

AMENDMENTS TO UNIFIED COLLECTIVE AGREEMENT

1. WAGES

Amend wage rates as follows:

- Increase all rates across the board effective January 1, 2005 – 2%
- Increase all rates across the board effective January 1, 2006 – 2.25%
- Increase all rates across the board effective January 1, 2007 – 2.5%
- Increase all rates across the board effective January 1, 2008 – 3%
- Above increases to be compounded

2. ARTICLE UN16 - SALARY

Delete Articles 16.2.1, 16.2.2 and 16.2.3 and replace with:

“ 16.2 Effective January 1, 2005, an employee who is at the maximum of the salary range for his or her classification shall continue to be eligible for an increase to his or her rate of pay of three percent (3%) over the maximum rate of the classification. Such increase shall be based on satisfactory performance. For greater certainty, this increase is in lieu of, and not in addition to, the amounts provided for under 16.2.1, 16.2.2 and/or 16.2.3 of the former collective agreement. “

Letter of Understanding as follows:

Mr. Terry Baxter
Chief Negotiator, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Dear Mr. Baxter,

Re: Article UN16.2

This will clarify the intention of the proposed Article 16.2. The words “shall continue to be eligible” are intended to capture the same formula for eligibility as are currently applied under Article UN16.2.3. Specifically:

- a) Employees who have been at the maximum of the range for at least 12 months, and are currently receiving the increase of 3% as prescribed by UN16.2.3, shall continue to be eligible to receive it;
- b) Employees who have been at the maximum of the range for less than 12 months shall receive the increase of 3% once they have been at the maximum for 12 months;

- c) Employees who are not at the maximum of the range will receive the increase of 3% once they have been at the maximum for 12 months;
- d) Eligibility shall, in each of (a), (b) and (c) above, continue to be based on satisfactory performance.

I trust this is satisfactory to clarify the matter.

Yours truly,

Elizabeth McKnight
 Director, OPSEU Negotiations

3. SPECIAL ADJUSTMENTS

Special adjustments shall be as follows:

The following are special classification adjustments. These increases will be applied to existing rates, prior to any across the board increases, and an ATB increase on the same date will be compounded on the special adjustment.

- 1. The salary rates for all steps in the Air Engineer class series will be revised as follows:

- i. 5% on January 1, 2005
- ii. 5% on January 1, 2006

- 2. The salary rates for all steps in the Pharmacist Staff class will be increased as follows:

- i. 4% on January 1, 2005
- ii. 4% on January 1, 2006
- iii. 4% on January 1, 2007

- 3. The salary ranges for the new Ambulance Communications Officer series will be established effective January 1, 2005, as follows:

Ambulance Communications Officer 1

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
23.18	23.66	24.21	25.20	26.70	26.95

The MOHLTC employees in positions classified in the Communications Operator 2 class, as well as employees in the air ambulance dispatch positions in the Paramedic 1, Land class and in the OAG11 class shall, effective January 1, 2005, be covered by the Ambulance Communications Officer 1 class.

Ambulance Communications Officer 2

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
24.21	24.96	25.77	26.83	28.35	28.62

The MOHLTC employees in positions classified in the Communications Operator 3 class will be covered by the new Ambulance Communications Officer 2 class.

Any negotiated Across the Board increases will be applied to these rates.

4. The salary rates for all steps in the Forester and Biologist class series will be increased as follows:
 - i. 4% on January 1, 2005
 - ii. 4% on January 1, 2006

5. The salary rates for all steps in the Social Worker 1, Social Worker 2, Social Work Supervisor 1, Social Work Supervisor 2 and Social Work Assistant classes will be increased as follows:
 - i. 2% on January 1, 2005
 - ii. 1% on January 1, 2006

6. The salary rates for all steps in the Psychologist 1 and 2 classes, and the Psychologist Inpatient/Outpatient class will be increased as follows:
 - i. 4% on January 1, 2005
 - ii. 4% on January 1, 2006

7. The salary rates for all steps in the Psychometrist 1 and 2 classes will be increased as follows:
 - i. 2% on January 1, 2005
 - ii. 1% on January 1, 2006

8. The salary rates for all steps in the Occupational Therapist 1, 2 and 3 classes will be increased as follows:
 - i. 2% on January 1, 2005
 - ii. 1% on January 1, 2006

9. The salary rates for all steps in the Scientist 1, 2, 3, and 4 classes will be increased as follows:
 - i. 2% on January 1, 2005

10. The salary rates for all steps in the Research Scientist 1, 2, 3, 4 and 5 classes will be increased as follows:
- i. 2% on January 1, 2005
11. The salary rates for all steps in the Pesticides and Terrestrial Effects Officer class will be increased as follows:
- i. 4% on January 1, 2005
 - ii 4% on January 1, 2006
12. The salary rate for all steps in the Nursing Home Officer Environmental Health class will be increased as follows:
- i. 5% on January 1, 2005
 - ii 4% on January 1, 2006
13. The hourly salary note for employees in the Ontario Clean Water Agency who complete and maintain facility operator's licenses, will be revised effective January 1, as follows:

Certification Level	Water Treatment License	Water Distribution License	Water Distribution and Supply	Wastewater Treatment License	Wastewater Collection License	Water Quality Analyst
I	\$0.10	\$0.10	\$0.10	\$0.10	\$0.10	
II	\$0.20	\$0.20	\$0.20	\$0.20	\$0.20	
III	\$0.30	\$0.30	\$0.30	\$0.30	\$0.30	
IV	\$0.50	\$0.50	\$0.50	\$0.50	\$0.50	
						\$0.20

Employees shall be compensated for each individual license acquired and maintained, based on the highest certification level attained for that license.

For example, an employee with a Level I Water Treatment License and a Level II Water Distribution License would receive an hourly salary note for each, i.e. \$0.10 and \$0.20, for a total of \$0.30.

Overall Responsible Operator

Water

The employee designated as the Overall Responsible Operator in accordance with Section 23 of the Safe Drinking Water Act, 2002, Regulation 128/04, will receive an additional \$2.00 an hour up to a maximum of \$80.00 per week.

Wastewater

The employee designated as the Overall Responsible Operator in accordance with Section 15 of the Ontario Water Resources Act, Regulation 129/04, will receive an additional \$2.00 an hour up to a maximum of \$80.00 per week.

Note: The revised note to be included in the General Notes and Allowances Section of the Unified Bargaining Unit collective agreement.

14. The salary rates for all steps in the Workers Compensation Advisor 1 and 2 classes will be increased as follows:

- i. 3% on January 1, 2005
- ii. 3% on January 1, 2006

4. OVERTIME

ARTICLE UN8 – OVERTIME

Effective August 15, 2005, Articles UN8.7.1 and UN8.7.4 are amended as follows:

- 1.) Article UN8.7.1(a) is amended by deleting “one-half (.5) hour” and substituting “one (1) hour” and by deleting “48 hours” and substituting “44 hours”.
- 2.) Article UN8.7.1(b) is amended by deleting “one (1) hour” and substituting “one and one-half (1.5) hours” and deleting “48 hours” and substituting “44 hours”.
- 3.) Article UN8.7.4 is amended by deleting “equivalent time off” and substituting “compensating leave of one and one-half (1.5) hours for each hour worked.”

5. APPENDICES

The Parties agree to the following amendments to the renewal collective agreement:

1. Delete Appendix UN4 – Schedule 5 employees
2. Appendix UN7

The Parties agree to place point #1 and OCWA table in General notes and allowance and delete the remainder of the Appendix.

6. ON-CALL DUTY

Add the following sentence to Article UN11.5:

“The Employer shall continue its practice of taking into account employee preferences in determining which employees are required to be on-call, and when.”

7. SCOPE CLAUSE

ARTICLE UN1 – RECOGNITION

Revoke Article UN1.1 and replace with:

UN1.1 The Ontario Public Service Employees Union (OPSEU) for the purpose of this collective agreement is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees contained within the Unified Bargaining Unit. The Unified Bargaining Unit consists of all employees contained in the Administrative Bargaining Unit, the Institutional and Health Care Bargaining Unit, the Office Administration Bargaining Unit, the Operation and Maintenance Bargaining Unit, and the Technical Bargaining Unit as described in Article 1.1 of the Central Collective Agreement, and such description is deemed to be incorporated in this collective agreement.