one and one-half (1½ ) times his or her basic hourly rate for a minimum of one (1) hour when they are called back to work regardless of whether or not the employee is required to physically attend the workplace.

**18.6** **On-Call Duty**

- 18.6.1** "On-Call Duty" means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond within a reasonable time to a request for:

- (a) recall to the work place, or
- (b) the performance of other work as required.

- 18.6.2** It is understood that a return to the workplace may not be necessary in all situations.

- 18.6.3** It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles 18.6.1 (a) or (b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.

- 18.6.4** Should recall to the workplace be required, the employee is expected to be able to return to the workplace within a reasonable time.

- 18.6.5** No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control. The Employer shall continue its practice of taking into account employee preferences in determining which employees are required to be on-call, and when.

- 18.6.6** Where on-call is not previously authorized in writing, payment as per Article 18.6.7 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.

- 18.6.7** Where an employee is required to be on-call, he or she shall receive one dollar (\$1.00) per hour for all hours that he or she is required to be on-call.

**18.7** **Meal Allowance**

- 18.7.1** An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal up to ten dollars (\$10.00) except where free meals are provided or where the employee is being compensated for meals by some other basis.

- 18.7.2** A reasonable time with pay shall be allowed to the employee for the meal break either at or adjacent to his or her work place.

18.7.3 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

**18.8 Kilometric Rates**

18.8.1 If an employee is required to use his or her own automobile on the Employer's business they shall be reimbursed at fifty-two cents per kilometre (\$0.52/km).

18.9 The use of privately owned automobiles on the Employer's business is not a condition of employment.

**18.10 Time Credits While Travelling**

18.10.1 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the Employer.

18.10.2 When travel is by public carrier, except municipally operated transit systems, time will be credited from one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination.

18.10.3 When travel is by automobile and the employee travels directly from his or her home or place of employment, time will be credited from the assigned hour of departure until he or she reaches his or her destination and from the assigned hour of departure from the destination until he or she reaches his or her home or place of employment.

18.10.4 When sleeping accommodation is provided, the hours between eleven (11:00) p.m. and the regular starting time of the employee shall not be credited.

18.10.5 When an employee is required to travel on his or her regular day off or a holiday listed in Article 19 (Holidays), he or she shall be credited with a minimum of four (4) hours.

18.10.6 All travelling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.

**ARTICLE 19 - HOLIDAYS**

**For Full Time Employees Only**

19.1 An employee shall be entitled to the following paid holidays each year:

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

Easter Monday

Remembrance Day

In the event the Federal or Provincial Government declares an additional holiday during the term of this Agreement, another day will be substituted for one of the above-mentioned holidays as agreed by the Employee Relations Committee (ERC). Failing agreement, the decision will defer to the Employer.

- 19.2 When a holiday specified in Article 19.1 falls on a Saturday or Sunday or when any two (2) of them fall on a successive Saturday and 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.

19.3 **Holiday Payment**

Where an employee works on a designated holiday included under Article 19 (Holidays) of the Agreement, he or she shall be paid at the rate of one and one-half (1½) times his or her regular hourly rate for all hours worked with a minimum credit of seven and one-quarter (7¼) hours, as applicable. In addition, an employee shall receive either a day off in lieu to be taken within four (4) months of the holiday, subject to the operational requirements of the Employer or holiday pay at his or her basic hourly rate. If the day off in lieu is not taken within the four (4) month timeframe, it shall be paid out during the employee's next pay period.

- 19.4 It is understood that Article 19.3 applies only to an employee who is authorized to work on the holiday and who actually performs work on the holiday, and that an employee who, for any reason, does not actually work on the holiday, including but not limited to using a vacation or sick day or any other approved leave, shall not be entitled to the payments described herein.

- 19.5 When a holiday included under Article 19 (Holidays) of the Agreement coincides with a full time employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.

**For Part-Time and Temporary Employees Only**

- 19.6 For the purposes of this Article, the list of designated holidays described in Article 19.1 is only for the purpose of payment for work performed on the designated holidays.

19.7 **Holiday Payment for Part-Time and Temporary Employees**

A part-time or temporary employee required to work on any of the designated holidays listed above shall be paid at the rate of one and one-half (1½) times her regular hourly rate of pay for all hours worked on such holiday.

**ARTICLE 20 - VACATION**

- 20.1 A full-time employee shall earn vacation credits at the following rates:

- a) One and one-quarter ( $1\frac{1}{4}$ ) days per month during the first eight (8) years of continuous service;
  - b) One and two-thirds ( $1\frac{2}{3}$ ) days per month after eight (8) years of continuous service;
  - c) Two and one-twelfth ( $2\frac{1}{12}$ ) days per month after fifteen (15) years of continuous service;
  - d) Two and one-half ( $2\frac{1}{2}$ ) days per month after twenty-five (25) years of continuous service.
- 20.2** An employee is entitled to vacation credits under Article 20.1 in respect of a month or part thereof in which he or she is at work or on leave with pay.
- 20.3** An employee is not entitled to vacation credits under Article 20.1 in respect of a whole month in which he or she is absent from duty for any reason other than vacation leave of absence or leave of absence with pay.
- 20.4** An employee shall be credited with his or her vacation for a calendar year at the commencement of each calendar year.
- 20.5** An employee may accumulate vacation to a maximum of twice his or her annual accrual but shall be required to reduce his or her accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 20.6** On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he or she has completed six (6) months of continuous service.
- 20.7** An employee with over six (6) months of continuous service may, with the approval of the Employer, take vacation to the extent of his or her vacation entitlement and his or her vacation credits shall be reduced by any such vacation taken.
- 20.8** An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which he or she attains sixty-four (64) years of age is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which he or she attains the age of sixty-five (65) years.
- 20.9** Where an employee leaves the Employer prior to the completion of six (6) months service as computed in accordance with Article 20.7, he or she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of his or her employment.
- 20.10** An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to his or her credit at the date he or she ceases to be an employee, or at the date he or she qualifies for payments under the Long Term Disability Plan as defined under Article 16, 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 21 - HEALTH AND WELFARE BENEFITS**

**21.1** The benefits described in Article 21 apply to all full-time employees in the Bargaining Unit represented by the Ontario Public Service Employees Union.

### **21.1.1 Commencement of Coverage**

Employees will be insured for Basic Life, Supplementary and Dependent Life (when elected), Long Term Disability, Supplementary Health and Hospital benefits and the Dental Plan effective the first (1<sup>st</sup>) of the month immediately following two (2) months' continuous service.

### **21.1.2 Coverage During Leave Of Absence Without Pay**

During leaves of absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first (1<sup>st</sup>) of each month of coverage.

- a) In addition, the employee will become responsible for full payment of subsidized employee benefits in which he or she is participating for the period of the absence. The employee may arrange with the Employer to prepay the full premium of any applicable subsidized benefits in which he or she is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.
- b) The Employer will continue to pay its share of the premiums of the subsidized employee benefits including pension (if applicable), in which the employee is participating for a period from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave and up to thirty-five (35) weeks while the employee is on parental leave (thirty-seven (37) weeks if the employee did not take pregnancy leave), or up to eight (8) weeks while the employee is on family medical leave, unless the employee does not intend to pay his or her contributions.

### **21.1.3 Days Of Grace**

There is a thirty-one (31) day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.

## **21.2 Basic Life Insurance**

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

**21.2.2** The basic life insurance plan shall provide:

- a) coverage equal to one hundred percent (100%) of annual salary or ten thousand dollars (\$10,000), whichever is greater;

- b) where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee. The employee will be required to complete a Life Insurance Waiver of Premium Claim.
- c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000). The maximum amount that may be converted is two-hundred thousand dollars (\$200,000) combined between basic and supplementary life insurance.

The conversion options shall be:

1. Any standard life or endowment plans (without disability or double indemnity benefits) issued by the insurance carrier.
2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in option 1 above.
3. A term to age sixty-five (65) insurance plan.

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

**21.2.4** Basic life insurance will terminate at the end of the month in which an employee ceases to be an employee unless coverage is extended under the total disability provision.

### **21.3 Supplementary and Dependent Life Insurance**

**21.3.1** Employees, at their option, may purchase Supplementary Life Insurance in the amount of five (5) to thirty (30) units of ten-thousand dollars (\$10,000) each up to a maximum of three hundred thousand dollars (\$300,000). The employee pays the full premium for this coverage.

**21.3.2** The employee's Supplementary Life Insurance provides:

- a) a waiver of premium on disablement to become effective after nine (9) months' continuous disability or entitlement to Long Term Disability benefits, whichever comes first, and to remain in force while the

employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;

- b) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in Article 21.2.2(c) (Basic Life Insurance).
- 21.3.3** If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day).
- 21.3.4** Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee or, if the employee continues to be employed after age sixty-five (65), on the first (1<sup>st</sup>) day of October following the employee's sixty-fifth (65<sup>th</sup>) birthday, except where coverage is provided under total disability, as described in Article 21.3.2(a) above.
- 21.3.5** Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.
- 21.3.6** Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee of the Employer or, if the employee continues to be employed after age sixty-five (65), the first (1<sup>st</sup>) day of October following the employee's sixty-fifth (65<sup>th</sup>) birthday, or the date a dependent ceases to be an eligible dependent.
- 21.3.7** Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.
- 21.3.8** Eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational

institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.

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

- appointment as an employee,
- marriage, or
- birth or adoption of the employee's child.

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

#### **21.4 Supplementary Health and Hospital Insurance**

**21.4.1** The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.

**21.4.2** The Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines that require a physician's prescription. The Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (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 ninety percent (90%) of the generic equivalent product cost that is reimbursed by the Supplementary Health and Hospital Plan. Notwithstanding the foregoing, if no generic product exists the Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the cost of the brand name product.

The Supplementary Health and Hospital Plan shall provide for the reimbursement of one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of one hundred and twenty dollars (\$120) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services, as set out in Articles 21.4.5 to 21.4.18.

Reimbursement of prescription drugs will include a three dollar (\$3.00) deductible per prescription to be paid by the employee.

**21.4.3** The Employer agrees 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.

**21.4.4** The Drug Card program shall include the following elements:

- 1) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant.
- 2) 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.

- 3) The Drug Card program shall include a feature known as "drug utilization review", which ensures that drugs are dispensed safely and responsibly to employees.
- 4) The sum of three dollars (\$3.00) shall be paid by the employee for each individual drug dispensed.

- 21.4.5** Charges for accommodation, for employees sixty-five (65) and over, in a licensed chronic or convalescent hospital up to twenty-five dollars (\$25.00) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;
- 21.4.6** Charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;
- 21.4.7** Charges for private-duty nursing in the employee's home, by a registered nurse or a registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or his or her dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care to a maximum of thirty thousand dollars (\$30,000) per calendar year;
- 21.4.8** Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist and masseur (if licensed and practicing within the scope of their license), to a maximum of five hundred dollars (\$500) per calendar year per type of practitioner following O.H.I.P.
- 21.4.9** Charges for the services of a psychologist (which shall include Master of Social Work) up to five hundred dollars (\$500) per calendar year.
- 21.4.10** Artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified orthopaedic shoes (factory custom) ready-made, off-the-shelf with a limit of one (1) pair to a maximum of five hundred dollars (\$500) per pair per calendar year, if medically necessary and prescribed by a licensed physician; and one hundred percent (100%) of the cost of orthotics, if medically prescribed, up to a limit of one (1) pair, to a maximum of five hundred dollars (\$500) per calendar year.
- 21.4.11** Rentals of wheelchairs, hospital beds or iron lungs required for temporary therapeutic use. A wheelchair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one (1) repair, battery or modification shall in no event exceed five hundred dollars (\$500);
- 21.4.12** Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- 21.4.13** Oxygen and its administration;
- 21.4.14** Blood transfusions outside hospital;

- 21.4.15** Dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- 21.4.16** Hearing aids and eye glasses, if required as a result of accidental workplace injury.
- 21.4.17** Charges for services of physicians, surgeons and specialists legally licensed to practice medicine which, when provided within Canada but outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule;
- 21.4.18** Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100) per surgery.
- 21.4.19** The services and supplies set out in the Liberalization List, dated May 1, 2003 shall be incorporated into the Supplementary Health and Hospital Plan.
- 21.4.20** The Supplementary Health & Hospital Plan will include expanded coverage for Diabetic Pumps and Supplies as follows:
- 1) Purchase of Insulin Infusion Pumps to a maximum of two thousand dollars (\$2,000) every five (5) years per person.
  - 2) Purchase of Insulin Jet Injectors to a maximum of one thousand dollars (\$1,000), lifetime.
  - 3) Purchase and/or repair of one (1) Blood Glucose monitoring machine per consecutive four (4) year period to a maximum of four hundred dollars (\$400) per person.
  - 4) one hundred percent (100%) of the purchase of supplies required for the use of the above referenced diabetic appliances to a calendar year maximum of two thousand dollars (\$2,000) per person (Insulin will continue to be reimbursed as an eligible drug, not through this Article).
- 21.4.21** The Employer agrees to pay eighty percent (80%) of the monthly premiums for vision care and sixty percent (60%) of the monthly premiums for hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a ten dollar (\$10.00) (single) and twenty dollar (\$20.00) (family) deductible in any calendar year and provides for vision care (maximum three hundred and forty dollars (\$340) per person in any twenty-four (24) month period) and the purchase of hearing aids (maximum twelve hundred dollars (\$1200) per person every four (4) years.)
- The eligible expenses outlined in the vision care coverage under the Supplementary Health and Hospital Plan will include laser eye correction surgery.

- 21.4.22** It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his or her dependent is confined to hospital on the date his or her Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date his or her dependent is discharged from hospital, or the expiration of three (3) months from the date of termination of insurance.
- 21.4.23** Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his or her last pay from the Employer, except as provided in Article 16.16 (Long Term Disability). If an employee wishes to have Supplementary Health and Hospital Insurance continue up to a maximum of twenty-four (24) months, upon recovery, retirement or age sixty-five (65), arrangements may be made through the Human Resources Department. The employee shall pay the full premium.
- 21.4.24** The Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new Collective Agreement or following major alterations to the Plans.

## **21.5 Dental Plan**

### **21.5.1 Benefits**

This plan provides for basic dental care equivalent to the current benefits plan and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to the current plan as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontics services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

The dental coverage includes a fifty dollar (\$50.00) single or family deductible per calendar year.

Dental recall coverage is every nine (9) months for adults and dependent children over twelve (12) and every six (6) months for dependent children twelve (12) and under.

Coverage does not include fluoride treatment for adults.

- 21.5.2**
- a)** Payments under the plan will be in accordance with the current Ontario General Practitioner Dental Association Schedule of Fees for the subscriber and eligible dependents. Reimbursements to the employee will be based on a dental fee guide lag of one (1) year in each year of the Collective Agreement.
  - b)** The Employer shall pay the full premiums under this plan on the basis of eighty-five percent/fifteen percent (85%/15%) co-insurance. The

employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty-five percent (85%) based on Article 21.5.2 (a).

- 21.5.3** The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to dentures, with benefits equivalent to the current benefit plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with Article 21.5.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and each eligible dependent.
- 21.5.4** Except for benefits described under Article 21.5.5, eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.
- 21.5.5** The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to the current benefit plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with Article 21.5.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.
- 21.5.6** The Employer agrees to pay one hundred percent (100%) of the monthly premium for all major restorative services with benefits equivalent to the current benefit plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee fifty percent (50%) based on Article 21.5.2(a), up to a maximum benefit of twelve hundred dollars (\$1,200) per year for the insured employee and each eligible dependent.
- 21.5.7** **Cancellation**  
All coverage under this plan will cease on the date of termination of employment.

## **ARTICLE 22 - ALTERNATIVE WORK ARRANGEMENTS**

- 22.1** Alternative Work Arrangements (AWAs) include: compressed work week, flexible hours, and telecommuting. AWAs may be entered into by mutual agreement between an employee and his or her manager and the Union. In considering any AWA, the manager will consider, in good faith, both the employee's request and the operational viability of the AWA for the work site.
- 22.2** Arrangements related to compressed work week, flexible hours, and telecommuting entered into by an employee and his or her immediate supervisor shall be adjusted and amended to reflect the provisions of this Collective Agreement with necessary modifications. The parties' intent is that compensating leave would apply, in accordance with Article 17 (Hours of



Work and Overtime) as modified to address particular hours of work arrangements.

**22.3** Where a manager or employee seeks to cancel or amend an AWA, the manager or employee shall provide notice in writing at least one (1) month prior to the proposed cancellation or amendment.

**22.4** The Parties agree that the ERC can discuss policies and procedures around alternative work arrangements.

## **ARTICLE 23 - PART-TIME AND TEMPORARY EMPLOYEES**

**23.1 a)** It is understood that for temporary employees the following Articles do not apply: Article 7 (Job Posting); 11 (Seniority), 12 (Employment Stability/Job Security), 13 (Technological Change), 15 (Leaves of Absence with the exception of Bereavement Leave), 16 (Sick Leave), 19 (Holidays); 20 (Vacation), 21 (Health and Welfare Benefits), 22 (Alternative Work Arrangements), 25 (Entitlement on Death), unless otherwise stipulated in this Agreement.

**b)** It is understood that for part-time employees the following Articles do not apply: Articles 16 (Sick Leave), 19 (Holidays), 20 (Vacations), 21 (Health and Welfare Benefits), 22 (Alternative Work Arrangements), 25 (Entitlement on Death), unless otherwise stipulated in this Agreement.

### **23.2 Pay in Lieu of Holidays and Benefits**

All part-time and temporary employees will receive thirteen percent (13%) in lieu of Holidays and Benefits, inclusive, for all regular straight time hours paid. For part-time and temporary employees enrolled in a pension plan, the percentage in lieu of holidays and benefits shall be nine percent (9%).

### **23.3 Vacation Pay**

Four percent (4%) of gross pay shall be added to a temporary employee's regular pay in lieu of vacation with pay.

A percentage of gross pay commensurate with full-time vacation entitlement shall be added to a part-time employee's regular pay in lieu of vacation with pay. For the purposes of this Article, part-time employees receive credit for one (1) year of service for every one thousand, eight hundred and eighty-five (1,885) hours worked as calculated in Article 11.2(b).

**23.4** All part time and temporary employees are eligible to access any leave entitlement as prescribed under the *Employment Standards Act, 2000*.

## **ARTICLE 24 - JOINT JOB EVALUATION COMMITTEE**

**24.1** When a new position in the Bargaining Unit is established by the Employer, or the Employer makes a substantial change in the job content of an existing position, the Employer shall advise the Union of such new or substantially changed position and the rate of pay which is established.

- 24.2** If so requested within twenty (20) calendar days of such advice, the Union can request the matter to be brought before the Joint Job Evaluation Committee, which is an ERC sub-committee. The Union will be entitled to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed position, and it is understood that an employee may commence employment in the newly established or substantially changed position prior to the resolution of the Joint Job Evaluation Committee process.
- 24.3** Where the matter is not resolved following the deliberations of the Joint Job Evaluation Committee, the matter may be referred to mediation/arbitration in accordance with the grievance provisions contained in this Collective Agreement. It is understood that any Arbitrator shall be limited to establishing an appropriate rate based on the relationship existing among other positions within the Employer and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between positions covered by this Collective Agreement and that such relativity must be maintained.
- 24.4** Each change in the rate established by the Employer either through meetings with the Union or by an Arbitrator shall be retroactive from the time at which the matter was brought before the Joint Job Evaluation Committee.
- 24.5** No matter shall be referred to arbitration without this process being exhausted.
- 24.6** The Joint Job Evaluation Committee shall be established, with a Terms of Reference, and shall meet within thirty (30) days of ratification.

#### **ARTICLE 25 - ENTITLEMENT ON DEATH**

- 25.1** Where a full-time employee who has served more than six (6) months dies, there shall be paid to his or her personal representative or, if there is no personal representative, to such person as the Employer determines, the sum of,
- a)** One-twelfth (1/12) of his or her annual salary; and
  - b)** his or her salary for the period of vacation leave of absence and overtime credits that have accrued.

**ARTICLE 26 - TERM OF AGREEMENT**

26.1 This Agreement shall be in effect from January 1, 2015 until December 31, 2018 and shall continue automatically thereafter for the annual periods of one (1) year unless either party notifies the other in writing that it intends to amend or modify the Agreement. Notice to bargain shall be given in accordance with the *Ontario Labour Relations Act, 1995*.

Signed at Toronto, this 17<sup>th</sup> day of December, 2015.

FOR THE UNION

  
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FOR THE EMPLOYER

  
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**SCHEDULE A: OCOT/OPSEU WAGE GRID**

Job Band and Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Band 1 – 2015/2016	\$ 16.98	\$ 17.51	\$ 18.03	\$ 18.57	\$ 19.13	\$ 19.70	\$ 20.29	\$ 20.90	\$ 21.53	
Band 1 - 2017 (1.4% increase)	\$ 17.22	\$ 17.76	\$ 18.28	\$ 18.83	\$ 19.40	\$ 19.98	\$ 20.57	\$ 21.19	\$ 21.83	
Band 1 - 2018 (1.4% increase)	\$ 17.46	\$ 18.00	\$ 18.54	\$ 19.09	\$ 19.67	\$ 20.26	\$ 20.86	\$ 21.49	\$ 22.14	
Receptionist										
Administrative Assistant										
Communications Assistant										
Administrative Coordinator										
Records and Information Clerk										
Band 2 – 2015/2016	\$ 18.01	\$ 18.57	\$ 19.12	\$ 19.70	\$ 20.29	\$ 20.90	\$ 21.52	\$ 22.17		
Band 2 - 2017 (1.4% increase)	\$ 18.27	\$ 18.83	\$ 19.39	\$ 19.98	\$ 20.57	\$ 21.19	\$ 21.82	\$ 22.48		
Band 2 - 2018 (1.4% increase)	\$ 18.52	\$ 19.09	\$ 19.66	\$ 20.26	\$ 20.86	\$ 21.49	\$ 22.13	\$ 22.80		
Client Service Consultant/Enforcement Client Service Consultant										
Membership Processing Consultant										
Band 3 – 2015/2016	\$ 21.61	\$ 22.28	\$ 22.95	\$ 23.64	\$ 24.35	\$ 25.08	\$ 25.83	\$ 26.60		
Band 3 - 2017 (1.4% increase)	\$ 21.91	\$ 22.59	\$ 23.27	\$ 23.97	\$ 24.69	\$ 25.43	\$ 26.19	\$ 26.97		
Band 3 - 2018 (1.4% increase)	\$ 22.22	\$ 22.91	\$ 23.60	\$ 24.31	\$ 25.04	\$ 25.79	\$ 26.56	\$ 27.35		
Program Assistant										
Project Management Assistant										
Desktop Support Analyst										
Band 4 – 2015/2016	\$ 23.15	\$ 23.87	\$ 24.59	\$ 25.33	\$ 26.09	\$ 26.87	\$ 27.67			
Band 4 - 2017 (1.4% increase)	\$ 23.48	\$ 24.20	\$ 24.93	\$ 25.68	\$ 26.46	\$ 27.25	\$ 28.06			
Band 4 - 2018 (1.4% increase)	\$ 23.81	\$ 24.54	\$ 25.28	\$ 26.04	\$ 26.83	\$ 27.63	\$ 28.45			
Accountant										
Web Coordinator										
Program Support Clerk										
Correspondence Coordinator										

Job Band and Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Band 5 – 2015/2016	\$ 24.79	\$ 25.56	\$ 26.33	\$ 27.12	\$ 27.94	\$ 28.77	\$ 29.64	\$ 30.53	\$ 31.44	
Band 5 - 2017 (1.4% increase)	\$ 25.14	\$ 25.92	\$ 26.70	\$ 27.50	\$ 28.33	\$ 29.17	\$ 30.05	\$ 30.96	\$ 31.88	
Band 5 - 2018 (1.4% increase)	\$ 25.49	\$ 26.28	\$ 27.07	\$ 27.88	\$ 28.73	\$ 29.58	\$ 30.48	\$ 31.39	\$ 32.33	
Operations Coordinator										
Stakeholder Relations Coordinator										
Learning Coordinator										
Team Lead, Client Services										
Communications Officer/ Bilingual Communications Officer										
Band 6 – 2015/2016	\$ 25.73	\$ 26.53	\$ 27.32	\$ 28.14	\$ 28.98	\$ 29.85	\$ 30.75	\$ 31.67	\$ 32.62	
Band 6 - 2017 (1.4% increase)	\$ 26.09	\$ 26.90	\$ 27.70	\$ 28.53	\$ 29.39	\$ 30.27	\$ 31.18	\$ 32.11	\$ 33.08	
Band 6 - 2018 (1.4% increase)	\$ 26.46	\$ 27.28	\$ 28.09	\$ 28.93	\$ 29.80	\$ 30.69	\$ 31.62	\$ 32.56	\$ 33.54	
Documents & Records Officer										
Trade Equivalency Analyst										
Band 7 – 2015/2016	\$ 28.30	\$ 29.18	\$ 30.05	\$ 30.95	\$ 31.88	\$ 32.84	\$ 33.82	\$ 34.84		
Band 7 - 2017 (1.4% increase)	\$ 28.70	\$ 29.59	\$ 30.47	\$ 31.38	\$ 32.33	\$ 33.30	\$ 34.29	\$ 35.33		
Band 7 - 2018 (1.4% increase)	\$ 29.10	\$ 30.00	\$ 30.90	\$ 31.82	\$ 32.78	\$ 33.77	\$ 34.77	\$ 35.82		
Network/Systems Analyst										
Application/Web Developer										
Developer/DBA Analyst										
Band 8 – 2015/2016	\$ 31.90	\$ 32.89	\$ 33.88	\$ 34.89	\$ 35.94	\$ 37.02	\$ 38.13	\$ 39.27	\$ 40.45	
Band 8 - 2017 (1.4% increase)	\$ 32.35	\$ 33.35	\$ 34.35	\$ 35.38	\$ 36.44	\$ 37.54	\$ 38.66	\$ 39.82	\$ 41.02	
Band 8 - 2018 (1.4% increase)	\$ 32.80	\$ 33.82	\$ 34.84	\$ 35.87	\$ 36.95	\$ 38.06	\$ 39.21	\$ 40.38	\$ 41.59	
Corporate Governance Analyst										
Policy Analyst										
Business/Systems Analyst										
Research Analyst										

Job Band and Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Band 9 – 2015/2016</b>	\$ 33.96	\$ 35.01	\$ 36.06	\$ 37.15	\$ 38.26	\$ 39.41	\$ 40.59			
<b>Band 9 - 2017 (1.4% increase)</b>	\$ 34.44	\$ 35.50	\$ 36.56	\$ 37.67	\$ 38.80	\$ 39.96	\$ 41.16			
<b>Band 9 - 2018 (1.4% increase)</b>	\$ 34.92	\$ 36.00	\$ 37.08	\$ 38.20	\$ 39.34	\$ 40.52	\$ 41.73			
Senior Communications Officer/Bilingual										
Senior Communications Officer										
Stakeholder Relations Officer										
Hearing & Courts Officer										
<b>Band 10 – 2015/2016</b>	\$ 36.31	\$ 37.43	\$ 38.55	\$ 39.71	\$ 40.90	\$ 42.12	\$ 43.39	\$ 44.69	\$ 46.03	\$ 47.41
<b>Band 10 - 2017 (1.4% increase)</b>	\$ 36.82	\$ 37.95	\$ 39.09	\$ 40.27	\$ 41.47	\$ 42.71	\$ 44.00	\$ 45.32	\$ 46.67	\$ 48.07
<b>Band 10 - 2018 (1.4% increase)</b>	\$ 37.33	\$ 38.49	\$ 39.64	\$ 40.83	\$ 42.05	\$ 43.31	\$ 44.61	\$ 45.95	\$ 47.33	\$ 48.75
Program Coordinator										
Enforcement Program Coordinator										
Enforcement Officer										
Senior Policy Analyst										
Senior Project Analyst										
Trade Analyst										

Job Band and Title	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
<b>Student Wage Rate - 2015</b>	\$ 11.20	\$ 11.54								
<b>Student Wage Rate - 2016</b>	min. wage + 3%	min. wage + 6%								
<b>Student Wage Rate - 2017</b>	min. wage + 3%	min. wage + 6%								
<b>Student Wage Rate - 2018</b>	min. wage + 3%	min. wage + 6%								

\*The Employer has the discretion to place a new employee at a higher step on the grid

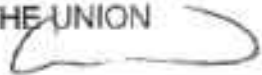
\*Student wage rates shall match minimum wage + 3% or minimum wage + 6%.

\*Reference to "band" or "pay band" in this Agreement shall mean the bands described in the OPSEU Local 503 Wage Grid.

**LETTER OF UNDERSTANDING #1 – TRANSFEREES**

The Parties agree that no employee will have salary reduced, but will be red-circled if his or her current salary is above the wage grid as contained in Schedule A.

Signed at Toronto, this 12<sup>th</sup> day of February, 2014.

FOR THE UNION  



Roy Saunders

R. Thompson



K Demarecki

FOR THE EMPLOYER  
T. Vesolen

W. Zajac  


**LETTER OF UNDERSTANDING #2 – JUNE 6, 2013 TRANSFEREES**

The Parties agree that the employees who transferred from the Ministry of Labour to the Employer effective June 6, 2013 will continue to be governed by the terms and conditions of the Collective Agreement between the Management Board of Cabinet and Ontario Public Service Employees' Union (expiry December 31, 2014).




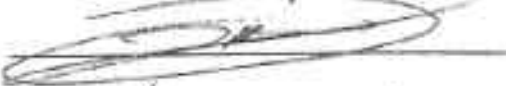

For clarity this letter covers only the following employees:

Wendy Gobeil	Kevin Kealey
Lynn McNabb	Jamie Lynn Rice
Sylvie Perricelli	Tony Villani


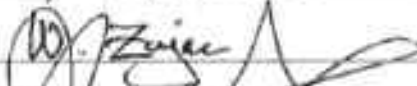

The Parties will harmonize the terms and conditions of these employees in the next collective agreement and this Letter of Understanding will expire.

Signed at Toronto, this 12<sup>th</sup> day of February, 2014.

FOR THE UNION

  
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FOR THE EMPLOYER

  
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**LETTER OF UNDERSTANDING #3 – JOINT WORKING GROUP**

The Union has raised concerns over the Employer's current practice of contracting out work. The Employer and the Union agree to the creation of a Joint Working Group (JWG) to review the Employer's current practice on the following terms:

- a. The JWG shall consist of three (3) representatives of the Employer and three representatives of the Union.
- b. The JWG shall meet within four (4) weeks of the ratification of the Collective Agreement.
- c. The JWG shall meet at least three times prior to the expiry of this Letter of Understanding.
- d. The purpose of the JWG is to discuss the Union's concerns over the Employer's contracting out of work that may be within the scope of the Collective Agreement.
- e. The JWG meetings, any information provided related to such meetings, the positions of the parties taken in the JWG meetings and any documents or conversations arising out of or related to the JWG meetings shall be without prejudice to either parties' positions with respect to any dispute under the Collective Agreement.
- f. Other than paragraph e) above, this Letter of Understanding expires six (6) months from the date of ratification of the Collective Agreement.

Signed at Toronto, this 17<sup>th</sup> day of December, 2015

**FOR THE UNION**

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**FOR THE EMPLOYER**

A.G.P.  
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James Su  
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