

COLLECTIVE AGREEMENT

Between the

**ONTARIO PUBLIC SERVICE STAFF UNION
(The Union)**



and the

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(The Employer)**



Effective: March 10, 2019 to March 9, 2022

Table of Contents

ARTICLE 1 - PURPOSE.....	4
ARTICLE 2 - RECOGNITION	4
ARTICLE 3 - MANAGEMENT'S RIGHTS	8
ARTICLE 4 - UNION SECURITY.....	9
ARTICLE 5 – CORRESPONDENCE.....	9
ARTICLE 6 – COMMITTEES	10
ARTICLE 7 – RESOLUTIONS AND REPORTS	12
ARTICLE 8 - GRIEVANCE PROCEDURE	12
ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE	14
ARTICLE 10 – SENIORITY	15
ARTICLE 11 - PROMOTIONS AND STAFF CHANGES	18
ARTICLE 12 - LAYOFF AND RECALL PROCEDURE	23
ARTICLE 13 – LEAVES OF ABSENCE.....	26
ARTICLE 14 - STAFF TRAINING AND DEVELOPMENT.....	36
ARTICLE 15 - HOURS OF WORK AND PAY	38
ARTICLE 16 - TEMPORARY UPGRADING	45
ARTICLE 17 - PAYMENT OF EXPENSES	47
ARTICLE 18 - PAY EQUITY AND JOB EVALUATION	52
ARTICLE 19 - VACATIONS WITH PAY	54
ARTICLE 20 – HOLIDAYS.....	58
ARTICLE 21 - PENSION PLAN	59
ARTICLE 22 - INSURANCE, HEALTH & DENTAL PLAN.....	61
ARTICLE 23 - SICK LEAVE PLAN.....	66
ARTICLE 24 – LONG TERM DISABILITY.....	68

ARTICLE 25 - PRESENT CONDITIONS AND BENEFITS	69
ARTICLE 26 - HEALTH AND SAFETY	69
ARTICLE 27 – PAY ADMINISTRATION	70
ARTICLE 28 - MOVING EXPENSES ON TRANSFER	73
ARTICLE 29 - PLURAL OR FEMININE MAY APPLY	75
ARTICLE 30 - CONTRACTING OUT.....	75
ARTICLE 31 - POLITICAL CONTRIBUTIONS	76
ARTICLE 32 – NO DISCRIMINATION OR HARASSMENT	76
ARTICLE 33 - PERSONAL TASKS	79
ARTICLE 34 - SEVERANCE PAY	79
ARTICLE 35 - STAFF PARTICIPATION	79
ARTICLE 36 - DURATION OF THE AGREEMENT	80
APPENDIX A – WAGE SCHEDULE PRO-TECH STAFF.....	82
APPENDIX A – WAGE SCHEDULE SUPPORT STAFF	87
APPENDIX A – WAGE SCHEDULE SERVICE STAFF	91
APPENDIX B - EMPLOYEE ENTITLEMENT DURING LEAVE OF ABSENCE (LOA)	93
APPENDIX C - PREPAID LEAVE.....	96
APPENDIX D - COMPRESSED WORK WEEK ARRANGEMENTS	100
APPENDIX E – MODEL JOB SHARE AGREEMENT.....	103
LETTERS OF UNDERSTANDING.....	105
LETTER OF UNDERSTANDING #1 - RE: ADMINISTRATIVE AUTHORITY	106
LETTER OF UNDERSTANDING #2 - RE: INFORMATION TO OPSSU PRESIDENT.....	106
LETTER OF UNDERSTANDING #3 - RE: EMPLOYMENT EQUITY.....	106
LETTER OF UNDERSTANDING #4 - RE: APPLICATION OF SENIORITY UNDER ARTICLE 3.03	107
LETTER OF UNDERSTANDING #5 RE: ENROLLMENT OF EMPLOYEE IN THE PENSION PLAN	107
LETTER OF UNDERSTANDING #6 - RE: ARTICLE 30 - CONTRACTING OUT	108

LETTER OF UNDERSTANDING #7 - RE: AGCO 108

LETTER OF UNDERSTANDING #8 - RE: UNION LEAVE..... 109

LETTER OF UNDERSTANDING #9 - RE: COMPUTER AND GREEN INITIATIVES 109

LETTER OF UNDERSTANDING #10 -RE: REGIONAL EDUCATIONAL PERMANENT SUPPORT/SERVICE EMPLOYEES 109

LETTER OF UNDERSTANDING #11- RE: STAFF PENSION PLAN..... 110

LETTER OF UNDERSTANDING #12 - RE: PSYCHOLOGICAL SAFETY AND HEALTH AT WORK 110

COLLECTIVE AGREEMENT

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

- and -

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

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

Unless otherwise indicated, provisions apply to all employees.

ARTICLE 1 - PURPOSE

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

- a) To maintain and improve the harmonious relations and settle conditions of employment between the Employer and the Union;
- b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc.;
- c) To encourage efficiency in the operation of the Ontario Public Service Employees Union and to provide the best service to its members; and
- d) To promote the morale, well being and security of all the employees in the Bargaining Unit of the Union.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer save and except the Administrators, General Counsel, Executive Assistants, Supervisors, Assistant(s) to the President, Assistant(s) to the 1st Vice President/Treasurer, Corporate Secretary, Administrative Assistant Employee Relations, Assistant to Legal Counsel, Assistants to the Administrators, Articling Student(s) and Legal Counsel.

2.02 The Employer hereby consents and agrees to negotiate with the Union, or any of its authorized committees, concerning matters affecting the relationship between the

Parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

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

a) Permanent Employee

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

(ii) Permanent Part-Time

Definition:

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

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

b) Temporary Employee

(Applicable to Temp only)

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

(i) A specific project;

(ii) Work of a non-recurring nature;

(iii) Replacing or partially replacing a full-time employee who is absent from their home position;

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

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

Such assignments are not to exceed a maximum of twelve (12) months, except when an employee is absent from their home position due to injury or illness in which case such assignments will not exceed a maximum of

twenty-four (24) months and can be extended beyond the initial period only by mutual agreement of the Parties. It is understood that the employer shall notify the Union no less than three (3) months in advance of the termination of the twenty-four (24) month period if it is requesting an extension to the temporary period of employment.

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

c) Membership Development Trainee
(Applicable to MDT only)

A Membership Development Trainee (MDT) is a dues-paying member of OPSEU who is doing a developmental training assignment to expand his/her knowledge and skills of the trade union movement.

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

- (i) A specific project;
- (ii) Work of a non-recurring nature;
- (iii) Replacing or partially replacing a full-time employee who is absent from their home position; and shall perform a limited range of duties and responsibilities of the position to which they are assigned under the direction and guidance of a Bargaining Unit member and/or Supervisor.

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

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

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

A MDT will pay dues to OPSSU and will be afforded their statutory rights by OPSSU.

d) Staff Development Trainee
(Permanent Staff)

- (i) Definition:

A Staff Development Trainee (SDT) is a permanent staff member of

OPSEU who is doing a training assignment at OPSEU. The emphasis in such assignments will be to develop staff in order to assist them to develop the qualifications, skills and abilities that they need in order to be considered for vacant positions that may arise in future and for which they may wish to compete.

- (ii) SDT opportunities shall be identified and made known to staff through an information posting for five (5) working days.
- (iii) A SDT shall perform a limited range of duties and responsibilities of the position to which they are assigned under the direction and guidance of a Bargaining Unit member, and/or Supervisor.

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

- (iv) In an attempt to assist employees to enhance their skills and abilities, the Employer agrees to provide a minimum of four (4) SDT opportunities per year. For one (1) of the four (4) opportunities in the year, preference will be given to a candidate who identifies as “racialized” through the self-identification process, provided that candidate is relatively equal to the top candidate for the SDT opportunity.
- (v) Such opportunities are not to exceed six (6) months duration without the mutual agreement of the Parties.
- (vi) SDTs shall be paid at eighty-five (85%) percent of the starting salary of the classification in which they are filling a training assignment. Should the SDT's salary be higher than the range for the training assignment, the employee will continue to be paid at their current home rate.
- (vii) SDTs will continue to receive any salary schedule progression and negotiated increases that they would have received had they not been SDTs.
- (viii) Article 15.01.03 shall not apply to an employee in an SDT assignment.

A SDT in a Pro-Tech position shall receive compensating time of one (1) day per month. The compensating time may be taken as paid time off at their home position rate of pay after the SDT assignment ends and may not be banked from one (1) calendar year to the next nor can

it be cashed out.

(ix) Selection process:

SDT applicants shall be considered and evaluated for the developmental opportunity. Core requirements will be outlined in the posting.

Where the applicants are relatively equal, preference will first be given to the candidate who has not had a previous SDT assignment and second, by seniority.

SDT applicants must be available for the duration of the assignment except that they may take up to five (5) days of vacation leave of absence during the assignment.

ARTICLE 3 - MANAGEMENT'S RIGHTS

- 3.01 It is recognized that the management of OPSEU, the control of its properties and the maintenance of order of its premises are solely the responsibility of management.
- 3.02 Other rights retained by the management of the OPSEU are hereby recognized, prominent among which, but by no means wholly inclusive, are:
- a) The right to determine and effect its own methods and scope of operations; to determine the number of staff required to carry out its operations; to select, hire and direct them; the right to decide the number and location of offices; to establish policies and standards governing its operations; to discipline or to dismiss employees for just cause; and
 - b) To make and enforce reasonable rules of procedure and conduct during working hours or on Union assignment for its employees.
- 3.03 In making changes due to transfers or re-allocating servicing districts or assignments, seniority will be the governing factor providing qualifications and ability are equal. Employees will be notified at least two (2) months in advance if the transfer is intended to be of a duration exceeding six (6) months. It is further provided that such employees will be given as much notice as possible to promote, demote, to retire, or lay off employees due to lack of work. It is understood that such notice will be no less than two (2) months.
- 3.04 The rights referred to in Article 3 above shall be exercised subject to the provisions of this Agreement.

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

ARTICLE 4 - UNION SECURITY

4.01 All Employees to be Members

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

4.02 Deductions

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

4.03 Submission of Dues

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

4.04 Employer to Provide Collective Agreement

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

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

ARTICLE 5 – CORRESPONDENCE

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

Secretary of the Union.

- 5.02 The Employer agrees to furnish the Union by no later than the fifteenth (15th) of each month, with the names and status under Article 2.03 of all employees who were either engaged or terminated, during the previous month.
- 5.03 The Employer agrees to provide the Union, with the following information: policies and rules, results of job postings and new positions.
- 5.04 The Union agrees to provide the Employer, on a quarterly basis, with a list of the names of the stewards and Union committee members together with the areas that they are authorized to represent.

ARTICLE 6 – COMMITTEES

(Not applicable to MDT)

6.01 Bargaining Committee

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

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

6.02 Employee/Employer Relations Committee

- 6.02.01 The function of the Employee/Employer Relations Committee shall be to establish a forum for consultation on changes in conditions of employment not governed by this Agreement and other matters of mutual interest; to permit negotiations of matters of mutual interest between employees in the Bargaining Unit and the management of OPSEU.
- 6.02.02 Such matters shall not be subject to the mediation and arbitration procedures under this Agreement, provided that nothing shall preclude a grievance alleging a violation of the Collective Agreement.
- 6.02.03 While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity and shall have no power to amend, or add to, or modify the terms of the Collective Agreement.

6.03 Joint Benefits Administration Committee

A joint employee/employer committee shall be established in order to advise the Employer on the effective administration of all benefit plans.

6.04 Joint Workload Committee

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

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

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

c) The decision of the Joint Workload Committee shall be forwarded to the employee within ninety (90) days of the receipt of the complaint by the Joint Workload Committee. Upon receipt of the decision or the expiry of the ninety (90) day period, the employee may file a grievance in accordance with Article 8 of the Collective Agreement.

6.05 Joint Accommodation Committee

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

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

6.06 Joint Job Evaluation Committee

The Employer and the Union agree to establish a Joint Job Evaluation Committee, as set out in Article 18.

The Union's representatives shall suffer no loss of salary or benefits carrying out these functions including both attendance at meetings and prep time of two (2) hours per meeting.

ARTICLE 7 – RESOLUTIONS AND REPORTS

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

ARTICLE 8 - GRIEVANCE PROCEDURE

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

8.01 Step 1

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

Step 2

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

Step 3

Failing a satisfactory settlement being reached at Step 2, the grievance shall be submitted to arbitration in accordance with the provisions of the Ontario Labour Relations Act by either Party giving notice in writing to the other Party of its desire,

within twenty (20) working days from the receipt of the decision at Step 2.

8.02 Definition of Working Days

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

8.03 Definition of Grievance

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

8.04 Policy Grievance

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

8.05 Harassment

The time limits set out in Article 8.01 do not apply to complaints under Article 32, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.

8.06 Facilities for Grievance

The Employer shall supply the necessary facilities for grievance meetings.

8.07 Time Limits

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

8.08 Supplementary Agreements

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

8.09 Mediation/Arbitration Procedure

- 8.09.01 Except for grievances concerning dismissal, layoff, sexual harassment, and/or human rights and Union grievances with corporate policy implications, all grievances not resolved at Step 2 shall proceed to a single mediator/arbitrator agreed to by the Parties for the purpose of resolving the grievance in an expeditious and informal manner.
- 8.09.02 The mediator/arbitrator shall endeavor to assist the Parties to settle the grievance by mediation.
- 8.09.03 If the Parties are unable to resolve the matter through mediation, the mediator/arbitrator shall determine the grievance by arbitration if mutually agreed by the Parties. If no mutual agreement, the matter shall proceed through the regular arbitration process. The mediator/arbitrator, when determining the matter by arbitration, may limit the nature and extent of the evidence and may impose such conditions as they deem appropriate.
- 8.09.04 Grievances concerning dismissal, layoff, sexual harassment, and/or human rights and Union grievances with corporate implications shall proceed through the regular arbitration procedure and shall not utilize this mediation/arbitration procedure except with the mutual agreement of the Parties.
- 8.09.05 There shall be no precedential value of decisions under the expedited process set above, unless agreed otherwise by the Parties

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

(Not applicable to MDT or Temp)

9.01 General

- 9.01.01 An employee who has completed their probationary period may be dismissed or disciplined but only for just cause and only upon the authority of the President of OPSEU. It is acknowledged that authority for discipline, save and except dismissal, is routinely delegated to the non-bargaining unit supervisory employees of OPSEU.
- 9.01.02 Reason for discharge or suspension shall be given in writing to the employee with a copy to the Union.
- 9.01.03 An employee considered by the Union to be wrongfully or unjustly discharged, may present a grievance commencing at Step 2 of the grievance procedure.

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

9.02 Unjust Suspension or Discipline

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

9.03 Representation

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

9.04 Personnel Files

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

9.05 Adverse Reports

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

ARTICLE 10 – SENIORITY

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

10.01 Definition

10.01.01 Seniority is defined as the length of service with the Employer as a permanent employee in a position within this Bargaining Unit, except that an employee shall continue to accrue seniority within the Bargaining Unit while assigned to a position

outside the Bargaining Unit, for a maximum of six (6) months.

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

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

10.01.03 Notwithstanding the above, former members of the Bargaining Unit, demoted back into the Bargaining Unit in accordance with Article 11.01.06 shall count their continuous service in a position outside the Bargaining Unit as if it were seniority earned within the Bargaining Unit.

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

10.02 Seniority List

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

10.03 Probationary Employees

10.03.01 Probationary Period

- a) Newly hired employees shall be considered on probation for a period of five (5) months worked for all permanent full-time employees, and one hundred (100) days worked for all permanent part-time employees, from the date of hire. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of employment as a permanent full-time employee or as a permanent part-time employee.
- b) The probationary period may be extended by mutual agreement between the Parties. The extension of the probationary period may not exceed four (4) months worked, in the case of permanent full-time employees, or eighty (80) days worked, in the case of permanent part-time employees, beyond the original probationary period.

10.03.02 Probation - Permanent Part Time

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

10.04 Loss of Seniority

10.04.01 If an employee is absent from work because of sickness, long-term disability, or accident, the employee shall not lose seniority rights and shall continue to accumulate seniority.

10.04.02 If an employee is absent from work because of layoff or leave of absence, the employee shall not lose seniority rights, but shall not continue to accumulate seniority.

10.04.03 An employee shall lose all seniority and their employment shall be deemed to have been terminated if:

- a) The employee is absent from work without leave or authorization for a period of five (5) working days, except for reasons acceptable to the Employer;
- b) The employee is discharged for just cause and is not reinstated through the grievance procedure;
- c) The employee resigns;
- d) The employee fails to return to work within five (5) working days following layoff and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of their current address; or
- e) The employee is laid off for a period longer than twenty-four (24) months.

10.05 Retention of Rights and Privileges

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

10.06 On Call - Back Up Temporary Employees

(Applicable to Temp only)

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

calendar years.

10.07 Permanent Part Time Seniority
(Applicable to PPT only)

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

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

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

(Not applicable to MDT or Temp unless otherwise indicated)

11.01 Posting of Positions/Vacancies

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

11.01.02 Notwithstanding the language of Article 11, Article 16.04 continues to apply.

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

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

11.01.05 a) All postings shall contain the following information:

- (i) The nature of the position;
- (ii) The qualifications, required knowledge, education and skills;
- (iii) The salary range;
- (iv) The location and Division of the position; and
- (v) The job description.

- b) A support staff employee shall not be re-tested for any skill set and level (i.e.: Basic, Intermediate, Advanced) for which they had previously been tested and passed. Further, employees will be provided with the necessary updates and training for any new technology or software introduced into the workplace that is relevant to their position.
- 11.01.06 The Employer has the right to demote a permanent employee from outside the Bargaining Unit into a new position and shall not be required to post the new position. The Union will be advised in advance of any new position to be so filled.
- 11.01.07 When permanent employees are assigned to acting positions outside the Bargaining Unit for purposes other than replacing an employee who is on leave of absence, the resulting home position vacancy must be posted as a permanent vacancy after six (6) months, unless otherwise mutually agreed.
- 11.02 Method of Filling Positions/Vacancies
- 11.02.01 a) Permanent employees with more than eighteen (18) months in the Bargaining Unit shall receive first consideration, before anyone else inside or outside the Bargaining Unit is considered for all posted positions/vacancies.
- b) A permanent employee whose application demonstrates that they meet the requirements for the position as posted shall be invited to participate in the full competition process.
 - c) Where all other factors are relatively equal, appointment shall be made of the applicant with the greatest seniority.
 - d) Where the successful candidate of a job competition declines the job offer, the Employer shall offer the position to the runner-up(s) in the competition, provided the candidate had a passing score in the competition.
- 11.02.02 The Employer need not consider any Pro-Tech employee applying for permanent position or temporary vacancy until they have completed twenty-four (24) consecutive months of service in their current position.
- 11.02.03 The Employer need not consider any Support or Service Staff employee applying for a permanent position or temporary vacancy until they have completed nine (9) consecutive months of service in their current position.
- 11.02.04 Employer shall exercise its discretion under 11.02.02 or 11.02.03 above in an equitable manner.
- 11.02.05 For an employee hired into a permanent position that arises as a result of applying the provisions of Appendix B(2)(b), and in the event the employee returns to their

home position, the new hire may exercise their seniority rights pursuant to Article 12.

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

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

For the purposes of this Article "filled" is satisfied by an accepted offer of employment.

11.02.08 Temporary Vacancy Process

- a) Temporary vacancies which are known at the outset to be six (6) months or more shall be posted via an email to OPSSU staff inviting them to indicate an expression of interest for the temporary vacancy.
- b) The qualifications required for the position will be set out in the email and staff shall be asked to provide a resume and letter of interest.
- c) The temporary vacancy will be posted to the OPSSU Bargaining Unit via email for five (5) working days. The resulting vacancy, if applicable, will be posted to the OPSSU Bargaining Unit via email for three (3) working days. Further resulting vacancies, if any, will be filled at the sole discretion of the Employer.
- d) The Employer will review and assess the received resumes and/or letters to determine those who meet the requirements of the posting. Where there is more than one (1) applicant determined to meet the necessary requirements, they will be invited to test.
- e) Where there is more than one (1) applicant as described in (d) above, the position will be awarded on the basis of achieving the highest passing score. The passing score will be indicated to the applicant(s) prior to testing. Seniority shall prevail where candidates who have passed the test are relatively equal. Relative equality will be measured in the range of ten percent (10%).

- f) For the resulting vacancy, the successful candidate will be selected by the Employer on the basis of meeting the requirements for the position as determined by their resume and/or letters. The most senior candidate who meets these requirements will be selected without testing.
- g) The successful candidate(s) for the temporary vacancy as per this process will be given orientation only. Training will not be provided. The individual must be able to fulfill the requirements of the position.
- h) An OPSSU Bargaining Unit member in a temporary assignment will not be considered for another temporary vacancy that commences prior to the conclusion of the employee's current temporary assignment. However, the employee can apply for any permanent vacancies that arise.
- i) This provision is not intended for employees in the same job classification to change venues or to change assignments within the same classification.

11.03 Promotions

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

11.04 Trial Period

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

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

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

11.05 Temporary Employees (Applicable to Temp only)

Temporary employees may compete for permanent positions provided they have been in the active employ of the Employer for nine (9) months after the internal search as referenced in Article 11.02 and prior to the Employer posting the position/vacancy

to the public.

11.06 Transfers – Pro-Tech Staff

- 11.06.01 a) It is understood by the Parties that the provision of service to the membership is the most important function of OPSEU. Therefore, from time to time, as circumstances require, OPSEU may temporarily assign to an employee in one (1) classification, those duties and responsibilities normally associated with another classification. Such temporary assignment shall not exceed three (3) months, unless extended by mutual agreement.
- b) It is further understood that such temporary assignments shall not be made in a discriminatory manner.
- c) It is further understood that no employee performing work arising from assignments under this Article will be disciplined for unacceptable performance. This does not prevent the Employer from using the normal disciplinary clause.
- 11.06.02 When an employee is geographically transferred for a period of less than three (3) months but more than one (1) week, such geographic transfers shall be deemed temporary and the following terms and conditions shall apply:
- a) A minimum of one (1) week shall be given as notice of the Employer's intent to carry out a temporary transfer, except in cases of closure or strikes, in which case, every effort will be made to give as much notice as the emergency circumstances may be said to reasonably allow, it being understood that this is likely to be less than one (1) week;
- b) The Employer will pay expenses as described elsewhere in Article 17;
- c) The Employer shall pay the return expenses of travel to the employee's normal place of residence every weekend when such assignments are to Regions 1, 2, 3, 4, 5, Sudbury or North Bay. Expenses of travel will be paid every second weekend when such assignments are to Sault Ste. Marie, Timmins or Region 7;
- d) However, if the employee is assigned to work a weekend, these days will count as lieu days as per the Collective Agreement. These lieu days may be used at the employee's discretion to return home. The Employer will pay the return travel;
- e) Prior to exercising its rights under this Article, the Employer agrees to discuss transfers of a temporary nature with the Union and the employee. The purpose of such consultation shall be to minimize or eliminate any inconvenience

arising from the temporary transfers. An employee may decline a temporary transfer for compassionate reasons, related to the immediate family, which necessitates the presence of the employee. Immediate family shall have the same meaning set out in Article 13.01.02.

ARTICLE 12 - LAYOFF AND RECALL PROCEDURE

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

12.01 Alternatives

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

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

12.02 Attrition

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

12.03 Voluntary Exit Option

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

- a) An employee is eligible for the VEO, and must apply to the Administrator of Employee Relations in writing by the date established by the Employer;
- b) An employee deciding to accept the VEO will be deemed to have terminated their employment with the Employer effective sixty (60) days from the date

established in subsection (a). For purposes of eligibility for employment insurance, the Employer will provide a letter confirming the loss of employment is due to workforce reduction;

- c) The VEO shall provide, in addition to entitlements under Article 34, two (2) weeks of pay per year of service;
- d) The Employer will cooperate with an employee taking the VEO with respect to timing and direction of payments to maximize the benefit of the VEO to the employee under the current income tax laws and regulations;
- e) The number of VEO requests that the Employer needs to consider shall be equal to the number of layoff notices that would be issued under Article 12.04.

12.04 Notice of Layoff

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

12.05 Displacement Rights

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

- a) An employee who is provided with a layoff notice or who is bumped out of their position will receive a letter from the Employer advising the employee that the option to exercise displacement rights, if applicable, can be initiated by them in the following manner:
 - i) The displacor shall identify the position they wish to bump into from the list provided by the Employer.

The displacor is only eligible to bump into a position in the same job category currently held by an incumbent with lower seniority. The list provided by the Employer shall identify by job category, the employee name, position, salary range, and seniority currently held by the respective incumbents. The list shall include the position in the nearest geographic location where an incumbent in the same job category has lower seniority. The displacor should indicate their first, second, and third choices in case another displacor with greater seniority makes the same choice.

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

exercising displacement rights.

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

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

NOTE: All clauses above are applicable to PPT, with the exception that PPT can only displace into a PPT position.

12.06 Voluntary Layoff

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

12.06.02 The employee shall advise the Administrator of Employee Relations, in writing, of their desire to make an offer of voluntary layoff.

12.07 Recall Period

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

12.08 Tuition Fees

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

12.09 Transition Support

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

(3) months of the date of layoff.

12.10 Continuation of Benefits

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

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

12.11 Termination Pay

An employee who is laid off will receive termination/separation pay at the rate of one (1) week's regular salary for each year of service. The employee is also entitled to any severance pay under Article 34.

12.12 Permanent Part Time Layoff and Recall Procedure

(Applicable to PPT only)

12.12.01 Both Parties recognize that job security should increase in proportion to length of service. If there is to be a reduction of the number of personnel within the Bargaining Unit, the Employer will give the Union as much advance notice as possible and discussions will begin to determine what should be done with those employees whose positions become redundant.

Employees working in the same job category, i.e. Professional/Technical, Support or Service Staff shall be laid off in the reverse order of their seniority in that category. No one shall be laid off provided he/she has the qualifications and ability to perform the job of a less senior person.

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

ARTICLE 13 – LEAVES OF ABSENCE

13.01 Leaves of Absence with Pay

13.01.01 Bereavement Leave

a) In the event of the death of an immediate family member, an employee shall be granted up to five (5) days leave with pay for the purpose of arranging for and attending the funeral, exclusive of necessary and reasonable travel time. When burial occurs outside the Province of Ontario, such leave may include as well reasonable travelling time. The application of this provision respecting

spouse and common-law spouse shall not govern the interpretation of these terms with respect to pension.

- b) Immediate family for the purposes of this Article shall mean: parents, step-parents, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, step-brother, step-sister, and grandparents-in-law.
- c) At the request of the employee, the Employer may grant additional days with pay for bereavement leave.
- d) The Employer may grant bereavement leave in the event of the death of a person who is not an immediate family member.

13.01.02 Compassionate Leave

- a) The Employer shall grant leave of absence with pay to a maximum of four (4) days per annum to an employee in the event of an illness in the immediate family which necessitates the presence of the employee. "Immediate family" shall mean: parents, step-parents, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparents, grandchild and any person who is living in the person's household as part of the family.
- b) The Employer may grant compassionate leave in the event of an emergency in the immediate family as defined above.
- c) Accumulated credits may be used to extend this period for an additional seven (7) days.

13.01.03 Jury or Court Witness Duty

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

13.01.04 Leave for Union Business (Not applicable to MDT)

- a) Reasonable leave of absence shall be granted to representatives of the Union to leave their employment temporarily in order to attend to Union business which shall include but is not limited to bargaining, employee/employer relations, benefits administration, and Union representation under the grievance procedure, and they shall suffer no loss of pay for the time so spent

where they would have otherwise been at work.

The OPSSU President or designee shall request permission in writing from the Administrator of Employee Relations, with a copy to the appropriate Administrator and Supervisor. Both the request and the copy must be received at least ten (10) working days prior to commencement of the leave. Permission for such leave shall not be unreasonably withheld and no leave shall be taken until such permission is granted.

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

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

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

- c) Time spent in joint meetings shall be deducted from the time off entitlement in (b), except for time spent in committees identified in Article 6.
- d) In years when collective bargaining takes place, the Employer shall grant leave without loss of pay to bargaining team members to attend Union caucus meetings associated with collective bargaining, to a maximum of two hundred (200) hours, and such time shall not be deducted from the Union bank.
- e) The Employer may grant either paid or unpaid leave at its discretion in addition to the above.

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

13.01.05 Special Projects
(Not applicable to MDT or Temp)

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

13.02 Leaves of absence without Pay
(Not applicable to MDT or Temp)

13.02.01 Education Leave

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

13.02.02 General Leave / Long

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

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

13.02.03 General Leave / Short

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

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

13.02.04 Participating in Elections (Public Run)

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

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

13.02.05 OPSSU Participation in Elections (Public Union)

The Employer recognizes the rights of employees to participate in federal, provincial and municipal elections. Therefore, the Employer will allow leave of absence for employees recommended by the Union, in writing, to participate in said elections. Such leave shall be unpaid and shall not exceed the aggregate of fifty (50) working days per year, in total, for the Bargaining Unit.

13.02.06 Holding Elected Public Office (Public Service)

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

13.02.07 Full-Time Position or Work with Union or Affiliate

- a) An employee who is appointed or elected to a full-time position with the Union, or is elected to a full-time position with the Canadian Labour Congress, or with one of its affiliated labour organizations, shall be granted leave of absence without pay for a period of two (2) years, subject to renewal on application to the Employer for further successive periods of two (2) years each.
- b) An employee on a leave of absence granted by the Employer pursuant to (a) above, must provide written notice of their intention to return to work, sent by registered mail, to the Employer at its head office, two (2) months prior to the conclusion of the period of the leave of absence granted by the Employer. Failure to provide notice shall result in the employee having been deemed to have abandoned employment with the Employer at the conclusion of the period of the leave of absence.
- c) The Employer may, upon written request, grant leave of absence in writing without pay to employees selected to perform specialized work on behalf of anybody affiliated with the Union or the Employer.

13.03 Employee Entitlements during Leaves of Absence Under 13.01 and 13.02 (Not applicable to MDT or Temp)

See Appendix B

13.04 Other Leaves

(Not applicable to MDT or Temp)

13.04.01 Pregnancy Leave

- a) A leave of absence without pay will be granted to a pregnant employee who has at least thirteen (13) weeks continuous service. An employee requesting such leave must give the Employer at least two (2) weeks written notice of the date the leave is to begin and provide a medical certificate which sets out the due date.
- b) The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- c) An employee entitled to leave under this Article who provides the Employer with proof that the employee has applied for and is eligible to receive

Employment Insurance (EI) Benefits pursuant to the Employment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Employment Insurance Benefit Plan (SEIBP).

- d) In respect of the period of pregnancy leave, payments made according to the Supplementary Employment Insurance Benefits Plan will consist of the following:
 - (i) For the first week, payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for the employee's classification, which the employee was receiving on the last day worked prior to the commencement of the pregnancy leave;
 - (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 the employee's classification, which the employee was receiving on the last day worked prior to the commencement of pregnancy leave; and
 - (iii) An additional week payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay to be paid at the end of the Pregnancy Leave (or Pregnancy and Parental Leave), when EI benefits have been exhausted.
- e) In addition to the seventeen (17) weeks leave under (d) above, an employee is entitled to Parental Leave in accordance with Article 13.04.02.
- f) For an employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums, and pension contributions, on the same basis as if the employee had been working during the leave. The Employer shall continue to pay Transportation Allowance and provide the use of gas cards to eligible employees on Pregnancy or Parental Leave, or a combination of both for a maximum period of eighteen (18) weeks.
- g) An employee granted leave under this Article shall continue to accumulate seniority but shall only earn vacation credits for the fifty-two (52) week period of pregnancy leave.
- h) An employee returning from leave granted under this Article shall be assigned to their former position and be paid at the step in the salary range that the

employee would have attained had the employee worked during the leave. If the former position has been eliminated the employee will be reassigned to a position and rate of pay in the same manner they would have been reassigned if they had been working during the leave.

- i) An employee may discharge existing credits for lieu time, overtime, vacation and banked sick leave credits against the unpaid portion of the leave granted under this Article.
- j) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan [57(13) (i) of the EI Regulations, as amended].

13.04.02 Parental Leave

- a) The Employer shall grant parental leave of absence without pay to an employee who has at least thirteen (13) weeks continuous service.

An employee requesting such leave must give the Employer at least two (2) weeks written notice of the date the leave is to begin.

- b) The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- c) Parental leave will be up to sixty-three (63) weeks. An employee is entitled to Pregnancy and Parental Leave of up to seventy-eight (78) weeks. If the employee did not take Pregnancy Leave, they will be entitled to up to sixty-three (63) weeks Parental Leave as provided in the Employment Standards Act.
- d) Parental Leave may begin:
 - (i) No earlier than the day the child is born or comes into the custody, care and control of the parent for the first time;
 - (ii) No later than the timeline in the Employment Insurance Act; and
 - (iii) The Parental Leave of an employee who takes Pregnancy Leave must begin when the Pregnancy Leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- e) An employee entitled to leave under this Article, who provides the Employer with proof that the employee has applied for and is eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act, (Canada), shall be paid an allowance in accordance with the SEIBP.

- f) In respect of the period of parental leave, payments made according to the Supplementary Employment Insurance Benefits Plan will consist of the following:
- (i) For the first week (if a waiting period has not already been served pursuant to a leave under Article 13.04.01 (Pregnancy Leave)), payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, which the employee was receiving on the last day worked prior to the commencement of the Parental Leave;
 - (ii) Up to a maximum of thirty-three (33) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of Parental Leave;
 - (iii) An additional week payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay to be paid at the end of the leave when EI benefits have been exhausted, unless the employee is eligible for and received such payment through Article 13.04.01(d)(iii); and
 - (iv) The maximum period an employee is entitled to SEIBP payments, through any combination of Pregnancy and Parental Leave arising from the birth of a child, is fifty-two (52) weeks.
- g) For an employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums and pension contributions on the same basis as if the employee had been working during the leave. The Employer shall continue to pay the Employer's pension contributions for the full duration of the Parental Leave, provided the employee elects to pay their contributions. This is consistent with Section 51 of the Employment Standards Act, and does not limit any other entitlements under Section 51. The Employer shall continue to pay Transportation Allowance and provide the use of gas cards to eligible employees on Pregnancy or Parental Leave, or a combination of both for a maximum period of eighteen (18) weeks.
- h) An employee granted leave under this Article shall continue to accumulate seniority but shall only earn vacation credits for the first fifty-two (52) week period of Parental Leave.

- i) An employee returning from leave granted under this Article shall be assigned to their former position and be paid at the step in the salary range that they would have attained had the employee worked during the leave. If the former position has been eliminated the employee will be reassigned to a position and rate of pay in the same manner they would have been reassigned if the employee had been working during the leave.
- j) An employee may discharge existing credits for lieu time, overtime or vacation against the unpaid portion of the leave granted under this Article.
- k) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments under the plan [57(13) (i) of the EI Regulations, as amended].

13.04.03 Prepaid Leave Plan
(Not applicable to MDT, Temp)

See Appendix C

13.05 Personal Leave – Support and Service Staff
(Not applicable to MDT, Temp unless otherwise specified)

- 13.05.01 Support staff shall be granted eight (8) days per year of time off with pay over and above any other provision of this Collective Agreement to be taken at a time mutually agreed by the employee and the Employer.
- 13.05.02 Service staff shall be granted seven (7) days per year of time off with pay over and above any other provision of this Collective Agreement to be taken at a time mutually agreed by the employee and the Employer.
- 13.05.03 Such time off shall be taken as full days and not as fractions thereof.
- 13.05.04 Such time shall be scheduled, at a time mutually agreeable to an employee and their Supervisor. Such agreements shall not be unreasonably withheld.
- 13.05.05 Such time off shall not be bankable from year to year and may not be taken in cash.
- 13.05.06 Personal Leave - Permanent Part Time
(Applicable to PPT only)

Permanent part-time employees in support staff positions shall be granted up to six (6) days per year of time off with pay over and above any other provision of this Collective Agreement as follows:

Regularly scheduled 1 day per week	3 days
Regularly scheduled 2 days per week	4 days
Regularly scheduled 3 days per week	5 days
Regularly scheduled 4 days per week	6 days

A permanent part-time employee on a full-time upgrade will be able to access all seven (7) days after three (3) months in the acting full-time position.

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

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

13.05.07 Compassionate Care Benefits Leave

- a) A leave of absence without pay will be granted to an employee who has at least thirteen (13) weeks continuous service. An employee requesting such leave must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- b) The leave of absence shall be in accordance with the provisions of the *Employment Insurance (EI) Compassionate Care Benefits*.
- c) An employee entitled to leave under this Article who provides the Employer with proof that the employee has applied for, and is eligible to receive, Employment Insurance Benefits pursuant to the Employment Insurance Act (Canada), shall be paid an allowance in accordance with the SEIBP.
- d) In respect to the period of leave, payments made according to the SEIBP will consist of the following:
 - (i) For the first week, payment equivalent to ninety-seven percent (97%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the compassionate care leave;
 - (ii) Up to a maximum of four (4) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-seven (97%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of compassionate care leave; and
 - (iii) An additional week payment equivalent to ninety-seven percent (97%) of the actual weekly rate of pay to be paid at the end of the leave, when EI

benefits have been exhausted.

- e) For an employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums and pension contributions on the same basis as if the employee had been working during the leave.
- f) An employee granted leave under this Article shall continue to accumulate seniority and service and earn vacation credits for the period of Compassionate Care Leave.
- g) An employee returning from leave granted under this Article shall be assigned to their former position and be paid at the step in the salary range that they would have attained had they worked during the leave. If the former position has been eliminated, the employee will be reassigned to a position and rate of pay in the same manner they would have been reassigned if they had been working during the leave.
- h) An employee may discharge existing credits for lieu time, overtime and vacation credits against the unpaid portion of the leave granted under this Article.
- i) In the event of an increment or general wage increase(s), retroactive or otherwise, falling due during the period of the compassionate care leave, the employee's rate of pay and the SEIBP shall be recalculated and adjusted accordingly effective the date of the increase(s).

13.06 All employees, including temporary employees, shall be entitled to two (2) Paid Personal Leave days each calendar year, in addition to any current entitlements, found under 13.05, to be used at the discretion of the employee, upon prior notification to the Employer.

ARTICLE 14 - STAFF TRAINING AND DEVELOPMENT

(Not applicable to Temp except for 14.01.02, or MDT)

14.01 Education Allowance – Pro-Tech Employees

14.01.01 Pro-Tech employees shall be entitled to an annual education allowance, without receipts, in the amount of five hundred dollars (\$500) pro-rated the year of hire and the year of termination of employment. Such allowance shall be paid to employees the first pay in January of each year.

14.01.02 Temporary Pro-Tech employees shall be entitled to a pro-rated education allowance up to a maximum of five hundred dollars (\$500) a year, to be calculated

and paid to the employee at the end of each calendar year.

14.02 Support/Service Staff Education Allowance

- 14.02.01 Permanent Support/Service employees shall be entitled to an annual education allowance, without receipts, in the amount of five hundred dollars (\$500). The allowance shall be pro-rated the year of hire and the year of termination of employment. For PPTs it shall be prorated in proportion to their regular weekly hours of work in relation to full time hours (e.g. PPT regularly working 2 days per week = $40\% \times \$500 = \200).
- 14.02.02 When a PPT is assigned for two (2) continuous months or more to an acting position, they shall receive pro-rated education allowance for this period, to be calculated and paid at the end of each year. The combined maximum education allowance is five hundred dollars (\$500) per year (e.g. 3 regular days per week = $60\% \times \$500 = \300 . A six (6) month acting assignment = \$250). A PPT would receive three hundred [\$300] first pay in January and two hundred dollars [\$200] at the end of December).

14.03 English as a Second Language (ESL) – Service Staff

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

14.04 Educational Development

- a) A permanent employee having received prior approval (which approval will not be withheld unreasonably) of the Employer for participation in a part-time or correspondence course shall receive upon successful completion of a job-related course, or Union-related course, full reimbursement of tuition fees and payment for textbooks used in such courses as substantiated by a receipt with the day off with pay to write examinations, provided that the examination is held on a regular working day. The employee must give their Supervisor at least ten (10) working days' notice for the time off to write the examination.
- b) OPSEU shall establish an Education Fund of thirty thousand dollars (\$30,000) maximum per year for the purpose of participation in educational development as outlined in (a) above.

14.05 OPSEU Member Educational Programs
(Applicable to permanent Pro-Tech employees only)

- 14.05.01 The Parties recognize the employee's responsibility to ensure the delivery of a high quality education program to OPSEU's dues paying members. The Employer acknowledges that an effective education program requires the involvement of staff and undertakes to see that staff is involved at all levels of the planning, co-ordination, development, delivery and evaluation of OPSEU's education program. Both Parties agree that although the President of OPSEU is responsible for all staffing decisions, the President will be guided, in the selection of facilitators for regionally based education programs, by the recommendations of the Regional EBM/Staff Committee.
- 14.05.02 The Regional Executive Board Member/Staff Committee may assign a co-facilitator to any Regional educational program. Co-facilitators may be Bargaining Unit employees, or members of the Union, or any other person selected by that Committee. Employees shall be given preference in the selection of facilitators.
- 14.05.03 For the purpose of Regional Membership Education, the Regional Executive Board Member/Staff Committee will be tasked with the coordination of the Regional Education Programs.
- The Employer shall ensure that all staff and member facilitators who wish to facilitate are given the opportunity to learn new course material as it is developed.
- 14.05.04 OPSEU may also use qualified member facilitators where staff are not available for an assignment. Facilitators who wish to facilitate shall first have taken OPSEU's train-the-trainer program. A list of qualified member facilitators will be forwarded to each regional office. Where a member facilitator is not qualified they may co-facilitate with a staff member until they become qualified to facilitate.

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

ARTICLE 15 - HOURS OF WORK AND PAY

(Articles 15.02.02, 15.02.03, 15.02.05, 15.02.06, 15.02.12 and 15.02.14 are applicable to PPT unless otherwise noted.)

15.01 Professional-Technical Staff – Hours of Work, Compensating Time and Overtime

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

- 15.01.02 The work week shall consist of not less than thirty-five (35) hours nor more than forty-two (42) hours per week, Monday to Friday.
- 15.01.03 Employees in Pro-Tech classifications shall receive compensating time to a maximum of fourteen (14) days earned per year for regular hours worked between thirty-five (35) and forty-two (42) hours per week Monday to Friday as follows:
- a) Five (5) days per year automatically for Pro-Tech classifications; such days to be scheduled at a time mutually agreeable to an employee and the Employer; and
 - b) Up to an additional nine (9) days per year may be earned by an employee and scheduled mutually as above.
- 15.01.04 a) Compensating time may not be banked from year to year and may not be taken in cash.
- b) Compensating time may be applied to authorized leave and used in units of full days or half days. No other fractions of days shall be permitted.
- 15.01.05 a) Hours worked beyond forty-two (42) hours, Monday to Friday, must be authorized in advance by the Employer. These hours will be paid, banked, or taken as lieu time at the rate of time and one half (1-1/2). Banked hours must be cashed out by December 31 of each year. At the employee's option, they shall receive cash or lieu time or any combination thereof; however, the scheduling of the lieu time must be approved by the supervisor.
- b) When a holiday occurs and the employee is not scheduled to work that holiday, seven (7) hours shall be recognized as hours worked for the purpose of determining weekly overtime.
- c) For the purposes of determining the rate of pay for hours worked beyond forty-two (42), the formula will be weekly gross salary divided by forty (40).
- 15.01.06 In the event of legislative changes affecting Pro-Tech classifications the Parties agree to meet to discuss these matters of mutual concern.
- 15.01.07 When employees are required to work on a Saturday or Sunday they shall be compensated at the rate of time and one half (1-1/2) for all hours worked. At the employee's option, they shall receive cash or lieu time or any combination thereof.
- 15.01.08 When an employee works on a paid holiday, as outlined in Article 20.01 they will be paid at the rate of time and one half (1-1/2) for all hours worked plus one credited lieu day.
- 15.01.09 For the purposes of this Article, the overtime divisor shall be forty (40).

- 15.01.10 When an employee applies lieu day credits to authorized leave, their salary shall not be increased or reduced as a result of such application.
- 15.01.11 When an employee applies lieu days to authorized leave, the employee's bank of lieu days will be reduced on the basis of one (1) full lieu day for each full day of leave, but the lieu days deducted from the employee's bank will be deducted beginning with that day which is rated at the highest pay and proceeding downwards.
- 15.01.12 When an employee cashes in lieu days, such lieu days will be deducted from the employee's bank beginning with that day that is rated at the lowest pay and proceeding upwards.
- 15.01.13 Lieu days shall be rated at the daily value of the prorated weekly salary received by the employee at the time that the lieu day was earned.
- 15.01.14 At the option of the employee, on separation from the Employer's service or at the end of the calendar year, the employee shall be entitled to one hundred percent (100%) of the value of accumulated lieu time credits. Such value of accumulated lieu time credited shall be computed in accordance with Article 15.01.13 above.
- 15.01.15 The current balance of an employee's lieu bank, indicating both cash-in value and number of days of credit, will be made known to each employee quarterly. The records of the employee's lieu day credits shall be maintained at the Employer's Head Office and may be inspected by the employee with one (1) day's notice.
- 15.01.16 Lieu days may be applied to authorized leave or cashed in units of either full days or half days. No other fractions of days shall be permitted.
- 15.01.17 a) Lieu time earned under 15.01.07 (work on Saturday and/or Sunday) and under 15.01.08 (work on statutory holidays) and not taken as time off may be banked to a maximum of twenty thousand dollars (\$20,000). Lieu time earned over twenty thousand dollars (\$20,000) will be cashed out at the end of the calendar year as per payroll schedule.
- b) Employees who currently have accumulated lieu time credits (Saturday, Sunday and statutory time) as of December 31, 2012 continue to have the option on separation from the Employer's service or at the end of the calendar year to receive one hundred percent (100%) of the value of the accumulated lieu time credits computed in accordance with Article 15.01.13 above. There shall be no further banking of lieu time credits except as provided in (a) above. For clarity, employees whose banks currently exceed twenty thousand dollars (\$20,000) cannot bank additional lieu time as per (a) above and will be subject to cashing out at the end of the calendar year.

15.02 Support Staff – Hours of Work and Overtime

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

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

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

15.02.04 Flex Time

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

- (i) Notice given by the employee to the Supervisor indicating their desire to work a flexible work schedule;
- (ii) Core hours are 8:30 a.m. to 4:30 p.m.;
- (iii) Fifty percent (50%) of the hours scheduled to work must fall within the core hours;
- (iv) Employees must work seven (7) hours per day (exclusive of the one [1] hour unpaid lunch period);
- (v) A flexible work schedule will be developed and approved by the Supervisor;
- (vi) The approved flexible work schedule shall be for a period of time mutually agreed;
- (vii) The employee or the Supervisor may on, written notice of thirty (30) days to the other party, terminate the flexible work schedule.

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

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

15.02.07 All employees shall be paid for authorized work outside the regular hours from Monday to Friday at the rate of time and one half (1-1/2) the regular rate; and for

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

- 15.02.08 The first opportunity for available overtime will be given to employees in the Section in which the overtime is required. In this Article, "Section" is as defined in Article 16.04 and "employees in the Section" means permanent support staff employees working in the Section at the time of the required overtime.
- 15.02.09 The Employer will endeavour to provide one (1) day notice of the requirement to work overtime.
- 15.02.10 An employee called in to work on a day which is not a regular working day shall be paid a minimum of four (4) hours pay at the rate of two and one half (2-1/2) times the regular rate.
- 15.02.11 Employees scheduled to work overtime on a normal working day will be entitled to take a paid fifteen (15) minute break at the end of their normal seven (7) hours before commencing their assigned overtime.
- 15.02.12 Available overtime at the annual convention will be assigned to permanent Head Office staff.
- 15.02.13 The Employer shall make a good faith effort to assign overtime in a reasonable and equitable manner.
- 15.02.14 Permanent Part-Time Overtime (PPT)
(Applicable to PPT only)

The permanent part-time employee shall be paid the straight time hourly rate, for work performed beyond their regularly scheduled weekly work, up to a thirty-five (35) hour week. For hours in excess of thirty-five (35) hours, the applicable Pro-Tech, Support, or Service articles apply.

- 15.02.15 PPT – Additional Days/Hours or Cancellation
 - a) When a PPT employee is scheduled to work an additional day, but the day in question is cancelled by the Employer within forty-eight (48) hours of the start time of the additional day, the PPT shall receive four (4) hours pay at their regular home rate of pay.

- b) The first opportunity for available days and/or hours will be given to PPT employees within the regional office in which the days and/or hours are required, provided such and/or hours do not incur overtime or premium rates.

15.03 Service Staff – Hours of Work and Overtime

(Not applicable to MDT)

15.03.01 Hours of Work for service staff employees shall be:

- a) Cleaners

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

- b) Maintenance Employees

The work week shall consist of five (5) days, Monday to Friday inclusive.

- c) Building Services Technician; Maintenance Mechanic; Maintenance Electrician and the General Duty Maintenance Employees

The work week shall be forty (40) hours per week (including the one (1) hour paid lunch break), Monday to Friday inclusive.

15.03.02 Overtime

Overtime shall be paid as follows:

- a) For all hours worked on a recognized holiday: two and one half (2-1/2) times the regular rate of pay;
- b) For all hours worked in excess of the regular hours on a regular working day: one and one-half (1-1/2) times the regular rate of pay;
- b) For all hours worked on a regular day off: two and one-half (2-1/2) times the regular rate of pay;
- d) For all hours worked during the Christmas - New Year shutdown, as defined in Article 20.03, other than the actual holiday specified in Article 20.01 of the Agreement: two and one-half (2-1/2) times the regular rate of pay;
- e) There will be no pyramiding of overtime rates.

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

15.03.04 Call-Back

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

15.03.05 Shift Premium

- a) An employee shall receive a shift premium of ninety (90) cents per hour for all hours worked between 5:00 p.m. and 8:00 a.m.
- b) Shift premiums shall not be considered as a part of an employee's basic hourly rate.
- c) Shift premiums shall not be paid to an employee who for mutually agreed upon reasons works on a shift for which he/she would have otherwise been entitled to a shift premium.

15.03.06 Meal/Rest Periods

- a) Cleaners shall receive a paid meal break of thirty (30) minutes.
- b) All other employees covered under this Article shall receive two (2) paid rest periods of fifteen (15) minutes duration.
- c) All employees scheduled to work more than two (2) hours overtime at the end of their shift are entitled to a break of fifteen (15) minutes without pay at the end of their shift before commencing overtime.

15.04 Variable Hours of Work

(Not applicable to Temp)

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

15.05 Job Share

(Not applicable to Temp)

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

15.06 Quarterly Credit Reports

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

ARTICLE 16 - TEMPORARY UPGRADING

(Not applicable to Temp or MDT)

16.01 a) When an employee, as directed by their Supervisor, performs the majority of functions of a higher paying position for a period of three (3) consecutive days or more, the employee shall receive an increase in pay which will bring the employee's salary to at least the starting rate of the higher position.

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

b) On-Call Back-Up employees

When an on-call back up employee is directed by the Supervisor to replace a permanent secretary position in a Regional Office, and works eight (8) consecutive days or more, the on-call back up employee will receive the start rate for the position(s) they are replacing for all days worked.

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

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

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

For the purposes of this Article, the Sections are:

- 1) Accounting
- 2) Negotiations

- 3) Arbitrations
- 4) Employee Relations
- 5) Equity
- 6) Health & Safety
- 7) Information Technology
- 8) Membership Services
- 9) Member Education/Campaigns
- 10) Operations Services
- 11) Organizing
- 12) Payroll
- 13) Pension and Benefits
- 14) Print Shop
- 15) Public and Government Relations
- 16) Research
- 18) Collective Bargaining
- 19) Local Services
- 20) Legal Services

16.05 a) Permanent qualified employees in the support staff classifications at Head Office, who have expressed an interest in writing, will be temporarily upgraded in order of seniority, on a rotational basis, to the following positions: Assistant to the Administrators except the Administrators of Employee Relations and Legal Services.

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

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

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

16.08 Temporary Assignment to Pro-Tech Positions

Qualified permanent employees will be offered temporary assignments to Pro-Tech positions covered on the same basis as offered to OPSEU members. Such opportunities will be made known to the OPSSU membership and the Employer will endeavour to rotate the assignments among qualified applicants.

ARTICLE 17 - PAYMENT OF EXPENSES

(Not applicable to MDT unless otherwise noted)

17.01 Expenses – Support Staff

(Applicable to PPT and Temporary Staff)

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

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

17.02 Expenses – Service Staff

(Applicable to PPT and Temporary Staff)

17.02.01 Employees shall be reimbursed for reasonable out-of-pocket expenses incurred in the performance of assignments authorized by their supervisor and for the cost of trade certification, upon submission of an expense claim and appropriate receipts.

17.02.02 Where an employee is required to travel greater than sixty (60) kilometers one way, from home or their regular workplace whichever is closest, to attend a Staff Training and Development assignment; the employee shall be reimbursed for meals, mileage and accommodation as per OPSEU Policy.

17.03 Child Care

(Not applicable to MDTs and PPTs)

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

17.04 Education Expenses

(Applicable to PPT and Temporary Staff)

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

17.05 Meal Allowance

(Applicable to PPT and Temporary Staff)

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

17.06 Support Staff

(Applicable to PPT and Temporary Staff)

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

- (i) All employees working past the normal meal period on a Saturday, Sunday or Statutory Holiday;
- (ii) Authorized work prior to and including 8:00 a.m.;
- (ii) On any special work authorized by the Employer (i.e. Conventions, Regional Meetings, Demand-Setting Meetings, Campaigns, etc.);
- (iii) A dinner allowance will be paid for working two (2) hours overtime.

17.07 Service Staff

(Applicable to Temps)

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

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

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

17.08 Travel and Accommodation Expenses

(Not applicable to PPT, Temps or MDTs)

Travel and accommodation expenses incurred while on official and approved OPSEU business will be reimbursed at cost and upon receipt of invoices and receipts. Alternative travel expenses must be approved in advance by the employee's Supervisor.

The cost for the alternative travel if not approved is to be covered by Article 17.11.02 – Transportation Assistance. In reviewing the request for approval of the alternative travel expenses the Supervisor shall also consider Health & Safety concerns and the efficient use of the employee's time.

17.09 Expense Advance

(Not applicable to PPTs, Temps or MDTs)

Employees who travel as a regular part of their work may request a standing advance of five hundred dollars (\$500), which shall be repayable to the Employer.

17.10 Hospitality Expenses

(Not applicable to PPTs, Temps or MDTs)

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

17.11 Transportation

(Applicable to Temps)

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

1. Benefits Counsellor
2. Campaigns Officer
3. Communications Officer
4. Grievance Officer
5. Education Officer
6. Equity Officer
7. Health & Safety Officer
8. Human Rights Officer

9. Inclusion Officer
10. Negotiator
11. Negotiator A-Typical
12. Organizer
13. Research Officer
14. Senior Benefits Counsellor
15. Senior Campaigns Officer
16. Senior Communications Officer
17. Senior Grievance Officer
18. Senior Health & Safety Officer
19. Senior Negotiator
20. Senior Negotiator A-Typical
21. Senior Research Officer
22. Staff Representative
23. Translator
24. Videographer

17.11.02 An employee entitled to receive transportation assistance as identified in 17.11.01 above is entitled to receive a transportation allowance of seven hundred dollars (\$700) per month. Eligible employees shall have use of a gas card(s) (*regular gas, engine fluids, and one [1] car wash per week to a maximum of a twenty dollars [\$20] per car wash). Gas and car wash receipts must be attached to the employee's weekly time sheets corresponding to dates of purchase. If an employee does not have a motor vehicle, then they will not be issued any gas cards. Employees who are using up earned credits prior to retirement shall not have access to gas cards.

*Note: Premium Gas fuel is only permitted once the employee has provided a copy of the automotive specifications setting out that such fuel is required.

Employees in the Bargaining Unit who are not entitled to transportation assistance, and who are authorized to work overtime beyond 9:00 p.m., shall be compensated for taxi fare to their home, or between 8:00 p.m. and 9:00 p.m., shall be compensated for taxi fare to the nearest operating subway station; in either case, upon production of a receipt, up to a maximum of twenty dollars (\$20). The foregoing provisions apply after 6:00 p.m. from November 01 to February 28.

17.11.03 MDT and Temps Transportation Allowance

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

- a) Temporary employees and MDTs who are eligible for transportation assistance under Article 17.11.01 and Article 17.11.03 will have the transportation allowance as per Article 17.11.02 pro-rated in the month of their appointment to a position eligible for the allowance and pro-rated for the month in which they cease to be entitled to the transportation allowance.
- b) Notwithstanding the above, an MDT assigned to or participating in exclusively OPSEU membership activity while under an MDT contract, will warrant pro-rating of the monthly transportation allowance. (e.g. one [1] day off to attend MERC meeting as an OPSEU member results in their transportation allowance being reduced by 1 /30th of the monthly allowance).

17.12 Conference and Convention Expenses – Support Staff

(Not applicable to PPTs, Temps or MDTs)

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

17.13 Uniforms

(Applicable to PPT and Temporary Staff)

- 17.13.01 The Employer will provide and clean uniforms for all Service employees, as per policy.
- 17.13.02 The Employer shall provide for a seasonal clothing allowance of seven hundred dollars (\$700) per year for Service Staff, with receipts.
- 17.13.03 The Employer shall provide a yearly safety footwear allowance of up to two hundred dollars (\$200) per year with receipts for those employees who are required to wear safety footwear.
- 17.13.04 All allowances as indicated in Article 17.13 shall be pro-rated for temporary and PPT employees.

17.14 Parking

(Applicable to PPT and Temporary Staff)

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

17.15 Work at another location

(Applicable to PPT and Temporary Staff)

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

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

- a) From an employee's residence to a non-regular work location; or
- b) From an employee's regular work location to a non-regular work location, whichever is closer.

17.16 MDT Accommodation Allowance

(Applicable to MDT only)

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

17.17 MDT Other Expenses

(Applicable to MDT only)

Expenses paid to MDTs shall be the same as those paid to permanent staff, except for entitlements in 17.11.03 and 17.16.

ARTICLE 18 - PAY EQUITY AND JOB EVALUATION

(Not applicable to Temp or MDT)

While the Union and the Employer acknowledge that pay equity and internal equity are separate processes, the Parties agree to use the Gender Neutral Comparison System (GNCS) used in the current pay equity plan, as the job evaluation system (JES) to be used for both internal equity purposes and compliance with the Pay Equity Act.

- 18.01 The Union and the Employer acknowledge their ongoing responsibilities under the Pay Equity Act.
- 18.02 The Union and the Employer agree to establish an ongoing process to address issues of maintenance, including evaluation of new jobs and jobs that have undergone significant change. Existing jobs shall not be eliminated without prior notice to the Union.
- 18.03 The Employer shall provide job descriptions of existing and new jobs in the Bargaining Unit to the Union. Every employee shall have the right to obtain a copy of their job description.
- 18.04 The Joint Job Evaluation Committee (JJEC) will have the following composition:
- i) Up to three (3) union representatives chosen by the Union; and
 - ii) Up to three (3) employer representatives chosen by the Employer.
- 18.05 The Employer agrees to provide the Union's JJEC representatives with GNCS documents relevant to the positions being evaluated.
- 18.06 The Employer will determine the salary range for any new job, based on the written job description created by the Employer.
- 18.07 When either the Employer or the Union believes that there have been material changes to an existing job, the incumbent employee will be directed to complete and submit a Job Information Questionnaire to the JJEC no later than thirty (30) days prior to the next JJEC.
- 18.08 The JJEC will meet to evaluate all changed or new jobs, along with any Job Information Questionnaires submitted under Article 18.07, at least three (3) times a year (no less than every four [4] months). Quorum for meetings shall consist of at least two (2) Employer Representatives and at least two (2) Union Representatives. Failure to reach quorum will result in the meeting being re-scheduled for no later than fourteen (14) working days from the original meeting date.
- 18.09 The JJEC will receive any additional relevant materials including comparators at least fourteen (14) days prior to the next evaluation meeting.
- All decisions of the Committee must be made within forty-eight (48) hours after the meeting. If there is no agreement, then the provisions of Article 18.15 apply.
- 18.10 Upon agreement of the Committee as to the point ratings on each sub factor, the job will be placed in the appropriate salary range according to the total points.

- 18.11 Any pay increase will be retroactive to the date of the submission of the job questionnaire. The retroactive pay shall not exceed six (6) months.
- 18.12 Where the decision of JJEC results in a downgrade or a decrease in the salary range for the job in question, the incumbent employee's salary will be frozen until the salary range maximum surpasses the employee's salary.
- 18.13 If the JJEC determines that total points fall outside the existing wage schedule, the Employer will establish a salary range for the job, consistent with the established wage schedule.
- 18.14 Any member whose position is evaluated by the JJEC shall receive a written response from the Committee with a final determination. Where there is consensus among the JJEC members, the final determination is binding on the Parties. Any dispute will not move forward to arbitration.
- 18.15 If the JJEC is unable to agree on the points to be assigned to any sub factor, or if a dispute exists concerning the salary range of a particular job, the matter will be referred to a mediator-arbitrator from the list below. The Parties agree to use an expedited process with a decision to be rendered within thirty (30) days of the hearing.

Kevin Burkett	Brian Keller
Michelle Flaherty	Mort Mitchnick
Jim Hayes	Barry Stephens
- 18.16 At least seven (7) working days before the arbitration, each Party shall prepare a brief and provide a copy to the other party and to the mediator-arbitrator. The brief shall identify the issues in dispute, set out the position of the Party and shall include all documents to be relied on.

The mediator-arbitrator shall determine whether an oral hearing is required.

ARTICLE 19 - VACATIONS WITH PAY

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

19.01 Entitlements

19.01.01

0 – 5 years	1-1/3 days/month
Over 5 years	1-3/4 days/month
Over 8 years	1 5/6 days/month
Over 10 years	1-11/12 days/month

Over 11 years	2 days/month
Over 12 years	2-1/12 days/month
Over 13 years	2-1/6 days/month
Over 16 years	2-1/2 days/month
Over 18 years	2-3/4 days/month
Over 20 years	2-11/12 days/month
Over 22 years	3 days/month

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

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

19.02 Holidays During Vacation

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

19.03 Vacation Carry-Over

(Applicable to PPT, except for 19.03(c))

a) Except for Service Staff employees, at the request of the employee, vacations may be postponed from one (1) year to the next for the purpose of providing an employee with an extended vacation.

Employees may not accumulate more than two (2) years of vacation credits. Any credits not used at the end of a two-year period shall be forfeited.

b) Employees are entitled to keep two (2) years of credits in their bank. Employees, who currently have in excess of two (2) years of earned vacation credits in their bank, must schedule, with their Supervisor, extended vacations in order to use up their excess accrued vacation entitlement during the life of this Agreement. Notwithstanding the previous sentence, employees are expected to use up their excess accrued vacation entitlement, accrued prior to March 9, 2019, by June 30, 2019.

c) Notwithstanding (a) and (b) above, an employee may, at their option, carry over a maximum of three (3) years vacation entitlements provided the employee provides a retirement date deemed Factor 80 in the five (5) year period prior to their determined Factor 80 date.

d) An employee may change their retirement date during the five (5) year period provided it is within an eight (8) months window from their deemed Factor 80 date as indicated above.

19.04 Vacation Pay on Termination
(Applicable to PPT)

An employee terminating their employment, at any time in the vacation year, before they have taken their vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

19.05 Illness During Vacation
(Applicable to PPT)

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

19.06 Vacation Entitlement – Service Staff

19.06.01 Employees who work less than thirty-five (35) hours per week shall receive vacation or vacation pay as follows:

Less than one (1) year	4% of earnings
From first anniversary	6% of earnings
From sixth anniversary	10% of earnings
From thirteenth anniversary	12% of earnings
From twentieth anniversary	14% of earnings

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

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

19.07 Temporary Employees Vacation
(Applicable to Temp only)

Accrued vacation pay calculated at the rate of four percent (4%) of salary earned will be paid bi-weekly. Temporary employees may be granted vacation time off without

pay, subject to operational requirements, for up to two (2) weeks per year. Such vacation time off without pay shall not constitute a break in service.

19.08 Permanent Part Time Vacations

(Applicable to PPT only)

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

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

$$1\text{-}1/3 \times 12 \times 2/5 = 6.4 \text{ days}$$

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

19.09 MDT Vacation

(Applicable to MDT only)

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

19.10 Vacation Allocation

- a) Employees will indicate their preferred annual vacation by the 15th day of March of each year. Vacation preference will be granted on the basis of seniority within a particular regional office or Head Office department. After this date vacation will be allocated on a first come basis. During the prime time vacation (July/August) an employee may be restricted to five (5) consecutive weeks of vacation where overlapping vacation requests create a conflict.
- b) The annual vacation schedule will be approved and posted by April 15th.
- c) Except for the Services Staff employees, when vacations are interrupted or cancelled by the Employer so that vacations cannot be reasonably used, then the employee shall have the option of payment or an accrual of such credits. The employee will be reimbursed upon justification for any lost monies.

ARTICLE 20 – HOLIDAYS

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

20.01 Entitlements

Employees shall be paid for the following holidays:

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

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

20.02 Holidays Falling on a Weekend

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

20.03 Christmas-New Year Shutdown

20.03.01 For Professional-Technical and Support Staff

- a) Employees will continue to receive half-a-day paid time-off on the last working day prior to Christmas as per current practice.
- b) Employees will receive paid time-off for working days falling between Christmas and New Year's Day.
- c) Any employee who agrees to perform available work on any working day falling between Christmas and New Year's Day will receive, in addition to regular pay, the appropriate holiday overtime rate.

If Christmas, Boxing Day or New Year's Day fall on a Saturday or Sunday, the benefits provided in point (b) above will fulfil the Employer's obligation under

Article 20.01, and no further payment or time-off will be required of the Employer.

20.03.02 For Service Staff

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

20.03.03 Holidays- Temporary and MDT Employees
(Applicable to Temp and MDT only)

- a) Provided the temporary employee and/or MDT work all of their last regularly scheduled day of work before the Holiday and all of their first regularly scheduled day of work after the Holiday, they shall be covered by Articles 20.01 and 20.02.
- b) Provided the temporary assignment commences prior to and continues immediately after the Christmas-New Year Shutdown, a temporary employee and MDT shall be covered by Article 20.03.

20.03.04 Permanent Part Time Holidays
(Applicable to PPT only)

- a) Permanent part-time employees are entitled to the paid holidays, as set out in Article 20.01, provided they work their regularly scheduled shift immediately preceding and following the paid holiday.
- b) Where a permanent part-time employee is assigned to a full-time acting position, and this assignment is immediately prior to and following the Christmas-New Year Shutdown period, the employee will be paid at the upgraded rate for the hours that the incumbent would normally receive during this period.

ARTICLE 21 - PENSION PLAN

(Not applicable to Temp or MDT unless otherwise noted)

21.01 Plan Continued

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

21.01.02 The Parties understand and agree that pension benefits will be provided in accordance with the formal plan documents and policies, as amended by the Sponsors from time to time. The Parties agree that the Pension Plan and any ancillary documents form part of the Collective Agreement.

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

21.02 Plan Document

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

21.03 Actuarial Valuations

The Parties agree that there shall be actuarial valuations of the Plan completed in accordance with the Funding Policy and consistent with the terms of the Memorandum of Agreement between the Parties dated November 28, 2017.

21.04 Actuarial Deficit or Surplus

In the event of an actuarial deficit or surplus, the Parties agree that such deficit or surplus shall be addressed in accordance with the Funding Policy and consistent with the terms of the Memorandum of Agreement between the Parties dated November 28, 2017.

21.05 Enrolment in the Plan

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

21.05.02 Effective July 1, 2012 plan members shall be vested immediately in the pension plan.

21.06 Pre-retirement Counseling

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

21.07 Retiree Assistance

Retirees may access the EAP program for a maximum period of six (6) months following retirement.

21.08 Temporary Employees Pension

(Applicable to Temp only)

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

21.09 Permanent Part time Pension

(Applicable to PPT only)

21.09.01 Permanent part-time employees shall participate in the Pension Plan on their date of hire.

21.09.02 Employer and employee contributions shall be calculated in the same way as for permanent full-time employees.

21.09.03 Service will be calculated as per the actual hours worked.

21.10 MDT Pension

(Applicable to MDT only)

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

ARTICLE 22 - INSURANCE, HEALTH & DENTAL PLAN

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

22.01 Life Insurance

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

22.01.02 Each employee has an option to obtain additional life insurance on their life, under the Employer's Group Plan, up to four (4) times their annual salary. Employees also have the option to take life insurance to cover dependants up to the maximum provided by the Employer's Group Plan, with the employee paying the total cost

of any such additional insurance on their life, or on their dependant's life.

22.01.03 Dependant life insurance maximums are twenty thousand dollars (\$20,000) (spouse) and ten thousand dollars (\$10,000) (child), with open enrolment for all employees. Any additional coverage for spouses over twenty thousand dollars (\$20,000) shall be at the employee's option and expense.

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

22.02 Health and Medical Plans

The Employer agrees to provide coverage as follows:

- a) Hospital and Health Service Insurance under any Government Plan;
- b) Extended Health Care, with no deductibles, as outlined in the plan document as at September 1, 1992, which shall be amended to include coverage for IUDs, and coverage for chronic conditions as contained in the standard contract wording, Chapter G, prescription drugs, Topic 15, Plan A Plus, May 1, 1991.

The paramedical coverage maximum benefit per service per individual covered per calendar year shall be set at three thousand dollars (\$3,000);

- c) Semi-private hospital ward coverage;
- d) CPAP – a member or dependant that has a respiratory illness or dysfunction and meets the Assistive Device Program eligibility criteria shall be able to purchase a new replacement machine including ongoing supplies separately for users.
- e) Vision Care
 - (i) Eyeglasses, frames and/or contact lenses, per person, per eighteen (18) month period commencing October 1, 1996 to a combined total of four hundred dollars (\$400). Dependant children under the age of eighteen (18) are eligible for this benefit annually (twelve [12] months). The plan will pay for all eye tests.
 - (ii) Provide contact lenses or glasses following surgery (maximum two [2] pairs per lifetime).
 - (iii) One additional pair of eyeglasses, frames and lenses, per eighteen (18) month period for employees who use a computer, up to a maximum of four hundred dollars (\$400) per employee, who is required to operate a computer for two (2)

hours or more a day on average; and who is required to undergo a special eye examination once per year, as per Article 26 of this Agreement.

(iv) Provide for a second pair per lifetime for contact lenses or glasses following surgery.

f) Hearing Aids and Audiologist

Two thousand five hundred dollars (\$2,500) maximum, per person, every three (3) years.

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

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

h) Out of Country Coverage

The out of country coverage for active employees is four million dollars (\$4,000,000).

22.03 Dental Plan

22.03.01 The Employer shall pay the full premium for a basic dental plan, including the equivalent of Blue Cross Rider #1 (periodontic and root canal work); and on a seventy-five percent (75%) – twenty-five percent (25%) co-insurance basis, the equivalent of Blue Cross Rider's #2 and #3 (dentures, bridges, and orthodontics); and Rider #4 (crowns, bridges and implants). Orthodontics covered on an eighty-five percent (85%) – fifteen percent (15%) basis. Claims shall be paid in full, by the Employer, according to the Ontario Dental Association rates at the time the claim is submitted. Coverage shall include developmental malformations and porcelain crowns; and there shall be no limitation on coverage for years in the Plan. The maximum amount of dental care per year, per family member, will be two thousand and five hundred dollars (\$2,500). No time restriction with respect to denture repair.

22.03.02 The Employer agrees to pay full health plan coverage, including dental coverage (exclusive of orthodontistry), but including dentures upon retirement until age eighty (80).

The coverage shall be for the life of the retiree. Coverage for retirees shall be subject to the following annual limitations: five thousand dollars (\$5,000) nursing care; reimburse drugs at one hundred percent (100%) co-insurance for first five

thousand dollars (\$5,000) of calendar year, thereafter drugs reimbursed at seventy five percent (75%) with unlimited calendar year maximum; one hundred dollars (\$100) ODB annual deductible at age sixty-five (65); massage limit to one thousand five hundred dollars (\$1,500). In Canada hospital coverage.

22.03.03 The Employer shall provide the surviving spouse and dependant children with medical, vision and dental coverage.

22.04 Changes in Plans

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

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

22.05 Workers' Safety and Insurance (Applicable to Temp and PPT)

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

22.05.02 All temporary employees shall be covered under the terms and conditions of the Workplace Safety and Insurance Board legislation.

22.05.03 Eligible employees who are receiving WSIA benefits shall continue to receive transportation allowance as per Article 17.11.02 and the use of the gas cards to a maximum of eighteen (18) weeks.

22.05.04 An employee who is absent from work as a result of an illness or injury sustained at work and who is awaiting approval of a claim from Workplace Safety and Insurance Board (WSIB) may apply to the Employer for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term income protection plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by the WSIB. If the WSIB claim was not approved, the monies paid as an advance will be applied towards the benefit to which the employee would be entitled under the short term income protection plan. Any payment under this provision will continue for a maximum of ninety (90) working days.

22.06 Same Sex Spousal Coverage

For the purposes of this Article, coverage shall include a spouse of the same sex.

22.07 Benefit Coverage For Separated Spouses

Benefits will be provided for one (1) separated spouse only.

22.08 Temporary Employee Benefits (Applicable to Temp only)

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

22.09 Permanent Part-Time Benefits (Applicable to PPT only)

Permanent part-time employees are entitled to participate in the group insurance plans.

The Employer shall pay:

- a) For STD, LTD and Life Insurance: one hundred percent (100%) of the premium. For the purpose of clarity, it is understood that benefit entitlements, under this Section, will be the same percentage that the regular weekly hours of work bear to full-time weekly hours.
- b) For all other insured benefits: twenty percent (20%), forty percent (40%), sixty percent (60%) or eighty percent (80%) of the monthly premium, whichever is closest to the percentage that the regular weekly hours of work bear to full-time weekly hours.
- c) The employee shall pay the balance of monthly premium through payroll deduction. It is understood that employees shall have the right to opt in/out of the benefit coverage in this Section. Once opted-in an employee shall remain in the selected insured benefits.
- d) PPTs who are assigned for four (4) continuous months in an acting position, will have their benefits under this Article paid in accordance with the percentage that the regular weekly hours worked during the extended assignment bear to full-time hours. This will apply until the extended assignment ends.

22.10 MDT Benefits (Applicable to MDT only)

The Employer will attempt to maintain the MDT's benefits with the home employer. If this is not possible, the MDT shall receive ten percent (10%) of regular weekly salary

in lieu of all benefits.

22.11 Age 65 Entitlements

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

22.12 Definition of Spouse: For Benefits purposes, the definition of "spouse" is the person who:

- a) Is married to you through a civil union or other legally recognized marriage; or
- b) Is living common-law with you, and has a child with you, and whom you have designated in writing to SSQ as your spouse; or
- c) Has been living common-law with you for at least twelve (12) months, and whom you have designated in writing to SSQ as your spouse.

22.13 The Employee Assistance Program shall be made available to all permanent and temporary employees who are not already covered by the program or a similar program in their home position.

ARTICLE 23 - SICK LEAVE PLAN

(Not applicable to Temp or MDT unless otherwise noted)

23.01 Short Term Income Protection Plan

23.01.01 Employees shall have the first seven (7) working days of illness, in a calendar year, covered by a Short Term Income Protection Plan, at one hundred percent (100%) of daily earnings. The Employer shall be responsible for the coverage for this portion of the Plan. These days cannot be banked, and are intended as insurance against income loss due to the employee's illness only.

23.01.02 a) Employees shall have the next eighty-three (83) working days of illness, in a calendar year, covered by the Short Term Income Protection Plan, at seventy-five percent (75%) of daily earnings.

b) When an employee commences sick leave in one (1) calendar year, and continues into the next calendar year, the employee is not entitled to more than ninety (90) working days in the two (2) years, until the employee has returned to work for twenty (20) consecutive working days.

c) When an employee has used ninety (90) working days sick leave in a calendar

year, the employee must complete twenty (20) consecutive working days before being entitled to further sick leave days, in the next calendar year.

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

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

23.02 Use of Accumulated Credits

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

23.02.02 After five (5) consecutive days of absence due to illness, no leave with pay shall be allowed unless a certificate from a legally qualified medical practitioner is forwarded to the Employer certifying that the employee is unable to attend to their official duties.

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

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

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

Other arrangements for time during the day to attend an appointment as described above may be made with the employee's supervisor.

23.03 Transportation Assistance while on Medical LOA

The Employer and the Union agree that Bargaining Unit employees, who are entitled under Article 17.11.01 to Transportation Assistance, shall be entitled to receive such assistance during a leave of absence for medical reasons to a maximum duration of eighteen (18) weeks following the commencement of such leave. Such employee shall have the use of gas cards during the eighteen (18) week period.

ARTICLE 24 – LONG TERM DISABILITY

(Not applicable Temp or MDT)

- 24.01 The Employer shall pay the full premium for a Long Term Disability Plan (LTD).
- 24.02 After ninety (90) working days of continuous illness, and income protection as provided to the employee as outlined in 23.01.01 and 23.01.02, an employee who is ill may be eligible to receive further benefits of seventy-five percent (75%) of earnings, including any adjustments made subsequent to the commencement of LTD.
- 24.03 Any increase in Canada Pension Plan Disability Benefits, subsequent to the date of an employee's disablement, which result from the CPP cost-of-living escalation provisions, shall accrue to the benefit of the disabled employees. No disability pensions will be paid under the retirement pension plan; but normal retirement benefits shall continue to accrue based on the employee's earnings immediately prior to disability; and all further pension contributions shall be paid by the Employer, for disabled employees in receipt of insured long-term disability benefits. This will not affect the total of disability benefits payable to a disabled employee prior to age sixty-five (65), but will increase the retirement pension payable to the employees after age sixty-five (65) years.
- 24.04 The benefits payable to an eligible employee, under the Long Term Disability Plan, shall be subject to the provisions and limitations set out in the contract between the Employer and the insurance carrier.
- 24.05 The Employer shall pay all benefits premiums while the employee is on LTD, i.e. Medical, Dental, Hospital coverage, group life insurance, and pension plan. During the period preceding the commencement of LTD benefits, and after the exhaustion of all other credits, the Employer will pay the cost of group insurance plans and pension coverage.
- 24.06 LTD benefits will be payable for the first two (2) years following commencement of regular payments, if an employee is unable to perform their regular job. After two (2) years, LTD benefits will continue as long as the disability prevents an employee from performing any job for which the employee is reasonably suited, by way of education, training or experience, but not beyond their sixty-fifth (65th) birthday.

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

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

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

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

ARTICLE 25 - PRESENT CONDITIONS AND BENEFITS

(Not applicable to MDT and Temp)

25.01 Benefits

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

ARTICLE 26 - HEALTH AND SAFETY

26.01 Health and Safety Committee

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

26.02 Computers

26.02.01 a) After each hour of continuous operation of a computer, a computer operator shall be relieved of such duties for a period of ten (10) minutes.

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

- (i) Unaided visual acuity (letter chart test);
- (ii) Corrected visual acuity;
- (iii) Refractive findings;
- (iv) Amplitude accommodation;
- (v) Suppression;
- (vi) Muscle balance (near, one metre, distant); and

(viii) Slit lamp biomicroscopy.

- c) The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer and the computer operator shall authorize release of a copy of the examination report to the Employer.

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

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

26.02.04 (Not applicable to MDT)

Upon return from Pregnancy and/or Parental Leave, the employee shall be entitled to return to the employee's former position.

26.03 Healthy and Safe Workplace

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

26.04 Wellness

OPSEU shall establish a Wellness Fund of fifty thousand dollars (\$50,000) in each year for permanent full-time and part-time employees for the purpose of health and wellness activities. Such activities shall not include any services covered by paramedical coverage in the insured benefits plans.

Each permanent full-time and part-time employee shall be reimbursed up to three hundred dollars (\$300) with receipts from the year of the claim, each calendar year for health and wellness activities. Employees are to attach the receipt to their time sheet and submit it as an expense for reimbursement.

ARTICLE 27 – PAY ADMINISTRATION

(Not applicable to MDT unless otherwise noted)

27.01 Pay Days

27.01.01 The Employer shall pay the salaries and wages (as set out in the wage appendix) every other Thursday upon receipt by the Employer of a time sheet, completed by the employee, for the pay period in question. It is understood that it is the employee's responsibility to prepare and submit a properly completed time sheet on a weekly basis, and where an employee has not completed and submitted a

time sheet to their Supervisor for approval for six (6) consecutive weeks, no further salaries or wages will be paid to the employee until the time sheets are submitted and received by the employee's Supervisor.

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

27.01.03 Employees shall receive their regular pay by direct deposit.

27.01.04 (Applicable to Temp only)

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

27.01.05 (Applicable to PPT only)

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

b) Upon completion of the following scheduled hours, the employee shall receive salary progression in line with the following schedule:

Start	455 hours	1820 hours	2730 hours
-------	-----------	------------	------------

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

OPSEU agrees to maintain a record of all hours worked.

27.01.06 MDT Wage
(Applicable to MDT only)

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

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

b) Pay at their former rate of pay.

27.02.01 Bilingual Bonus

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

27.02.02 Recognition and reimbursement for the two (2) employees who currently have an Ontario College of Trades or Interprovincial Standards Red Seal of Canada certification/credentials as of June 14, 2016. Such employees shall be entitled to receive a bonus of five hundred dollars (\$500) per year payable at the end of the year after the renewal of the membership with the Ministry each year.

27.03 Cost of Living Adjustments (COLA)

This article shall remain dormant for the term of this Collective Agreement.

The Parties agree to a COLA provision for 1993 and 1994 as set out below:

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

- (i) The Consumer Price Index (CPI) used for the COLA calculation will be provided by Statistics Canada (1986 BASE = 100).
- (ii) No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.
- (iii) The average CPI (Ontario) for October to December 1992 plus three percent (3%) will be the Base Index for all calculations of the COLA float.
- (iv) The COLA float will be calculated on a quarterly basis for 1993 for quarters ending March 31, 1993, June 30, 1993, September 30, 1993 and December 31, 1993, with the understanding that the COLA float calculated will not be reduced from the previous quarter.
- (v) The COLA will be a lump sum payment based on regular time hours worked during the quarterly period. The Employer will endeavour to make quarterly lump sum payments within the month following the publication of the CPI.
- (vi) The float will be an amount equivalent to the percentage increase in the quarterly (three-month average) CPI above the Base Index.

- (vii) Where the float is less than zero point one percent (0.1%), no quarterly payments shall be made, and the payment shall be added to the next quarterly payment, if any, or in any event by the end of 1993.
 - (viii) Effective December 31, 1993, the allowance will be folded into the base rates of each classification.
- b) Effective January 1, 1994, the following provisions shall apply:
- (i) The Consumer Price Index (CPI) used for the COLA calculation will be provided by Statistics Canada (1986 BASE = 100).
 - (ii) No change, retroactive or otherwise, will be made due to any revision in any published Statistics Canada Consumer Price Index figures.
 - (iii) The average CPI (Ontario) for October to December 1993 plus five percent (5%) will be the Base Index for all calculations of the COLA float.
 - (iv) The COLA float will be calculated on a quarterly basis for 1994 for quarters ending March 31, 1994, June 30, 1994, September 30, 1994 and December 31, 1994, with the understanding that the COLA float calculated will not be reduced from the previous quarter.
 - (v) The COLA will be a lump sum payment based on regular time hours worked during the quarterly period. The Employer will endeavour to make quarterly lump sum payments within the month following the publication of the CPI.
 - (vi) The float will be an amount equivalent to the percentage increase in the quarterly (three-month average) CPI above the Base Index.
 - (vii) Where the float is less than zero point one percent (0.1%), no quarterly payments shall be made, and the payment shall be added to the next quarterly payment, if any, or in any event by the end of 1994.
 - (viii) Effective December 31, 1994, the allowance will be folded into the base rates of each classification

ARTICLE 28 - MOVING EXPENSES ON TRANSFER

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

28.01 Definitions

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

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

At the Employee's Request: Employees who apply for a transfer, or posted job competition, shall be deemed to seek transfer at their own request.

For the purposes of Article 28.02, Region Five is considered one (1) work location and changes in jobs within Region Five are not eligible for relocation expenses.

Household Effects: Only furniture, appliances, clothing, sporting equipment (excluding ski-doo's and boats) and books.

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

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

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

28.04 The Employer shall pay the following:

- a) The cost of crating, unpacking, and transportation of household effects, together with the cost of replacement value insurance.
- b) Transportation of employee and dependants to the new location:

- (i) Transportation

If an employee drives their vehicle, mileage shall be paid identical to that paid by OPSEU to its members. This shall not apply to employees to whom OPSEU provides transportation assistance as per Article 17.11.

- (ii) Expenses in Route

Reasonable accommodation and meal costs, incurred by the employee and their dependants, shall be reimbursed as identical to that paid by OPSEU to its members.

- c) An employee and their spouse will be reimbursed for the travelling expenses

incurred on a trip made for the purpose of locating suitable accommodations near the place of employment. Time off not exceeding five (5) days will be allowed.

An employee will receive all normal pay for up to three (3) of these days should these days be conducted on normal working days established by the Collective Agreement. No overtime, lieu time, compensating time or incidental expenses shall be earned or paid.

- d) Dependant children shall be paid fifty percent (50%) of the cost of meal allowances identical to that paid by OPSEU to its members, and one hundred percent (100%) of the cost of accommodation if they accompany their parent(s).
- e) A fifteen hundred dollar (\$1,500) allowance shall be paid for temporary accommodation, meals, carpets, drapes, other household effects and all other incidentals. This allowance shall be paid automatically upon submission of moving quotes.
- f) If an employee incurs child care costs during the course of the transfer, said costs shall be reimbursed upon submission of receipts to the Employer.

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

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

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

ARTICLE 29 - PLURAL OR FEMININE MAY APPLY

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

ARTICLE 30 - CONTRACTING OUT
(Not applicable to Temp and MDTs)

30.01 No Bargaining Unit position shall be eliminated as a result of assignment of

Bargaining Unit work to an outside contractor or agency.

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

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

ARTICLE 31 - POLITICAL CONTRIBUTIONS

(Not applicable to Temp or MDT)

31.01 On an optional basis, once every calendar year, employees may select participation in, or withdrawal from, a regular monthly payroll deduction system, for the purpose of making contributions to the political party of the employee's choice. The regular monthly payroll deduction shall be in multiples of five dollars (\$5).

ARTICLE 32 – NO DISCRIMINATION OR HARASSMENT

32.01 Discrimination

There shall be no discrimination, restraint, or intimidation practised or permitted by the Employer or the Union or any of the officials or officers of the Employer or the Union against any employee because of sex, sexual orientation, gender identity, gender expression, age, marital status, race, colour, creed, ancestry, place of origin, political opinions, ethnic origin, citizenship, family status, receipt of public assistance, record of offences, on account of any Union activity, or because of disability or upon any other grounds referenced in the Ontario Human Rights Code.

32.02 Harassment

There shall be no discrimination, restraint, or intimidation practised or permitted by the Employer or the Union or any of the officials or officers of the Employer or the Union against any employee because of sex, sexual orientation, gender identity, gender expression, age, marital status, race, colour, creed, ancestry, place of origin, political opinions, ethnic origin, citizenship, family status, receipt of public assistance, record of offences, on account of any Union activity, or because of disability or upon any other grounds referenced in the Ontario Human Rights Code.

a) Bullying/Psychological Harassment

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

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

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

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

b) Sexual Harassment

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

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

Sexual harassment also requires a "course of conduct," which means that a pattern of behaviour or more than one (1) incident is usually required for a complaint to be upheld. However, a single significant incident may be sufficiently offensive to be considered sexual harassment.

Mutually acceptable social banter or flirtation is not sexual harassment. However, tolerance for such behaviour varies and accordingly, employees should not

continue with such conduct if any employee feels uncomfortable with it. Similarly, a workplace romance between two (2) consenting persons is not sexual harassment. However, if one (1) employee ends the relationship and the other party persists in trying to continue the relationship, this can constitute harassment.

- c) Reasonable action by the Employer in the course of managing the workplace is not harassment. Examples of this include, but are not limited to the transfer, denial or promotion, demotion, discipline, counsel or dismissal of an employee consistent with this Collective Agreement.
- d) The Parties recognize that harassment is unacceptable in the workplace, and to that end acknowledge the following objectives:
 - (i) A complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
 - (ii) 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;
 - (iii) An individual who feels that they have been bullied or harassed should contact their immediate supervisor or Employee Relations for advice on how to deal with the problem, including information on how to file an internal complaint;
 - (iv) Frivolous allegations of bullying/psychological harassment that are unfounded will be treated as a disciplinary offence, that could lead to dismissal;
 - (v) Allegations found to be true, will be treated as a disciplinary offence that could lead to dismissal.
- e) It is agreed that the complainant may choose a Union representative to assist them in presenting the complaint.
- f) The Employer agrees to work with the Union to develop a comprehensive harassment policy, including a complaint procedure, with a mediation and investigation process.

ARTICLE 33 - PERSONAL TASKS

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

ARTICLE 34 - SEVERANCE PAY

(Not applicable to Temp or MDT)

- 34.01 a) An employee will be entitled to severance pay upon ceasing to be an employee of OPSEU in an amount equal to one (1) week of earnings for every year of service to a maximum of twenty-six (26) weeks. Such amount shall be calculated on a prorated basis at the rate of pay at the time of termination or retirement. No employee shall accumulate severance pay when on a leave of absence or long-term disability that exceeds a period of twelve (12) months continuous absence.
- b) Permanent staff who currently have over twenty-six (26) years of service shall receive one (1) week of earnings for every year of service, but with no further accrual.
- c) Employees resigning with less than six (6) years of service shall receive no severance pay.

ARTICLE 35 - STAFF PARTICIPATION

(Not applicable to MDT, Temp unless otherwise noted)

- 35.01 The Employer agrees to provide OPSSU with three (3) OPSEU delegate credentials to the CLC, three (3) OPSEU delegate credentials to the OFL convention and one (1) OPSEU delegate credential to the NUPGE convention. The Employer will pay all normal expenses associated with attendance at the conventions equivalent to those paid to OPSEU members. OPSSU shall nominate members to the President of OPSEU.
- 35.02 The President of OPSEU will designate OPSEU staff to participate in various conferences, seminars, etc. as per the current OPSEU policy manual.
- 35.03 The President and 1st Vice-President of OPSSU shall be assigned to all OPSEU Conventions.

35.04 No Reprisals
(Applicable to Temp)

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

35.05 Indemnification
(Applicable to Temp)

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

35.06 Internal Disclosure
(Applicable to Temp)

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

ARTICLE 36 - DURATION OF THE AGREEMENT

36.01 This Agreement shall continue in force and effect from March 10, 2019 until March 9, 2022.

36.02 Either party to this Agreement may, not more than ninety (90) days prior to the expiry of the Agreement, present to the other Party in writing, proposed terms of a new or further Agreement, and/or amendments to this Agreement.

A conference shall be held within twenty (20) days, at which time the Parties will commence negotiations on the proposed amendments and/or the terms of a new Agreement. The terms of this Agreement will continue in force until a new Agreement is executed, or until conciliation procedures, as provided in the Ontario Labour Relations Act, have been concluded, whichever should first occur.

36.03 Retroactivity

All improvements are effective the date of ratification of the Collective Agreement, unless otherwise stated.

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

DATED at Toronto, Ontario, this 4th day of February, 2020.

For the Union

For the Employer

Alison Nielsen-Jones

Bob Eaton,
Director of Staff/Executive Assistant

Mirla Alvarado Fenn

Filomena Lofranco,
Executive Assistant

Sandra Sostar

Ilana Goodman,
Administrator Employee Relations

Aleksandar Veljanovski

Eduardo (Eddy Almeida,
1st Vice-President/Treasurer

Lois Boggs, OPSSU President

Warren (Smokey) Thomas,
OPSEU President

Shawn Koza, Chair

APPENDIX A – WAGE SCHEDULE PRO-TECH STAFF

SALARY RANGE 5 - PRO-TECH		START	6 MONTHS	12 MONTHS	18 MONTHS
SENIOR CAMPAIGNS OFFICER*	March 10, 2019	1862	1945	2032	2133
	(*P.E)	1787	1848	1897	1986
SENIOR ISD ANALYST/TRAINER*					
SENIOR NEGOTIATOR*	March 10, 2020	1892	1976	2065	2167
	(*P.E)	1816	1878	1927	2018
SENIOR RESEARCH OFFICER*					
	March 10, 2021	1922	2008	2098	2202
	(*P.E)	1845	1908	1958	2050

When an incumbent in one of the noted positions () vacates the position permanently, the position will be posted at and paid at Pay Equity Adjusted Rate (*PE).

CONTINUATION - APPENDIX A – WAGE SCHEDULE PRO-TECH STAFF

SALARY RANGE 4 - PRO-TECH		START	6 MONTHS	12 MONTHS	18 MONTHS	
BUILDING SYSTEMS TECHNICIAN	}					
CAMPAIGNS OFFICER						
COMMUNICATIONS OFFICER		March 10, 2019	1787	1848	1897	1986
EDUCATION OFFICER		(*P.E)	1647	1714	1780	1866
GRIEVANCE OFFICER						
HEALTH & SAFETY OFFICER		March 10, 2020	1816	1878	1927	2018
HUMAN RIGHTS OFFICER		(*P.E)	1673	1741	1808	1896
INCLUSION OFFICER						
ISD SYSTEMS ADMINISTRATOR		March 10, 2021	1845	1908	1958	2050
NEGOTIATOR		(*P.E)	1700	1769	1837	1926
NEGOTIATOR A-TYPICAL						
NEGOTIATOR – PAY EQUITY						
NETWORK SPECIALIST*						
ORGANIZER						

When an incumbent in one of the noted positions () vacates the position permanently, the position will be posted at and paid at Pay Equity Adjusted Rate (*PE).

CONTINUATION - APPENDIX A – WAGE SCHEDULE PRO-TECH STAFF

SALARY RANGE 4 - PRO-TECH		START	6 MONTHS	12 MONTHS	18 MONTHS	
PENSION & BENEFITS COUNSELLOR	}					
RESEARCH OFFICER						
SENIOR BENEFITS COUNSELLOR		March 10, 2019	1787	1848	1897	1986
SENIOR COMMUNICATION OFFICER		(*P.E)	1647	1714	1780	1866
SENIOR GRIEVANCE OFFICER						
SENIOR HEALTH & SAFETY OFFICER		March 10, 2020	1816	1878	1927	2018
SENIOR NEGOTIATOR		(*P.E)	1673	1741	1808	1896
SENIOR NEGOTIATOR A-TYPICAL						
STAFF REPRESENTATIVE		March 10, 2021	1845	1908	1958	2050
TRANSLATOR		(*P.E)	1700	1769	1837	1926
VIDEOGRAPHER						
WEBSITE DESIGNER						

When an incumbent in one of the noted positions () vacates the position permanently, the position will be posted at and paid at Pay Equity Adjusted Rate (*PE).

CONTINUATION - APPENDIX A – WAGE SCHEDULE PRO-TECH STAFF

SALARY RANGE 3 - PRO-TECH		START	6 MONTHS	12 MONTHS	18 MONTHS
ASSISTANT SUPERVISOR	March 10, 2019	1647	1714	1780	1866
	(*P.E)	1437	1564	1584	1636
<hr/>					
ISD SYSTEMS TECHNICIAN - HARDWARE	March 10, 2020	1673	1741	1808	1896
	(*P.E)	1460	1589	1609	1662
<hr/>					
SECTOR ASSISTANT*					
COMMUNICATIONS ASSISTANT **	March 10, 2021	1700	1769	1837	1926
	(*P.E)	1483	1614	1635	1689
<hr/>					

When an incumbent in one of the noted positions above () vacates the position permanently, the position will be posted at and paid at Pay Equity Adjusted Rate (*PE).

** Effective April 1, 2019 – Communications Assistant moved from Pro-Tech Range 2 to Pro-Tech Range 3, retroactive to July 16, 2018.

CONTINUATION - APPENDIX A – WAGE SCHEDULE PRO-TECH STAFF

SALARY RANGE 2 - PRO-TECH		START	6 MONTHS	12 MONTHS	18 MONTHS	
GRAPHIC ARTIST RESEARCH ASSISTANT SECTOR ASSISTANT	}	March 10, 2019	1437	1564	1584	1636
		March 10, 2020	1460	1589	1609	1662
		March 10, 2021	1483	1614	1635	1689

SALARY RANGE 1 - PRO-TECH		START	6 MONTHS	12 MONTHS	18 MONTHS	
VACANT	}	March 10, 2019	1231	1258	1295	1348
		March 10, 2020	1251	1278	1316	1370
		March 10, 2021	1271	1298	1337	1392

APPENDIX A – WAGE SCHEDULE SUPPORT STAFF

SALARY RANGE 8 - SUPPORT STAFF		START	3 MONTHS	12 MONTHS	18 MONTHS	
DATABASE ADMINISTRATOR (ACCOUNTING)	}	March 10, 2019	1647	1714	1780	1866
ADMINISTRATIVE DATABASE (ARBITRATION)		March 10, 2020	1673	1741	1808	1896
		March 10, 2021	1700	1769	1837	1926
SALARY RANGE 7 - SUPPORT STAFF		START	3 MONTHS	12 MONTHS	18 MONTHS	
ADMINISTRATIVE ASSISTANT (ARBITRATION & BENEFITS UNITS)	}					
REGIONAL OFFICE SECRETARY		March 10, 2019	1437	1564	1584	1617
SENIOR ACCOUNTING CLERK		March 10, 2020	1460	1589	1609	1643
SENIOR CLAIMS CLERK (ACCOUNTING)		March 10, 2021	1483	1614	1635	1669
SENIOR PAYROLL CLERK						

CONTINUATION - APPENDIX A – WAGE SCHEDULE SUPPORT STAFF

SALARY RANGE 6 - SUPPORT STAFF		START	3 MONTHS	12 MONTHS	18 MONTHS	
ADMINISTRATIVE ASSISTANT (CAMPAIGNS, COMMUNICATIONS, NEGOTIATIONS & RESEARCH UNITS)	}					
PAYROLL CLERK		March 10, 2019	1402	1470	1487	1513
PPT A-TYPICAL (GRIEVANCE SECRETARY)		March 10, 2020	1424	1494	1511	1537
REGIONAL PPT SECRETARY		March 10, 2021	1447	1518	1535	1562
SECRETARY ORGANIZING						
SENIOR MEMBERSHIP SERVICES CLERK						
SECRETARY – CONFERENCES						
SENIOR CLAIMS CLERK (MEMBERSHIP SERVICES)						

SALARY RANGE 5 - SUPPORT STAFF		START	3 MONTHS	12 MONTHS	18 MONTHS	
ACCOUNTS PAYABLE CLERK	}					
ACCOUNTS RECEIVABLE CLERK		March 10, 2019	1364	1383	1401	1423
OFFSET PRINTER		March 10, 2020	1386	1405	1423	1446
PURCHASING CLERK		March 10, 2021	1408	1427	1446	1469
SECRETARY						

CONTINUATION - APPENDIX A – WAGE SCHEDULE SUPPORT STAFF

SALARY RANGE 4 - SUPPORT STAFF		START	3 MONTHS	12 MONTHS	18 MONTHS	
ACCOUNTING CLERK	}					
CLAIMS CLERK		March 10, 2019	1175	1192	1207	1222
CLERK TYPIST		March 10, 2020	1194	1211	1226	1242
MAIL CLERK		March 10, 2021	1213	1230	1246	1261
MEMBERSHIP SERVICES CLERK						
ON-CALL TEMP						
RECEPTIONIST						

SALARY RANGE 3 - SUPPORT STAFF		START	3 MONTHS	12 MONTHS	18 MONTHS	
	}	March 10, 2019	1122	1128	1145	1156
VACANT		March 10, 2020	1140	1146	1163	1175
		March 10, 2021	1158	1164	1182	1194

CONTINUATION - APPENDIX A – WAGE SCHEDULE SUPPORT STAFF

SALARY RANGE 2 - SUPPORT STAFF		START	3 MONTHS	12 MONTHS	18 MONTHS	
VACANT	}	March 10, 2019	1021	1047	1076	1111
		March 10, 2020	1037	1064	1093	1129
		March 10, 2021	1054	1081	1110	1147

SALARY RANGE 1 - SUPPORT STAFF		START	3 MONTHS	12 MONTHS	18 MONTHS	
GENERAL ASSISTANT	}	March 10, 2019	872	905	943	975
		March 10, 2020	885	919	958	991
		March 10, 2021	900	934	973	1007

APPENDIX A – WAGE SCHEDULE SERVICE STAFF

POSITION - SERVICE STAFF		START	3 MONTHS	12 MONTHS	18 MONTHS	
MAINTENANCE ELECTRICIAN+	}	March 10, 2019	1440	1567	1587	1620
MAINTENANCE MECHANIC+		March 10, 2020	1463	1592	1612	1646
		March 10, 2021	1486	1617	1638	1672

+ Maintenance Electrician, Maintenance Mechanic and General Duty Maintenance employees work forty (40) hours per week.

CONTINUATION - APPENDIX A – WAGE SCHEDULE SERVICE STAFF

POSITION - SERVICE STAFF	HOURLY RATE				WEEKLY RATE				
	Start	3 months	12 months	18 months	Start	3 months	12 months	18 months	
GENERAL DUTY MAINTENANCE+	March 10, 2019	31.80	32.31	32.63	33.02	1272	1292	1305	1321
	March 10, 2020	32.31	32.83	33.15	33.55	1292	1313	1326	1342
	March 10, 2021	32.83	33.36	33.68	34.09	1313	1334	1347	1364
CLEANER LEAD HAND	March 10, 2019	31.92	32.84	33.78	34.87	1117	1149	1182	1220
	March 10, 2020	32.43	33.37	34.32	35.43	1135	1168	1201	1240
	March 10, 2021	32.95	33.90	34.87	36.00	1153	1187	1220	1260
CLEANER	March 10, 2019	24.90	25.86	26.91	27.86	872	905	942	975
	March 10, 2020	25.30	26.27	27.34	28.31	886	919	957	991
	March 10, 2021	25.70	26.69	27.78	28.76	900	934	972	1007

+ Maintenance Electrician, Maintenance Mechanic and General Duty Maintenance employees work forty (40) hours per week.

APPENDIX B - EMPLOYEE ENTITLEMENT DURING LEAVE OF ABSENCE (LOA)

Definitions

1. The Continuation of Pay (PAY)

"With" means pay will be continued.

"No" means pay is discontinued.

2. Return to Employment (JOB)

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

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

(a) Less than one (1) year, the position will be a temporary vacancy; or

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

3. Seniority (SEN)

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

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

4. Vacation Credits (VAC)

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

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

5. Holidays (HOL)

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

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

6. Sick Leave (SICK)

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

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

7. Benefits (BEN)

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

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

"Pays" means the employee may elect to continue life insurance, health and medical and dental coverage provided that the employee pays the premiums.

8. Pension

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

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

"Pays" means the employee may elect to pay both the employee's and the Employer's contribution to the Pension Plan. The employee will be permitted to make such payment for such period of absence only if benefits are not being provided to the employee under another registered pension plan in respect of that period. Further, regulatory constraints with respect to employment prior to the leave (at least thirty-six [36] months of employment) and maximum periods of leave (total of five [5] full-time years plus additional three [3] full-time years for parenting leaves) must be respected.

Specific Entitlements

During leaves of absence described above, specific entitlements shall be as per the following chart:

TYPE	PAY	JOB	SEN	VAC	HOL	SICK	BEN	PEN
BEREAVEMENT Article 13.01.01 COMPASSIONATE Article 13.01.02 JURY/COURT Article 13.01.03 OPSSU BUSINESS Article 13.01.04 SPECIAL Article 13.01.05	WITH	SAME	YES	YES	YES	YES	YES	YES
EDUCATION Article 13.02.01 GENERAL/LONG Article 13.02.02	NO	SAME	NO	NO	NO	NO	PAYS	PAYS
GENERAL/SHORT Article 13.02.03 PUBLIC UNION Article 13.02.05	NO	SAME	YES	YES	NO	NO	YES	PAYS
PUBLIC RUN Article 13.02.04	NO	SAME	YES	YES	NO	NO	YES	YES
PUBLIC SERVE Article 13.02.06	NO	SAME	NO	NO	NO	NO	NO	NO
UNION/AFFIL. Article 13.02.07	NO	SAME	NO	NO	NO	NO	NO	PAYS

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

APPENDIX C - PREPAID LEAVE

Note: During the period of the pre-paid leave, the employee shall not receive transportation allowance and will not have use of gas cards.

a) Purpose

The Pre-Paid Leave Plan (PLP) affords all employees the opportunity to take a one (1) year leave of absence and to finance the leave through deferral of salary in an appropriate amount from the previous years as outlined in the deferral period chosen.

b) Eligibility

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

c) Application

Eligible employees must give six (6) months written notice of their desire to participate in the PLP. Such notice must set out the deferral programme requested and the time frame for the year of leave. When two (2) or more employees from the same unit request the same deferral programme and time frame, such conflicts will be resolved by the most senior employee getting first preference.

d) Deferral Plans

The following shall constitute the PLPs available:

- (i) Two (2) years deferral of one-third (1/3) of annual salary in each year followed by one (1) year of leave;
- (ii) Three (3) years deferral of one-quarter (1/4) of annual salary in each year followed by one (1) year of leave;
- (iii) Four (4) years of one-fifth (1/5) of annual salary in each year followed by one (1) year of leave; or
- (iv) Five (5) years deferral of one-sixth (1/6) of annual salary in each year, followed by one (1) year of leave.

e) Written Agreement

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

f) Terms and Conditions

The payment of salary and benefits during the deferral period and the one (1) year of leave shall be as follows:

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

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

(ii) Interest Rate

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

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

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

(iii) Benefits Structuring

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

(iv) Premium Cost

A participant's coverage for all Health, Medical and LTD Plans, as more specifically set out in Articles 22, 23, 24 that are in effect immediately prior to the leave, will, if eligibility conditions permit, be maintained during the leave of absence at the employee's option. However, all the premium costs of such plans shall be paid by the participant during the leave.

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

(v) Seniority

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

(vi) Pension Contributions

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

1. To make both employer and employee contributions and thereby earn pensionable service during the year of leave; or
2. Elect to interrupt pension contributions and lose pensionable service for the year on leave.

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

(vii) Vacation Holidays and Sick Leave

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

(viii) Payout

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

(g) Assignment on Return

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

(h) Withdrawal Rights

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

- (ii) On Leaving Employment

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

APPENDIX D - COMPRESSED WORK WEEK ARRANGEMENTS

MODEL AGREEMENT
with Respect to
Compressed Work Week Arrangements

BETWEEN:

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

AND

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

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

Article 1 - Work Unit and Employees Covered

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

Article 2 - Hours of Work

- 2.1 The regular hours of work for all employees covered by this Agreement will be (Include description of work week.) The work schedule is reflected in Appendix 1 attached hereto.
- 2.2 Changes of shifts may be arranged by mutual agreement between the employees affected and their supervisor.
- 2.3 There shall be at least two (2) consecutive days off per week which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed between the Employer and the employee.
- 2.4 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.
- 2.5 Each shift will contain two (2) thirty (30) minute paid meal periods, and two (2) fifteen (15) minute paid rest periods.
- 2.6 The paid meal and rest periods will be distributed equitably between the start and end of the shift.

Article 3 - Overtime

3.1 Overtime shall be paid as follows:

(Insert overtime provisions from the appropriate employee category.)

3.2 There shall be no pyramiding of overtime rates.

Article 4 - Short Term Income Protection Plan

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

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

Article 5 - Vacation with Pay

5.1 A deduction from an employee's vacation credits will be made for each day of approved vacation leave of absence as follows:

(Prorating determined by length of work day)

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

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

Article 6 - Training Assignments

6.1 When an employee covered by this Compressed Work Week Agreement attends a training program, the Employer may change the employee's scheduled hours of work to the greater of:

- (i) The regular daily scheduled hours of work; or
- (ii) The total of the actual number of hours spent receiving the training, plus regular duty assignments, plus any travel time between the training assignment and the duty assignments for each day the employee participates in the training program, to a maximum of (to be filled in with the hours under the CWW) hours.

- 6.2 Where the change in 6.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the extra or deficit hours shall be reduced to zero within sixty (60) working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:
- (i) The employee shall be required to work a corresponding number of hours to make up for any extra hours; or
 - (ii) The employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.
- 6.3 Where there is mutual agreement, an employee may receive pay at their basic rate for the extra hours in lieu of being scheduled off duty in accordance with 6.2 (ii).
- 6.4 Where an employee's extra hours have not been reduced to zero within sixty (60) working days in accordance with 6.2, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.

Article 7 - Compassionate and Bereavement Leave

Such leaves are not to be prorated.

Article 8 – Term

- 8.1 This Agreement shall be for ___ months, and shall continue in force and effect until either Party notifies the other of its desire to renegotiate.
- 8.2 Either Party may, on written notice of days to the other Party, terminate this Agreement.

APPENDIX E – MODEL JOB SHARE AGREEMENT

Between

The Ontario Public Service Staff Union
(The Union)

and

The Ontario Public Service Employees Union
(The Employer)

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

Article 1 - Work Unit and Employees Covered

1.1 Details to be outlined here

Article 2 - Hours of Work

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

Article 3 - Status of Employees

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

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

Article 4 - Introduction

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

- a) The position involved will be maintained as a full-time in the Employer's staffing compliment during the term of the Collective Agreement;
- b) Nothing in this job share arrangement shall prevent the Employer from offering additional shifts to the job sharers provided the offer is done in a fair and equitable manner over the term of the Collective Agreement. Additional hours not accepted by the job sharers may be offered to other employee(s);

- c) The Parties will meet and jointly determine the practicality of the requested job share, and advise the incumbent within sixty (60) days of the request being made; and
- d) Upon approval of the job share request, the Employer will post the part-time vacancy in accordance with Article 11.

Article 5 - Coverage During Absence

- 5.1 The following shall apply to the coverage the job sharers are required to provide when either or both are absent from their regularly scheduled shift:
 - a) It is expected that both job sharers will cover each other's absences i.e. illness, vacation, etc. for periods up to thirty (30) working days. If because of unavoidable circumstances, one (1) job sharer cannot cover the other, the Supervisor must be notified, by the booked job sharer, to book coverage;
 - b) In the event that one (1) job sharer is absent or going to be absent from work exceeding thirty (30) working days, the remaining partner has the option of covering all of the absent job sharer's shifts to a maximum of thirty five (35) hours per week. If the other job sharer is unable to cover the required number of shifts, the remaining shifts may be offered to other employee(s).

Article 6 - Discontinuance

- 6.1 Either job sharer must, in writing, provide the Employer and the job share partner of their intent to discontinue the job share arrangement.
- 6.2 If the employee wishing to discontinue the job share is not the full-time incumbent to the position that is being shared, the Employer agrees to process a job posting for a PPT position.
- 6.3 In the event of layoff, it is understood that for the purpose of applying the job security provisions of the Collective Agreement, this Job Share Agreement shall be deemed to be terminated and the employees so affected will have their job security rights governed by the appropriate provision of the Collective Agreement.
- 6.4 The Job Share Agreement shall no longer be in effect if the full-time incumbent terminates employment.

LETTERS OF UNDERSTANDING

The following come into effect on the date of ratification:

Letter of Understanding # 1	Administrative Authority
Letter of Understanding # 2	Information to OPSSU President
Letter of Understanding # 3	Employment Equity
Letter of Understanding # 4	Application of Seniority under Article 3.03
Letter of Understanding # 5	Enrolment of Employee in the Pension Plan
Letter of Understanding # 6	Article 30 – Contracting Out
Letter of Understanding # 7	AGCO
Letter of Understanding # 8	Union Leave
Letter of Understanding # 9	Computer and Green Initiatives
Letter of Understanding #10	Regional Educational Permanent Support/Service Staff
Letter of Understanding #11	Staff Pension Plan
Letter of Understanding #12	Psychological Safety and Health at Work

DATED AT TORONTO, this 4th day of February, 2020.

For the Union

For the Employer

Alison Nielsen-Jones

Bob Eaton, Director of Staff/Executive Assistant

Mirla Alvarado Fenn

Filomena Lofranco, Executive Assistant

Sandra Sostar

Ilana Goodman, Administrator, Employee Relations

Aleksandar Veljanovski

Eduardo (Eddy) Almeida, 1st Vice-
President/Treasurer

Lois Boggs, OPSSU President

Warren (Smokey) Thomas, OPSEU President

Shawn Koza, Chair

LETTER OF UNDERSTANDING #1 - RE: ADMINISTRATIVE AUTHORITY

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

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

LETTER OF UNDERSTANDING #2 - RE: INFORMATION TO OPSSU PRESIDENT

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

1. Provide the President of OPSSU with copies of Executive Board Agenda Books and Executive Board Minutes.
2. Provide information to the OPSSU President concerning organizational changes, campaigns or initiatives, and greater consultation on implementation, when feasible, which may be of interest to the membership of OPSSU.
3. Where Staff Development Trainee positions are involved, the Employer agrees to attempt to meet with the OPSSU President and discuss implementation.
4. Provide office space at OPSEU headquarters. All expenses outside the normal rental costs to be assumed by OPSSU.

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

LETTER OF UNDERSTANDING #3 - RE: EMPLOYMENT EQUITY

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

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

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

Discussions between the Parties, with respect to the application of employment equity, under the provisions of Article 11, are properly a matter of the Joint Employment Equity

Committee as a sub-committee of the EERC.

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

LETTER OF UNDERSTANDING #4 - RE: APPLICATION OF SENIORITY UNDER ARTICLE 3.03

1. The Parties recognize that the transfer or re-allocation of servicing districts or assignment envisioned under Article 3.03 may arise from either:
 - (a) posted competitions; or
 - (b) Employer directed transfers or re-allocations.
2. When transfers or re-allocations arise from posted competitions, then the provision in Article 3.03 that "seniority shall be the governing factor providing that qualifications and ability are relatively equal" shall mean that the greater seniority under the circumstances shall result in preference.
3. When transfer or re-allocations arise from Employer direction and not from posted competitions, then the provisions in Article 3.03 that "seniority shall be the governing factor providing that qualifications and ability are relatively equal" shall mean that the employee with the least seniority under these circumstances shall be the employee so transferred or reassigned.

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

LETTER OF UNDERSTANDING #5 RE: ENROLLMENT OF EMPLOYEE IN THE PENSION PLAN

The Parties agreed that, for the purposes of enrollment in the Pension Plan as referred to in Article 21.05 of the Collective Agreement, only employees other than those for whom payments are being made to a home Pension Plan or and RRSP on their behalf by the Ontario Public Service Employees Union are covered by the terms of 21.05.

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

LETTER OF UNDERSTANDING #6 - RE: ARTICLE 30 - CONTRACTING OUT

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

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

LETTER OF UNDERSTANDING #7 - RE: AGCO

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

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

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

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

1. The Employer and Union will jointly request appropriate volunteers to apply for registration.
2. If there are no volunteers, the least senior Pro-Tech employee in the unit or area will be required to apply for AGCO registration.
3. It is understood that should a volunteer be denied registration by the Gaming Commission the Parties will put out another request for volunteers. If the least senior Pro-Tech employee is denied registration, the next lowest seniority rated Pro-Tech employee will apply for registration. The process will be repeated until the servicing requirements are met.

This Letter of Understanding cannot be raised or relied upon in future proceedings, if any.

Dated this 20th day of April, 2007 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #8 - RE: UNION LEAVE

The current practice regarding time off for the President shall be maintained.

The Chief Steward shall be released on a full time basis and the Employer shall maintain salary and benefits with no loss of credits. The position will be backfilled on a full-time basis.

Dated this 8th day of April 2013 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #9 - RE: COMPUTER AND GREEN INITIATIVES

- a) A letter will be sent from the First Vice-President/Treasurer regarding purchase costs of the new personal computers and accessories and /or purchases toward pre-approved Green Initiatives.
- b) Permanent employees will be eligible to pay for any purchase through payroll deduction subject to financial documentation and legislative requirements. The payroll deduction is limited to twenty-four (24) months and cannot be less than fifty dollars (\$50) per pay, for a maximum of three thousand and five hundred dollars (\$3,500).

Dated this 8th day of April 2013 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #10 -RE: REGIONAL EDUCATIONAL PERMANENT SUPPORT/SERVICE EMPLOYEES

Permanent Support/Service employees may request through the Regional Vice President of a Region to participate in a Regional Weekend Educational at no cost to the Employer (no wages, overtime, or expenses to be covered) subject to the availability of spaces. Members of OPSEU receive priority to participate.

Dated this 8th day of April 2013 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #11- RE: STAFF PENSION PLAN

The Parties agree that a representative(s) from the Ontario Public Service Staff Union (OPSSU), the Administrative Staff Union (ASU) and the Employer shall meet to discuss the long term viability of the Staff Pension Plan.

The representatives shall meet with the Board of Trustees for their input into the long term viability of the Plan to meet the pension promise.

The goal of the meeting(s) shall be to ensure the long term viability of the Plan and to review the options available to ensure the benefit security of the Plan into the future.

Dated this 20th day of December 2016 at TORONTO, Ontario.

LETTER OF UNDERSTANDING #12 - RE: PSYCHOLOGICAL SAFETY AND HEALTH AT WORK

The Parties are committed to develop and improve psychologically safe and healthy work environments for all employees.

The Health and Safety Committee shall be responsible for drafting a policy regarding Psychological Safety and Health at Work for presentation to the OPSEU Executive Board.

Dated this 20th day of December 2016 at TORONTO, Ontario.
