

COLLECTIVE AGREEMENT

BETWEEN:

MUNICIPAL PROPERTY ASSESSMENT CORPORATION

(hereinafter referred to as the Employer)

* and *

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

(hereinafter referred to as the Union)

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	<u>1</u>
ARTICLE 2 - RECOGNITION	<u>1</u>
ARTICLE 3 - RELATIONSHIP	<u>1</u>
ARTICLE 4 - MANAGEMENT RIGHTS	<u>2</u>
ARTICLE 5 - TEMPORARY EMPLOYEES AND STUDENTS	<u>2</u>
ARTICLE 6 - NO STRIKE NO LOCKOUT	<u>3</u>
ARTICLE 7 - CHECK-OFF OF UNION DUES	<u>3</u>
ARTICLE 8 - NEGOTIATING COMMITTEE	<u>4</u>
ARTICLE 9 - REPRESENTATION	<u>4</u>
ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE	<u>7</u>
Stage One (8)	
Stage Two (8)	
Union Grievance (8)	
Group Grievance (9)	
Dismissal (9)	
Layoff (9)	
Grievance by the Employer (9)	
Mediation (10)	
Arbitration (10)	
Disciplinary Record (12)	
Interest (12)	
ARTICLE 11 - SENIORITY	<u>13</u>
ARTICLE 12 - VACANCIES, PROMOTIONS AND REASSIGNMENTS	<u>14</u>
ARTICLE 13 - LAYOFF AND RECALL	<u>16</u>
ARTICLE 14 - HEALTH & SAFETY	<u>19</u>
ARTICLE 15 - HOURS OF WORK	<u>21</u>
ARTICLE 16 - TRAVEL TIME	<u>22</u>
ARTICLE 17 - EMERGENCY CALL IN	<u>23</u>
ARTICLE 18 - ON CALL DUTY	<u>23</u>
ARTICLE 19 - BEREAVEMENT LEAVE	<u>23</u>
ARTICLE 20 - JURY DUTY	<u>24</u>
ARTICLE 21 - SELF FUNDED LEAVE	<u>24</u>

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE	25
Pregnancy leave (25)	
Parental Leave (26)	
General (27)	
ARTICLE 23 - DESIGNATED HOLIDAYS	27
ARTICLE 24 - VACATIONS	28
ARTICLE 25 - INSURED BENEFITS	29
ARTICLE 26- GENERAL	32
ARTICLE 27- WAGES	34
ARTICLE 28 - DURATION	35
<u>SCHEDULE "A"</u>	36
WAGES	37
NOTES: (41)	
LETTER OF UNDERSTANDING	42
Articles 11.01 and 24.02 (42)	
LETTER OF UNDERSTANDING	43
Seniority - Temporary Employees (43)	
LETTER OF UNDERSTANDING	44
Special compensation entitlement on termination (44)	
LETTER OF UNDERSTANDING	45
Post-Retirement Benefits (45)	
LETTER OF UNDERSTANDING	47
Benefit Plans (47)	
LETTER OF UNDERSTANDING	48
Safety Equipment (48)	
LETTER OF UNDERSTANDING	49
OPSEU Joint Trusteed Benefit Plan (49)	
LETTER OF UNDERSTANDING	50
EAP Program (50)	
LETTER OF UNDERSTANDING	51
Education Reimbursement (51)	
LETTER OF UNDERSTANDING	52
Pension Bridging (52)	
LETTER OF UNDERSTANDING	53
Violence in the Workplace (53)	

LETTER OF UNDERSTANDING	<u>54</u>
Re: Short-Term Sickness (<u>54</u>)	
LETTER OF UNDERSTANDING	<u>55</u>
RE: Temporary Employees (<u>55</u>)	
LETTER OF UNDERSTANDING	<u>56</u>
RE: Pension Bridging (<u>56</u>)	
LETTER OF UNDERSTANDING	<u>57</u>
RE: Split Shifts (<u>57</u>)	
LETTER OF UNDERSTANDING	<u>58</u>
Re: Corporate Reorganization (<u>58</u>)	

INDEX

ADVERTISING OF VACANCIES	
5% rule	<u>15</u>
advertising period	<u>14</u>
disabled employee	<u>16</u>
factors to be considered	<u>15</u>
reassignment of more than 20	<u>16</u>
specifications for advertisement	<u>14</u>
temporary assignments	<u>15</u>
temporary vacancies	<u>15</u>
voluntary assignments	<u>15</u>
BEREAVEMENT LEAVE	<u>23</u>
CORPORATE REORGANIZATION	
lawsuit	<u>61</u>
\$2,000 for educational courses	<u>59</u>
Corporate Reorganization	<u>58</u>
factor 80	<u>59</u>
FIELD OFFICE VACANCIES	<u>62</u>
mediation/arbitration	<u>60</u>
notice of layoff	<u>58</u>
rate of pay maintained	<u>59</u>
right to apply for vacancies	<u>58</u>
right to recall	<u>59</u>
termination pay	<u>59</u>
Union grievances	<u>59</u>
Union Management Committee	<u>61</u>
DURATION	<u>35</u>
EMERGENCY CALL IN	<u>23</u>
GENERAL	<u>32</u>
assignment to non-barg unit job	<u>33</u>
commuting while on reassignment	<u>33</u>
demotions	<u>33</u>
employee information	<u>32</u>
expenses	<u>33</u>
Human rights code	<u>32</u>
job descriptions	<u>33</u>
job trading	<u>32</u>
leave of absence	<u>32</u>
notification to Union	<u>32</u>
personal vehicles	<u>33</u>
personnel file	<u>32</u>
policy while on courses	<u>32</u>
rules on temporary assignments	<u>33</u>
spouse definition	<u>32</u>
Union bulletin boards	<u>32</u>
Union use of facilities, etc	<u>34</u>
GRIEVANCE AND ARBITRATION PROCEDURE	<u>7</u>
Arbitration	<u>10</u>
definition	<u>7</u>
Disciplinary Record	<u>12</u>
Dismissal	<u>9</u>
Grievance by the Employer	<u>9</u>
Group Grievance	<u>8</u>

Interest award	12
Layoff	9
list of arbitrators	11
List of mediators	10
Mediation	9
resolution of complaint	8
Stage One	8
Stage Two	8
Union Grievance	8
HEALTH & SAFETY	19
Ergonomics	20
Joint Health & Safety Committees	19
safety equipment	20
VDT's	20
HOLIDAYS	27
Overtime on holiday	28
HOURS OF WORK	21
coffee breaks	22
compensating time off	21
flexible working arrangements	21
normal work week	21
overtime	21
INSURED BENEFITS	29
benefit pamphlet	31
dental plan	30
life insurance	29
Long Term Disability Plan	30
sick credits	31
supplementary health	30
vision and hearing	30
JURY DUTY	24
LAYOFF AND RECALL	16
bumping rules	16, 18
buying benefits	19
closure	19
layoff order	16
recall rights	18
red-circle	17
severance pay	18
transition support	18
voluntary layoff	17
LETTERS OF UNDERSTANDING	42, 44
Post-Retirement	45
Articles 11.01 and 24.02	42
Benefit Plans	47
EAP Program	50
Education Reimbursement	51
OPSEU Joint Trusteed Benefit Plan	49
Pension Bridging	52
Safety Equipment	48
Seniority - Temporary Employees	43
Special compensation entitlement on termination	44
Violence in the Workplace	53
MANAGEMENT RIGHTS	2
NEGOTIATING COMMITTEE	4

NO STRIKE NO LOCKOUT	<u>3</u>
ON CALL DUTY	<u>23</u>
PARENTAL LEAVE	<u>26</u>
benefits coverage	<u>27</u>
General	<u>27</u>
reassignment	<u>27</u>
Supplementary Benefit Plan	<u>26</u>
PENSION BRIDGING	<u>56</u>
PREGNANCY AND PARENTAL LEAVE	<u>25</u>
benefits coverage	<u>26</u>
General	<u>27</u>
Parental Leave	<u>26</u>
reassignment	<u>26</u>
Supplementary Benefit Plan	<u>25</u>
PROBATION	<u>14</u>
PROMOTION	<u>15</u>
PURPOSE	<u>1</u>
RECOGNITION	<u>1</u>
RELATIONSHIP	<u>1</u>
REPRESENTATION	
Co-chair of UMC	<u>5</u>
executive board member	<u>5</u>
full-time officer	<u>5</u>
grievances	<u>4</u>
stewards	<u>4</u>
time-off for conferences, etc	<u>5</u>
SCHEDULE "A"	<u>36</u>
SELF FUNDED LEAVE	<u>24</u>
deferred monies	<u>24</u>
layoff and recall	<u>25</u>
reassignment	<u>24</u>
SENIORITY	
credit towards completion of the probationary period	<u>14</u>
definition	<u>13</u>
lose all seniority	<u>13</u>
seniority list	<u>14</u>
SHORT-TERM SICKNESS	<u>54</u>
SPLIT SHIFTS	<u>57</u>
TEMP EMPLOYEES (USE OF)	<u>55</u>
TEMPORARY EMPLOYEES AND STUDENTS	<u>2</u>
applicable articles	<u>2</u>
articles shall apply	<u>2</u>
conversion to full-time	<u>3</u>
convert a position	<u>3</u>
pay in-lieu	<u>2</u>
TEMPORARY VACANCIES	<u>15</u>
TRAVEL TIME	<u>22</u>
definition	<u>22</u>
greater/lesser distance rules	<u>22</u>
kilometrage rates	<u>22</u>
UNION DUES	<u>3</u>
UNION-MANAGEMENT RELATIONSHIP	<u>1</u>

VACATIONS	<u>28</u>
carry-over	<u>29</u>
payment of unused credits	<u>29</u>
Service date	<u>29</u>
WAGES	
Acquisition Specialist	<u>37</u>
Administration 1	<u>37</u>
Administration 10	<u>38</u>
Administration 11	<u>38</u>
Administration 2	<u>37</u>
Administration 3	<u>37</u>
Administration 4	<u>37</u>
Administration 5	<u>37</u>
Administration 6	<u>37</u>
Administration 7	<u>38</u>
Administration 8	<u>38</u>
Administration 9	<u>38</u>
Communications Specialist	<u>38</u>
Customer Service Representative (CSR)	<u>38</u>
Data Base Administrator	<u>38</u>
Drafter 2	<u>39</u>
Drafter 3	<u>39</u>
Financial Analyst	<u>39</u>
Information Coordinator	<u>39</u>
Information Technology Analyst 1	<u>39</u>
Information Technology Analyst 2	<u>39</u>
Information Technology Analyst 3	<u>40</u>
Information Technology Analyst 4	<u>40</u>
Information Technology Analyst 5	<u>40</u>
Legislation Specialist	<u>40</u>
Manager Data Services	<u>40</u>
NOTES:	<u>41</u>
performance pay	<u>34</u>
Property Assessor 1	<u>40</u>
Property Assessor 2	<u>40</u>
Property Assessor 3	<u>40</u>
Property Assessor 4	<u>41</u>
Property Assessor 5	<u>41</u>
Statistical Analyst 1	<u>41</u>
Statistical Analyst 2	<u>41</u>
Statistical Analyst 3	<u>41</u>
Statistical Analyst 4	<u>41</u>

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

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

ARTICLE 3 - RELATIONSHIP

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

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive right of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, transfer, classify, assign, appoint, promote, demote, appraise, train, develop, lay off and recall employees;
 - (c) discipline and discharge employees for just cause, except that probationary employees may be discharged without cause;
 - (d) generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of operations, buildings, equipment and facilities, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.
- 4.02 The Employer shall exercise the above rights in a manner consistent with the expressed terms of the Collective Agreement.

ARTICLE 5 - TEMPORARY EMPLOYEES AND STUDENTS

- 5.01 The following articles shall apply to temporary employees: 1, 2, 3, 4, 6, 7, 8, 9, 10 (except 10.05), 12 (except 12.06 and 12.07), 14, 15, 16, 17, 18, 20, 26.05, 27 and 28. No other articles apply.
- 5.02 Temporary employees shall receive 10 percent of base wages in lieu of holidays, vacations and benefits and in lieu of pay therefor.
- 5.03 Temporary employees shall accrue attendance credits at the rate of one and one-quarter days after each month of full attendance. Attendance credits are for sick leave purposes only, and for no other purpose. Use of these credits is subject to such medical evidence, if any, as the Employer may require.
- 5.04 The following articles shall apply to students: 1,2,3,4,6,7,8,9, 10 (except 10.05), 15,16,17,18 and 28. No other articles apply.

- 5.05 Students shall receive eight percent of base wages in lieu of holidays and vacations and in lieu of pay therefor.
- 5.06 Where the same work has been performed by a temporary employee for any period of at least two (2) consecutive years (except for situations where the employee is replacing a regular employee on a leave of absence authorized by the Employer or as provided for under the collective Agreement) and where the Employer has determined that there is a continuing need for that work to be performed on a full-time basis, the Employer shall establish a regular position to perform that work.
- 5.07 Where the Employer has determined that it will convert a position in accordance with 5.06 the status of the incumbent in the position will be converted from temporary to regular, provided that the incumbent has been in the position in question for at least two years.

ARTICLE 6 - NO STRIKE NO LOCKOUT

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

ARTICLE 7 - CHECK-OFF OF UNION DUES

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

ARTICLE 8 - NEGOTIATING COMMITTEE

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

ARTICLE 9 - REPRESENTATION

- 9.01 The Employer will recognize a reasonable number of stewards at each workplace from among employees in the Bargaining Unit as described in Article 2.01 who have completed their probationary period, for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this agreement. The Union shall designate one of such stewards in each workplace as the main point of contact for the purposes of discussion between the Union and Management in the workplace.
- 9.02 The Union shall keep the Employer notified in writing of the names of the current stewards referred to in 9.01 and members of the negotiating committee. The Union will notify the Employer of the name of the steward responsible for the presentation of any grievance.
- 9.03 It is agreed that stewards shall continue to perform their regular duties and responsibilities for the Employer and shall not leave their regular duties, for the purpose set out in 9.01, without having first secured permission from their immediate supervisor. Such permission should not be unreasonably withheld.
- 9.04 Stewards requesting time off for the purpose of servicing grievances under the Collective Agreement shall advise their immediate supervisor of their business and report to such supervisor at the time of their return to work, subject to permission being granted under 9.03.
- 9.05 Any employee who has a grievance and is required to attend 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.

- 9.06 An employee elected to a full-time officer position with OPSEU shall be granted full-time release without pay for the duration of his/her term of office. The Union shall reimburse the Employer quarterly for the employee's salary and contribute the Employer's share of contributions to the Pension Plan and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of sick leave credits used during the leave of absence. The Union will make the Employer's contribution for Employment Insurance. The employee shall accumulate full seniority during such leave(s) of absence. Except where the layoff and recall provisions apply during the leave, the employee shall return to the position held immediately prior to the leave and shall be paid at the step that he/she had attained when the leave commenced. If the position no longer exists, the employee shall, if possible, be assigned to a position at the same classification and level, in the same work location. If such a position cannot be found, the layoff provisions of the agreement shall apply to the employee upon his/her return from leave. Where the layoff and recall provisions have application during the leave, they shall apply to the employee in the same manner as if the employee were not on leave.
- 9.07 If an employee is elected to the OPSEU Executive Board, he/she will be released upon Union request without loss of pay or credits. Pay and benefits shall be charged back to OPSEU quarterly. Scheduling is subject to operational requirements, but leave will not be unreasonably denied. The employee shall accumulate full seniority during such leave(s) of absence. The Union shall give as much notice as possible of the date(s) of requested leave.
- 9.08 The employee elected as Employee Co-Chair of the Union-Management Committee shall be released from duty with pay but without loss of credits for up to two (2) days , and without pay but without loss of credits for up t three (3) days per month, for the purpose of performing his/her duties as Co-Chair. The employee shall give at least two(2) weeks notice of the day or days required, which shall be granted, where such notice is given, except in unavoidable circumstances. It is understood that these days are provided to allow the Co-Chair to attend to Union business, and to minimize time spent on Union activities during working days.
- 9.09 Subject to 9.10 and 9.12, the Employer shall grant leaves of absence without pay but with no loss of credits for members of the Bargaining Unit, for the purpose of attending Union conferences, schools, seminars, conventions, or other such activities related to the Union. A maximum of three hundred and sixty-five (365) such days, in the aggregate, shall be granted for the period from the date of ratification to December 31, 2005. 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 endeavor to grant the leave(s), subject to operational requirements.
- 9.11 If a difficulty arises with the granting of any particular request under 9.09, and/or 9.10, the Employee Co-Chair of the Union-Management Committee may consult with the Vice-President Corporate and Human Resources and seek to resolve any difficulties that may have arisen in connection with such a request.
- 9.12 It is understood that an employee may be granted an extended leave of at least one month for educational purposes that may be related to the Union, and that such a leave shall not be considered to be a leave of absence under 9.09. A request for such a leave shall be considered by the Employer, and may be granted subject to operational requirements.
- 9.13 The parties agree to the establishment of a Union-Management Committee, consisting of 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.
- 9.14 The Union-Management Committee shall have the following terms of reference:
- (a) To provide a forum for discussion of issues of a Province-wide nature, including Health and Safety issues, provided that this shall not include any matter that is the subject of a grievance;
 - (b) To discuss issues of interest to the Union and management, provided that this shall not include matters that are or could be the subject of collective bargaining;
 - (c) To discuss other matters that may be mutually agreed.
- 9.15 The Union-Management Committee shall meet quarterly, or at such other times as may mutually be agreed.
- 9.16 It is understood that the Union-Management Committee is a forum for discussion, and is not a decision-making body.

9.17 The members of the Union-Management Committee who are employees in the Bargaining Unit shall be granted leave of absence without loss of regular pay and without loss of credits for the day(s) that the Committee meets, as well as reasonable travel/caucus time up to a maximum of seven and one-quarter (7.25) hours on the day prior to the date of the Committee meeting, provided that the travel/caucus day is a working day for the employee.

9.18 Each MPAC work location shall have the following monthly allowance for Union duties to be allocated to Union officials by the OPSEU Executive body at that location, without loss of pay or credits:

Up to 99 members:	1.0 days
100 members and over:	1.5 days

9.19 Allocation will be done on or before the first of every month, and once the allocation has been made, it cannot be changed without the consent of the Employer. The allocation shall be utilized in blocks of at least ½ day each. The Union will give as much advance notice as possible. Scheduling is subject to operational requirements, but leave will not be unreasonably denied. The Union understands that scheduling is more easily accommodated if more advance notice is given.

9.20 Time allocated for the months of July and August may be carried forward, with the consent of the Employer, which shall not be unreasonably denied.

9.21 It is agreed that where an employee who is a member of the Negotiating Committee or the Union Management Committee, or a Province-wide Union Committee, is on a leave of absence without pay for the purpose of caucusing and/or traveling for the purposes of the relevant committee, the Employer shall maintain the employee on the payroll and invoice OPSEU monthly for the salary and benefits paid to the employee or on his/her behalf for the relevant period. OPSEU shall pay such invoices promptly.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

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

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

- 10.02 It is the mutual desire of the parties hereto that complaints of employees shall be considered as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of resolving his/her complaint. If an employee has a complaint he/she shall discuss it with his/her immediate supervisor within twenty (20) days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The supervisor shall give his/her response to the complaint within five (5) days, and, failing settlement, or failing a response, it may then be taken up as a grievance within seven (7) days following advice of the immediate supervisor's decision in the following manner and sequence:

Stage One

The employee may present his/her grievance to his/her immediate supervisor. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought. In the case of a grievance regarding a competition, the competition number shall be specified. Failing settlement, the immediate supervisor shall deliver his/her decision in writing within five (5) days following the presentation of the grievance to him/her. 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 ten (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/her probationary period that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the 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/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.

Layoff

10.07 An employee alleging improper layoff shall be entitled to file a grievance at Stage Two.

Grievance by the Employer

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

Mediation

10.09 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:

Felicity Briggs	Gerry Lee
Gerald Charney	Loretta Mikus

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 10.13 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.

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

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

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

Arbitration

10.13 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) days after the decision under Stage Two is given, the grievance shall be deemed to have been abandoned.

10.14 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.

10.15 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Employer or, if applicable,

the date of the alleged violation, providing it does not exceed the time limits set out in Section 10.02 above.

- 10.16 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement. Where such a request is made, a Board of Arbitration shall be constituted, consisting of a nominee appointed by each party and a Chair selected by alphabetical rotation from the following list:

George Adams
Louisa Davie
Jane Devlin
Robert Howe
Brian Keller
William Kaplan

Paula Knopf
Richard MacDowell
Michel Picher
Pamela Picher
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.

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

Agreement.

- 10.22 Each of the parties hereto will share equally the expenses, if any, of the Chair or sole arbitrator, and shall bear the expenses of its own nominee.
- 10.23 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned.
- 10.24 The parties agree that principles of full disclosure of issues in dispute as alleged by a grievance advanced by the Union on behalf of a member or members, or the Union itself, and full disclosure of facts relied upon by management in a decision that is subject to a grievance, are key elements in amicable and expeditious dispute resolution processes. Therefore, the parties agree that at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure of the information, including full disclosure of all relevant documents.
- 10.25 An employee who has a grievance and is required to attend meetings 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.
- 10.26 An employee whose grievance is referred to mediation or arbitration may attend the day or days of mediation or arbitration without loss of regular pay for such day or days. In the case of a group grievance, up to three (3) grievors of the group shall be entitled to be present unless otherwise mutually agreed.

Disciplinary Record

- 10.27 Any letter of reprimand, suspension or other sanction of an employee will be removed from all records and files three (3) years following the receipt of such a letter, suspension or other sanction provided that the employee's records and files have been clear of similar offences for the past three (3) years. Any such letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.

Interest

- 10.28 Where the arbitrator or board of arbitration awards interest, interest shall be payable as follows:

- a) for the period commencing twenty (20) days prior to the date the grievance was filed until the decision:
 - (1) interest shall be calculated at the quarterly prime rates, set by the Bank of Canada, averaged yearly for that period.
 - (2) interest will be paid on all amounts owing, except where compensation is payable for back pay or any other amount that accrues over time, interest shall be calculated on one half of the compensation.
- b) for the period from the date of the decision until the compensation and/or damages is paid, interest shall be payable on all amounts owing, payable at the prime rate set by the Bank of Canada, for the quarter before the decision.

ARTICLE 11 - SENIORITY

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

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

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

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

- a) an employee resigns;
- b) an employee retires, or is retired;
- c) an employee is discharged and not reinstated under the Grievance or Arbitration procedure;
- d) an employee has been laid off for a period in excess of his/her length of seniority up to a

maximum of eighteen (18) months;

- e) an employee fails to notify the Employer within five (5) calendar days, exclusive of Saturday, Sunday and holidays, of receipt of notice of recall and report within fourteen (14) calendar days from receipt of such notice. Notice of recall may be by telephone or telegram confirmed by registered mail to the employee's last address registered with the Employer. If notice is by registered mail, it shall be deemed to have been received on the second day following registration;
 - f) an employee is absent without leave in excess of seven (7) consecutive working days.
- 11.04 A Province-wide seniority list (both a hard copy and an electronic copy) shall be provided to OPSEU and posted on the Corporate Intranet by the 15th of January of each year, and shall include the employee's name, seniority date, classification and work location. It is understood that if there is any dispute as to which copy of the list is official the hard copy is considered to be the official copy. If no grievance is received regarding the accuracy of the list by the 15th of February, it shall be deemed to be accurate.
- 11.05 All new regular employees shall be on probation for a period of six (6) months. On successful completion of the probationary period, he/she will be credited with seniority as outlined in Article 11.01.
- 11.06 It is agreed that where a temporary employee is successful in a competition for a position that is the same position as the one he or she held as a temporary employee immediately prior to the competition, the employee will be given credit towards completion of the probationary period for the length of service in the position as a temporary employee, to a maximum of three (3) months.

ARTICLE 12 - VACANCIES, PROMOTIONS AND REASSIGNMENTS

- 12.01 Where vacancies in the bargaining unit occur which the Employer decides to fill on a full-time basis, such vacancies will be advertised, except that the Employer may decline to advertise such a vacancy if a similar vacancy was advertised within the previous six (6) months, and there are at least three (3) qualified applicants from the previous competition.
- 12.02 Such vacancies shall be advertised for a period of ten (10) working days and employees bidding on job vacancies must make application, in such manner as the Employer may specify, by the closing date.
- 12.03 Among other things, the internal advertisement for a vacancy shall specify the closing date, the

nature of the position, the location of the job assignment, the skills, abilities, qualifications and experience, where applicable, and salary range.

- 12.04 Temporary vacancies and vacancies caused by absence due to illness, accident, leaves of absence (including pregnancy and/or parental leave) up to nine (9) months need not be advertised. Such temporary vacancies may be filled at the discretion of the Employer.
- 12.05 Where an employee is officially assigned to a higher-rated position on a temporary basis, he/she shall be paid the appropriate rate in such a position, effective the sixth (6th) working day.
- 12.06 In filling advertised vacancies, the following factors shall be considered:
- (a) skill, ability, qualifications and experience, which shall be the primary factors considered;
 - (b) seniority.

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

- 12.07 The Employer may assign any employee to any vacancy on a temporary basis, including the period of time until the competition has been completed, for a period not to exceed nine (9) months.
- 12.08 The Employer may decline to consider any applicant to a vacancy who has, within the prior six (6) month period successfully bid on a vacancy.
- 12.09 An employee receiving a promotion shall be placed on a step in the new classification such that he or she will receive at least a five (5) percent increase in salary, provided that he or she shall not receive, in any case, an amount greater than the highest rate for the classification. It is understood that the term 'promotion' means assignment to a position within a classification having a higher maximum rate than the classification in which the employee was assigned immediately prior to the promotion.
- 12.10 Where an employee is promoted, a new anniversary date is established based upon the date of promotion.
- 12.11 In the event that it is necessary for the Employer to temporarily assign employees from any one workplace to another workplace, which will require geographic dislocation, the Employer will, subject to operational requirements, solicit employees on a voluntary basis. In the event that there are insufficient volunteers, employees will, subject to operational requirements, be assigned on a rotational basis within each workplace. Where employees are temporarily assigned work outside

their assigned workplace, reasonable travel arrangements will be worked out with the Employer.

- 12.12 In the event that it is necessary for the Employer to temporarily assign more than twenty (20) employees, and this move causes geographic dislocation, the Employer shall provide the assigned employees with at least two weeks prior notice and shall meet at least one month prior to the assignment with the Union-Management Committee to advise on procedures to be used in the identification of employees assigned, reimbursement of expenses, duration of assignments, etc.
- 12.13 Where the duties of a position are modified, or a new position is created, to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 Layoffs shall be carried out in reverse order of seniority within a classification and workplace location, provided that the senior employees have the skill, ability, qualifications and experience to fully perform the requirements of the work without training..
- 13.02 Where an employee is designated for layoff pursuant to 13.01, such an employee who has completed his/her probationary period shall have the right to displace an employee who shall be identified in the following manner:
- (a) the Employer will identify the employee in the same workplace location with the least seniority in the classification having a maximum rate that is the next lowest to that of the employee's own classification, provided that the displacing employee has the skill, ability, qualifications and experience to fully perform the normal requirements of the work without training, and provided that the displaced employee has less seniority than that of the displacing employee; for greater certainty, the words 'without training' are not intended to exclude the normal orientation and support that is provided to a new employee;
 - (b) if no such employee can be found, the Employer will identify the employee in the same workplace location with the least seniority in the classification having the next lowest maximum rate to the classification referred to in (a), provided that the displacing employee has the skill, ability, qualifications and experience to fully perform the normal requirements of the work without training, and provided that the displaced employee has less seniority than that of the displacing employee; for greater certainty, the words 'without training' are not intended to exclude the normal orientation and support that is provided to a new employee;

- (c) if no such employee can be found, the Employer will review the classifications in descending order in the same manner, to identify the least senior employee in the same workplace location in any such classification, provided that the displacing employee has the skill, ability, qualifications and experience to fully perform the normal requirements of the work without training, and provided that the displaced employee has less seniority than that of the displacing employee; for greater certainty, the words ‘without training’ are not intended to exclude the normal orientation and support that is provided to a new employee;
 - (d) if no such employee can be found, the employee will be laid off.
- 13.03 An employee who is displaced by the operation of 13.02 has the right to exercise the rights set out in 13.02, to displace another employee.
- 13.04 An employee who is displaced by the operation of 13.03 has the right to exercise the rights set out in 13.02, to displace another employee.
- 13.05 An employee who is displaced by the operation of 13.04 shall be laid off with no displacement rights.
- 13.05.1 Where an employee, pursuant to 13.02, 13.03, or 13.04, displaces another employee in a classification having a lower maximum rate, the employee’s former rate of pay shall be maintained for a period of three (3) months.
- 13.06 Where employees are laid off as a result of a consolidation of workplace locations, the total of the locations involved in the consolidation shall be considered to be one workplace location for the purpose of this article.
- 13.07 In lieu of layoff or displacement, an employee designated for layoff shall be given preferential consideration for vacancies in equal or lower classifications within his/her workplace location for which he/she is fully qualified. Where an employee is assigned to such a vacancy, the Employer shall not be required to advertise such vacancies and the provisions of Article 12 shall not apply. Where more than one employee is qualified for the same vacancy, seniority shall govern, provided that the successful employee is relatively equal to the less senior qualified employee(s), in skill, ability, qualifications, and experience.
- 13.08 Subject to the provisions of this article, an employee who has not been designated for layoff may offer to be laid off and give up his/her job in the place of another employee in the same workplace location who has been designated for layoff, and whose position is within the same classification as

that of the employee who has been designated for layoff.

- 13.09 In order to be considered under 13.08, an employee must advise the Vice-President Corporate and Human Resources, in writing, of his/her willingness to be so considered, within two (2) weeks of the designation of the employee for layoff.
- 13.10 Where the Employer is satisfied that an employee who is designated for layoff is fully qualified to perform the work of an employee who has signified his/her willingness to be considered for layoff pursuant to 13.08, the Employer shall transfer the employee designated for layoff to the position of the employee who has so signified, and the employee who has so signified shall be laid off without any displacement rights.
- 13.11 Employees who are designated for layoff shall receive notice and/or severance pay as provided in the Employment Standards Act.
- 13.12 It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever practicable, attrition will be utilized as an alternative to layoffs.
- 13.13 Employees who are designated for layoff will be provided with transition support which may include skills assessment, counseling and job-search skills.
- 13.14 An employee who is laid off, who still retains seniority, shall have a right to be recalled to a position in the same work location where the employee formerly worked, within the employee's former classification or a lower classification, provided that the employee is fully qualified to perform the normal requirements of the work of the position without training. For greater certainty, the words 'without training' are not intended to exclude the normal orientation and support that is provided to a new employee. Should more than one employee have rights under this article to be recalled to the same position, seniority shall govern. It is understood that where the employee's former work location no longer exists, the work location closest to the former work location shall be considered the laid off employee's work location for the purpose of this article.
- 13.15 Where an employee is entitled to recall to a position, and is recalled, the provisions of Article 12 do not apply.
- 13.16 It is understood and agreed that during a period of layoff, seniority will accrue up to but not beyond the end of the first month in which the layoff commenced. Where such layoff continues beyond the end of the first month in which such layoff commenced, previously earned seniority shall be

maintained and an employee shall resume accumulation of seniority on his/her return, subject to 11.03.

- 13.17 Where there is a closure of an operation or a field office,
- a) the Union Management Committee shall be notified at least fifteen (15) days prior to the closure, and shall be consulted on issues related to layoff, displacement and recall;
 - b) employees who lose their employment as a result of the closure shall receive six (6) months notice of layoff or pay in lieu, which shall be taken into account in determining the Employer's obligations under the Employment Standards Act.
- 13.18
- a) in the event of a layoff of an employee, the Employer shall pay its share of the insured benefits premiums up to the end of the month following the month in which the layoff occurs, or the statutory notice period, whichever is later.
 - b) the employee may continue to pay the full premium cost of the benefit package for up to a further twelve (12) months. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of his/her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

ARTICLE 14 - HEALTH & SAFETY

- 14.01 The parties acknowledge the application of the Occupational Health and Safety Act. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.
- 14.02 The Joint Health and Safety Committee system shall include:
- a) Joint Health & Safety Committees at each workplace where there are 20 or more employees shall consist of two(2) representatives appointed by the Union and two (2) representatives appointed by management, or such smaller numbers as jointly agreed upon by the parties. The committees and the members of the committees shall have all those entitlements, rights, functions, and powers provided by the Occupational Health and Safety Act.
 - b) in workplaces with less than twenty (20) employees, the Union shall appoint a worker to be the worker health and safety representative.

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

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

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

ARTICLE 15 - HOURS OF WORK

- 15.01 The normal work week for regular employees shall ordinarily consist of 36 and one quarter (36 1/4) hours per week.
- 15.02 The Employer may establish a work week and/or work day in accordance with the requirements of the Employment Standards Act.
- 15.03 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules. The Employer may, in its discretion, establish flexible working arrangements.
- 15.04 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- 15.05 Subject to 15.06, authorized work performed in excess of 36 and one-quarter hours in any week shall be compensated as follows:
- a) for employees in classifications listed in Schedule A, authorized work performed in excess of 36 1/4 hours in any week shall be paid at time and one-half the employee's regular hourly rate;
 - b) for all other employees, authorized work performed in excess of 36 1/4 hours but equal to or less than 40 1/4 hours in any week shall be paid at the employee's straight time hourly rate, and authorized work performed in excess of 40 1/4 hours in any week shall be paid at time and one-half the employee's regular hourly rate.
- 15.06 Notwithstanding 15.05, with the approval of the Employer hours worked in excess of 36 1/4 hours in any week may be compensated by time-off at the rate of one hour off for each hour worked, or one and one-half hours off for each hour worked, as appropriate, such time to be taken as such time and in such manner as the Employer may specify. The Employer may require that time-off that is not taken be paid.
- 15.07 Employees who perform authorized work on Sunday shall be paid at double the employee's regular hourly rate. Employees who perform authorized work on the 6th day of work in a calendar week (other than Sunday) shall be paid at time and one-half the employee's regular hourly rate.

- 15.08 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time, and when overtime is required, the Employer may assign overtime. The Employer will attempt to advise employees of required overtime as far in advance as is practical.
- 15.09 The present policy for rest periods in each shift shall be maintained.

ARTICLE 16 - TRAVEL TIME

- 16.01 Subject to 16.02, it is understood that traveling to and from work at the commencement of or at the end of assigned work shall not be compensated by the Employer. It is understood that where an employee is utilizing a vehicle until the completion of his/her assigned work, this will be considered to be the performance of work, and will be paid at the appropriate straight time or overtime rate. Travel by an employee on the Employer's business at other times, not during assigned working hours, shall not be considered work performed for the Employer and shall be compensated at the employee's regular hourly rate.
- 16.02 Notwithstanding 16.01, the Employer shall pay for travel time to and from the employee's home and the place of work, at the employee's regular hourly rate, at the commencement of and at the completion of the day's work, in the following circumstances:
- (a) unless instructed otherwise, the employee shall travel directly to the place of work from the employee's home, and vice versa, by the shortest route;
 - (b) where the distance so traveled is equal to or less than the distance between the employee's home and the employee's headquarters, no travel time shall be credited or paid for;
 - (c) where the distance so traveled is greater than the distance between the employee's home and the employee's headquarters, travel time shall be credited and paid for on the basis of the difference between the distance so traveled and the distance between the employee's home and the employee's headquarters.
- 16.03 When sleeping accommodation is provided, it is understood that time spent at that location after arrival and before departure is not considered to be travel time nor work time, unless work is assigned.

- 16.04 If an employee is authorized to use his/her own automobile on the Employer's business the Employer shall pay 30 cents per kilometer in Southern Ontario and 30.5 cents in Northern Ontario. In circumstances governed by 16.02, these rates shall be paid for the distance as described in 16.02©).

ARTICLE 17 - EMERGENCY CALL IN

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

ARTICLE 18 - ON CALL DUTY

- 18.01 "On-Call Duty" means a period of time, that is not a period of assigned work, during which an employee is required to respond within a reasonable period of time to a request for recall to the workplace or for the performance of other work as required.
- 18.02 Where an employee is required to be on-call, he/she shall receive two dollars (\$2.00) per hour for all hours that he/she is required to be on-call.
- 18.03 No employee shall be required to be on-call unless such on-call duty was authorized by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.01 In the event of a death 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.
- 19.02 An employee may be granted a one day bereavement leave with pay in the event of death of an uncle, aunt, niece or nephew.
- 19.03 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in 19.01 and 19.02 above if the location of the funeral is greater than eight hundred kilometers (800 km) from the employee's residence.

ARTICLE 20 - JURY DUTY

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

ARTICLE 21 - SELF FUNDED LEAVE

- 21.01 An employee may apply to participate in the self funded leave plan as permitted under the Income Tax Act (Canada) in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years.
- 21.02 The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.
- 21.03 During the leave the employee's insured benefits will be continued where the employee continues to pay for his/her portion.
- 21.04 Subject to 21.05, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that he or she had attained when the leave commenced. If the position no longer exists the employee shall, if possible, be assigned to a position at the same classification and level, in the same work location. If such a position cannot be found, the layoff and recall provisions of the agreement shall apply to the employee upon his/her return from leave.

21.05 Notwithstanding 21.04, where the layoff and recall provisions have application during the period of the leave, they shall apply to the employee in the same manner as if the employee were not on leave. In such circumstances, any notice to be given to the employee may be given to an officer of the Union.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

Pregnancy leave

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

22.02 The leave of absence shall be in accordance with the provisions of the Employment Standards Act.

22.03 Vacation credits, seniority and service continue to accrue during the pregnancy leave.

22.04 An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of employment insurance pursuant to the Employment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit plan.

22.05 In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit plan will consist of the following:

- (a) for the first two weeks, payments equivalent to 93% of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid, and any negotiated or amended wage rates for her classification as they are implemented; and
- (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.

22.06 The provisions of 22.04 and 22.05 are conditional upon, and subject to, regulatory requirements, if any, imposed by law.

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

Parental Leave

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

Employment Insurance because the child is six months or older at the time of the child's arrival in the employee's home or placement for the purpose of adoption or because the child suffers from a physical, psychological or emotional condition requiring longer parental care, then the employee will also receive an additional five (5) weeks of supplement as provided for in (b) above.

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

General

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

ARTICLE 23 - DESIGNATED HOLIDAYS

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

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

Two floating holidays for each employee to be scheduled by the Employer. The Employer will take into account employee preferences subject to operational requirements.

Employees shall not be required to work the last regular working half day before December 25 and January 1, and shall suffer no loss of regular pay or credits for such half days.

- 23.02 Pay shall be computed on the number of hours the employee would normally have been scheduled to work at the employee's regular hourly rate of pay.
- 23.03 If an employee is required to work a shift on a public holiday as defined in 23.01, he/she will be paid at double his/her regular hourly rate and in addition, shall receive a day off with pay at a time agreed upon, or in default of agreement, as scheduled by the Employer.
- 23.04 In order to qualify for holiday pay the employee must work the full scheduled hours of work on the work day immediately preceding and immediately following the holiday unless excused by the Employer, or an employee was absent due to:
- a) bereavement leave;
 - b) court duty leave;
 - c) regularly scheduled vacation;
 - d) confined to a hospital on one or both of the qualifying days verified to the satisfaction of the Employer.
- 23.05 An employee who has undertaken to work on any of the above holidays and fails to report for work shall forfeit all pay for that day unless his/her absence is due to illness verified by a medical certificate as required by the Employer or otherwise provides a reason satisfactory to the Employer.
- 23.06 Except as provided in 23.03, when a holiday specified in 23.01 falls on a Saturday or a Sunday, or when any two of them fall on a successive Saturday or Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday, the next regular working day thereafter is in lieu thereof a holiday.

ARTICLE 24 - VACATIONS

- 24.01 Vacation credits shall be awarded to employees according to the following levels:
- (a) during the first eight (8) years of service, the employee shall receive 15 days vacation and vacation pay (1.25 days per month).

- (b) after eight (8) years of service, the employee shall receive 20 days vacation and vacation pay (1.67 days per month).
- (c) after 15 years of service, the employee shall receive 25 days vacation and vacation pay (2.08 days per month).
- (d) after 21 years of service, the employee shall receive 30 days vacation and vacation pay (2.5 days per month).

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

- 24.02 For greater certainty, it is understood that, for the purpose of this Article, continuous service with the Employer shall include continuous service with the Ontario Public Service prior to December 31, 1998, for employees who were employed by the Ministry of Finance immediately prior to becoming employees of the Employer on December 31, 1998.
- 24.03 The Employer shall attempt to schedule vacation periods taking into account employee preferences, but the Employer reserves the right to schedule vacations based on operational requirements.
- 24.04 In addition to the vacation entitlement specified in 24.01, an employee who completes 25 years of continuous service with the Employer shall be granted an additional 5 days of vacation with vacation pay of 5 days' pay at the employee's regular hourly rate, to be taken within the 12 month period after attaining 25 years' service. These vacation days are earned and taken once only, and cannot be carried forward.
- 24.05 An employee may carry over up to one (1) year's vacation entitlement which must be utilized in the following year. Any vacation carried forward that has not been utilized shall be paid out at the end of the year in which it was to have been taken.
- 24.06 An employee shall be paid for any earned and unused vacation standing to his/her credit at the date he or she ceases to be an employee, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.

ARTICLE 25 - INSURED BENEFITS

- 25.01 During the term of this agreement, the Employer shall pay one-hundred percent (100%) of the premiums of the current basic life insurance plan to provide for term insurance coverage of 75% of annual salary or \$10,000, whichever is greater, subject to the eligibility requirements and terms and

conditions of the Plan.

- 25.02 During the term of this agreement, the Employer will make available supplementary life insurance on a voluntary basis in amounts of one, two, or three times annual salary, subject to the eligibility requirements and terms and conditions of the Plan. The employee shall pay 100% of the premiums through payroll deduction.
- 25.03 During the term of this agreement, the Employer will make available dependent life insurance of \$1000 on spouse and/or \$500 per child, or \$2,000 on spouse and/or \$1,000 per child, subject to the eligibility requirements and terms and conditions of the Plan. The employee shall pay 100% of the premiums through payroll deduction.
- 25.04 During the term of this agreement, the Employer shall pay 100% of the premiums for the current supplementary health and hospital plan (except vision and hearing care), subject to the eligibility requirements and terms and conditions of the Plan.
- 25.05 During the term of this agreement, the Employer shall pay seventy-five (75%) percent of the premiums for the vision and hearing care plan, providing coverage for prescription eyewear of \$300 over a two-year period; \$500 per person over a five-year period for hearing aids; subject to eligibility requirements and terms and conditions of the Plan. The balance of the premiums shall be paid by the employee by payroll deduction.
- 25.06 During the term of this agreement, the Employer shall pay 100% of the premiums for the current Dental Care Plan which generally provides as follows:
- (a) preventative at 85% of costs;
 - (b) major restoration at 60% of costs, to a maximum of \$2500 per calendar year, including, but not limited to crowns and bridges;
 - (c) Orthodontic at 50% of costs, to a lifetime maximum of \$5,000 for adults and children;
 - (d) dentures at 75% of costs, to a lifetime maximum of \$5,000.

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

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

be reduced by the total of other disability or retirement benefits that are payable under any other plan, including CPP and WSIB benefits.

- 25.08 Where an employee with greater than six (6) months continuous service dies, there shall be paid to the employee's personal representative or Estate, the sum of:
- a) one-twelfth (1/12) of the employee's annual salary;
 - b) the employee's normal salary for the period of vacation credits that have accrued to the time of death.

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

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

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

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

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

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

ARTICLE 26- GENERAL

- 26.01 A newly hired employee shall be advised of the name and work location of his/her Union steward.
- 26.02 An employee is entitled to receive a copy of his/her written performance appraisal.
- 26.03 Leaves of absence with or without pay may be granted at the discretion of the Employer, subject to operational requirements.
- 26.04 The Union shall have reasonable access to bulletin boards for the posting of Union notices. It is understood that materials posted will be approved in advance of posting by a Union official.
- 26.05 The Employer, employees, and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code.
- 26.06 An employee may examine his/her personnel file, or may authorize, in writing, another person to examine the file. Such examination shall be during normal business hours and shall be on the employee's own time, and where another person is authorized to examine the file, and that other person is an employee, it shall be on that person's own time.
- 26.07 Employees who have jobs in the same classification, who can perform all the duties of each other's jobs, may apply to the Employer for permission to trade jobs. Where both employees and their respective managers agree in writing, jobs may be traded. The Employer will not incur any relocation or other expenses.
- 26.08 The parties understand that printing the collective Agreement should be minimized as a result of the availability of electronic distribution. The parties shall share equally the cost of printing a reasonable number of copies of the collective Agreement to be mutually agreed.
- 26.09 Whenever the term "spouse" is used in this agreement, it includes common-law partners and same sex partners.
- 26.10 Where an employee has been directed to attend a specific course, the Employer shall pay normal expenses (pursuant to its usual policy) including the base salary.
- 26.11 The Local Union shall be advised on or about January 1 and July 1 of each year of all persons newly-hired by the Corporation into the bargaining unit and terminations from the bargaining unit.

- 26.12 Upon request, an employee shall be entitled to a copy of his/her job description.
- 26.13 Where, for reasons arising out of disability or other health reasons, an employee is assigned to a position in a classification having a lower maximum salary, he or she shall not receive any salary progression or salary decrease for a period of six months after his/her assignment, and if at the end of that period he or she is unable to accept employment in his/her former classification, he or she shall be assigned to a classification consistent with his/her condition.
- 26.14 Except as provided in 26.13, an employee who is demoted shall be paid at the rate closest to but less than the rate he or she was receiving at the time of demotion, effective from the date of his/her demotion. For greater certainty, an employee will retain his/her anniversary date if placed in a step below the maximum of the position to which he or she is assigned.
- 26.15 It is understood that where an employee is assigned to a position pursuant to Articles 26.13 or 26.14, the provisions of Article 12(Advertising of Vacancies) shall not apply.
- 26.16 An employee may decline to accept a temporary assignment which falls outside the bargaining unit.
- 26.17 Where an employee is temporarily assigned to perform a lower rated position, and there is work reasonably available for him/her in the position from which he or she was assigned, he or she shall continue to be paid his/her current rate for the duration of such assignment.
- 26.18 Employees will not be required to have personal vehicles available as a condition of employment.
- 26.19 The Employer's current policy regarding reimbursement of expenses, including personal expenses, meals, and relocation expenses will continue.
- 26.20 Where employees are temporarily assigned work outside of their regularly assigned workplace, employees within reasonable commuting distance may choose to commute rather than staying overnight in the new location. In such cases, travel time and kilometrage will be converted to a dollar amount and paid up to a maximum of the equivalent cost of hotel and meal costs. Such commuting will be outside of assigned working hours.
- 26.21 Where employees are on a work assignment which requires them to be away from home for more than one week at a time, and the employees choose to return home on the weekend(s) involved, the Employer shall reimburse expenses up to a maximum of the equivalent cost of hotel and meal costs for the weekend(s) involved.

- 26.22 The use of facilities and services of MPAC shall be made reasonably available to the Union subject to priorities determined by MPAC in its discretion. The Local Union will reimburse MPAC for any additional charges incurred by MPAC.
- 26.23 Subject to space availability, the Employer agrees to endeavor to provide space for meetings of the Local Union within MPAC offices.

ARTICLE 27- WAGES

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

ARTICLE 28 - DURATION

28.01 This Agreement shall continue in effect until the 31st day of December , 2005 and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date, of its desire to amend or terminate the Agreement.

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

SIGNED this _____ day of _____, 2003 .

For the Employer:

For the Union:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

SCHEDULE "A"

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

**APPENDIX A
WAGES**

<u>Classification</u>	<u>Regular Hourly Rates</u>				
Acquisition Specialist (AS)					
Jan 1, 2003	\$23.95	\$24.78	\$25.66	\$26.60	\$27.60
Jan 1, 2004	\$24.67	\$25.52	\$26.43	\$27.40	\$28.43
Jan 1, 2005	\$25.41	\$26.29	\$27.22	\$28.22	\$29.28
Administration 1 (AD1)					
Jan 1, 2003	\$15.88	\$16.17	\$16.51	\$16.84	\$17.18
Jan 1, 2004	\$16.36	\$16.66	\$17.00	\$17.35	\$17.70
Jan 1, 2005	\$16.85	\$17.16	\$17.51	\$17.87	\$18.23
Administration 2 (AD2)					
Jan 1, 2003	\$16.13	\$16.48	\$16.81	\$17.15	\$17.52
Jan 1, 2004	\$16.61	\$16.97	\$17.31	\$17.66	\$18.05
Jan 1, 2005	\$17.11	\$17.48	\$17.83	\$18.19	\$18.59
Administration 3 (AD3)					
Jan 1, 2003	\$16.48	\$16.81	\$17.16	\$17.52	\$17.91
Jan 1, 2004	\$16.97	\$17.31	\$17.67	\$18.05	\$18.45
Jan 1, 2005	\$17.48	\$17.83	\$18.20	\$18.59	\$19.00
Administration 4 (AD4)					
Jan 1, 2003	\$16.81	\$17.16	\$17.52	\$17.91	\$18.30
Jan 1, 2004	\$17.31	\$17.67	\$18.05	\$18.45	\$18.85
Jan 1, 2005	\$17.83	\$18.20	\$18.59	\$19.00	\$19.42
Administration 5 (AD5)					
Jan 1, 2003	\$17.18	\$17.58	\$17.96	\$18.33	\$18.76
Jan 1, 2004	\$17.70	\$18.11	\$18.50	\$18.88	\$19.32
Jan 1, 2005	\$18.23	\$18.65	\$19.06	\$19.45	\$19.90
Administration 6 (AD6)					
Jan 1, 2003	\$17.62	\$17.99	\$18.35	\$18.80	\$19.20
Jan 1, 2004	\$18.15	\$18.53	\$18.90	\$19.36	\$19.78
Jan 1, 2005	\$18.69	\$19.09	\$19.47	\$19.94	\$20.37

Administration 7 (AD7)

Jan 1, 2003	\$18.07	\$18.48	\$18.91	\$19.35	\$19.80
Jan 1, 2004	\$18.61	\$19.03	\$19.48	\$19.93	\$20.39
Jan 1, 2005	\$19.17	\$19.60	\$20.06	\$20.53	\$21.00

Administration 8 (AD8)

Jan 1, 2003	\$18.76	\$19.15	\$19.59	\$20.05	\$20.53
Jan 1, 2004	\$19.32	\$19.72	\$20.18	\$20.65	\$21.15
Jan 1, 2005	\$19.90	\$20.31	\$20.79	\$21.27	\$21.78

Administration 9 (AD9)

Jan 1, 2003	\$19.60	\$20.05	\$20.50	\$20.97	\$21.52
Jan 1, 2004	\$20.19	\$20.65	\$21.12	\$21.60	\$22.17
Jan 1, 2005	\$20.80	\$21.27	\$21.75	\$22.25	\$22.84

Administration 10 (AD10)

Jan 1, 2003	\$20.57	\$21.11	\$21.67	\$22.23	\$22.80
Jan 1, 2004	\$21.19	\$21.74	\$22.32	\$22.90	\$23.48
Jan 1, 2005	\$21.83	\$22.39	\$22.99	\$23.59	\$24.18

Administration 11 (AD11)

Jan 1, 2003	\$22.35	\$22.99	\$23.69	\$24.40	\$25.13
Jan 1, 2004	\$23.02	\$23.68	\$24.40	\$25.13	\$25.88
Jan 1, 2005	\$23.71	\$24.39	\$25.13	\$25.88	\$26.66

Communications**Specialist (COM)**

Jan 1, 2003	\$30.75	\$31.86	\$32.99	\$34.20	\$35.43
Jan 1, 2004	\$31.67	\$32.82	\$33.98	\$35.23	\$36.49
Jan 1, 2005	\$32.62	\$33.80	\$35.00	\$36.29	\$37.58

Customer Service**Representative (CSR)**

Jan 1, 2003	\$25.53	\$26.35	\$27.18	\$28.03	\$29.17	\$30.41
Jan 1, 2004	\$26.30	\$27.14	\$28.00	\$28.87	\$30.04	\$31.32
Jan 1, 2005	\$27.09	\$27.95	\$28.84	\$29.74	\$30.94	\$32.26

Data Base Administrator (DBA)

Jan 1, 2003	\$36.42	\$38.07	\$39.78	\$41.57	\$43.45
Jan 1, 2004	\$37.51	\$39.21	\$40.97	\$42.82	\$44.75
Jan 1, 2005	\$38.64	\$40.39	\$42.20	\$44.10	\$46.09

Drafter 1 (DRA1)

Jan 1, 2003	\$17.17	\$17.58	\$18.01	\$18.46	\$18.92
Jan 1, 2004	\$17.69	\$18.11	\$18.55	\$19.01	\$19.49
Jan 1, 2005	\$18.22	\$18.65	\$19.11	\$19.58	\$20.07

Drafter 2 (DRA2)

Jan 1, 2003	\$19.82	\$20.35	\$20.88	\$21.47	\$22.06
Jan 1, 2004	\$20.41	\$20.96	\$21.51	\$22.11	\$22.72
Jan 1, 2005	\$21.02	\$21.59	\$22.16	\$22.77	\$23.40

Drafter 3 (DRA3)

Jan 1, 2003	\$21.53	\$22.22	\$23.00	\$23.73	\$24.57
Jan 1, 2004	\$22.18	\$22.89	\$23.69	\$24.44	\$25.31
Jan 1, 2005	\$22.85	\$23.58	\$24.40	\$25.17	\$26.07

Financial Analyst (FIN)

Jan 1, 2003	\$23.38	\$24.34	\$25.33	\$26.37	\$27.43
Jan 1, 2004	\$24.08	\$25.07	\$26.09	\$27.16	\$28.25
Jan 1, 2005	\$24.80	\$25.82	\$26.87	\$27.97	\$29.10

Information Coordinator (INC)

Jan 1, 2003	\$24.09	\$25.09	\$25.68	\$26.69	\$28.16
Jan 1, 2004	\$24.81	\$25.84	\$26.45	\$27.49	\$29.00
Jan 1, 2005	\$25.55	\$26.62	\$27.24	\$28.31	\$29.87

Information Technology Analyst 1 (ITA1)

Jan 1, 2003	\$21.78	\$22.45	\$23.15	\$23.87	\$24.62
Jan 1, 2004	\$22.43	\$23.12	\$23.84	\$24.59	\$25.36
Jan 1, 2005	\$23.10	\$23.81	\$24.56	\$25.33	\$26.12

Information Technology Analyst 2 (ITA2)

Jan 1, 2003	\$24.26	\$25.07	\$25.86	\$26.92	\$28.03
Jan 1, 2004	\$24.99	\$25.82	\$26.64	\$27.73	\$28.87
Jan 1, 2005	\$25.74	\$26.59	\$27.44	\$28.56	\$29.74

Information Technology Analyst 3 (ITA3)

Jan 1, 2003	\$27.07	\$28.04	\$29.34	\$30.66	\$32.09
Jan 1, 2004	\$27.88	\$28.88	\$30.22	\$31.58	\$33.05
Jan 1, 2005	\$28.72	\$29.75	\$31.13	\$32.53	\$34.04

Information Technology Analyst 4 (ITA4)

Jan 1, 2003	\$29.07	\$30.37	\$31.81	\$33.27	\$34.98
Jan 1, 2004	\$29.94	\$31.28	\$32.76	\$34.27	\$36.03
Jan 1, 2005	\$30.84	\$32.22	\$33.74	\$35.30	\$37.11

Information Technology Analyst 5 (ITA5)

Jan 1, 2003	\$31.29	\$32.74	\$34.40	\$36.00	\$38.07
Jan 1, 2004	\$32.23	\$33.72	\$35.43	\$37.08	\$39.21
Jan 1, 2005	\$33.20	\$34.73	\$36.49	\$38.19	\$40.39

Legislation Specialist (LEG)

Jan 1, 2003	\$30.29	\$31.80	\$33.38	\$35.05	\$36.80
Jan 1, 2004	\$31.20	\$32.75	\$34.38	\$36.10	\$37.90
Jan 1, 2005	\$32.14	\$33.73	\$35.41	\$37.18	\$39.04

Manager Data Services (MDS 1)

Jan 1, 2003	\$19.64	\$22.76
Jan 1, 2004	\$20.23	\$23.44
Jan 1, 2005	\$20.84	\$24.14

Property Assessor 1 (PA1)

Jan 1, 2003	\$15.66	\$16.04	\$16.47	\$16.90	\$17.32	\$17.81	\$18.27	\$18.79
Jan 1, 2004	\$16.13	\$16.52	\$16.96	\$17.41	\$17.84	\$18.34	\$18.82	\$19.35
Jan 1, 2005	\$16.61	\$17.02	\$17.47	\$17.93	\$18.38	\$18.89	\$19.38	\$19.93

Property Assessor 2 (PA2)

Jan 1, 2003	\$18.72	\$19.24	\$19.82	\$20.39	\$21.02	\$21.66	
Jan 1, 2004	\$19.28	\$19.82	\$20.41	\$21.00	\$21.65	\$22.31	\$23.00 (new)
Jan 1, 2005	\$19.86	\$20.41	\$21.02	\$21.63	\$22.30	\$22.98	\$23.69

Property Assessor 3 (PA3)

Jan 1, 2003	\$24.34	\$25.07	\$25.85	\$26.68	\$27.52	\$28.40
Jan 1, 2004	\$25.07	\$25.82	\$26.63	\$27.48	\$28.35	\$29.25
Jan 1, 2005	\$25.82	\$26.59	\$27.43	\$28.30	\$29.20	\$30.13

Property Assessor 4 (PA4)

Jan 1, 2003	\$25.53	\$26.35	\$27.18	\$28.03	\$29.17	\$30.41
Jan 1, 2004	\$26.30	\$27.14	\$28.00	\$28.87	\$30.05	\$31.32
Jan 1, 2005	\$27.09	\$27.95	\$28.84	\$29.74	\$30.95	\$32.26

Property Assessor 5 (PA5)

Jan 1, 2003	\$28.84	\$29.85	\$30.88	\$31.94	\$33.05	\$34.21
Jan 1, 2004	\$29.71	\$30.75	\$31.81	\$32.90	\$34.04	\$35.24
Jan 1, 2005	\$30.60	\$31.67	\$32.76	\$33.89	\$35.06	\$36.30

Statistical Analyst 1 (STA1)

Jan 1, 2003	\$19.12	\$19.43	\$19.73	\$20.05	\$20.36	\$20.67	\$20.98	\$21.34	\$21.66
Jan 1, 2004	\$19.69	\$20.01	\$20.32	\$20.65	\$20.97	\$21.29	\$21.61	\$21.98	\$22.31
Jan 1, 2005	\$20.28	\$20.61	\$20.93	\$21.27	\$21.60	\$21.93	\$22.26	\$22.64	\$22.98

Statistical Analyst 2 (STA2)

Jan 1, 2003	\$22.20	\$22.91	\$23.67	\$24.47	\$25.28
Jan 1, 2004	\$22.87	\$23.60	\$24.38	\$25.20	\$26.04
Jan 1, 2005	\$23.56	\$24.31	\$25.11	\$25.96	\$26.82

Statistical Analyst 3 (STA3)

Jan 1, 2003	\$27.07	\$28.22	\$29.43	\$30.71	\$32.06
Jan 1, 2004	\$27.88	\$29.07	\$30.31	\$31.63	\$33.02
Jan 1, 2005	\$28.72	\$29.94	\$31.22	\$32.58	\$34.01

Statistical Analyst 4 (STA4)

Jan 1, 2003	\$32.38	\$34.05	\$35.66	\$37.78	\$39.91
Jan 1, 2004	\$33.35	\$35.07	\$36.73	\$38.91	\$41.11
Jan 1, 2005	\$34.35	\$36.12	\$37.83	\$40.08	\$42.34

NOTES:

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

LETTER OF UNDERSTANDING

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

RE: Articles 11.01 and 24.02

Dear Madam:

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

Lisa Beauchamp-Yates	Head Office
Catherine Imray	Head Office
Steven Edwards	Head Office
Maddy Cooper	RAO 27
Donald Fertile	RAO 10
Angie Froehlich	RAO 15
Douglas Hawn	RAO 28
Ellen Kelly	Head Office
Janice Lackey	RAO 9
Lucille Lucier	RAO 26
Elizabeth Mallette	RAO 28
Craig Rump	RAO 5
Elaine Stanley	RAO 9
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 Service prior to her date of employment with MPAC, for the purposes of Articles 11 and 24.

Yours truly,

Eric Preston, Vice-President
Corporate and Human Resources

LETTER OF UNDERSTANDING

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

RE: Seniority - Temporary Employees

Dear Madam:

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

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

Yours truly,

Eric Preston, Vice-President
Corporate and Human Resources

LETTER OF UNDERSTANDING

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

RE: Special compensation entitlement on termination

Dear Madam:

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

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

Yours truly,

Eric Preston Vice-President
Corporate and Human Resources

LETTER OF UNDERSTANDING

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

RE: Post-Retirement Benefits

Dear Madam:

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

- a) Employees who have ten (10) years service with the OPS Pension Plans will continue to be eligible, upon retirement from MPAC, for benefit coverage through the OPS Pension arrangements, such coverage to be in accordance with the OPS benefit plans in effect at the date of retirement;
- 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 MPAC, for basic life insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan, such coverage to be in accordance with the MPAC plans in effect at the date of retirement. Such coverage shall be at the level the employee enjoyed at the date of retirement, and subject to the same premium sharing arrangements in effect at the date of retirement.

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 MPAC, for Basic Life Insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan, such coverage to be in accordance with the MPAC plans in effect at the date of retirement. Such coverage shall be at the level the employee enjoyed at the date of retirement, and subject to the same premium sharing arrangements in effect at the date of retirement.

Yours truly,

Eric Preston Vice-President
Corporate and Human Resources

LETTER OF UNDERSTANDING

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

RE: Benefit Plans

Dear Madam:

This will confirm the understanding that the intent of the Employer is to provide the same benefits to employees 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.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

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

RE: Safety Equipment

Dear Madam:

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

- (a) MPAC will reimburse, as required, to a maximum of \$85.00 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, MPAC will provide a hard hat on a personal basis. Hard hats shall remain the property of MPAC.
- (c) Where required, MPAC will supply CSA approved eyewear from office stock;
- (d) Corporation vehicles will be certified for safety on an annual basis. A corporation vehicle that has in excess of 160,000 kilometers shall be certified for safety every 6 months;
- (e) All Corporation vehicles will be supplied with a first aid kit.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

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

RE: OPSEU Joint Trusteed Benefit Plan

Dear Madam:

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

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

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

RE: EAP Program

Dear Madam:

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

1. The full cost of the program to be borne by the Employer.
2. The program shall be available to all employees and their immediate families.
3. Participants will self-identify.
4. The Employer will endeavor to obtain coverage to provide an unlimited number of counseling sessions annually, but in no case will it be less than a maximum of six (6) counseling sessions per family unit annually.
5. The program shall be completely anonymous and confidential.
6. The program shall be implemented within sixty (60) days of ratification.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

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

RE: Education Reimbursement

Dear Madam:

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

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

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

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

RE: Pension Bridging

Dear Madam:

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

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

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

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

undertakes to implement such an arrangement. The Employer will discuss the matter with the Union Management Committee as appropriate.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

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

RE: Violence in the Workplace

Dear Madam,

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

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

Ms. Leah Casselman
President
OPSEU

Dear Ms. Casselman:

Re: Short-Term Sickness

This will confirm certain understandings reached during negotiations regarding short-term sickness during the term of the collective agreement:

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

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

Ms. Leah Casselman
President
OPSEU

Dear Ms. Casselman:

RE: Temporary Employees

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

The parties agree to the following guidelines:

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

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

Ms. Leah Casselman
President OPSEU

Dear Ms. Casselman:

RE: Pension Bridging

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

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

Ms. Leah Casselman
President OPSEU

Dear Ms. Casselman:

RE: Split Shifts

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

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING

Ms. Leah Casselman
President
OPSEU

Dear Ms. Casselman:

Re: Corporate Reorganization

This will confirm certain understandings regarding arrangements to complete the corporate reorganization and assist employees who may be affected by the reorganization.

1. It is agreed that, subject to paragraph 4, employees in the bargaining unit who, at the date of ratification, are surplus to the Corporation's requirements as a result of the reorganization, are subject to the provisions of this letter.
2. On or about the tenth (10th) working day following ratification of the Collective Agreement, the Corporation shall deliver a notice of layoff to the employees described in paragraph 1.
3. The Corporation undertakes to advertise, pursuant to Article 12.01, as many unadvertised vacancies as possible, (including, as a minimum, the vacancies listed in the attached document titled "Field Office Vacancies") no later than the date referred to in paragraph 2. It is agreed that the layoff and displacement process will continue at the same time as the process of filling the vacancies. It is also agreed that:
 - a) employees who have applied for vacancies prior to their layoff shall continue to be considered for the positions;
 - b) employees who are laid off shall continue to have the right to apply for vacancies for a period of three months after their layoff, and to be considered as internal candidates; this is subject to any recall rights that have priority;
 - c) if a laid off employee is successful in a competition, he or she shall refund, on a pro-rata basis, any termination payments.

4. Within ten (10) calendar days of the delivery of the notices referred to in paragraph 2, any employee who is eligible for factor 80 may signify a willingness to retire. Upon receipt of such notification, the Corporation shall deliver a notice of layoff to such person, who shall retire and shall have no displacement or other rights under this letter or the collective agreement. If such a retirement will directly eliminate the need for a layoff, the Corporation shall withdraw the outstanding notice of layoff from the person whose layoff is being eliminated.
5. Within fifteen (15) calendar days of delivery of the notices referred to in paragraph 2, the Corporation shall assign, pursuant to Article 13.07 of the Collective Agreement, as many of the affected employees as possible to vacancies as prescribed by the article. It is agreed that any such employee who is assigned to a position within a classification having a lower maximum rate shall have his or her former rate of pay maintained for a period of twelve (12) months. After twelve months, if the employee is still assigned to the lower paying position, their rate of pay will be reduced to the appropriate rate of pay for the position. The employee so affected shall retain the right to recall to his or her former position should a vacancy occur within a period of the employee's length of seniority to a maximum of eighteen (18) months; if more than one employee has rights to be recalled to the same position, seniority shall govern.
6. Upon expiry of the fifteen (15) day period referred to in paragraph 5, the provisions of articles 13.02, 13.03 and 13.04 shall be applied, subject to 13.08, 13.09 and 13.10. The Corporation shall endeavor to complete the process within fifteen (15) calendar days. Provisions regarding the rate of pay for displacing employees shall be as provided in paragraph 5.
7. After the application of paragraph 6, any affected employee who is laid off shall receive an amount equal to four (4) months regular pay inclusive of entitlements under Article 13.11. At the time of layoff the employee shall make an election in writing, either to be paid the termination pay immediately or to defer payment until the end of the recall period. In default of election, the employee shall be deemed to have elected to be paid the termination pay immediately. Where the employee elects or is deemed to have elected to receive immediate payment, he or she shall be deemed to have waived all rights of recall.
8. Employees referred to in paragraph 7 may also be reimbursed for up to \$2,000 for educational courses or transition support services, where such courses or services will assist employees in securing other employment, as approved by the Union Management Committee.
9. The parties agree to the following arrangements regarding grievances that have been filed as a consequence of the reorganization:
 - (a) The following outstanding Union grievances are withdrawn, without prejudice:

01-UNION-085
02-UNION-055
02-UNION-056
02-UNION-057
02-UNION-058
02-UNION-063
02-UNION-064
02-UNION-065
02-UNION-066
02-UNION-067
02-UNION-073
02-UNION-074
02-UNION-075
02-UNION-076
02-UNION-077
02-UNION-078
02-UNION-079
02-UNION-080
02-UNION-081
02-UNION-082
02-UNION-083
02-UNION-084
02-UNION-085
02-UNION-086
02-UNION-087

- (b) all outstanding individual grievances shall be settled, and if necessary, resolved by mediation/arbitration by George Adams or William Kaplan. If both are unavailable to accept the assignment, the mediator/arbitrator shall be selected by lot from the list in Article 10.16;
- (c) the Union Management Committee shall review the outstanding grievances and attempt to facilitate the mediation/arbitration process;
- (d) the mediator/arbitrator shall settle, and if necessary, resolve any grievances that remain after the review referred to in (c), in as expeditious a manner as possible; he or she may utilize and act on such material and/or submissions as he or she considers necessary.

10. The parties agree to the following arrangements with respect to grievances filed regarding the implementation of this letter:

- (a) there will be no Union grievances filed, except after a review of the circumstances by the

Union Management Committee;

- (b) any grievances shall be settled, and if necessary, resolved by mediation/arbitration by the mediator/arbitrator referred to in paragraph 9 (b), in the manner described in paragraph 9 (d), after a review by the Union Management Committee.

11. The parties agree to resolve the lawsuit filed by the Employer regarding alleged infringements by the Union of the Employer's copyright protections, on the following basis:

- (a) the Union agrees to delete from the website any representation of the Employer's logo and the material included as "Futures Implementation Package May 24, 2001";
- (b) the Employer shall withdraw the lawsuit without prejudice;
- (c) the parties shall instruct their counsel to cooperate in ensuring that (a) and (b) are accomplished;
- (d) each party shall bear its own costs of the lawsuit.

12. The Union Management Committee shall monitor the implementation of this letter, and shall encourage employees, to the extent feasible, to exercise the options that are available to them that will avoid or ameliorate the necessity for layoffs. It is agreed that communications by either party shall be consistent with the purposes of this letter.

Yours truly,

Eric Preston
Vice-President Corporate and Human Resources

FIELD OFFICE VACANCIES

Assessment Office	Advertised Vacancies	Unadvertised Vacancies	Total
#01 - Cornwall	0	0	0
#02 - Brockville	1 CSR (MPAC-054-02)	0	1
#03 - Ottawa	1 PA3 (MPAC-071-02) 1 PA3 (MPAC-002-03)	5 PA2	7
#04 - Pembroke	0	0	0
#05 - Kingston	1 CSR (MPAC-054-02)	0	1
#06 - Trenton	0	0	0
#06a - Bancroft	0	1 PA2	1
#07 - Lindsay	0	0	0
#07a - Peterborough	0	0	0
#09 - Toronto	0	1 PA5 8 PA2	9
#13 - Oshawa	0	4 PA2	4
#14 - Aurora	1 PA3 (MPAC-072-02) 4 PA3 (MPAC-073-02)	1 PA5 1 CSR 1 AD7 (CSC)	8
#15 - Mississauga	2 PA3 (MPAC-074-02)	1 PA3	3
#16 - Barrie	2 PA3 (MPAC-075-02) 1 PA3 (MPAC-076-02)	1 ITA2	4
#17 - Bracebridge	0	0	0
#18 - St. Catharines	0	0	0
#19 - Hamilton	1 STA3 (MPAC-056-02)	1 PA2	2
#20 - Brantford	0	0	0
#21 - Cambridge	3 PA3 (MPAC-077-02)	1 PA3	4
#22 - Guelph	0	0	0
#23 - London	1 PA3 (MPAC-078-02)	2 CSR	3
#24 - Goderich	0	0	0
#25 - Owen Sound	0	0	0

Assessment Office	Advertised Vacancies	Unadvertised Vacancies	Total
#26 - Chatham	1 AD8 (MRA) (MPAC-001-03)	0	1
#26a - Sarnia	0	0	0
#27 - Windsor	0	0	0
#28 - North Bay	0	1 CSR	1
#28a - Parry Sound	0	1 PA2	1
#29 - Timmins	0	0	0
#30/30a - Sudbury/Little Current	0	0	0
#31 - Sault Ste. Marie	0	0	0
#32 - Thunder Bay	0	0	0
#32a - Kenora	0	0	0
#32b - Fort Frances	0	0	0
#32c - Dryden	0	1 PA2	1
TOTAL	20	31	51