

EMPLOYER'S LANGUAGE	UNION'S LANGUAGE PLUS AGREED ITEMS
<i>Entire Article Agreed.</i>	<p>ARTICLE 1 - PURPOSE</p> <p>1.01 <i>The purpose of this Agreement is to establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.</i></p> <p>1.02 <i>This Agreement sets forth the entire Agreement on rates of pay, hours of work and other conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both parties. There are no representations, warranties or conditions that affect the rights of the parties and employees, save and except those specifically set out in this Agreement.</i></p>
<i>Entire Article Agreed.</i>	<p>ARTICLE 2 - RECOGNITION</p> <p>2.01 <i>The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer in the Province of Ontario, save and except supervisors (other than Manager Mapping Services and Manager Data Services), managers, those above the rank of supervisors and managers, those employed in a confidential capacity in matters relating to labour relations and those in the office of the President and CAO.</i></p> <p>2.02 <i>For greater certainty, such employees include regular and temporary employees, students, and such other employees as may be mutually agreed.</i></p>
<i>Entire Article Agreed.</i>	<p>ARTICLE 3 - RELATIONSHIP</p> <p>3.01 <i>The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-</i></p>

	<p><i>membership in the Union or because of his activity or lack of activity in the Union.</i></p> <p>3.02 <i>The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Employer.</i></p> <p>3.03 <i>All reference to the male gender in this Agreement shall be read as applying to the female gender where the context would apply, and vice versa.</i></p> <p>3.04 <i>Where the singular is used throughout the Article within this Agreement it is agreed that the plural is an acceptable substitute wherever the plural is applicable.</i></p>
<p><i>Entire Article Agreed.</i></p>	<p>ARTICLE 4 - MANAGEMENT RIGHTS</p> <p>4.01 <i>The Union acknowledges that it is the exclusive right of the Employer to:</i></p> <ul style="list-style-type: none"> <i>(a) maintain order, discipline and efficiency;</i> <i>(b) hire, transfer, classify, assign, appoint, promote, demote, appraise, train, develop, lay off and recall employees;</i> <i>(c) discipline and discharge employees for just cause, except that probationary employees may be discharged without cause;</i> <i>(d) generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of operations,</i>

	<p><i>buildings, equipment and facilities, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.</i></p> <p>4.02 <i>The Employer shall exercise the above rights in a manner consistent with the expressed terms of the Collective Agreement.</i></p>
<p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p>	<p>ARTICLE 5 – TEMPORARY EMPLOYEES AND STUDENTS</p> <p>5.1 A permanent full time employee is defined as an employee engaged to fill a permanent position for an indefinite period, and regularly working 24 hours or more per week.</p> <p>5.2 A permanent part time employee is defined as an employee engaged to fill a part-time position for an indefinite period, and regularly working less than 24 hours per week.</p> <p>5.3 A temporary position is defined as a position of six months duration or less, with the exception of temporary assignments to cover pregnancy and/or parental leaves. Any extension of a temporary position must be mutually agreed upon in writing between the Employer and the Union.</p> <p>5.3.1 A temporary full time employee is defined as an employee engaged for a period of up to six months to fill a temporary full time position. It is understood that employees whose assignment has exceeded six months in a twelve month period will be considered permanent full-time employees and will be entitled to be credited with seniority to date of hire.</p> <p>5.3.2 A temporary part-time employee is defined as an employee engaged to fill a temporary part-time position or a permanent part-time position for a period of six months or less and regularly working less than 24 hours per week. It is understood that employees whose assignment has exceeded six months in a twelve-month period will be considered permanent part-time employees and will be entitled to be credited with seniority to date</p>

<p>5.01 The following articles shall apply to temporary employees: 1, 2, 3, 4, 6, 7, 8, 9, 10 (except 10.05), 12 (except 12.06 and 12.07), 15, 16, 17, 18, 20, 26 and 27. No other articles apply.</p> <p>5.02 Temporary employees shall receive 10 percent of base wages in lieu of holidays, vacations and benefits and in lieu of pay therefor.</p> <p>5.03 Temporary employees shall accrue attendance credits at the rate of one and one-quarter days after each month of full attendance. Attendance credits are for sick leave purposes only, and for no other purpose. Use of these credits is subject to such medical evidence, if any, as the Employer may require.</p> <p>No equivalent language.</p> <p>5.04 The following articles shall apply to students: 1, 2, 3, 4, 6, 7, 8, 9, 10 (except 10.05), 15, 16, 17, 18 and 27. No other articles apply.</p>	<p>of hire.</p> <p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p> <p>5.4 A student is an hourly employee occupying a "student position" during his or her regular school, college or university vacation period, or occupying a "co-operative education student position" under a co-operative education program. A "regular vacation period" within the meaning of a student position includes summer vacation, inter-semester breaks, academic breaks, December Holidays, the holidays in Article (Holidays) and a period of time of six (6) months following completion of the requirements for graduation from an educational institution. A "student position" or "co-operative education student position" is an hourly position with terms and conditions specifically applicable to students. A co-operative educational training program within the meaning of "co-operative education student position" is a co-operative education training program in a college or university. Students, including coop education students, shall receive the rates of pay as specified in the Collective Agreement.</p> <p>5.4.1 The following articles shall apply to student employees:</p> <ul style="list-style-type: none"> Article - Recognition Article - Definitions Article - Management Rights Article - Human Rights Article - Check-off of Union Dues
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<p>5.05 Students shall receive eight percent of base wages in lieu of holidays and vacations and in lieu of pay therefor.</p>	<p>Article - Union Security Article - Health and Safety / Computer Monitors Article - Hours of Work Article - Workload Article - Personal Expenses Article - Meal Allowance Article - Commuting Article - Discipline and Dismissal Article - Grievance Procedure Article - Arbitration Article - Personal Leave Without Pay Article - Personal Leave With Pay Article - Leave – Jury Duty Article - General Article - Bereavement Leave Article - Wages</p> <p>No equivalent language.</p>
<p><i>Entire Article Agreed.</i></p>	<p>ARTICLE 6 - NO STRIKE NO LOCKOUT</p> <p>6.01 <i>The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words "strike" and "lockout" shall be as defined in the Ontario Labour Relations Act.</i></p>
<p><i>Entire Article Agreed.</i></p>	<p>ARTICLE 7 - CHECK-OFF OF UNION DUES</p> <p>7.01 <i>There shall be deducted from the bi-weekly pay of every employee a sum in lieu of membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union. Deduction will begin on the pay date closest to the date of ratification of this agreement. In addition, the Employer shall deduct union dues from any retroactive wage payments.</i></p> <p>7.02 <i>The Employer agrees that it will remit the total amount of such</i></p>

	<p><i>deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, Toronto, Ontario, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names and social insurance numbers of those employees for whom deductions have been made.</i></p> <p><i>7.03 The Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.</i></p> <p><i>7.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this article.</i></p>
<p><i>Entire Article Agreed.</i></p>	<p>ARTICLE 8 - NEGOTIATING COMMITTEE</p> <p><i>8.01 The Employer acknowledges the right of the Union to appoint or select a negotiating committee of not more than five (5) employees covered by the Collective Agreement for the purpose of negotiating a renewal Agreement pursuant to notice given under Article 28: Duration.</i></p> <p><i>8.02 The Employer will grant the members of the Union negotiating committee leave of absence without loss of regular pay or credits for the dates that the committee meets with the Employer for the purpose of negotiating a renewal agreement.</i></p> <p><i>8.03 In addition, the Employer will grant the members of the Union negotiating committee leave without pay and without loss of credits for a reasonable number of days for caucus/travel time.</i></p>
<p><i>Entire Article Agreed.</i></p>	<p>ARTICLE 9 - REPRESENTATION</p> <p><i>9.01 The Employer will recognize a reasonable number of stewards at each workplace from among employees in the Bargaining Unit as described in Article 2.01 who have completed their probationary</i></p>

	<p><i>period for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this agreement. The Union shall designate one of such stewards in each workplace as the main point of contact for the purposes of discussion between the Union and Management in the workplace.</i></p> <p>9.02 <i>The Union shall keep the Employer notified in writing of the names of the current stewards referred to in 9.01 and members of the negotiating committee. The Union will notify the Employer of the name of the steward responsible for the presentation of any grievance.</i></p> <p>9.03 <i>It is agreed that stewards shall continue to perform their regular duties and responsibilities for the Employer and shall not leave their regular duties, for the purpose set out in 9.01, without having first secured permission from their immediate supervisor. Such permission should not be unreasonably withheld.</i></p> <p>9.04 <i>Stewards requesting time off for the purpose of servicing grievances under the Collective Agreement shall advise their immediate supervisor of their business and report to such supervisor at the time of their return to work, subject to permission being granted under 9.03.</i></p> <p>9.05 <i>Any employee who has a grievance and is required to attend meetings at Stage One and Two of the grievance procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings. This article shall also apply to the Union representative who is authorized to represent the grievor.</i></p> <p>9.06 <i>An employee elected to a full-time officer position with OPSEU shall be granted full-time release without pay for the duration of his term of office. The Union shall reimburse the Employer quarterly for the employee's salary and contribute the Employer's share of contributions to the Pension Plan and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee</i></p>
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and pay the costs of sick leave credits used during the leave of absence. The Union will make the Employer's contribution for Employment Insurance. The employee shall accumulate full seniority during such leave(s) of absence. Except where the layoff and recall provisions apply during the leave, the employee shall return to the position held immediately prior to the leave and shall be paid at the step that he had attained when the leave commenced. If the position no longer exists, the employee shall, if possible, be assigned to a position at the same classification and level, in the same work location. If such a position cannot be found, the layoff provisions of the agreement shall apply to the employee upon his return from leave. Where the layoff and recall provisions have application during the leave, they shall apply to the employee in the same manner as if the employee were not on leave.

9.07 If an employee is elected to the OPSEU Executive Board, they will be released upon Union request without loss of pay or credits. Pay and benefits shall be charged back to OPSEU quarterly. Scheduling is subject to operational requirements, but leave will not be unreasonably denied. The employee shall accumulate full seniority during such leave(s) of absence. The Union shall give as much notice as possible of the date(s) of requested leave.

9.08 The employee elected as Employee Co-Chair of the Union-Management Committee shall be released from duty with pay but without loss of credits for up to two (2) days, and without pay but without loss of credits for up to three (3) days per month, for the purpose of performing his duties as Co-Chair. The employee shall give at least two (2) weeks notice of the day or days required, which shall be granted, where such notice is given, except in unavoidable circumstances. It is understood that these days are provided to allow the Co-Chair to attend to Union business, and to minimize time spent on Union activities during working days.

9.09 Subject to 9.10 and 9.12, the Employer shall grant leaves of absence without pay but with no loss of credits for members of the Bargaining Unit, for the purpose of attending Union

conferences, schools, seminars, conventions, or other such activities related to the Union. A maximum of two hundred and twenty-five (225) such days, in the aggregate, shall be granted for the two-year period January 1, 2001 to December 31, 2002. It is understood that when the maximum has been reached, the Employer is under no obligation to grant any further such days.

9.10 The Employee Co-Chair of the Union-Management Committee shall advise the Vice-President Corporate and Human Resources of the days requested under 9.09. Where the Union gives the Employer two (2) months notice of the date(s) required for the purposes of 9.09, and the employee(s) to whom leave(s) should be granted for such purposes, the Employer shall grant the leave(s), subject only to unavoidable circumstances. Where less than two (2) months notice is given, the Employer shall endeavour to grant the leave(s), subject to operational requirements.

9.11 If a difficulty arises with the granting of any particular request under 9.09, and/or 9.10, the Employee Co-Chair of the Union-Management Committee may consult with the Vice-President Corporate and Human Resources and seek to resolve any difficulties that may have arisen in connection with such a request.

9.12 It is understood that an employee may be granted an extended leave of at least one month for educational purposes that may be related to the Union, and that such a leave shall not be considered to be a leave of absence under 9.09. A request for such a leave shall be considered by the Employer, and may be granted subject to operational requirements.

9.13 The parties agree to the establishment of a Union-Management Committee, consisting of four persons appointed by each party. Up to four (4) appointees of the Union may be employees in the bargaining unit. One appointee of the Union may be a staff representative. Each party shall designate one of its appointees as a Co-Chair.

	<p>9.14 <i>The Union-Management Committee shall have the following terms of reference:</i></p> <p>(a) <i>To provide a forum for discussion of issues of a Province-wide nature, including Health and Safety issues, provided that this shall not include any matter that is the subject of a grievance;</i></p> <p>(b) <i>To discuss issues of interest to the Union and management, provided that this shall not include matters that are or could be the subject of collective bargaining;</i></p> <p>(c) <i>To discuss other matters that may be mutually agreed.</i></p> <p>9.15 <i>The Union-Management Committee shall meet quarterly, or at such other times as may mutually be agreed.</i></p> <p>9.16 <i>It is understood that the Union-Management Committee is a forum for discussion, and is not a decision-making body.</i></p> <p>9.17 <i>The members of the Union-Management Committee who are employees in the Bargaining Unit shall be granted leave of absence without loss of regular pay and without loss of credits for the day(s) that the Committee meets, as well as reasonable travel/caucus time up to a maximum of seven and one-quarter (7.25) hours on the day prior to the date of the Committee meeting, provided that the travel/caucus day is a working day for the employee.</i></p> <p>9.18 <i>Each OPAC work location shall have the following monthly allowance for Union duties to be allocated to Union officials by the OPSEU Executive body at that location, without loss of pay or credits:</i></p> <p><i>Up to 50 members: .5 days</i> <i>51 - 99 members: 1 day</i> <i>100 members and over: 1.5 days</i></p>
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	<p>9.19 <i>Allocation will be done on or before the first of every month, and once the allocation has been made, it cannot be changed without the consent of the Employer. The allocation shall be utilized in blocks of at least ½ day each. The Union will give as much advance notice as possible. Scheduling is subject to operational requirements, but leave will not be unreasonably denied. The Union understands that scheduling is more easily accommodated if more advance notice is given.</i></p> <p>9.20 <i>Time allocated for the months of July and August may be carried forward, with the consent of the Employer, which shall not be unreasonably denied.</i></p>
	<p>ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE</p> <p>10.01 <i>For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.</i></p> <p><i>For the purpose of this Article, reference to "days" relating to Stages in the grievance and arbitration procedure shall mean working days.</i></p> <p>10.02 <i>It is the mutual desire of the parties hereto that complaints of employees shall be considered as quickly as possible. It is understood that an employee has no grievance until he has first given his immediate supervisor the opportunity of resolving his complaint. If an employee has a complaint he shall discuss it with his immediate supervisor within twenty (20) days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The supervisor shall give his or her response to the complaint within five (5) days, and, failing settlement, or failing a response, it may then be taken up as a grievance within seven (7) days following</i></p>

advice of the immediate supervisor's decision in the following manner and sequence:

Stage One

*The employee may present his grievance to his immediate supervisor. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought. Failing settlement, the immediate supervisor shall deliver his decision in writing within five (5) days following the presentation of the grievance to him.
Failing settlement:*

Stage Two

Within ten (10) days after the decision in Stage One, the employee may submit the grievance in writing to the Vice President, Corporate and Human Resources or his designate. A meeting will then be held between the Vice President, Corporate and Human Resources or designate and the appropriate Union steward and the grievor if either party requests. Such meeting shall be held within (10) days of submission of the grievance at Stage Two unless extended by written agreement of the parties. The decision of the Vice President, Corporate and Human Resources or his designate shall be delivered in writing within ten (10) days following the date of such meeting.

Union Grievance

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

Group Grievance

10.04 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance, and such written grievance shall be originated under Stage Two, and the time limits set out with respect to that Stage shall appropriately apply.

Dismissal

10.05 A claim by an employee who has completed his probationary period that he has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Stage Two of the grievance procedure within ten (10) days after the date the discharge is effected. Such special grievances may be settled under the grievance or arbitration procedure by:

- a) confirming the Employer's action in dismissing the employee, or*
- b) reinstating the employee with or without compensation for time lost, or*
- c) by any other arrangement which may be deemed just and equitable by the parties or the Arbitration Board.*

10.06 If a probationary employee's performance is unsatisfactory, or he or she is unsuitable in the opinion of the Employer, such employee may be terminated at any time during the probationary period provided that such termination is not done in bad faith. The discharge of the probationary employee shall not be arbitrable unless that it is alleged that the actions of the Employer were in bad faith. The arbitrator shall not reverse the termination on any other ground.

	<p>Layoff</p> <p><i>An employee alleging improper layoff shall be entitled to file a grievance at Stage Two.</i></p> <p>Grievance by the Employer</p> <p>10.07 <i>A grievance by the Employer may be presented, in writing, to the Union President. If the matter is not resolved, it may be pursued to arbitration as hereinafter provided.</i></p> <p>Mediation</p> <p>10.08 <i>After exhaustion of the foregoing grievance procedure, and prior to referral to arbitration, the parties may agree to refer any grievance to mediation, before one of the following mediators to be selected by alphabetical rotation:</i></p> <p><i>Felicity Briggs Gerald Charney Murray Lapp Gerry Lee Loretta Mikus</i></p> <p><i>The parties must agree to refer the matter to a mediator within fifteen (15) days of the completion of Stage Two of the grievance procedure, otherwise Article 10.12 applies. If the person selected by rotation is not available within ninety (90) days of the referral, the next person on the list shall be selected.</i></p> <p>10.09 <i>The mediator shall attempt to assist the parties in resolving the dispute. It is agreed that any discussion with the mediator, or information conveyed to the mediator, shall be considered to be privileged and shall not be referred to in arbitration or in any other proceedings.</i></p> <p>10.10 <i>The parties may refer more than one case to be dealt with by the</i></p>
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	<p><i>same mediator on the same day. The parties shall divide equally the fees and expenses of the mediator.</i></p> <p>10.11 <i>Where the parties have referred a matter to a mediator, the time limit for referring a matter to arbitration under 10.12, if the matter is not resolved, shall run from the date the mediation has been completed.</i></p> <p>Arbitration</p> <p>10.12 <i>Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) days after the decision under Stage Two is given, the grievance shall be deemed to have been abandoned.</i></p> <p>10.13 <i>Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.</i></p> <p>10.14 <i>No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Employer or, if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in Section 10.02 above.</i></p> <p>10.15 <i>When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement. Where such a request is made, a Board of Arbitration shall be constituted, consisting of a nominee appointed by each party and a Chair selected by alphabetical rotation from the following list:</i></p> <p><i>George Adams</i></p>
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*Robert Howe
William Kaplan
Richard MacDowell
Owen Shime
Susan Tacon*

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

- 10.16 After the Chair has been selected from the foregoing list, the parties shall notify each other in writing of their respective nominees within ten (10) days. The Minister of Labour may appoint the nominee of a party who fails to make an appointment.*
- 10.17 No person may be appointed as a nominee or Chair who has been involved in an attempt to negotiate or settle the grievance. For greater certainty, this would not preclude a person acting as mediator/arbitrator, if agreed by the parties pursuant to 10.19.*
- 10.18 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.*
- 10.19 In lieu of a Board of Arbitration, the Parties may agree on a sole arbitrator, to be selected from the list in 10.15, who shall have all the power and authority of a Board of Arbitration. The parties may agree to allow the sole arbitrator to act as a mediator/arbitrator.*
- 10.20 The Board of Arbitration or sole arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.*
- 10.21 Each of the parties hereto will share equally the expenses, if any, of the Chair or sole arbitrator, and shall bear the expenses of its*

	<p><i>own nominee.</i></p> <p>10.22 <i>The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned.</i></p> <p>10.23 <i>The parties agree that principles of full disclosure of issues in dispute as alleged by a grievance advanced by the Union on behalf of a member or members, or the Union itself, and full disclosure of facts relied upon by management in a decision that is subject to a grievance, are key elements in amicable and expeditious dispute resolution processes. Therefore, the parties agree that at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure of the information, including full disclosure of all relevant documents.</i></p> <p>10.24 <i>An employee who has a grievance and is required to attend meetings at Stage One or Stage Two of the grievance procedure shall suffer no loss of regular pay to attend such meetings. In the case of a group grievance, up to three (3) grievors of the group shall be entitled to be present unless otherwise mutually agreed.</i></p> <p>10.25 <i>An employee whose grievance is referred to mediation or arbitration may attend the day or days of mediation or arbitration without loss of regular pay for such day or days. In the case of a group grievance, up to three (3) grievors of the group shall be entitled to be present unless otherwise mutually agreed.</i></p> <p>Disciplinary Record</p> <p>10.26 <i>Any letter of reprimand, suspension or other sanction of an employee will be removed from all records and files three (3) years following the receipt of such a letter, suspension or other suspension provided that the employee's records and files have been clear of similar offences for the past three (3) years. Any</i></p>
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	<p><i>such letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.</i></p> <p>Interest</p> <p>10.27 <i>Where the arbitrator or board of arbitration awards interest, interest shall be payable as follows:</i></p> <p>a) <i>for the period commencing twenty (20) days prior to the date the grievance was filed until the decision:</i></p> <p>(1) <i>interest shall be calculated at the quarterly prime rates, set by the Bank of Canada, averaged yearly for that period.</i></p> <p>(2) <i>interest will be paid on all amounts owing, except where compensation is payable for back pay or any other amount that accrues over time, interest shall be calculated on one half of the compensation.</i></p> <p>b) <i>for the period from the date of the decision until the compensation and/or damages is paid, interest shall be payable on all amounts owing, payable at the prime rate set by the Bank of Canada, for the quarter before the decision.</i></p>
<p>a) the seniority date recognized by the Government of Ontario for employees who were employed by the Ministry of Finance immediately prior to their becoming employees of the Employer on December 31, 1998; or</p>	<p>ARTICLE 11 – SENIORITY</p> <p>11.01 <i>Seniority, as referred to in this Agreement, shall mean length of continuous service. All employees' seniority dates shall be the earliest of:</i></p> <p>a) The seniority date recognized by the Government of Ontario for employees who were employed by the Ministry of Finance immediately prior to their becoming employees of OPAC. In the case of employees who were considered unclassified civil servants, the seniority date will be from the earliest date of hire, from which there has been no break in service greater than thirteen</p>

<p>b) the date the employee was last hired by OPAC.</p> <p><i>Same as Employer's 11.02.</i></p>	<p>(13) weeks. To ensure clarity, this includes employees who were under contract to either employer; or,</p> <p>b) The date the employee was hired by OPAC.</p> <p>11.02 <i>For the purpose of 11.01, continuous service shall include any leave of absence granted by the Employer, whether paid or unpaid.</i></p> <p>11.03 <i>An employee shall lose all seniority and shall be deemed to have terminated if:</i></p> <p>a) <i>an employee resigns; or</i></p> <p>b) <i>an employee retires, which in no case shall take place later than age 65, unless the Union, the employee and Employer agree in writing to extend the date of retirement;</i></p> <p>c) <i>an employee is discharged and not reinstated under the Grievance or Arbitration procedure;</i></p> <p>d) <i>an employee has been laid off for a period in excess of his length of seniority up to a maximum of eighteen (18) months;</i></p> <p>e) <i>an employee fails to notify the Employer within five (5) calendar days, exclusive of Saturday, Sunday and holidays, of receipt of notice of recall and report within fourteen (14) calendar days from receipt of such notice. Notice of recall may be by telephone or telegram confirmed by registered mail to the employee's last address registered with the Employer. If notice is by registered mail, it shall be deemed to have been received on the second day following registration;</i></p> <p>f) <i>an employee is absent without leave in excess of seven (7) consecutive working days.</i></p> <p>11.04 <i>A province-wide seniority list shall be provided to OPSEU and posted annually by the 15th of January of each year and shall include the</i></p>
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<p>11.03 All employees shall be on probation for a period of six (6) months. On successful completion of the probationary period he will be credited with seniority from date last hired by OPAC.</p>	<p><i>employee's name, seniority date, classification and work location. If no grievance is received regarding the accuracy of the list by the 15th of February, it shall be deemed to be accurate.</i></p> <p>11.05 All employees shall be on probation for a period of six (6) months. On successful completion of the probationary period he will be credited with seniority from date of hire.</p>
<p>No equivalent language.</p> <p>12.03 Among other things, the advertisement for a vacancy shall specify the closing date, the nature of the position, the location of the job assignment, the desired skills, abilities, qualifications and experience, where applicable.</p> <p><i>Same as Employer's 12.02.</i></p> <p>12.04 Temporary vacancies and vacancies caused by absence due to illness, accident, leaves of absence (including pregnancy and/or parental leave) up to nine (9) months need not be advertised. Such temporary vacancies may be filled at the discretion of the Employer.</p>	<p>ARTICLE 12 - ADVERTISING OF VACANCIES</p> <p>12.01 <i>Where vacancies in the bargaining unit occur which the Employer decides to fill on a full-time basis, such vacancies will be advertised, except that the Employer may decline to advertise such a vacancy if a similar vacancy was advertised within the previous six (6) months and there are at least three (3) qualified applicants from the previous competition.</i></p> <p>12.02 The parties agree that promotion and advancement opportunities will be made available to bargaining unit members before awarding opportunities to applicants from outside the bargaining unit. The parties also agree that subject to operational requirements, the use of underfills, where practical, to enhance promotion and advancement opportunities for bargaining unit members shall be encouraged.</p> <p>12.03 Job postings shall contain the location, the closing date, the nature of the position, qualifications, required knowledge and education, skills, and salary. Such qualifications may not be established in an arbitrary or discriminatory manner.</p> <p>12.04 <i>Such vacancies shall be advertised for a period of ten (10) working days and employees bidding on job vacancies must make application, in such manner as the Employer may specify, by the closing date.</i></p> <p>12.05 Temporary vacancies and vacancies caused by absence, up to six (6) months, due to illness, accident, leaves of absence need not be advertised. Such temporary vacancies may be filled at the discretion of the Employer.</p>

Same as Employer's 12.05.

12.06 In cases of promotion, the following factors shall be considered:

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

12.07 Where an employee has been selected as a successful applicant under this Section, and it is subsequently determined by the Employer, within 60 days, that he cannot satisfactorily perform the job, the Employer may reassign him to his former job, if available, assign him to another vacancy, if available, or apply the layoff and recall provisions of this Agreement to him.

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

No equivalent language.

No equivalent language.

12.06 *Where an employee is officially assigned to a higher-rated position on a temporary basis, he shall be paid the appropriate rate in such position effective the sixth (6th) working day.*

12.07 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the deciding factor.

No equivalent language.

12.08 The Employer may assign any employee to any vacancy on a temporary basis, including the period of time until the competition has been completed for a period not to exceed six (6) months.

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

12.10 In the event of a transfer of complement between locations, such transfer shall be effected on the basis of seniority from amongst those employees in the classification at the location affected expressing an interest. Where there are an insufficient number of interested employees, such transfer shall be effected on an inverse seniority basis from amongst those employees in the classification at the location affected.

12.11 AREA OF SEARCH

The area of search for all internal postings should be large

<p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p>	<p>enough to have at least five (5) qualified internal applicants.</p> <p>12.12 REQUEST FOR RELOCATION</p> <p>12.13.1 With the agreement of the Union, the employee and the Employer, an employee may be assigned to a vacancy where the vacant position is identical to the position occupied by the employee.</p> <p>12.13.2 The assignment of an employee to a vacancy in accordance with Articles (Promotions/ Reassignments), 13 (Employment Stability), (Leave - Special), (Long Term Income Protection), (Pregnancy Leave) and (Parental Leave) shall have priority over an assignment under Article 12.13.1.</p> <p>12.14 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.</p>
<p>No equivalent language.</p> <p>12.10 An employee who was promoted shall receive the rate of pay in the salary range of the new classification which is the next higher to his present rate of pay. In such a case, if the employee receives less than a five (5) percent increase in salary, he shall be placed at the rate of pay in the salary range of the new classification such that he will receive at least a five (5) percent increase, provided that he shall not receive, in any case, an amount greater than the highest rate for the classification.</p> <p><i>Same as Employer's 12.11.</i></p> <p>No equivalent language.</p>	<p>ARTICLE - PROMOTIONS/REASSIGNMENTS</p> <p>.1.1 Promotion occurs when the incumbent of a position is assigned to another position in a class with a higher maximum salary than the class of his or her former position.</p> <p>.1.2 Employees receiving a promotion to a higher graded job classification shall be placed on a step in the new job classification such that they will receive at least a five per cent (5%) increase in salary, provided that they shall not receive, in any case, an amount greater than the highest rate for the classification.</p> <p>.1.3 <i>Where an employee is promoted, a new anniversary date is established based upon the date of promotion.</i></p> <p>.2.1 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is</p>

<p>No equivalent language.</p>	<p>reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression based on merit to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.</p>
<p>No equivalent language.</p>	<p>.2.2 An employee to whom Article .2.1 applies is entitled to be appointed to the first vacant position in his or her former class that occurs within the same one hundred (100) kilometer radius, in which he or she was employed at the time the reclassification was made.</p>
<p>No equivalent language.</p>	<p>.3 Where a position is reassessed and is reclassified to a class with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.</p>
<p>No equivalent language.</p>	<p>.4.1 Where, because of the abolition of a position, an employee is assigned from one position to another position and the position to which he or she is assigned is in a class with a lower maximum salary than the maximum salary for the class of the position from which he or she was assigned, he or she shall continue to be entitled to salary progression to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the employee starts the new assignment.</p> <p>.4.2 Article .4.1 applies only where there is no position the employee is qualified for, and that he or she may be assigned to, and that is:</p> <ul style="list-style-type: none"> (a) in the same classification that applied to the employee's position before the position was abolished, or (b) in a classification having the same maximum salary rate as the maximum salary rate of the classification that applied to the employee's position before the position was abolished.

No equivalent language.	.5 Where, for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary, he or she shall not receive any salary progression or salary decrease for a period of six (6) months after his or her assignment, and if at the end of that period, he or she is unable to accept employment in his or her former classification, he or she shall be assigned to a classification consistent with his or her condition.
No equivalent language.	.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate he or she was receiving at the time of demotion, effective from the date of his or her demotion.
No equivalent language.	.7 It is understood that where an employee is assigned to a position pursuant to Articles .4, .5 or .6 above, the provisions of Article 12 (Advertising of Vacancies) shall not apply
No equivalent language.	.8 If the promotion/reassignment, is located in another workplace, relocation expenses shall be paid in accordance with Article .
No equivalent language.	.9 An employee may refuse to accept a temporary assignment which falls outside the bargaining unit.
No equivalent language.	.10 An employee who is temporarily assigned to perform a lower rated position shall continue to be paid his/her current rate for the duration of such assignment.
No equivalent language.	.11 When an employee is temporarily assigned to a non-bargaining unit position, he or she shall continue to pay dues to OPSEU and continue to be covered by the Collective Agreement for the entire term of the temporary assignment.
	ARTICLE - SECONDMENTS
<i>Same as Employer's 12.12.</i>	.11 <i>In the event that it is necessary for the Employer to temporarily assign employees from any one workplace to another workplace, which will require geographic dislocation, the Employer will, subject to operational requirements, solicit employees on a voluntary basis. In the event that there are insufficient</i>

<p><i>Same as Employer's 12.13.</i></p>	<p><i>volunteers, employees will, subject to operational requirements, be assigned on a rotational basis within each workplace. Where employees are temporarily assigned work outside their assigned workplace, reasonable travel arrangements will be worked out with the Employer.</i></p> <p><i>.1.2 In the event that it is necessary for the Employer to temporarily assign more than twenty (20) employees, and this move causes geographic dislocation, the Employer shall provide the assigned employees with at least two weeks prior notice and shall meet at least one month prior to the assignment with the Union-Management Committee to advise on procedures to be used in the identification of employees assigned, reimbursement of expenses, duration of assignments, etc.</i></p>
<p>ARTICLE 13 – LAYOFF AND RECALL</p> <p>No equivalent language.</p> <p>13.01 In cases of layoff within a classification and workplace location, and recall to the employee's former position, the following factors shall be considered:</p> <ul style="list-style-type: none"> a) skill, ability, qualifications and experience; b) seniority. <p>When the matters in factor (a) are relatively equal in the opinion of the Employer, then factor (b) shall govern.</p> <p>No equivalent language.</p>	<p>ARTICLE 13 – EMPLOYMENT STABILITY</p> <p>13.1 In order to provide job security for all members of the bargaining unit, the Employer agrees that all work or services performed by the employees shall not be sub-contracted, leased, assigned, or conveyed, in whole or in part, to any other person, company, or non-unit employee.</p> <p>It is specifically understood that there will be no workfare or Ontario works placements performing work for OPAC.</p> <p>13.2 Layoffs shall be carried out by reverse order of seniority, provided that the senior employees are able to perform the normal requirements of the work.</p> <p>13.3 Any temporary employee or student performing bargaining unit work will be released prior to the layoff of a permanent</p>

<p>No equivalent language.</p>	<p>employee in the bargaining unit who is qualified to perform the required duties of the position.</p> <p>The Employer will not lay off a permanent full-time employee in order to have substantially the same work performed by two (2) or more part-time employees.</p> <p>Managers or supervisors will not perform the duties normally performed by members of the bargaining unit which would directly result in the layoff of a bargaining unit member.</p> <p>13.4 Where there is a reorganization, closure, transfer, or the divestment or relocation of an operation in whole or in part, or where there is a closure of a field office,</p> <p>a) affected employees shall receive six (6) months notice of lay-off or pay in lieu; and</p> <p>b) the Local President of the Union and the Union-Management Committee shall be notified of the reorganization, closure, transfer, or the divestment or relocation at least thirty (30) days prior to notification to affected employees, and the Union-Management Committee shall consult on issues related to lay-off, displacement and recall. The Employer shall provide the Union-Management Committee with all data used by the Employer in formulating its tentative determination to undertake the action contemplated.</p> <p>c) The Union-Management Committee shall make recommendations to the CEO of OPAC with respect to any or all of the alternatives listed below which might be resorted to in order to prevent or minimize the dislocation of employees:</p> <ul style="list-style-type: none"> - Potential creation of vacancies that might be filled by affected employees; - Displacement of non-bargaining unit employees; - The utilization of other means, such as normal or early retirements, or voluntary leaves, in order to
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<p>13.02 Where an employee is designated for layoff pursuant to 13.01, such an employee who has completed his probationary period shall have the right to displace an employee who shall be identified in the following manner:</p> <p>(a) The Employer will identify the employee in the same workplace location with the least seniority in the classification having a maximum rate that is the next lowest to that of the employee's own classification, whose work the employee is capable of performing, provided that the displacing employee is relatively equal or superior to the displaced employee, in the opinion of the Employer, in skill, ability, qualifications and experience, and provided that the displaced employee has less seniority than that of the displacing employee;</p> <p>(b) If no such employee can be found, the Employer will identify the employee in the same workplace location with the least seniority in the classification having the next lowest maximum rate to the classification referred to in (a), whose work the employee is capable of performing, provided that the displacing employee is relatively equal or superior to the displaced employee, in the opinion of the Employer, in skill, ability, qualifications and experience, and provided that the displaced employee has less seniority than that of the displacing employee;</p>	<p>prevent or minimize the effects of the action contemplated;</p> <ul style="list-style-type: none"> - The improvement of employment potential for employees affected by the provision of training or retraining programs and job counselling; - Investigation of potential alternative job opportunities that might exist for employees affected by within and outside OPAC; - The temporary assignment of redundant and displaced employees to positions held by other employees who are on various leaves of absences. <p>13.5 Where an employee is designated for layoff pursuant to 13.4, such an employee who has completed his probationary period shall have the right to displace an employee who shall be identified in the following manner:</p> <p>(a) The Employer will identify the employee in the same workplace location with the least seniority in the classification having a maximum rate that is the next lowest to that of the employee's own classification, whose work the employee is capable of performing, and provided that the displaced employee has less seniority than that of the displacing employee;</p> <p>(b) If no such employee can be found, the Employer will identify the employee in the same workplace location with the least seniority in the classification having the next lowest maximum rate to the classification referred to in (a), whose work the employee is capable of performing, and provided that the displaced employee has less seniority than that of the displacing employee;</p>
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<p>(c) If no such employee can be found, the Employer will review the classifications in descending order in the same manner, to identify the least senior employee in the same workplace location in any such classification whose work the employee is capable of performing, provided that the displacing employee is relatively equal or superior to the displaced employee, in the opinion of the Employer, in skill, ability, qualifications and experience, and provided that the displaced employee has less seniority than that of the displacing employee;</p> <p>(d) <i>If no such employee can be found, the employee will be laid off.</i></p> <p><i>Same as Employer's 13.03.</i></p> <p><i>Same as Employer's 13.04.</i></p> <p><i>Same as Employer's 13.05.</i></p> <p><i>Same as Employer's 13.06.</i></p> <p>13.07 In lieu of layoff or displacement, an employee designated for layoff shall be given preferential consideration for vacancies in equal or lower classifications within his workplace location for which he is fully qualified, in the opinion of the Employer. Where an employee is assigned to such a vacancy, the Employer shall not be required to advertise such vacancies and the provisions of Article 12 shall not apply. Where more than one employee is qualified for the same vacancy, seniority shall govern, provided that the successful employee is</p>	<p>(c) If no such employee can be found, the Employer will review the classifications in descending order in the same manner, to identify the least senior employee in the same workplace location in any such classification whose work the employee is capable of performing, and provided that the displaced employee has less seniority than that of the displacing employee;</p> <p>(d) <i>If no such employee can be found, the employee will be laid off.</i></p> <p>13.6 <i>An employee who is displaced by the operation of 13.5 has the right to exercise the rights set out in 13.5, to displace another employee.</i></p> <p>13.7 <i>An employee who is displaced by the operation of 13.6 has the right to exercise the rights set out in 13.5, to displace another employee.</i></p> <p>13.8 <i>An employee who is displaced by the operation of 13.7 shall be laid off with no displacement rights.</i></p> <p>13.9 <i>Where employees are laid off as a result of a consolidation of workplace locations, the total of the locations involved in the consolidation shall be considered to be one workplace location for the purpose of this article.</i></p> <p>13.10 In lieu of layoff or displacement, an employee designated for layoff shall be given preferential consideration for vacancies in equal or lower classifications within his workplace location for which he is fully qualified, in the opinion of the Employer. Where an employee is assigned to such a vacancy, the Employer shall not be required to advertise such vacancies and the provisions of Article 12 shall not apply. Where more than one employee is qualified for the same vacancy, seniority shall govern.</p>
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relatively equal to the less senior qualified employees(s), in the opinion of the Employer, in skill, ability, qualifications, and experience.

Same as Employer's 13.08.

13.09 In order to be considered under 13.08, an employee must advise the Vice-President Corporate and Human Resources, in writing, of his willingness to be so considered. Only those who have so signified their willingness prior to the designation of an employee for layoff shall be so considered.

13.10 Where the Employer is satisfied that an employee who is designated for layoff is fully qualified to perform the work of an employee who has signified his willingness to be considered for layoff pursuant to 13.09, the Employer shall transfer the employee designated for layoff to the position of the employee who has so signified, and the employee who has so signified shall be laid off without any displacement rights.

13.11 Employees who are designated for layoff shall receive notice and/or severance pay as provided in the Employment Standards Act.

VOLUNTARY EXIT

13.11 *Subject to the provisions of this article, an employee who has not been designated for layoff may offer to be laid off and give up his or her job in the place of another employee in the same workplace location who has been designated for layoff, and whose position is within the same classification as that of the employee who has been designated for layoff.*

13.11.1 In order to be considered under 13.20, an employee must advise the Vice-President Corporate and Human Resources, in writing, of his willingness to be so considered.

13.11.2 Where the Employer is satisfied that an employee who is designated for layoff is fully qualified to perform the work of an employee who has signified his willingness to be considered for layoff pursuant to 13.18.1, the Employer shall transfer the employee designated for layoff to the position of the employee who has so signified, and the employee who has so signified shall be laid off without any displacement rights and shall be eligible to receive the separation allowance.

13.12 SEPARATION ALLOWANCE

Where an employee resigns and his or her resignation takes effect within one (1) month after receiving surplus notice, he or she shall be entitled to a separation allowance of two (2) weeks' salary for each year of service with OPAC. On production of receipts from an approved educational program within twelve (12) months of resignation, the employee shall be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000). An employee who resigns pursuant to Article 13.12 will not be eligible for any other entitlements under Article 13 (Employment Stability).

<p>No equivalent language.</p>	<p>13.12.1 Where an employee resigns later than one (1) month after receiving surplus notice, he or she shall be entitled to a separation allowance of four (4) weeks' salary, plus on production of receipts from an approved educational program within twelve (12) months of resignation, shall be reimbursed for tuition fees up to a maximum of one thousand two hundred and fifty dollars (\$1,250). An employee who resigns pursuant to Article 13.12 will not be eligible for any other entitlements under Article 13 (Employment Stability).</p>
<p>No equivalent language.</p>	<p>13.13 RECALL</p>
<p>13.14 An employee who is laid off, who still retains seniority, shall have a right to be recalled to his former position should it become vacant within the period during which he retains seniority after his date of layoff. Should more than one employee have rights under this article to be recalled to the same position, seniority shall govern provided that the senior employee, in the opinion of the Employer, is at least equal in skill, ability, qualifications and experience.</p>	<p>13.13.1 Employees who are laid off shall be placed on a recall list and shall retain, but not accrue seniority for eighteen (18) months.</p> <p>13.13.2 The Employer shall recall employees in order of seniority to vacant bargaining unit positions for which she can perform the required work, for a period of eighteen (18) months from date of layoff. Notice of recall shall be sent by registered mail to the last known address of the employee, who shall respond to the recall notice within seven (7) days.</p>
<p>No equivalent language.</p>	<p>13.13.3 An employee who is recalled and reinstated to a position with a lower rate of pay than the position which was occupied at the time of the layoff shall be given the first opportunity to return to their former position.</p>
<p>No equivalent language.</p>	<p>13.13.4 No new employee shall be hired until those laid off and placed on the recall list have had the opportunity to be recalled.</p>
<p><i>Same as Employer's 13.15</i></p>	<p>13.13.5 <i>Where an employee is entitled to recall to a position, and is recalled, the provisions of Article 12 do not apply.</i></p>
<p>No equivalent language.</p>	<p>13.14 TEMPORARY WORK</p> <p>Employees on layoff shall be given preference for temporary work for which they are qualified, if such work is expected to</p>

<p><i>Same as Employer's 13.12</i></p>	<p>exceed ten (10) working days. An employee who has been recalled to such temporary vacancy shall not be required to accept the recall and may instead remain on layoff.</p>
<p><i>Same as Employer's 13.13</i></p>	<p>13.15 ATTRITION</p> <p><i>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.</i></p>
<p>No equivalent language.</p>	<p>13.16 CAREER TRANSITION SUPPORT</p> <p><i>Employees who are designated for layoff will be provided with transition support which may include skills assessment, counselling and job-search skills.</i></p>
<p>No equivalent language.</p>	<p>13.17 BENEFITS CONTINUATION</p> <p>a) In the event of a layoff of an employee, the Employer shall pay its share of the insured benefits premiums up to the end of the month following the month in which the layoff occurs, or the statutory notice period, whichever is later.</p> <p>b) The employee may continue to pay the full premium cost of a benefit or benefits for up to a further twelve (12) months. Such payment can be made through the Payroll office of the Employer provided that the employee informs the Employer of her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.</p>
<p>No equivalent language.</p>	<p>13.18 The Employer will endeavour to ensure that where there is a disposition or any other transfer of jobs, employees in the bargaining unit are offered positions with the new employer on terms and conditions that are as close as possible to the then existing terms and conditions of employment of the employees in the bargaining unit and, where less than the full complement of employees is offered positions, to ensure that offers are made on the basis of seniority.</p>

<p>Same as Employer's 13.16.</p>	<p>13.19 <i>It is understood and agreed that during a period of layoff, seniority will accrue up to but not beyond the end of the first month in which the layoff commenced. Where such layoff continues beyond the end of the first month in which such layoff commenced, previously earned seniority shall be maintained and an employee shall resume accumulation of seniority on his return, subject to Article 11.03.</i></p>
<p>14.02 The Employer and the Union are sensitive to the potential of violence in the workplace. The parties may discuss methods of addressing the issue.</p> <p>14.03 Joint Health & Safety Committees shall be established in accordance with the <i>Occupational Health & Safety Act</i>.</p>	<p>ARTICLE 14 – HEALTH AND SAFETY</p> <p>14.01 <i>The parties acknowledge the application of the Occupational Health and Safety Act. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.</i></p> <p>14.02 The Employer and the Union are sensitive to the potential of violence in the workplace. The parties shall discuss methods of addressing the issue. The Employer shall implement mutually agreed upon measures to protect employees from violence at work.</p> <p>14.03 The joint health and safety committee system shall include:</p> <ul style="list-style-type: none"> a) Joint health and safety committees at each workplace where there are twenty (20) or more employees, shall consist of 2 representative from the union and 2 representatives from management, or such smaller numbers as jointly agreed upon by the parties. At the least, the committees and the members of the committees shall have all those entitlements, rights, functions and powers provided by the <i>Occupational Health and Safety Act</i>. b) In workplaces with less than 20 employees, the Union shall appoint a worker to be the worker Health and Safety representative. <p>14.04 <i>The Employer shall endeavour to respond to ergonomic concerns in</i></p>

	<p><i>the provision of equipment in the workplace.</i></p> <p>14.05 <i>The Employer shall continue its current practice of ensuring that all computer monitors used in the workplace shall comply with an industry standard emission test protocol. Upon request by the Union, the Employer shall provide a copy of whatever test report is available to the Employer.</i></p> <p>14.06 <i>After each hour of continuous keyboard operation of a computer terminal, an employee shall be entitled to a relief from such duties for a period of ten (10) minutes.</i></p> <p>14.07 <i>At the beginning of assignment to a computer monitor and annually thereafter, a computer monitor operator who is regularly required to operate a computer monitor for two (2) hours or more per day shall be entitled to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:</i></p> <ul style="list-style-type: none"> <i>(a) unaided visual acuity (letter chart test)</i> <i>(b) refractive findings</i> <i>(c) corrected visual acuity</i> <i>(d) amplitude accommodation</i> <i>(e) suppression</i> <i>(f) muscle balance (near, one meter, distant)</i> <i>(g) slit lamp biomicroscopy</i> <p><i>The cost of the eye examination shall be borne by the Employer (up to the OHIP rate), and the computer monitor operator shall authorize release of a copy of the examination report to the Employer.</i></p> <p>14.08 <i>The Employer shall endeavour to accommodate a request by a pregnant employee for reassignment from duties in operating a computer terminal during her pregnancy. If reassignment cannot be accommodated, the employee may remain in her current assignment, or take unpaid leave until the commencement of pregnancy leave.</i></p>
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<p>14.10 The Employer agrees to develop and implement, after consultation with the Union, an Employee Assistance Program.</p> <p>No equivalent language.</p>	<p>(N.B. See Letter of Understanding RE: Safety Equipment)</p> <p>14.09 The Employer and the Union agree to jointly develop and implement an Employee Assistance Program (EAP). The cost of this program shall be borne by the Employer.</p> <p>14.10 The Employer shall not assign employees to work at home on a consistent basis, without prior agreement with the Union on guidelines for working at home.</p>
<p>15.01 The normal work week for regular employees shall ordinarily consist of 36 and one quarter (36¼) hours per week.</p> <p>15.02 The Employer may establish a work week that includes days of work that exceed eight hours in the day, subject to the approval of the Director of Employment Standards.</p> <p>15.03 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules. The Employer may, in its discretion, establish flexible working arrangements.</p> <p>No equivalent language.</p> <p><i>Same as Employer's 15.04.</i></p> <p>No equivalent language.</p>	<p>ARTICLE 15 – HOURS OF WORK</p> <p>15.1 HOURS OF WORK</p> <p>15.1.1 For all bargaining unit classifications the normal hours of work for employees shall be thirty-six and one-quarter (36.25) hours per week and seven and one-quarter (7.25) hours per day.</p> <p>15.1.2 An employee's regular work day shall not be changed without the consent of the employee.</p> <p>No equivalent language.</p> <p>15.1.3 There shall be no split shifts.</p> <p>15.1.4 <i>There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.</i></p> <p>15.2 DAYS OFF</p> <p>15.2.1 There shall be 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 upon between the employee and OPAC. Every effort will be made to schedule these days</p>

<p>No equivalent language.</p>	<p>as Saturday and Sunday.</p>
<p>No equivalent language.</p>	<p>15.3 PREMIUMS</p> <p>15.3.1 An employee shall receive a premium of ninety (90¢) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the ninety cents (90¢) per hour premium shall be paid for all hours worked.</p>
<p>No equivalent language.</p>	<p>15.3.2 An employee shall receive a premium of one dollar (\$1.00) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the one dollar (\$1.00) per hour premium shall be paid for all hours worked.</p>
<p>No equivalent language.</p>	<p>15.3.3 Premiums shall not be considered as part of an employee's basic hourly rate.</p>
<p>No equivalent language.</p>	<p>15.4 REST PERIODS</p> <p>15.4.1 Each employee will be entitled to a twenty minute break during each three and one-half (3½) hours of work. The Employer will not require this break to be taken at the commencement or end of a three and one-half hour period, or in conjunction with the meal break. If an employee does not use their break, it is not banked as time off.</p>
<p>15.05 Subject to 15.06, authorized work performed in excess of 36 and one quarter hours in any week shall be compensated as follows:</p> <p>a) For employees in classifications listed in Schedule A, authorized work performed in excess of 36¼ hours in any week shall be paid at time and one-half the employee's regular hourly rate;</p> <p>b) For all other employees, authorized work performed in</p>	<p>15.5 OVERTIME</p> <p>15.6.1 Authorized work performed in excess of the regularly scheduled hours shall be credited at time and one-half the employee's regular hourly rate for a work period of at least one-quarter hour in a day over the normal daily hours designated by the Employer.</p>

excess of 36¼ hours but equal to or less than 44 hours in any week shall be paid at the employee's straight time hourly rate, and authorized work performed in excess of 44 hours in any week shall be paid at time and one-half the employee's regular hourly rate.

15.06 Notwithstanding 15.05, with the approval of the Employer hours worked in excess of 36¼ hours in any week may be compensated by time-off at the rate of one hour off for each hour worked, or one and one-half hours off for each hour worked, as appropriate, such time to be taken as such time and in such manner as the Employer may specify. The Employer may require that time-off that is not taken be paid.

15.07 Employees who perform authorized work on Sunday shall be paid at double the employee's regular hourly rate.

No equivalent language.

No equivalent language.

No equivalent language.

15.08 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time, and when overtime is required, the Employer may assign overtime. The Employer will attempt to advise employees of required overtime as far in advance as is practical.

15.6.2 The employee may either request payment or lieu time for authorized work in excess of the regularly scheduled hours. Lieu time is to be taken at a time mutually agreed upon with the immediate supervisor or manager. Failing agreement, the employee shall reasonably determine the time of the compensating leave. Any accumulation remaining on March 31 of any year will be paid out at the salary rate in effect on March 31, if the time was not taken off.

15.6.3 Employees shall be entitled to payment at the overtime rate of time and one-half the employee's hourly rate for all authorized work performed on Saturdays, and double the employee's hourly rate for all authorized work performed on Sundays.

15.6.4 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.

15.6.5 All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

15.6.6 Overtime shall be paid within one (1) month of the pay period within which the overtime was actually worked.

No equivalent language.

15.7 FLEXIBLE HOURS OF WORK

<p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p>	<p>15.7.1 Flexible hours of work, or flextime, is a system designed to provide for the individual preferences and work habits of employees while at the same time ensuring the efficient operation of the Employer's services. Flextime is available to those employees who are not listed on Schedule A.</p> <p>15.7.2 Flexible hours will be implemented only after mutual agreement is secured between the employee who wishes flexible hours of work and the Employer. A request for flexible hours of work shall not be unreasonably denied.</p> <p>15.7.3 Employees at their discretion shall be allowed to work up to two (2) hours less or more per day, in order to make up lost time or to earn credits for future use. Employees who work in excess of thirty-six and one-quarter (36.25) hours per week may carry excess leave forward for future use.</p> <p>15.7.4 In calculating flextime hours, days off, holidays and vacation shall be counted as seven and one-quarter (7.25) hours. Employees shall continue to accumulate sick leave and vacation credits at the regular rate.</p> <p>15.7.5 A compressed work week arrangement will be made available to those employees who are listed on Schedule A. The agreement will be negotiated between the parties and will be appended to this agreement.</p>
<p>16.01 Subject to 16.02, it is understood that traveling to and from work at the commencement of or at the end of assigned work shall not be compensated by the Employer. Travel by an employee on the Employer's business at other times, not during assigned working hours, shall not be considered work performed for the Employer and shall be compensated at the employee's regular hourly rate.</p> <p>16.02 Notwithstanding 16.01, the Employer shall pay for travel time to and from the employee's home and the place of work, at the</p>	<p>ARTICLE 16 – TRAVEL TIME</p> <p>16.01 Subject to 16.02, it is understood that traveling to and from work at the commencement of or at the end of assigned work shall not be compensated by the Employer. Travel by an employee on the Employer's business at other times, not during assigned working hours, shall be considered work performed for the Employer.</p> <p>16.02 Notwithstanding 16.01, the Employer shall pay for travel time to and from the employee's home and the place of work, at the</p>

<p>employee's regular hourly rate, at the commencement of and at the completion of the day's work, in the following circumstances:</p> <p>No equivalent language.</p> <p>No equivalent language.</p>	<p>commencement of and at the completion of the day's work, in the following circumstances:</p> <p>(a) <i>unless instructed otherwise, the employee shall travel directly to the place of work from the employee's home, and vice versa, by the shortest route;</i></p> <p>(b) <i>where the distance so traveled is equal to or less than the distance between the employee's home and the employee's headquarters, no travel time shall be credited or paid for;</i></p> <p>(c) <i>where the distance so traveled is greater than the distance between the employee's home and the employee's headquarters, travel time shall be credited and paid for on the basis of the difference between the distance so traveled and the distance between the employee's home and the employee's headquarters.</i></p> <p>16.03 <i>When sleeping accommodation is provided, it is understood that time spent at that location after arrival and before departure is not considered to be travel time nor work time, unless work is assigned.</i></p> <p>16.04 When travel is by public carrier, except municipally operated transit systems, time will be credited from two hours before the scheduled time of departure of the carrier until two hours after the actual arrival of the carrier at the destination.</p> <p>16.05 When an employee is required to travel on his or her regular day off or a holiday listed in Article 22 (Designated Holidays), he or she shall be credited with a minimum of four (4) hours.</p>
<p>16.04 If an employee is authorized to use his or her own automobile on the Employer's business that Employer shall pay 30 cents per kilometer in Southern Ontario and 30.5 cents in Northern Ontario. In circumstances governed by 16.02, these rates</p>	<p>ARTICLE – PERSONAL EXPENSES</p> <p>.1 If an employee is authorized to use his or her own automobile on the Employer's business the following rates shall be paid effective August 1, 1999:</p>

shall be paid for the distance as described in 16.02(c).	Southern Ontario \$0.35 / km Northern Ontario \$0.36 / km
No equivalent language.	.2 All tolls, fees, and parking related to business travel will be reimbursed to the employee who makes such payment.
No equivalent language.	.3 Employees will not be required to have personal vehicles available as a condition of their employment.
No equivalent language.	.4 Parking will be provided adjacent to the workplace at no cost to the employee requiring such facilities.
No equivalent language.	.6 Where overnight accommodation has been authorized in conjunction with the performance of regular duties, or attendance at training seminars and courses, employees are entitled to reasonable single-room accommodation. Where overnight accommodation has been authorized, and an employee chooses to use other than hotel accommodations, reimbursement of \$45.00 will be paid to the employee. Employees may not claim for additional travel time or mileage by choosing not to stay at a hotel which is closer to the worksite.
No equivalent language.	.7 Employees may charge reasonable laundry costs if they are on travel status for longer than five (5) working days.
No equivalent language.	.8 Provided that normal wear and tear or employee negligence are not the reasons, management shall determine and authorize reasonable reimbursement of cleaning and repair costs when employees' clothes are damaged or soiled in the course of performing their duties.
No equivalent language.	.9 Where employees are on work assignment that requires them to be away from home overnight, they will be allowed to charge, as an acceptable expense, the cost of one long distance telephone call to their homes for each night away from home.
	ARTICLE - MEAL ALLOWANCE
No equivalent language.	.1 If during a normal meal period the employee is travelling on the Employer's business or is working away from his/her assigned workplace, the meal allowance, without receipts, shall be paid

<p>No equivalent language.</p>	<p>as follows:</p> <p>Breakfast \$ 9.00 Lunch \$12.00 Dinner \$24.00</p> <p>If higher charges are incurred, receipts must be submitted and the employee will be reimbursed.</p> <p>OVERTIME MEAL ALLOWANCE</p> <p>.2 An employee who is required to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal. A reasonable time with pay shall be allowed the employee for the meal break.</p>
<p>No equivalent language.</p> <p>No equivalent language.</p>	<p>ARTICLE - COMMUTING</p> <p>.1 Where employees are temporarily assigned work outside of their regularly assigned workplace, employees within reasonable commuting distance may choose to commute rather than staying overnight in the new location. In such cases, travel time and kilometrage will be converted to a dollar amount and paid up to a maximum of the equivalent cost of hotel and meal costs. Such commuting will be outside of a normal work day.</p> <p>.2 ASSIGNMENTS OF MORE THAN ONE WEEK</p> <p>Where employees are on a work assignment which requires them to be away from home for more than one week at a time, and the employees choose to return home on the weekend(s) involved, the Employer shall reimburse expenses.</p>
<p>No equivalent language.</p>	<p>ARTICLE - MOVING EXPENSES ON TRANSFER / BUMPING</p> <p>.1 Definitions</p>

<p>No equivalent language.</p>	<p>Employee: As per Article of the Collective Agreement.</p> <p>Dependent: Any person who lives with an employee; who is either the spouse of an employee, a person for whom a personal exemption under the <i>Income Tax Act</i> may be claimed, or an unmarried child, stepchild, or legal ward.</p>
<p>No equivalent language.</p>	<p>.2 If the Employer moves an employee's work location by more than 40 kilometres and if the employee moves his or her principal residence so that it is at least 40 kilometres closer to the new work location, the employee shall be compensated for reasonable moving expenses arising from the move, as set out in Article .3 below. 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.</p> <p>.3 The Employer shall pay the following:</p> <ul style="list-style-type: none"> a) The cost of crating, unpacking, and transportation of household effects together with the cost of replacement value insurance. b) Transportation of employee and dependents to the new location: <ul style="list-style-type: none"> i) Transportation If an employee drives his/her vehicle, kilometrage shall be paid as per Article .1 (Personal Expenses). ii) Expenses en Route Reasonable accommodation and meal costs, incurred by the employee and his/her dependents, shall be reimbursed as per Articles .6 and .9 (Personal Expenses) and Article (Meal Allowance). c) An employee and his/her spouse will be reimbursed for

<p>No equivalent language.</p>	<p>the travelling expenses incurred, on a trip made for the purpose of locating suitable accommodations. Time off not exceeding five (5) days will be allowed. An employee will receive normal pay for up to three (3) of these days should these days be conducted on normal working days. No overtime, lieu time, compensating time or incidental expenses shall be earned or paid.</p> <p>d) Dependent children shall be paid fifty percent (50%) of the cost of meal allowances as per Article (Meal Allowance), and one hundred percent (100%) of the cost of accommodation if he/she/they accompany his/her/their parent(s).</p> <p>e) An allowance of ten per cent (10%) of gross annual salary 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.</p> <p>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.</p> <p>.4 In the event that spouses access the provisions of Article , there shall be no pyramiding of entitlements.</p>
<p><i>Entire Article Agreed.</i></p>	<p>ARTICLE 17 - EMERGENCY CALL IN</p> <p>17.01 <i>Where an employee has completed his regularly scheduled shift and is subsequently called back to work prior to the starting time of his next scheduled shift he shall be paid a minimum of four (4) hours' pay at one and one-half (1½) times his basic hourly rate.</i></p>
<p><i>Entire Article Agreed.</i></p>	<p>ARTICLE 18 - ON CALL DUTY</p> <p>18.01 <i>"On-Call Duty" means a period of time, that is not a period of assigned work, during which an employee is required to respond within a reasonable period of time to a request for recall to the</i></p>

	<p><i>workplace or for the performance of other work as required.</i></p> <p>18.02 <i>Where an employee is required to be on-call, he shall receive two dollars (\$2.00) per hour for all hours that he is required to be on-call.</i></p> <p>18.03 <i>No employee shall be required to be on-call unless such on-call duty was authorized by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.</i></p>
<p><i>Entire Article Agreed.</i></p>	<p>ARTICLE 19 - BEREAVEMENT LEAVE</p> <p>19.01 <i>In the event of a death in the immediate family, an employee, shall be granted up to three (3) days leave of absence from regularly scheduled work. Such leave shall be without loss of pay from regular hourly earnings. Immediate family shall mean spouse, parent, step-parent, parent-in-law, child, brother, sister, son/daughter-in-law, grandchild, grandparent, brother/sister-in-law, stepson/stepdaughter, ward or guardian.</i></p> <p>19.02 <i>An employee may be granted a one day bereavement leave with pay in the event of an uncle, aunt, niece or nephew.</i></p> <p>19.03 <i>In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in 19.01 and 19.02 above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.</i></p>
<p><i>Entire Article Agreed.</i></p>	<p>ARTICLE 20 - JURY DUTY</p> <p>20.01 <i>An employee called for jury duty or subpoenaed as a Crown witness or subpoenaed as a witness in a civil or criminal proceeding may, at his option:</i></p> <p>(a) <i>treat the absence as leave without pay and retain any fee he or she receives as a juror or as a witness; or</i></p>

	<p>(b) <i>deduct the period of absence from his or her vacation leave of absence credits or his or her accumulated compensating leave and retain any fee he or she receives as a juror or as a witness; or</i></p> <p>(c) <i>treat the absence as leave with pay and pay to the Employer any fee he or she has received as a juror or as a witness.</i></p> <p><i>For greater certainty, it is understood that this provision does not apply to arbitration or OLRB proceedings.</i></p>
<p><i>Entire Article Agreed.</i></p>	<p>ARTICLE 21 - SELF FUNDED LEAVE</p> <p>21.01 <i>An employee may apply to participate in the self funded leave plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years.</i></p> <p>21.02 <i>The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.</i></p> <p>21.03 <i>During the leave the employee's insured benefits will be continued where the employee continues to pay for his or her portion.</i></p> <p>21.04 <i>Subject to 21.05, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that he or she had attained when the leave commenced. If the position no longer exists the employee shall be assigned to a position at the same classification and level, in the same work location. If such a position cannot be found, the layoff and recall provisions of the agreement shall apply to the employee upon his or her return from leave.</i></p> <p>21.05 <i>Notwithstanding 21.04, where the layoff and recall provisions have</i></p>

	<p><i>application during the period of the leave, they shall apply to the employee in the same manner as if the employee were not on leave. In such circumstances, any notice to be given to the employee may be given to an officer of the Union.</i></p>
	<p>ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE</p> <p>Pregnancy Leave</p> <p>22.01 <i>The Employer shall grant leave of absence without pay to a pregnant employee who has served at least thirteen (13) weeks.</i></p> <p>22.02 <i>The leave of absence shall be in accordance with the provisions of the Employment Standards Act.</i></p> <p>22.03 <i>Vacation credits, seniority and service continue to accrue during the pregnancy leave.</i></p> <p>22.04 <i>An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of employment insurance pursuant to the Employment Insurance Act, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.</i></p> <p>22.05 <i>In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:</i></p> <p style="padding-left: 40px;">(a) <i>for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented, and</i></p> <p style="padding-left: 40px;">(b) <i>up to a maximum of fifteen (15) additional weeks, payments</i></p>

No equivalent language.

equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.

- (c) where, during the term of this Agreement, the *Employment Insurance* legislation is amended to provide further entitlement, then the time period as set out above will be amended accordingly.

22.06 The provisions of 21.04 and 21.05 are conditional upon, and subject to, regulatory requirements, if any, imposed by law.

22.07 An employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so. The employee whose benefits are continued shall pay to the Employer all contributions which the employee is required to make. Failure to pay such contributions shall result in coverage being discontinued.

22.08 An employee returning from a leave of absence shall be assigned to the position she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.

Parental Leave

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

22.10 The leave of absence shall be in accordance with the provisions of

the Employment Standards Act.

- 22.11 *Vacation credits, seniority and service continue to accrue during the parental leave.*
- 22.12 *An employee who is entitled to parental leave and who provides the Employer with proof that he/she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act, (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.*
- 22.13 *In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:*
- (a) For the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his/her progression on the wage grid, and any negotiated or amended wage rates for his/her classification as they are implemented,*
 - (b) Up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the leave, which shall also include his/her progression on the wage grid. and any negotiated or amended wage rates for his/her classification as they are implemented,*
 - (c) Where the employee provides proof that he/she is receiving an additional five (5) weeks of Employment Insurance because the child is six months or older at the time of the*

<p>No equivalent language.</p>	<p><i>child's arrival in the employee's home or placement for the purpose of adoption or because the child suffers from a physical, psychological or emotional condition requiring longer parental care, then the employee will also receive an additional five (5) weeks of supplement as provided in (b) above.</i></p> <p>(d) <i>Where, during the term of this Agreement, the Employment Insurance legislation is amended to provide further entitlement, then the time period as set out in (b) above will be amended accordingly.</i></p> <p>22.14 <i>The provisions of 22.10 and 22.11 are conditional upon, and subject to, regulatory requirements, if any, imposed by law.</i></p> <p>22.15 <i>An employee on parental leave shall have his/her benefits coverage continued unless the employee elects in writing not to do so. The employee whose benefits are continued shall pay to the Employer all contributions which the employee is required to make. Failure to pay such contributions shall result in coverage being discontinued.</i></p> <p>22.16 <i>An employee returning from a parental leave shall be assigned to the position he/she most recently held, if it exists, or to a comparable position if it does not, and continue to be paid at the step in the salary range that he/she would have attained had he/she worked during the leave.</i></p> <p>General</p> <p>22.17 <i>An employee entitled to pregnancy leave, parental leave, or both, and who takes such leave or leaves, shall be entitled upon application for an extension, without pay, of the leave or leaves, provided that the total period of leave or leaves, in the aggregate, does not exceed forty-three (43) weeks.</i></p>
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<p>23.01 Employees shall be entitled to the following holidays with pay:</p> <table border="0"> <tr> <td>New Year's Day</td> <td>Labour Day</td> </tr> <tr> <td>Good Friday</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Victoria Day</td> <td>Christmas Day</td> </tr> <tr> <td>Canada Day</td> <td>Boxing Day</td> </tr> <tr> <td>Civic Holiday</td> <td></td> </tr> </table> <p>2 Floating Holidays for each employee to be scheduled by the Employer.</p> <p>23.02 Pay shall be computed on the basis of the number of hours the employee would otherwise have worked (up to a maximum of eight (8) hours) at the employee's regular hourly rate of pay.</p> <p>No equivalent language.</p> <p>23.03 If an employee is required to work a shift on a public holiday as defined in .1, he/she will be paid at double his regular hourly rate and in addition, shall receive a day off with pay at a time agreed upon, or in default of agreement, as scheduled by the Employer.</p> <p>23.04 In order to qualify for holiday pay the employee must work the full scheduled hours of work on the work day immediately</p>	New Year's Day	Labour Day	Good Friday	Thanksgiving Day	Victoria Day	Christmas Day	Canada Day	Boxing Day	Civic Holiday		<p>ARTICLE 23 – DESIGNATED HOLIDAYS</p> <p>.1 Employees shall be entitled to the following holidays with pay:</p> <table border="0"> <tr> <td>New Year's Day</td> <td>Labour Day</td> </tr> <tr> <td>Good Friday</td> <td>Thanksgiving Day</td> </tr> <tr> <td>Victoria Day</td> <td>Christmas Day</td> </tr> <tr> <td>Canada Day</td> <td>Boxing Day</td> </tr> <tr> <td>Civic Holiday</td> <td></td> </tr> </table> <p>3 Floating Holidays for each employee to be scheduled by the employee.</p> <p>Any special holiday as proclaimed by the Governor General or Lieutenant Governor.</p> <p>In addition to the paid holidays listed above, the last regular working day before December 25 and January 1 shall be days off with pay.</p> <p>No equivalent language.</p> <p>.2 Except as provided in Article .3 when a holiday specified in Article .1 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.</p> <p>.3 If an employee is required to work a shift on a public holiday as defined in .1, he/she will be paid at double his regular hourly rate and in addition, shall receive a day off with pay at a time agreed upon.</p> <p>No equivalent language.</p>	New Year's Day	Labour Day	Good Friday	Thanksgiving Day	Victoria Day	Christmas Day	Canada Day	Boxing Day	Civic Holiday	
New Year's Day	Labour Day																				
Good Friday	Thanksgiving Day																				
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Civic Holiday																					

<p>preceding and immediately following the holiday unless excused by the Employer, or an employee was absent due to:</p> <ul style="list-style-type: none"> a) bereavement leave; b) court duty leave; c) regularly scheduled vacation; d) confined to a hospital on one or both of the qualifying days verified to the satisfaction of the Employer. <p>23.05 An employee who has undertaken to work on any of the above holidays and fails to report for work shall forfeit all pay for that day unless his absence is due to illness verified by a medical certificate as required by the Employer or otherwise provides a reason satisfactory to the Employer.</p>	<p>No equivalent language.</p>
<p>24.01 Vacation credits shall be awarded to employees according to the following levels:</p> <ul style="list-style-type: none"> a) During the first eight (8) years of service, the employee shall receive 15 days vacation and vacation pay (1.25 days per month). b) After eight (8) years of service, the employee shall receive 20 days vacation and vacation pay (1.67 days per month). c) After 15 years of service, the employee shall receive 25 days vacation and vacation pay (2.08 days per month). d) After 26 years of service, the employee shall receive 30 days vacation and vacation pay (2.5 days per month). <p>Vacation credits are advanced to the employee on January 1 of each year. In the event of separation for any cause, an employee is required to reimburse the Employer for any vacation time taken but not earned.</p>	<p>ARTICLE 24 – VACATIONS AND VACATION CREDITS</p> <p>.1 An employee shall earn vacation credits at the following rates:</p> <ul style="list-style-type: none"> (a) One and two-thirds (1-2/3) days per month during the first eight (8) years of continuous service; (b) Two and one-twelfth (2-1/12) days per month after eight (8) years of continuous service; (c) Two and one-half (2-1/2) days per month after fifteen (15) years of continuous service; (d) Two and three-quarters (2-3/4) days per month after twenty (20) years of continuous service.

No equivalent language.

See 24.01 – last paragraph (above).

24.05 An employee may, with the prior written approval of the Employer, carry over up to one(1) years' vacation entitlement which must be utilized in the following year. Any vacation carried forward that has not been so utilized shall be paid out at the end of the year in which it was to have been taken.

No equivalent language.

.2 An employee is entitled to vacation credits under Article .1 in respect of a month or part thereof in which he or she is at work or on leave with pay.

.4 An employee shall be credited with his or her vacation for a calendar year at the commencement of each calendar year.

.5 An employee may accumulate vacation to a maximum of twice his or her annual accrual but shall be required to reduce his or her accumulation to a maximum of one (1) year's accrual by December 31 of each year.

24.02 For greater certainty, it is understood that, for the purpose of this Article, continuous service with the Employer shall include continuous service with the Ontario Public Service prior to December 31, 1998, for employees who were employed by the Ministry of Finance immediately prior to becoming employees of the Employer on December 31, 1998.

24.04 In addition to the vacation entitlement specified in 24.01, an employee who completes 25 years of continuous service with the Employer shall be granted an additional 5 days of vacation with vacation pay of 5 days' pay at the employee's regular hourly rate, to be taken within the 12 month period after attaining 25 years' service. These vacation days are earned and taken once only, and cannot be carried forward.

.11 An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to his or her credit at the date he or she ceases to be an employee, or at the date he or she qualifies for payments under the Long Term Income Protection plan as defined under Article (Long Term Income Protection), and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.

<p>24.09 It is understood that the Employer may at any time change a Plan or substitute another carrier for any Plan (other than OHIP) provided that value of the benefits conferred thereby are not in total decreased. Before making such a change or substitution, the Employer shall notify the Union to explain the proposed change.</p>	<p>ARTICLE - BENEFITS CARRIER</p> <p>24.09 The Employer maintains the right to select the carrier for the insurable benefits program, provided that the benefits conferred thereby are identical and not decreased as a result of such selection, except with the agreement of the Union.</p>
<p>No equivalent language.</p> <p>See Employer's Article 5.</p> <p>No equivalent language.</p> <p>No equivalent language.</p>	<p>ARTICLE - INSURED BENEFITS PLANS – GENERAL</p> <p>COMMENCEMENT OF COVERAGE</p> <p>.1 Employees will be insured for Basic Life, Supplementary and Dependent Life (when elected), Long Term Income Protection, and Supplementary Health and Hospital benefits effective the first of the month immediately following two (2) months' continuous service. Benefits will be on a pro-rata basis for part-time employees.</p> <p>.1.1 Temporary employees shall be insured for all benefits, except for Article (Long Term Income Protection), effective the first of the month immediately following two (2) month's continuous service.</p> <p>24.11 <i>It is understood that, for the purpose of the insured benefit plans, the term "spouse" shall include, where the context requires, a same-sex spouse.</i></p> <p>COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY</p> <p>.2 During leaves of absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection, and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage.</p> <p>DAYS OF GRACE</p> <p>.3 There is a thirty-one (31) day grace period following termination</p>

<p>No equivalent language.</p>	<p>during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.</p> <p>.4 The Employer shall make available to employees, on a reasonable basis, explanatory pamphlets and/or booklets, relating to the following:</p> <ul style="list-style-type: none"> - Life Insurance (including Supplemental Life) - Ontario Health Insurance Plan - Short Term Disability - Long Term Income Protection - Dental Plan - Pension Plan - Liability Insurance - Vision Care Plan - Hearing Care Plan
<p>24.01 During the term of this Agreement, the Employer shall pay one hundred percent (100%) of the premiums of the current basic life insurance plan to provide for term insurance coverage of 75% of annual salary or \$10,000, whichever is greater, subject to the eligibility requirements and terms and conditions of the Plan.</p>	<p>ARTICLE - BASIC LIFE INSURANCE</p> <p>24.01 During the term of this Agreement, the Employer shall pay one hundred percent (100%) of the premiums of the current basic life insurance plan to provide for term insurance coverage of 100% of gross annual salary, subject to the eligibility requirements and terms and conditions of the Plan.</p>
<p>24.02 <i>During the term of this agreement, the Employer will make available supplementary life insurance on a voluntary basis in amounts of one, two, or three times annual salary, subject to the eligibility requirements and terms and conditions of the Plan. The employee shall pay 100% of the premiums through payroll deductions.</i></p> <p>24.03 During the term of this agreement, the Employer will make available dependent life insurance of \$1,000 on spouse and/or \$500 per child, or \$2,000 on spouse and/or \$1,000 per child, subject to the eligibility requirements and terms and conditions</p>	<p>ARTICLE - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE</p> <p><i>Agreed.</i></p> <p>.4.1 Employees, at their option, may purchase life insurance for spouses and dependents in the amount of ten thousand dollars (\$10,000) on the employee's spouse and/or five thousand dollars (\$5000) on each dependent child. The employee pays</p>

<p>of the Plan. The employee shall pay 100% of the premiums through payroll deduction.</p>	<p>the full premium for this coverage.</p>
<p>24.04 During the term of this agreement, the Employer shall pay 100% of the premiums for the current supplementary health and hospital plan (except vision and hearing care), subject to the eligibility requirements and terms and conditions of the Plan.</p> <p>24.05 During the term of this agreement, the Employer shall pay 60% of the premiums for the current vision and hearing care plan, providing coverage for prescription eyewear of \$200 over a two year period; \$200 lifetime limit for hearing aides; 100% of the cull cost of the first corrective lenses or hearing aid needed due to injury; subject to the eligibility requirements and terms and conditions of the Plan. The balance of the premiums shall be paid by the employee by payroll deduction.</p>	<p>ARTICLE - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE</p> <p>.1 The Employer shall pay one hundred percent (100%) of the monthly premiums of the Supplementary Health and Hospital Plan.</p> <p>The Union is looking for the following improvements to the Supplementary Health and Hospital Plan:</p> <ul style="list-style-type: none"> - reimbursement of 100% of the cost of prescribed drugs and medicines - 100% of the cost of semi-private accommodation - charges for accommodation, for employees 65 and over, in a licenced chronic or convalescent hospital up to \$35 per day - charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and masseur (if licenced and practicing within the scope of their licence) not subsidized by OHIP, to a maximum of \$30.00 per visit. - charges for the services of a psychologist, to a maximum of \$35 per half-hour - 50% of the cost of repair (including batteries) and modifications to purchased wheel chairs <p>.3 The Employer agrees to pay 100% of the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan. This coverage provides for vision care (maximum two hundred dollars [\$200.00] per person per year) and the maintenance and purchase of hearing aids and hearing aid batteries (maximum one thousand dollars [\$1,000] per person per year).</p>

<p>24.06 During the term of this agreement, the Employer shall pay 100% of the premiums for the current dental care plan which generally provides as follows:</p> <ul style="list-style-type: none"> a) preventative at 85% of costs; b) major restoration of 40% of costs, to a maximum of \$1,000 per calendar year; c) orthodontic at 50% of costs, to a maximum of \$3,000 per child for lifetime; d) dentures at 50% of costs, to a lifetime maximum of \$3,000. <p><i>Coverage is subject to the eligibility requirements and terms and conditions of the Plan.</i></p>	<p>ARTICLE - DENTAL PLAN</p> <p>BENEFITS</p> <p>24.06 During the term of this agreement, the Employer shall pay 100% of the premiums for the dental care plan which generally provides as follows:</p> <ul style="list-style-type: none"> (a) preventative of 85% of costs; <p>The Union is seeking the following improvement to the dental care plan:</p> <ul style="list-style-type: none"> - pit and fissure sealant <ul style="list-style-type: none"> (b) major restoration at 60% of costs, to a maximum of \$2,500 per calendar year, including, but not limited to, crowns and bridges; (c) orthodontic at 50% of costs, to a lifetime maximum of \$5,000; (d) dentures at 75% of costs, to a lifetime maximum of \$5,000.
<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: POST-RETIREMENT BENEFITS</p> <p>Dear Sir,</p> <p>This will confirm the following understanding regarding post-retirement benefits for employees who were employed by the Ministry of Finance immediately prior to becoming employees of the Employer on December 31, 1998:</p>	<p>ARTICLE - POST-RETIREMENT INSURED BENEFITS</p> <p>.1 Employees who have 10 years service with the OPS pension plans will continue to be eligible for such benefit coverage through the OPS pension arrangements. For employees with less than 10 years service with the OPS pension plans, the Employer will provide post-retirement insured benefits coverage for life. Where OPAC benefits coverage is superior to that provided by the OPS pension plans, the Employer shall pay the difference.</p>

<p>a) Employees who have ten (10) years service with the OPS Pension Plans will continue to be eligible, upon retirement from OPAC, for benefit coverage through the OPS Pension arrangements, such coverage to be in accordance with the OPS benefit plans in effect at the date of retirement;</p> <p>b) For employees with less than ten (10) years service with the OPS Pension Plans, the Employer undertakes to arrange, as soon as possible, lifetime coverage upon retirement from OPAC, for basic life insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan, such coverage to be in accordance with the OPAC plans in effect at the date of retirement. Such coverage shall be at the level the employee enjoyed at the date of retirement, and subject to the same premium sharing arrangements in effect at the date of retirement.</p> <p>For employees who were hired on or after December 31, 1998, the Employer undertakes to arrange, as soon as possible, post-retirement coverage to age 65, upon retirement from OPAC, for Basic life insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan, such coverage to be in accordance with the OPAC plans in effect at the date of retirement. Such coverage shall be at the level the employee enjoyed at the date of retirement, and subject to the same premium sharing arrangements in effect at the date of retirement.</p> <p>Yours truly,</p> <p>Eric Preston Vice-President Corporate and Human Resources</p>	<p>.2 Post-retirement insured benefits shall include Basic Life Insurance, Supplementary Health and Hospital Insurance, and the Dental Plan.</p>
<p>No equivalent language.</p>	<p>ARTICLE - WORKPLACE SAFETY AND INSURANCE</p> <p>.1 Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the <i>Workplace Safety and Insurance Act</i>, his or her salary shall continue to be paid for a period not exceeding thirty (30) days.</p>

<p>No equivalent language.</p>	<p>If an award is not made, any payments made under the foregoing provisions in excess of that to which he or she is entitled under Articles .1 and .6 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.</p>
<p>No equivalent language.</p>	<p>.2 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the <i>Workplace Safety and Insurance Act</i>, his or her salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against his or her credits.</p>
<p>No equivalent language.</p>	<p>.3 Where an award is made under the <i>Workplace Safety and Insurance Act</i> to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in Article .2 and the employee has accumulated credits, his or her regular salary may be paid and the difference between the regular salary paid after the period set out in Article .2 and the compensation awarded shall be converted to its equivalent time and deducted from his or her accumulated credits.</p>
<p>No equivalent language.</p>	<p>.4 Where an employee receives an award under the <i>Workplace Safety and Insurance Act</i>, and the award applies for longer than the period set out in Article .2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award.</p>
<p>No equivalent language.</p>	<p>.5 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the <i>Workplace Safety and Insurance Act</i>, the employee shall not be entitled to a leave of absence with pay under Article (Short Term Sickness Plan) as an option following the expiry of the application of Article .2.</p>

<p>24.07 During the term of this agreement, the Employer shall pay 85% of the premiums for the current long-term disability plan, which will provide coverage of 66 2/3% of the employee's gross salary, and an annual cost of living adjustment of up to 2% based on the annual change in the cost of living, subject to the eligibility requirements and terms and conditions of the Plan. The balance of the premiums shall be paid by the employee by payroll deduction. Long-term disability payments shall be reduced by the total of other disability or retirement benefits that are payable under any other plan, including CPP and WSIB benefits.</p>	<p>ARTICLE - LONG TERM INCOME PROTECTION</p> <p>.1 The Employer shall pay 100% of the monthly premium of the Long Term Income Protection (L.T.I.P.) plan.</p> <p>.2.2 L.T.I.P. benefits shall be increased for each employee by an amount equal to negotiated wage increases.</p>
<p>No equivalent language.</p>	<p>ARTICLE - JOINT INSURANCE BENEFITS REVIEW COMMITTEE</p> <p>.1 The parties agree to establish a Joint Insurance Benefits Review Committee. The terms of reference are set out in Appendix (Joint Insurance Benefits Review Committee) attached. <i>(N.B. Language presumes participation in the OPSEU Joint Trusteed Benefit Plan)</i></p>
<p>24.12 Employees shall not suffer any loss of regular pay for up to six (6) days in a calendar year when an employee is absent on account of illness and would be otherwise scheduled to work. Employees shall be reimbursed for 75% of regular pay for up to and additional 124 days. Employees may choose to have one-quarter (¼) day deducted from vacation credits, if any, to top up sick leave from 75% to 100% of regular pay. Payments under this provision are subject to such medical evidence, if any, as the Employer may require.</p>	<p>ARTICLE - SHORT TERM SICKNESS PLAN</p> <p>24.12 Employees shall not suffer any loss of regular pay for up to six (6) days in a calendar year when an employee is absent on account of illness and would be otherwise scheduled to work. Employees shall be reimbursed for 75% of regular pay for up to and additional 124 days. Employees may choose to have one-quarter (¼) day deducted from vacation credits or overtime credits, if any, to top up sick leave from 75% to 100% of regular pay. After seven (7) days' absence caused by illness, a medical certificate may be requested where abuse is suspected.</p>
<p>No equivalent language.</p>	<p>ARTICLE - LEAVE CREDITS REPORTS</p> <p>.1 As soon as practicable following the end of each quarter, every employee shall be advised of the number of vacation, overtime</p>

	and sick leave days to which he or she is entitled.
<p>24.08 Where an employee with greater than six (6) months continuous service dies, there shall be paid to the employee's personal representative or Estate, the sum of:</p> <p>a) One-twelfth (1/12) of the employee's annual salary;</p> <p>b) The employee's normal salary for the period of vacation credits that have accrued to the time of death.</p> <p>The one-twelfth (1/12) annual salary shall be deducted from any Special Compensation Entitlement payable to the employee's estate.</p> <p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p> <p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: Special compensation entitlement on termination</p> <p>Dear Sir,</p>	<p>ARTICLE - TERMINATION PAYMENTS</p> <p>.1 An employee who ceases to be employed because of death, retirement, layoff, inability to perform his or her duties by reason of mental or physical incapacity, or any reason other than dismissal for cause will receive severance pay equal to one week of salary for each year of service. Years of service includes service with the Government of Ontario for those employees with less than 5 years service with the Government of Ontario as of December 31, 1998 and those employees who were previously unclassified when employed by the Government of Ontario.</p> <p>.2 Those employees who received termination payments from the Government of Ontario at the date of transfer to OPAC, will receive termination payments only for their years of service with OPAC.</p> <p>.3 The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when he or she ceases to be an employee.</p> <p>.4 Where an employee dies, the termination payment shall be paid to his or her named beneficiary or, if there is no named beneficiary, to his or her Estate.</p> <p>.5 Where a computation for severance pay involves part of a year, the computation of that part shall be made on a pro-rata basis.</p>

<p>This will confirm that full-time employees who accepted employment with OPAC at the time of the transfer December 31, 1998, or who accepted positions with OPAC as a result of competitions for approximately "29 Corporate Services positions" posted on or before December 31, 1999 will receive a special compensation entitlement on termination or death equal to one week per year of combined service with the OPS and OPAC to a maximum of 26 weeks less one week per year of OPS service for which termination or severance pay had been paid at the time of the transfer, multiplied by the OPAC salary at the time of the employee's termination. This includes any severance pay under the Employment Standards Act.</p> <p>This entitlement also applies to full-time Ministry of Finance employees who were on long-term disability prior to December 31, 1998 who have returned to work and commenced full-time employment with OPAC in the bargaining unit on or before December 31, 1999 or who were able to return to work on or before December 31, 1999 under a medically-approved rehabilitation program which will lead to full-time employment shortly thereafter.</p> <p>Yours truly,</p> <p>Eric Preston Vice-President Corporate and Human Resources</p>	
<p>No equivalent language. See Letter of Understanding Re: Job Description (below)</p>	<p>ARTICLE - JOB CLASSIFICATION AND RECLASSIFICATION</p> <p>.1.1 When a new position is established, the Provincial Union Management Committee shall be advised of the new position, along with information on the duties and responsibilities, and an interim rate shall be subject to negotiations between the Union and the Employer, and failing agreement, may be processed through the grievance procedure. Where the salary agreed to is above the interim salary, the difference shall be retroactive to the date of appointment in the new job.</p> <p>.1.2 Where the duties or volume of work in any classification are changed or increased to the extent that it appears that a change in the salary level is warranted, or where an employee considers that he or she is incorrectly classified, the salary for the changed</p>

	<p>position shall be the subject of discussion between the Union and the Employer. If the parties fail to reach agreement, the matter may be processed through arbitration. If it is established that a higher salary is appropriate, the new salary shall be retroactive to the date the position was submitted for review.</p> <p>.1.3 The request for such review shall be in writing.</p> <p>.2.1 The Employer, upon written request either by the employee or by the Union, shall make available all information and provide copies of all documents which are relevant to the grievance.</p> <p>See also Letter of Understanding Re: Job Description (below)</p>
<p>No equivalent language.</p>	<p>ARTICLE - INSURED BENEFITS GRIEVANCE</p> <p>.1.1 An allegation that the Employee has not been provided with an insured benefit that has been contracted for in this Agreement shall be pursued through the grievance procedure.</p>
<p>26.01 The wage rates for employees covered by this Agreement shall be as set out in Appendix A which is attached to and forms part of this Agreement.</p> <p>26.02 In addition to the rates set out in Appendix A, the Employer may establish performance-based payments for such classifications of employees as it may determine, on such terms and conditions as it may specify. The Employer shall advise the Union as the creation, amendment or discontinuance of such payments.</p> <p>26.03 Where the Employer creates a new classification within the Bargaining Unit, it shall advise the Union of the rate for the classification as soon as possible.</p>	<p>ARTICLE 26 – SALARY</p> <p>.1 See Wage Proposal under Appendix A.</p> <p>.2 Employees shall progress in accordance with the increments set out in Appendix A on the anniversary date of hire.</p> <p>Eligibility for the first increment is to be effective from the date of hire as follows:</p> <p>a) The first increment on completion of six (6) months probation.</p> <p>b) The second increment on completing twelve (12) months from the anniversary date of hire.</p> <p>Subsequent increments are annual from (b) above, with the exception of the Property Assessor 1 and Statistician 1 classifications for which subsequent increments are every six (6) months from (b) above.</p>

	<p>.3 The salary increases shall be retroactive and payable from their effective dates on a full or pro-rata basis to all employees who are or were employed during the relevant periods and shall apply to all overtime worked.</p> <p>.4 The Employer will make every reasonable effort to implement the salary increases within thirty (30) days of ratification.</p> <p>.5 The parties agree to co-operate to facilitate the expeditious implementation of this agreement.</p> <p>.6 It is agreed that all employees shall be paid every second Thursday. The Employer shall endeavour to include payment for overtime worked in the first pay period following the pay period in which the overtime was worked.</p>
<p>27.03 Leaves of absence with or without pay may be granted at the discretion of the Employer.</p>	<p>ARTICLE 27 – GENERAL</p> <p><i>27.01 A newly hired employee shall be advised of the name and work location of his/her union steward.</i></p> <p><i>27.02 An employee is entitled to receive a copy of his/her written performance appraisal.</i></p> <p>27.03 Leaves of absence with or without pay may be granted at the discretion of the Employer, which shall be exercised in a reasonable manner.</p> <p><i>27.04 The Union shall have reasonable access to bulletin boards for the posting of union notices. It is understood that materials posted will be approved in advance of posting by a union official.</i></p> <p><i>27.05 The Employer, employees, and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code.</i></p> <p>All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex or sexual orientation by his or her Employer or agent of the Employer or by</p>

<p>27.10 Where an employee has been directed to attend a specific course, the Employer shall pay normal expenses (pursuant to its usual policy) including the base salary.</p> <p>No equivalent language.</p>	<p>another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome.</p> <p><i>27.06 An employee may examine his personnel file, or may authorize, in writing, another person to examine the file. Such examination shall be during normal business hours and shall be on the employee's own time, and where another person is authorized to examine the file, and that other person is an employee, it shall be on that person's own time.</i></p> <p><i>27.07 Employees who have jobs in the same classification, and who can perform all the duties of each other's jobs, may apply to the Employer for permission to trade jobs. Where both employees and their respective managers agree to writing, jobs may be traded. The Employer will not incur any relocation or other expenses.</i></p> <p><i>27.08 The parties understand that printing the collective agreement should be minimized as a result of the availability of electronic distribution. The parties shall share equally the cost of printing a reasonable number of copies of the collective agreement to be mutually agreed.</i></p> <p><i>27.09 Whenever the term "spouse" is used in this Agreement, it includes common-law partners and same sex partners.</i></p> <p>27.10 The current policy on education reimbursement shall continue, however the parties acknowledge the need for revision to make this policy compatible with OPAC's needs. The Union Management Committee shall review this policy as quickly as possible and will make recommendations. The Employer agrees to develop methods of distributing such opportunities in a fair and equitable manner.</p> <p>The current policy for preparation and writing of examinations shall continue.</p> <p>27.11 The change in pension plans from the OPT to OMERS will result in many of the transferred employees being</p>
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<p>No equivalent language.</p> <p>No equivalent language.</p> <p>No equivalent language.</p> <p>26.11 The Local Union shall be advised every six months of all persons newly-hired by the Corporation into the bargaining unit and terminations from the bargaining unit.</p> <p><i>Same as Employer's 26.12.</i></p>	<p>disadvantaged in regards to the total amount of their pension entitlement. To correct this, the Union proposes that the Employer create a fund that will be used to compensate employees who transferred to OPAC from the government for the difference, if any, between what their total pension entitlement actually is OMERS plus OPT and what it would have been if all of their service had been with OMERS.</p> <p>27.12 Persons not in the bargaining unit shall not work on any jobs which are in the bargaining unit except in cases of instruction, emergency or when mutually agreed upon by both parties.</p> <p>27.13 The use of facilities and services of OPAC (such as duplicating, computer services including e-mail) shall be made reasonably available to the Union subject to priorities determined by OPAC in its discretion and subject to such charges for the use of such facilities and services as OPAC incurs to provide them.</p> <p>27.14 Subject to space availability, the Employer agrees to endeavour to provide space for meetings of the Local Union within OPAC offices.</p> <p>27.15 The Local Union shall be advised each month of all hires, changes in classification, terminations.</p> <p>27.16 <i>Upon request, an employee shall be entitled to a copy of his/her job description.</i></p>
<p>27.01 This Agreement shall continue in effect until the 31st day of December, 2002 and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date, of its desire to amend or terminate the Agreement.</p> <p>27.02 If notice of amendment or termination is given by either party in accordance with 27.01 above, the parties agree to meet for the</p>	<p>ARTICLE 28 – DURATION</p>

<p>purpose of negotiations within fifteen (15) days following receipt of such notification or such further period of time as may be agreed upon.</p>							
<p style="text-align: center;">SCHEDULE A</p> <p>Administration 1 Administration 2 Administration 3 Administration 4 Administration 5 Administration 6 Administration 7 Administration 8 Administration 9 Administration 10 Administration 11 Drafter 1 Drafter 2 Drafter 3</p>	<p>No equivalent language.</p>						
<p>Wage proposal:</p> <p>On ratification: 1.5% (excepting PA3a and PA3b) January 1, 2001: 1.5% (excepting PA3a and PA3b) January 1, 2002: 2.0% (excepting PA3a and PA3b) Signing bonus: see Letter of Understanding below</p> <p>Notes:</p> <p>a) Regular employees on the active payroll in classifications PA3a and PA3b shall receive lump sum payments (subject to statutory deductions) as follows:</p> <p>a) Effective on ratification, for employees on the active payroll on that date, an amount equal to 1.5% of the annual salary based on the straight-time hourly rate, pro-rated to reflect that number of months in the year 2000 remaining after the</p>	<p style="text-align: center;">APPENDIX A – WAGES</p> <p>Wage proposal:</p> <table data-bbox="1136 954 1495 1045"> <tr> <td>January 1, 1999</td> <td>3.0%</td> </tr> <tr> <td>January 1, 2000</td> <td>2.5%</td> </tr> <tr> <td>January 1, 2001</td> <td>2.5%</td> </tr> </table> <p>Plus COLA for any percentage increase of the CPI (Ontario) for 2000 to cover the difference between 2.5% and the CPI (Ontario), effective January 1, 2001.</p> <p>Place Property Assessor 4 wage schedule at parity with Property Assessor 5.</p> <p>\$500.00 lump sum annual payment to all employees who work in Toronto effective January 1, 2000.</p>	January 1, 1999	3.0%	January 1, 2000	2.5%	January 1, 2001	2.5%
January 1, 1999	3.0%						
January 1, 2000	2.5%						
January 1, 2001	2.5%						

<p>date of ratification.</p> <p>b) Effective on January 1, 2001, for employees on the active payroll on that date, an amount equal to 1.5% of the annual salary based on straight-time hourly rate.</p> <p>c) Effective on January 1, 2002, for employees on the active payroll on that date, an amount equal to 2% of the annual salary based on the straight-time hourly rate.</p> <p>The payments shall be paid as soon as reasonably possible after the effective dates. If the employee ceases to be employed after payment of the lump-sum, he/she shall refund to the Employer a pro-rated amount of the lump-sum based on the number of months left in the year after the lump-sum was paid.</p> <p>b) Temporary employees in classifications PA3a and PA3b shall receive a pro-rated amount of the lump sum payments referred to in 1., based on the number of hours worked in the year prior to the effective date of the payment, as compared to 1885 hours.</p> <p>c) There shall be annual review dates for all classifications except PA1 and STA1, which shall have semi-annual reviews.</p>	
<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: LUMP-SUM PAYMENT</p> <p>Dear Sir:</p> <p>This will confirm that all employees in the bargaining unit, who are on the active payroll on the date of certification, shall receive, as soon as reasonable possible after ratification, a lump-sum payment (subject to statutory deductions) as follows:</p> <p>a) regular employees - \$500</p> <p>b) temporary employees – a pro-rated amount of \$500, based on the number of hours worked in the year prior to the date of ratification, as compared to 1885 hours.</p>	<p>No equivalent language.</p>

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

RE: ARTICLES 11.01 and 24.02

Dear Sir:

It is understood that in addition to those persons who were employed by the Ministry of Finance immediately prior to becoming employees of OPAC on December 31, 1998 who shall be credited with seniority and service earned with the Ontario Public Service prior to December 31, 1998, the following persons shall be credited with seniority and service earned with the Ontario Public Service prior to the date of employment with OPAC, for the purposes of Articles 11 and 23:

Lisa Beauchamp-Yates	Human Resource – Head Office
Catherine Murray	Information Technology – Head Office
Steven Edwards	Finance – Head Office
Maddy Cooper	RAO 27
Donald Fertile	RAO 10
Angie Froehlich	RAO 15
Douglas Hawn	RAO 28
Ellen Kelly	Legislation & Policy – Head Office
Janice Lackey	RAO 9
Lucille Lucier	RAO 26
Elizabeth Mallette	RAO 28
Craig Rump	RAO 5
Elaine Stanley	RAO 9
Kathy Turville	RAO 19
Lina Vivaqua	RAO 15

It is understood that if Barb Hennesey (RAO 16) returns to full-time active employment on or before December 31, 2000, she shall be credited with seniority and service earned with the Ontario Public

No equivalent language.

<p>Service prior to her date of employment with OPAC, for the purposes of Articles 11 and 23.</p> <p>Yours truly,</p> <p>Eric Preston Vice-President Corporate and Human Resources</p>	
<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: Seniority – Temporary Employees</p> <p>Dear Sir:</p> <p>This will confirm that seniority for temporary employees will be calculated based on hours worked since commencement of contract employment with OPAC.</p> <p>During any leave of absence, with or without pay, seniority will accrue up to but not beyond the end of the first month in which such leave of absence commenced, previously earned seniority shall be maintained and an employee shall resume accumulation of seniority on his return.</p> <p>Yours truly,</p> <p>Eric Preston Vice-President Corporate and Human Resources</p>	<p>No equivalent language.</p>
<p>RE: Job Description</p> <p>Dear Sir:</p> <p>This will confirm that the Employer expects to have job descriptions for existing jobs within the Bargaining Unit completed within 6 months of the</p>	<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: Job Description</p> <p>Dear Madam:</p> <p>This will confirm that the Employer expects to have job descriptions for existing jobs within the Bargaining Unit completed within 6 months of the</p>

<p>date of ratification of the agreement. When they are completed, the Employer will provide them to the Union Co-Chair of the Union Management Committee.</p> <p>Upon request, an employee shall be entitled to a copy of his/her job description.</p> <p>Yours truly,</p> <p>Eric Preston, Vice-President Corporate and Human Resources</p>	<p>date of ratification of the agreement.</p> <p>Until such time as the new job descriptions are completed, the parties agree that the job descriptions in effect on December 30, 1998 shall be used.</p> <p>Where the duties or volume of work in any classification are changed to the extent that it appears that a change in the salary level is warranted, the salary shall be the subject of discussion between the Union and the Employer. If the parties fail to reach agreement, a grievance may be filed.</p> <p>Upon request, an employee shall be entitled to a copy of his/her job description.</p> <p>Yours truly,</p> <p>Eric Preston, Vice-President Corporate and Human Resources</p>
<p><i>Entire Letter agreed.</i></p>	<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p><i>The parties agree that the aggregate of Article 9.09 days for the period from the date of ratification to December 31, 2000 will be determined in accordance with the following formula:</i></p> <p style="text-align: center;"><i>(225 ÷ 24) X Months in Period = Days of Leave</i></p>
	<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: EAP Program</p> <p>Dear Sir,</p> <p>The parties agree that the Employee Assistance Program will meet the following objectives:</p> <ol style="list-style-type: none"> 1) The full cost of program to be borne by the Employer. 2) The program shall be available to all employees and their

	<p>immediate families.</p> <ol style="list-style-type: none"> 3) Participants will self-identify. 4) Each participant shall be guaranteed a minimum of 5 counselling sessions, annually. 5) The program shall be completely anonymous and confidential. 6) The program shall be implemented within 30 days of ratification. <p>Yours truly,</p> <p>Brian Gould, Senior Negotiator OPSEU</p>
<p><i>Entire Letter agreed.</i></p>	<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: BENEFITS PLANS</p> <p><i>Dear Madam:</i></p> <p><i>This will confirm the understanding that the intent of the Employer is to provide the same benefits that were provided by the Ministry of Finance to OPSEU-represented employees on December 30, 1998. This is subject to any alterations specifically mentioned in this collective agreement.</i></p> <p><i>Yours truly,</i></p> <p><i>Eric Preston</i> <i>Vice-President Corporate and Human Resources</i></p>
	<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: OPSEU Joint Trusteed Benefit Plan</p> <p>Dear Sir,</p>

<p>This will confirm that when the Employer tenders the insured Benefits, the carrier of the OPSEU Joint Trusteed Benefit Plan will have the opportunity to submit a tender on the same basis as any other carrier.</p>	<p>The Employer agrees that prior to the expiration date of this collective agreement it will provide, on a confidential basis, to the carrier of the Joint Trusteed Benefit Plan all such data that would normally be required for an insurer to calculate a price estimate for providing insurance. Should the quoted price prove to be the least expensive rate that the Employer can obtain for either; coverage identical to current provisions or ,coverage that has identical provisions plus other improvements, the Employer shall change carriers to the OPSEU Joint Trusteed Benefit Plan.</p> <p>Yours truly,</p> <p>Brian Gould, Senior Negotiator OPSEU</p>
<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: SAFETY EQUIPMENT</p> <p>Dear Sir:</p> <p>This will confirm that during the term of the Collective Agreement, the Corporation will adhere to the following policies regarding safety equipment and related matters:</p> <ul style="list-style-type: none"> (a) OPAC will reimburse, as required, to a maximum of \$72.50 the purchase of CSA approved footwear where the employee is assigned work that requires that safety footwear be worn; (b) Where an employee's duties require that he/she wear a hard hat, OPAC will provide a hard hat on a personal basis. Hard hats shall remain the property of OPAC. (c) Where required, OPAC will supply CSA approved eyeware from office stock; (d) Corporation vehicles will be certified for safety on an annual basis. A corporation vehicle that has in excess of 160,000 kilometres shall be certified for safety every 6 	<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: SAFETY EQUIPMENT</p> <p>Dear Sir:</p> <p>This will confirm that during the term of the Collective Agreement, the Corporation will adhere to the following policies regarding safety equipment and related matters:</p> <ul style="list-style-type: none"> (a) OPAC will reimburse, as required, to a maximum of \$100.00 the purchase of CSA approved footwear where the employee is assigned work that requires that safety footwear be worn; (b) Where an employee's duties require that he/she wear a hard hat, OPAC will provide a hard hat on a personal basis. Hard hats shall remain the property of OPAC. (c) Where required, OPAC will supply CSA approved eyeware from office stock; (d) Corporation vehicles will be certified for safety on an annual basis. A corporation vehicle that has in excess of 160,000 kilometres shall be certified for safety every 6

<p>months;</p> <p>(e) All Corporation vehicles will be supplied with a first aid kit.</p> <p>Yours truly,</p> <p>Eric Preston Vice-President Corporate and Human Resources</p>	<p>months;</p> <p>(e) All Corporation vehicles will be supplied with a first aid kit.</p> <p>Yours truly,</p> <p>Eric Preston Vice-President Corporate and Human Resources</p>
<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: EAP Program</p> <p>Dear Sir:</p> <p>The parties agree that the Employee Assistance Program will meet the following objectives:</p> <ol style="list-style-type: none"> 1. The full cost of the program to be borne by the Employer. 2. The program shall be available to all employees and their immediate families. 3. Participants will self-identify. 4. Each family unit shall be entitled to a maximum of five (5) counselling sessions annually. 5. The program shall be completely anonymous and confidential. 6. The program shall be implemented within ninety (90) days of ratification. <p>Yours truly,</p> <p>Eric Preston Vice-President Corporate and Human Resources</p>	<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: EAP Program</p> <p>Dear Sir:</p> <p>The parties agree that the Employee Assistance Program will meet the following objectives:</p> <ol style="list-style-type: none"> 1. The full cost of the program to be borne by the Employer. 2. The program shall be available to all employees and their immediate families. 3. Participants will self-identify. 4. Each family unit shall be entitled to a maximum of four (4) counselling sessions per family member annually. 5. The program shall be completely anonymous and confidential. 6. The program shall be implemented within forty-five (45) days of ratification. <p>Yours truly,</p> <p>Eric Preston Vice-President Corporate and Human Resources</p>
<p style="text-align: center;">LETTER OF UNDERSTANDING</p> <p>RE: Job description</p> <p>Dear Sir:</p>	

<p>This will confirm that the Employer has provided to the Union job descriptions for most jobs within t he Bargaining Unit. It is understood that job descriptions for some jobs that have not yet been finalized have not been done. The Employer will provide job descriptions for those jobs within 30 days after the jobs in question have been finalized.</p> <p>Upon request, an employee shall be entitled to a copy of his/her job description.</p> <p>Yours truly,</p> <p>Eric Preston, Vice-President Corporate and Human Resources</p>	
<p>No equivalent language.</p>	<p style="text-align: center;">APPENDIX</p> <p style="text-align: center;">JOINT INSURANCE BENEFITS REVIEW COMMITTEE</p> <p>1. Name of Committee</p> <p>The Committee shall be referred to as the Joint Insurance Benefits Review Committee.</p> <p>2. Purpose of Committee</p> <p>The purpose of this Committee is to facilitate communications between the Employer and the OPSEU on the subject of Group Insurance, including Basic Life Insurance, Supplementary Life Insurance, Extended Health Insurance, Long Term Income Protection Insurance, and such other negotiated benefits as may, from time to time, be included in the Group Insurance Plan.</p> <p>It is understood that the Group Insurance benefits to be provided to employees and the cost sharing arrangements between the Employer and its employees shall be as set out in any applicable collective agreement or arbitration award, and the matters for consideration by this Committee shall be only as set out in these terms of reference.</p>

	<p>3. Composition of Committee</p> <p>The Committee shall be composed of an equal number of representatives from the Employer and from the OPSEU, with not more than eight (8) representatives in total. At meetings of the Committee, each party may be accompanied by an Actuary to provide technical advice and counsel.</p> <p>4. Duties of Committee</p> <p>The duties of the Committee shall consist of the following:</p> <ul style="list-style-type: none"> i) Review of the semi-annual financial reports on the Group Insurance Plan; and ii) Review of contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures. <p>5. Experience Review</p> <p>The Committee will also meet every six (6) months to review the financial experience under these coverages. The specifications for tender will describe the information to be included in the semi-annual financial statements to be prepared by the insurance carrier(s). These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claim and other reserves. The insurance carrier(s) will also be required to report on the level and method of administering the Employer's and employees' deposit accounts. The Committee shall request the insurance carrier(s) to provide such additional information for the Committee's consideration as may be required by either the Employer or the OPSEU.</p>
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