

## **AMENDMENTS TO CENTRAL COLLECTIVE AGREEMENT**

### **1. MINISTRY EMPLOYEE RELATIONS COMMITTEES**

New Letter of Understanding and Terms of Reference as follows:

#### **Letter of Understanding**

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

Re: Ministry Employee Relations Committee

Dear Mr. Baxter:

During bargaining, the parties have agreed on the value of communications at the local level. To that end, it is agreed that a Ministry Employee Relations Committee will be established within each Ministry, which shall be deemed to be the ERC as referred to in Article 16.2, and the attached model terms of reference may be adopted or adapted as determined by the parties. It is understood that this does not affect the Ministry of Community Safety and Correctional Services, which already has terms of reference attached to the Correctional Bargaining Unit collective agreement.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

### **MINISTRY EMPLOYEE RELATIONS COMMITTEE**

#### **TERMS OF REFERENCE**

##### **Purpose**

The parties recognize the value of discussing issues of mutual interest in order to achieve understanding and where required resolution and thus enhance the relationship between Management, the Union and the Employees. It is understood that resolutions reached at these meetings shall respect the rights and entitlements contained in the collective agreement.

##### **Duties Of The Committee**

The committee shall discuss issues as submitted by the parties in sufficient time to allow for proper preparation in advance of the meeting.

Items may be raised at the meeting itself but only for the purpose of being scheduled for discussion at a subsequent meeting, unless otherwise agreed to by the parties.

The committee shall discuss issues that have been referred from the workplace level that have been discussed at that level but have not been resolved.

The committee may refer to the CERC items that have been discussed at this level but remain unresolved.

The committee will establish a timeframe within which to respond to an agenda issue discussed at a meeting. In determining a timeframe the parties shall consider the complexity of the issue and allow sufficient time to investigate and respond. In the event that the parties cannot determine a timeframe, a response must be given within thirty (30) working days from the date of the meeting at which the issue was discussed.

An agenda as developed by the Co-Chairs shall be circulated to the members of the committee at least three (3) working days in advance of the date of the meeting.

At the conclusion of the meeting the Co-Chairs shall ensure that draft minutes of the meeting are prepared and circulated to the members of the committee within ten (10) working days from the date of the meeting. These minutes shall be signed by the Co-Chairs who authorize them for distribution. The signed minutes will be posted on the Ministry's intranet and on the Union's website.

### **Composition**

There shall be up to five (5) members from the Union, which may include an OPSEU staff representative, and an equal number from Management.

Other resources can join a meeting to discuss a particular item on the agenda.

### **Chairs**

The committee shall have Co-Chairs, one from management and one from the union who will ensure the following:

- Schedule meetings
- Develop an agenda
- Ensure that minutes are prepared by the Ministry and released in a timely fashion
- Alternate as chairs of a meeting. It shall be the responsibility of the Chair to ensure that discussion proceed in a manner that allows full discussion of the views of the members in an atmosphere of dignity and respect.

### **Frequency Of Meetings**

There shall be at least four (4) meetings per calendar year.

Other meetings may be scheduled with the agreement of the Co-Chairs.

## **Time Off**

Union members of the committee shall have the time spent travelling to scheduled meetings, and the time spent at the joint meetings of the committee with no loss of regular pay, seniority and credits.

## **2. WORKLOAD**

New Letter of Understanding as follows:

### **Letter of Understanding**

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

Re: Workload Issues

Dear Mr. Baxter:

This will record certain understandings reached during collective bargaining.

The Union has advised that workload issues are of concern to some employees in the bargaining unit, and that there have been some innovative joint solutions that have been discussed and addressed through dialogue between the parties.

Thus, the parties have agreed on the following principles:

- a) If an employee or employees have a concern(s) regarding workload, it should first be discussed with the appropriate manager;
- b) If the issue remains unresolved, the Union may raise it at the appropriate MERC;
- c) The parties recognize that open and candid dialogue and a mutual commitment to building trust will go a long way to the resolution of the issues that arise.
- d) While the parties understand that the MERCs, as a part of their mandate, will monitor and attempt to resolve specific workload issues, such issues shall remain at the MERC and shall not be referred to the CERC.
- e) Where service delivery crosses more than one Ministry, the affected MERCs will form a working group to resolve workload issues. Where necessary, the CERC may be called upon to assist in the establishment of the working group.

It is understood that this letter is to be read in conjunction with Article 16 (Local and Ministry Negotiations).

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

**3. APPENDICES 1 and 2 – UNION DUES**

Delete Appendices 1 and 2 and replace with new Appendix 1 as follows:

**APPENDIX 1**

**DATA FILE ON UNION DUES**

Mr. Terry Baxter, Chief Negotiator  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Re: Union Dues Data File

Dear Mr. Baxter,

This letter will confirm the understanding reached regarding the provision of union dues data for all bargaining unit employees and replaces the previous Appendix 1 and Appendix 2. This letter describes the parties' administration of Union dues check-off for all bargaining unit employees.

The Employer shall provide the Union with a monthly data file on Union dues. The data file shall contain the following information fields:

Ministry, Employee Name, Employee ID Number, Employment Status (i.e., active, leave with pay, leave without pay, terminated), Continuous Service Date, LTIP Reason (i.e., pending, approved, rehabilitation, reoccurrence), Full/Part Time Indicator, Employee Class (i.e., Classified, Unclassified), Sex, Geographic Work Location, Benefit Base Salary, Job Classification Code, Title and Category/Module, Payrate Amount and Code, Scheduled Hours, Class Schedule, Job Dues/Fees Code, Total Dues Deducted, Total Earnings, Home Position Indicator, Union Group, Change Indicator, and Reason Code.

Currently SIN numbers are being used in the place of the Employee ID number. The parties agree that the SIN number will be replaced by the Employee ID number within one year of ratification, during which time the parties will coordinate their electronic databases to facilitate this change.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human resource Management

**4. ARTICLING STUDENTS**

New Letter of Understanding as follows:

## Letter of Understanding

Mr. Terry Baxter, Chief Negotiator  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

### Re: Articling Students

Dear Mr. Baxter,

This will confirm our understanding arrived at during collective bargaining that, effective the date of ratification, any articling student hired from and after that date will not be included within the OPSEU bargaining unit, but will instead be covered by the ALOC/OCAA Framework Agreement.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

### 5. ARTICLE 56

Amend the second sentence of Article 56.1.1 by inserting the words "either electronically or" after the word "posted".

### 6. STUDENT WAGE RATES

#### Article 33 Student Employees (to be included in Appendix 12A)

Article 33.5.1 is amended in accordance with the following:

33.5 Wage Rates

33.5.1.1 During the term of this agreement, student wage rates shall be as follows:

(a)	GTA	Outside GTA
	January 1, 2005	
	Level 1	\$7.15
	Level 2	\$8.50

February 1, 2005		
Level 1	\$8.54	\$7.45
Level 2	\$10.33	\$9.24
February 1, 2006		
Level 1	\$8.88	\$7.75
Level 2	\$10.75	\$9.62
February 1, 2007		
Level 1	\$9.17	\$8.00
Level 2	\$11.10	\$9.93

**APPENDIX 12  
STUDENT WAGE RATES**

#5. Students in Special Employment Programs shall be paid as follows:

January 1, 2005	\$7.15
February 1, 2005	\$7.45
February 1, 2006	\$7.75
February 1, 2007	\$8.00

#6. Students in Ontario / Quebec Summer Student Job Exchange program shall be paid \$10.00 per hour effective February 1, 2005.

**7. TEMPORARY RECLASSIFICATIONS (not attached to Collective Agreement)**

New Letter of Understanding as follows:

**Letter of Understanding**

June 4, 2005

Mr. Terry Baxter  
Chief Negotiator  
Ontario Public Service Employees Union

Re: Confirmation of Temporary Reclassifications

This confirms that the Employer undertakes to make the temporary reclassification of a number of positions in Ministry of Environment permanent reclassifications effective the date of ratification of the Collective Agreement.

We are currently aware of 134 temporary reclassifications in the following classes:

Scientist 3	-	22
Scientist 4	-	52
Geoscientist 4	-	21

Research Scientist 4 - 34  
Research Scientist 5 - 5

If we become aware of any further temporary reclassifications in the same positions in the same classes we will make them permanent as well, effective the same date.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

**8. UNCLASSIFIED EMPLOYEES**

- (a) The parties agree to the following Memorandum of Agreement regarding the conversion of unclassified staff within the Ministry of Attorney General:

**MEMORANDUM OF AGREEMENT**

Between

The Crown in Right of Ontario  
(represented by Management Board of Cabinet)  
(hereinafter referred to as "the Employer")

– and –

MINISTRY OF ATTORNEY GENERAL  
(hereinafter referred to as "the Ministry")

– and –

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

**Re: Court Support Services of the Ministry of Attorney General, and  
Appendix 25 of the OPSEU Collective Agreement**

**PREAMBLE:**

The parties recognize that the majority of irregularly scheduled, unclassified court support staff employed by the Ministry of Attorney General are not regular part-time (RPT) as defined in the Collective Agreement, and,

The parties recognize and value the service and contribution of the unclassified court support staff, and,

The parties have a mutual interest in developing flexible part-time (FPT) classified positions in order to better attract and retain skilled, trained and experienced employees, and,

The parties have engaged in joint efforts to facilitate the establishment of this new flexible, part-time model which confers classified status and an evaluation of a Pilot Project was conducted and it was determined that overall the key stakeholders, including managers, employees and the Local Employee Relations Committee were supportive of the initiative, and,

The parties recognize that prior to the introduction of this new staffing model to eligible Ministry bargaining unit employees, the employer needs to create and implement systems, and test new systems and processes, in order to ensure it has the capacity to manage the scheduling and assignment of staff in accordance with a part-time, annualized-hours model, and,

The parties recognize and support the need for developing processes which recognize relative and internal equity among individual employees and ensure that employees are accorded neither advantage nor disadvantage relative to any prospective or applicable “roll-out” dates determined for their worksites or regionally, and,

The parties, after being engaged in the Pilot Project, referred the outstanding issues to the Central Table to be negotiated in collective bargaining, therefore,

Pursuant to Article 16 and Appendix 25 of the OPSEU Collective Agreement, and without precedent or prejudice to any other matter, the parties hereby agree to the following:

### **SECTION I - APPLICATION**

This Memorandum of Agreement (hereinafter referred to as the “Agreement”) applies to irregularly scheduled unclassified court support staff (hereinafter referred to as “Staff”) employed by the Court Services Division of the Ministry.

The Staff include unclassified Court Clerks, Court Registrars, Court Monitors, Court Reporters and Court Service Officers.

The parties agree that this Agreement shall facilitate the implementation of the flexible part-time model.

It is agreed that the Ministry will convert those employees who in the year prior to the execution of this Agreement have worked between 720 and 1500 hours, and who still remain on staff, to flexible part-time status. For greater clarity, the

one-year period is the twelve months immediately preceding the date of ratification.

Those employees converted shall be considered to be flexible part-time employees as dealt with in this Agreement and shall have classified status and the rights and benefits as described in this Agreement.

While it is the intention of the Ministry to convert the unclassified employees to classified status as quickly as possible, it is understood that the employees shall be converted to flexible part-time status by the Ministry no later than October 1, 2006 dependant upon the development, testing and implementation of management systems as set out in paragraph 5 of the preamble. It is understood that this date is also dependant upon the actual assessment of circumstances in individual locations and courthouses, and some variation may be unavoidable.

## **SECTION 2 – AVERAGING HOURS MODELS**

### **Categories of Annual Hours:**

Employees shall be assigned to one of the following categories of annual hours. However, these annual hours categories have been established based on historical data and may need to be revised in consultation with the Union as a result of implementation.

- Category 1: a minimum of 720 hours per annum;
- Category 2: a minimum of 1000 hours per annum;
- Category 3: a minimum of 1200 hours per annum;
- Category 4: a minimum of 1400 hours per annum;
- Category 5: a minimum of 1500 hours per annum.

**Note: It is agreed that Category 1 shall, in any event, not be altered.**

### **Hours Worked Over Annual Requirement:**

In addition to the minimum number of hours provided in an employee's assigned annual hours category, the Ministry may assign additional overage hours up to 10 percent (10%) of employees' assigned annual hours category. All hours worked prior to reaching the ten percent (10%) above threshold will be paid at straight time.

At the end of the averaging period, any excess hours standing to the employee's credit over and above the 10% overage will be considered overtime.

## **SECTION 3 – ASSIGNMENT TO ANNUAL HOURS CATEGORIES**

It is understood that assignment of employees to annual hours categories shall be determined by the Ministry, by taking into account factors such as

courtroom utilization hours, employees' historical unclassified hours of work (exclusive of training hours) and employer's operational needs.

An employee's total number of recorded unclassified hours shall be taken into account by the Employer as a factor when an employee is transferred to a different annual hours category.

The first year of implementation will require a joint review that may give rise to minor staffing adjustments.

The parties shall establish a joint committee consisting of four representatives from each of the Employer and the Union.

This committee is established for the sole purpose of assisting the Ministry in assigning employees to the hours tiers and the consultations contemplated under Section 2.

#### **SECTION 4- APPLICABLE COLLECTIVE AGREEMENT PROVISIONS**

The parties agree that only the following articles of the Collective Agreement will be applicable to the new FPT model, and no other articles apply unless specifically agreed: Articles 1, 2, 3, 4, 5, 8, 13, 14, 15, 16, 17, 21, 22, 23, 24, 25, 26, 27, 28, 29, 45, 56.4, 60, 64, 65, 66, 67, 68, 69, 72, 74, 75, 76, 77, 78, 79, 80, UN 7.

The waiting period shall be waived for benefit provisions, subject to the provisions of the benefit plans.

#### **SECTION 5- COLLECTIVE AGREEMENT PROVISIONS SUBJECT TO**

#### **FURTHER REVIEW**

It is understood that certain additional provisions may apply, and the parties shall review their applicability and make a final determination within a period of six months from the date of ratification.

#### **SECTION 6- DISPUTE RESOLUTION PROCESS**

The Ministry and the Union agree to appoint an equal number of representatives to a joint committee to facilitate the conversion and to resolve disputes stemming from the implementation or administration of the FPT model.

If the parties are unable to settle the dispute at the joint committee level, the dispute shall be resolved in mediation/arbitration in an expeditious and informal manner without prejudice. The mediator/arbitrator shall have all powers of an arbitrator under the Crown Employees Collective Bargaining Act. The mediator/arbitrator shall have no power to act as an interest arbitrator or to alter or amend any provision of this agreement.

The parties shall appoint a mediator/arbitrator from the following list:

Gerry Lee	Felicity Briggs
Louisa Davie	Rob Herman
Paula Knopf	

If the parties are unable to settle the dispute in mediation, the mediator/arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the dispute by arbitration.

When determining the dispute, the mediator/arbitrator may limit the nature and the extent of evidence and submissions and may impose such conditions that he or she considers appropriate.

The mediator/arbitrator shall be requested to make a decision within five days, but no later than 10 days after completing proceedings on the dispute submitted to arbitration.

The fees and expenses of the mediator/arbitrator shall be divided equally among the parties.

#### **SECTION 7 – ADDITIONAL REPORTING ALLOWANCE**

Where an employee reports for work at his or her scheduled starting time and work is not available, or the work is less than two (2) hours, he or she shall receive two (2) hours' credit towards his or her annual assigned hours.

This shall not apply where the employee has been notified, at least one (1) hour prior to his or her scheduled starting time, not to report for work.

Where the employee has been directed to return to work on the same day and there is no work or less than two (2) hours of work, he or she shall receive an additional two (2) hours' credit towards his or her annual assigned hours.

#### **SECTION 8 - DURATION AND RENEWAL**

This Agreement shall be effective as of the date of ratification of the collective agreement, and shall have no retroactive effect. This would have no effect on pension buyback.

It is understood that this agreement shall be considered part of the collective agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

For the union:

For the ministry:

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the employer:

\_\_\_\_\_  
\_\_\_\_\_

- (b) The parties agree to the following Letter of Understanding (not to be attached to the Collective Agreement) regarding the conversion of unclassified staff within the Ministry of Attorney General:

**LETTER OF UNDERSTANDING**

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

Dear Mr. Baxter:

Re: Conversion of Unclassified Staff – Ministry of Attorney General

This will confirm certain understandings regarding the provisions of the Memorandum of Agreement entered into regarding the conversion of unclassified staff in the courts, specifically with respect to the potential agreement to apply or modify some provisions of the collective agreement to flexible part-time staff that have not already been agreed will apply.

It has been agreed that any such application shall be agreed to within six months of ratification. It is understood that the parties shall discuss the matter for a period of three months after ratification. Any disagreement at that point shall be resolved by Kevin Whitaker, through a mediation/arbitration process, and he shall complete the process no later than six months from the date of ratification of the collective agreement. It is specifically understood that his jurisdiction is confined to determining the application of Articles 18, 19, 57, 62, 63.2, 70, 71, and 73, Appendices 9, 13, 17, 18, and UN 6, 9, 11, 12, 15 of the collective agreement or modifications of those provisions, that are clearly applicable to flexible part-time employees having regard to their unique circumstances and the specific needs and requirements of the Employer.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations

(c) Article 31A – Unclassified Employees,

**ARTICLE 31A – UNCLASSIFIED EMPLOYEES** is amended as follows:

Delete the words “more than twenty-four (24) hours during a week” from the first and second lines of Article 31A.10.1.

Add Articles 48.3 and 49 to the list of articles mentioned in Article 31A.16.1.

(d) New Letter of Understanding as follows:

### **Letter of Understanding**

#### **Unclassified Category of Employee**

The Employer commits to undertake research on current OPS practices as well as practices in other jurisdictions and sectors to better inform our decision-making.

The Employer commits to beginning its review within 30 days of ratification of the collective agreement and to complete the review within a year of ratification. The Employer further commits to sharing information from its research, including recommendations for action, with the Union.

Our goal is to reduce the gap between current practices regarding the unclassified workforce and more appropriate levels.

As an indication of its commitment to the above goals, and pending the implementation of longer term strategies, the employer undertakes to provide the union with the percentage of the OPSEU bargaining unit, effective April 1, 2005, which is made up of unclassified employees. The employer will reduce this percentage, on a year over year basis, for each year of this collective agreement and will provide the union with the percentage figure for April 1 of each year of the collective agreement for the purposes of substantiating that the percentage of unclassified employees has been reduced.

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

## **9. UNION LEAVE**

Article 23 is amended as follows:

### **ARTICLE 23 – LEAVE - UNION ACTIVITIES**

Amend Article 23.2.1 by changing “thirteen (13)” to read “fifteen (15)” and by adding the following sentences:

“A member of one of the Union’s bargaining teams who is an unclassified or classified employee shall be paid as if the employee worked full time in the appropriate schedule (not to exceed eight (8) hours per day) during the days from Monday to Friday during which bargaining occurs or travel time occurs. Such an unclassified employee who is normally employed in a correctional institution shall continue to have Appendix 24 applied as if the employee has worked eight (8) hours per day during the days from Monday to Friday during which bargaining occurs or travel time occurs.”

Articles 23.2.3.1, 23.2.3.2 and 23.2.3.3 (new):

“23.2.3.1 The Union may at its discretion require up to twenty-seven (27) members, at any one time, to be granted a leave of absence without pay but with no loss of credits for the purpose of assisting the Union in advising and educating the members with respect to the essential services and/or collective bargaining process and the issues in bargaining.

23.2.3.2 The leaves of absence under Article 23.2.3.1 shall commence no sooner than 180 days prior to the expiry of the collective agreement, and shall end on the date of ratification of the collective agreement. The Union will advise the Directors of Human Resources of the affected ministries, with copies to the Director, Employee Relations OPS, of the names and locations of such employees, as soon as practical, and in any event at least 15 days prior to the commencement date of the leaves.

23.2.3.3 During the process of essential services bargaining, the Union may request a reasonable number of employees to attend at the bargaining table for short periods to assist the bargaining team. As much notice as possible shall be given to the supervisor of the employee in question and the Director of Human Resources of the relevant ministry. The Employer shall grant the necessary time off without pay and with no loss of credits.

Article 23.2.4 is amended by changing “Articles 23.2.2 and 23.2.3” to read “Articles 23.2.2, 23.2.3, 23.2.3.1, and 23.2.3.3.

## **10. APPENDIX 20**

Appendix 20 is renewed and amended by deleting paragraphs 1, 3 and 4.

## **11. ARTICLE 20 – EMPLOYMENT STABILITY**

The following new provisions are to apply to any employee who is identified as being surplus pursuant to Article 20.1.2.1 on or after January 1, 2006. An

employee who is identified as surplus before January 1, 2006 shall be subject to the provisions of Article 20 as they read in the most recently-expired collective agreement.

## **20.1** PREAMBLE

20.1.1 Where a lay-off may occur for any reason, the identification of a surplus employee in an administrative district or unit, institution or other such work area and the subsequent redeployment, displacement, lay-off or recall shall be in accordance with seniority subject to the conditions set out in this article.

20.1.2.1 Where a surplus employee has been identified in accordance with this Article, the Employer shall advise him or her in advance of providing notice of lay-off pursuant to Article 20.2.1. Such advice shall be provided, in writing, ten (10) working days in advance of formal notice of lay-off. The purpose of this ten day period is for the employee to consider his or her options, as applicable, under Article 20.2 (Pay in Lieu).

20.1.2.2 On or before the end of the ten day period described in Article 20.1.2.1 above, the employee shall advise the Employer, in writing, of his or her decision either:

- (a) to exercise rights under Article 20.2;
- (b) to remain employed during the six-month notice period for possible redeployment or displacement pursuant to Articles 20.3 and 20.4, respectively.

20.1.2.3 An employee who fails to provide his or her written decision as required by Article 20.1.2.2 above shall be deemed to have decided to remain employed during the notice period.

## **20.2** NOTICE AND PAY IN LIEU

20.2.1 An employee identified as surplus shall receive six (6) months notice of lay-off or, with mutual consent, an employee may resign and receive equivalent pay in lieu of notice. Pay in lieu for the balance of the notice period shall only be granted where the Employer determines that operational requirements permit an employee's exit from the workplace prior to the expiration of six (6) months notice.

20.2.2 The notice period will begin when the employee receives official written notice. Copies of all such notices shall be provided to the Employer and to the Union.

20.2.3 Where an employee accepts pay in lieu of notice pursuant to this article, any further entitlements under this Central Collective Agreement are forfeited save and except any rights under Article 53 or 78 (Termination Payments) or paragraph 4 of Appendix 9 (Employment Stability). The employee will be eligible to apply for restricted competitions from the last

day of work until twenty-four (24) months from the date on which lay-off would otherwise have occurred. Such an employee shall keep the Ministry/Agency Director of Human Resources informed of any change of address and/or telephone numbers and/or home e-mail (if any). Such changes must be sent in writing or electronically.

20.2.4 Where an employee accepts pay in lieu of notice and is re-appointed to a position in the Ontario Public Service prior to the originally projected lay-off date, the employee will repay to the ministry a sum of money equal to the amount paid for the period between the date of re-appointment and the original projected lay-off date. In addition, the employee will repay to the ministry all monies received under paragraph 4 of Appendix 9 (Employment Stability). The employee's continuous service date, for all purposes except Article 53 or 78 (Termination Payments), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.

20.2.5 Where an employee who accepts pay in lieu of notice is re-appointed to a position in the Ontario Public Service after the originally projected lay-off date, and prior to the expiration of a further twenty-four (24) months, the employee will repay to the ministry all monies received under paragraph 4 of Appendix 9 (Employment Stability). The employee's continuous service date for all purposes except Article 53 or 78 (Termination Payments), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.

### 20.3 REDEPLOYMENT

20.3.1 An employee who has received notice of lay-off in accordance with this article shall be assigned to a position that becomes vacant in his or her ministry or in another ministry during his or her notice period provided that:

- (a) the vacant position is within a range of classifications whose maximum rate is 5% above and 15% below the maximum rate of the employee's own classification; and
- (b) the vacant position is within a forty (40) kilometre radius of his or her headquarters; and
- (c) he or she is qualified to perform the required duties; and
- (d) there is no other person who is qualified to perform the required duties, who has a greater length of continuous service and who is eligible for

assignment to the vacancy either pursuant to Article 20.3 or Article 20.6 (Recall).

- 20.3.2 With mutual consent, an employee who has not been assigned under Article 20.3.1 shall be assigned to a position that becomes vacant in his or her ministry or in another ministry beyond a forty (40) kilometre radius of his or her headquarters provided the conditions outlined in Article 20.3.1 (a), (c) and (d) are satisfied. It is understood that the employee may request that the Employer take into account any specific locations for redeployment, and the Employer will take into account locations that are within a forty (40) kilometre radius of such locations. Relocation expenses will not be paid.
- 20.3.3 If, in accordance with Article 20.3.2 an employee indicates that he or she is willing to be assigned to a position that becomes vacant in a specific location beyond a forty (40) kilometre radius of his or her headquarters and the employee is offered an assignment within a forty (40) kilometre radius of that location, refusal of the job offer will result in lay-off at the end of the notice period.
- 20.3.4 Where an employee has been assigned to a vacant position within a classification having a maximum rate below the maximum rate of the employee's own classification, pursuant to Article 20.3.1(a), the employee shall remain at his or her current rate of pay, without any salary progression, until the expiry of his or her notice period, upon which the employee shall be placed at the appropriate step on the salary range for the classification to which the employee has been assigned.
- 20.3.5 It is agreed that where an employee is assigned to a vacancy within a classification having a higher maximum rate, pursuant to Article 20.3.1(a), it shall not be considered a promotion under Article 7.
- 20.4 DISPLACEMENT
- 20.4.1.1 An employee who has completed his or her probationary period, who has received notice of lay-off pursuant to Article 20.2 (Notice and Pay in Lieu), and who has not been assigned, within a period of three (3) months after the receipt of the notice of lay-off, in accordance with the criteria of Article 20.3 (Redeployment) to another position shall have the right to displace an employee who shall be identified by the Employer in the following manner as set out in Articles 20.4.1.2 to 20.4.1.10.
- 20.4.1.2 The Employer will identify the employee with the least seniority in the same classification and the same ministry as the employee's surplus position. If such employee has less seniority than the surplus employee, he or she shall be displaced by the surplus employee provided that:

- (a) such employee's headquarters is located within a forty (40) kilometre radius of the headquarters of the surplus employee; and
- (b) the surplus employee is qualified to perform the work of the identified employee.

20.4.1.3 If the surplus employee is not qualified to perform the work of the least senior employee identified under Article 20.4.1.2 above, the Employer will continue to identify, in reverse order of seniority, employees in the same classification and in the same ministry until a less senior employee is found within forty (40) kilometres of the surplus employee's headquarters whose work the surplus employee is qualified to perform.

20.4.1.4 Failing displacement under Article 20.4.1.2 or 20.4.1.3 above, the Employer will identify, in reverse order of seniority, employees in the classes in the same class series in descending order until an employee with less seniority is found in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The identified employee shall be displaced by the surplus employee provided he or she is qualified to perform the work.

20.4.1.5 Failing displacement under Articles 20.4.1.2 or 20.4.1.3 or 20.4.1.4 above, the Employer will review other classes which the employee held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The Employer will identify, in reverse order of seniority, a less senior employee in the class with the maximum salary closest to but not greater than the maximum salary of the surplus employee's current classification. The identified employee shall be displaced by the surplus employee provided he or she is qualified to perform the work.

20.4.1.6 Failing displacement under Articles 20.4.1.2, 20.4.1.3, 20.4.1.4 or 20.4.1.5 above, if the employee requests, the Employer will repeat the steps specified in Articles 20.4.1.2, 20.4.1.3, 20.4.1.4 and 20.4.1.5 with respect to positions beyond a forty (40) kilometre radius of his or her headquarters. No relocation expenses will be paid.

20.4.1.7 Failing displacement under Article 20.4.1.2, 20.4.1.3, 20.4.1.4, 20.4.1.5 or 20.4.1.6 above, the Employer will identify, in reverse order of seniority, a less senior employee who is:

- (a) in another ministry; and
- (b) whose headquarters is within a forty (40) kilometre radius of the displacing employee's headquarters; and

- (c) whose position the displacing employee previously held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in that ministry; and
- (d) if the employee previously held more than one position in that ministry, the position with a maximum salary closest to but not greater than the maximum salary of the displacing employee's current classification.

The identified employee shall be displaced provided the displacing employee is qualified to perform the work.

- 20.4.1.8 Upon the completion of three (3) months following commencement of the notice period, the Employer will advise the surplus employee of the position into which he or she is eligible to displace.
- 20.4.1.9 The surplus employee must indicate in writing to the Ministry/Agency Director of Human Resources his or her intention to displace the employee identified pursuant to Articles 20.4.1.2, 20.4.1.3, 20.4.1.4, 20.4.1.5, 20.4.1.6, or 20.4.1.7 above, as applicable. Written intention to displace must be received by the Ministry/Agency Director of Human Resources no later than one (1) week following the date the surplus employee received advice that he or she was eligible to displace an employee pursuant to Article 20.4.1.8 above.
- 20.4.1.10 An employee who does not indicate in writing to the Ministry/Agency Director of Human Resources his or her intention to displace within the time period stipulated by Article 20.4.1.9 above shall be deemed to have given up his or her right to displace and opted for redeployment under Article 20.3 (Redeployment).
- 20.4.2 The first employee who is displaced by an employee exercising his or her right to displace under Article 20.4.1 will have displacement rights. The employee displaced by the first displaced employee will also have displacement rights but the employee he or she subsequently displaces will not have any such right.
- 20.4.3 An employee who is displaced by an employee who exercises his or her displacement right under Article 20.4 shall receive notice of lay-off or salary continuance, at the Employer's discretion. The displaced employee's notice period or salary continuance shall be for a six (6) month period.
- 20.4.4 Article 7.4 (Pay Administration) shall not apply where an employee displaces a less senior employee pursuant to Articles 20.4.1.4, 20.4.1.5, 20.4.1.6 or 20.4.1.7 above, save and except that Article 7.4 (Pay Administration) shall apply for the balance of the employee's notice period only.

20.4.5 Except as provided in Article 20.4, employees who are displaced will have full access to the provisions of Article 20.

## 20.5 TUITION REIMBURSEMENT

20.5.1 On production of receipts from an approved educational program within twelve (12) months of layoff, an employee may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).

20.5.2 Where an employee takes a program or course with the approval of the Employer, for the purpose of upgrading his or her employment-related skills, the Employer shall defray all or part of the tuition in accordance with the Employer's normal policy.

## 20.6 RECALL

20.6.1 A person who has been laid off is entitled to be assigned to a position that becomes vacant within twenty-four (24) months after his or her lay-off provided that:

- (a) the vacant position is in the same classification and ministry as his or her former position; and
- (b) the vacant position is within a forty (40) kilometre radius of his or her former headquarters; and
- (c) he or she is qualified to perform the required duties; and
- (d) there is no other person who is qualified to perform the required duties, who has a greater length of continuous service and who is eligible for assignment to the vacancy either pursuant to Article 20.6 or Article 20.3 (Redeployment);
- (e) notwithstanding Article 20.6.1(b) above, where as a result of displacement or redeployment an employee's headquarters has changed, recall rights shall apply to vacant positions within a forty (40) kilometre radius of either the person's current or former headquarters at his or her option. Relocation expenses will not be paid.

20.6.2 Where a person who has been laid off is re-appointed under Article 20.6, he or she shall be re-appointed at a rate within the position's salary range equivalent to the rate at which he or she was paid immediately prior to lay-off.

20.6.3 Employees who are laid off and subject to recall shall keep the Ministry/Agency Director of Human Resources informed of any change of address and/or telephone numbers, and/or home email (if any). Such changes must be sent in writing or electronically.

20.6.4 Where a person who has been laid off is re-appointed to a position under Article 20.6, the Employer shall serve written notice of such re-appointment to the person to the last address filed with the Employer. Written notice of re-appointment shall be sent by certified mail or another means whereby receipt of such notice is confirmed by the deliverer. Laid off employees re-appointed under Article 20.6 must accept the notice of recall and report for duty within the time limits stipulated below:

- (a) the employee must accept the recall, in writing, within seven (7) days of receipt of written notice;
- (b) an employee accepting recall shall report for duty within two (2) weeks of receiving written notice thereof, or on such other date specified in the notice.

20.6.5 A person shall lose his or her rights to recall pursuant to Article 20.6 upon the earlier of:

- (a) the date he or she takes termination pay pursuant to Article 53 or 78 (Termination Payments) of this Agreement; or
- (b) the date he or she does not attend a recall interview when requested by the Employer; or
- (c) having accepted an appointment in accordance with Article 20.6.1, he or she fails to report for duty on the date specified in Article 20.6.4(b); or
- (d) the date he or she does not accept an appointment in accordance with Article 20.6.1; or
- (e) twenty-four (24) months after the date of his or her lay-off.

20.6.6 A laid off employee who applies for a vacancy advertised in accordance with Article 6 (Posting and Filling of Vacancies or New Positions) and who is subsequently appointed to that position shall lose his or her rights to recall pursuant to Article 20.6.

## 20.7 VOLUNTARY EXIT OPTION

20.7.1 Subject to the conditions outlined in Article 20.7, an employee who has not received notice of lay-off may offer to be declared surplus and give up his or her job for possible redeployment of an employee who has received notice of lay-off and whose position is in the same classification. No relocation expenses will be paid.

20.7.2 An employee shall advise the Ministry/Agency Director of Human Resources, in writing, of his or her desire to make an offer referred to in Article 20.7.1.

- 20.7.3 The position of an employee making an offer under Article 20.7.1 will be considered to be a vacancy for redeployment of a surplus employee pursuant to Article 20.5 (Redeployment), provided the Employer determines the position will continue to be filled.
- 20.7.4 A non-surplus employee's offer to be declared surplus will not be acted upon by the Employer until such time as a surplus employee is assigned to his or her position in accordance with Article 20.5 (Redeployment).
- 20.7.5 For purposes of Article 20.7, a surplus employee will be assigned to the non-surplus employee's position only if he or she is able to perform the normal requirements of the position without training.
- 20.7.6 Employees who qualify for an actuarially unreduced pension or who could qualify pursuant to paragraph 2 of Appendix 9 (Employment Stability) shall not be eligible to utilize the provisions of Article 20.7.
- 20.7.7 Notwithstanding anything in any other provision of Article 20, the rights specified in Article 20.7 shall be exercised before any displacement or redeployment rights.
- 20.8 TEMPORARY VACANCIES
- 20.8.1 Surplus employees shall be eligible for assignment into temporary assignments in their own ministry in the last two (2) months of their notice. Such assignments are meant to provide additional employment opportunities for surplus employees prior to lay-off. Where more than one surplus employee matches the temporary assignment, the employee with greater seniority shall be offered the temporary assignment. It is understood that such assignment of a surplus employee to a temporary vacancy has priority over Article 8 (Temporary Assignments).
- 20.8.2 A surplus employee shall retain his or her status in the classified service and current salary entitlements while placed in a temporary assignment. Placement in a temporary assignment will not constitute a promotion for pay purposes. Subject to Article 20.8.1, for placement into temporary assignments, the employer shall use the same criteria and rules as for assignment into vacancies under Article 20.3 (Redeployment).
- 20.8.3 An offer of a temporary assignment to a surplus employee must be in writing and must specify the duration of the temporary assignment. The surplus employee shall have five (5) working days in which to accept or reject the offer of a temporary assignment.
- 20.8.4 Surplus employees who are occupying a temporary assignment remain eligible for assignment to permanent vacancies in accordance with the provisions of Article 20.3 (Redeployment) throughout their temporary assignment, but shall not continue to be matched to other temporary

assignments during the term of the temporary assignment; however, the original temporary assignment may be extended by a maximum of three (3) months.

20.8.5 Where an employee in a temporary assignment is assigned to a permanent vacancy, the reporting date to the permanent position shall be no later than one (1) month from the date of offer, unless otherwise mutually agreed upon with the employee, the ministry with the permanent vacancy and the ministry with the temporary assignment.

20.8.6 When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway. Surplus employees who refuse a temporary assignment shall continue to be considered for assignment into permanent vacancies for the duration of their surplus notice period, but not for further temporary assignments.

## 20.9 ATTRITION

20.9.1 It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever possible, it will utilize attrition as a means of reducing the workforce.

## 20.10 VOLUNTARY LEAVES

20.10.1 In the spirit of co-operative attempts to create training and employment opportunities, the parties agree to the following full-time unpaid leaves, which will be advertised widely to employees and granted subject to local operating requirements:

- (a) Extended Educational Leave: The Employer agrees to provide extended education leave, without accumulation of credits, for periods of a minimum of one (1) school year;
- (b) Family Leave: An employee at his or her option shall be entitled to a leave of absence, without accumulation of credits, of up to one (1) year for care of a dependent person.

## 20.11 CAREER TRANSITION SUPPORT

20.11.1 Surplus employees who do not take pay in lieu under Article 20.2.1 will be provided with transition support which may include skills assessment, counselling and job search skills.

20.11.2 Time spent by the surplus employee in activities outlined in Article 20.11 shall be with pay and no loss of credits.

20.12                   CONDITIONAL ASSIGNMENTS

20.12.1               Where, in accordance with Article 20.3 (Redeployment), the Employer determines there are no vacancies for which the employee is qualified to perform the work, and the employee has not been able to displace under Article 20.4 (Displacement) he or she shall be assigned to a vacancy conditional upon meeting the qualifications after retraining during the notice period.

20.12.2               The need for employment-related retraining will be determined by the Employer in consultation with the employee and will only be provided to increase the likelihood of redeployment to an existing vacancy or one that the Employer has determined will arise and continue during his or her six (6) month notice period. For the purposes of conditional assignments, the Employer will provide the employee with a sufficient period of work time in the vacancy, during or following the employment-related retraining, to allow a reasonable judgment to be made regarding the qualifications of the employee.

20.12.3               The Employer and the Union may consult on matters related to retraining programs linked to redeployment practices and procedures.

20.12.4               An employee will only be eligible for a conditional assignment where:

- (a) the headquarters of the vacancy is within a forty (40) kilometre radius (unless otherwise mutually agreed by the Employer and the employee) of the employee's headquarters; no relocation expenses will be paid; and
- (b) the vacancy is within a range of classifications whose maximum rate is 5% above and 15% below the maximum rate of the employee's own classification; and
- (c) The need for employment-related retraining, as determined by the Employer in consultation with the employee, is likely to result in qualification for the vacancy.

20.12.5               If, at the end of retraining, the employee is qualified to perform the work of the vacancy to which he or she has been conditionally assigned, he or she will be appointed to that vacancy.

20.12.6               If, at the end of retraining, the employee is not qualified to perform the work of the vacancy to which he or she has been conditionally assigned, he or she will be laid off at the end of the notice period with rights of recall.

20.12.7               The assignment of an employee to a vacancy in accordance with Article 20.3 (Redeployment) or Article 20.6 (Recall) shall have priority over the assignment of a surplus employee under Article 20.12.

- 20.12.8 Notwithstanding Article 20.12.7 above, if an employee has already been conditionally assigned to a vacancy, a qualified surplus employee will not have the right to be assigned to that position.
- 20.12.9 Where an employee is appointed to a position in accordance with Article 20.12, Article 7.4 (Pay Administration) shall not apply.
- 20.12.10 Time spent by the surplus employee in activities outlined in Article 20.12, shall be with pay and no loss of credits.
- 20.12.11 Where an employee is given a conditional assignment within a classification having a higher maximum rate, pursuant to Article 20.12.4(b), it shall not be considered a promotion under Article 7.
- 20.13 PROBATIONARY EMPLOYEES
- 20.13.1 The Employer will extend to probationary employees the benefit of the employment stability provisions found in this article, as follows:
- (a) The probationary employee's "seniority" shall be calculated from the first day of his or her probationary period, including any service which is credited to the employee pursuant to Article 31A.13.1 (Unclassified Employees).
  - (b) For the purposes of the application of Articles 20.2 (Notice and Pay in Lieu), 20.3 (Redeployment), 20.6 (Recall) and 20.7 (Voluntary Exit Option) to probationary employees, the probationary employee's "continuous service" and "period of employment" shall be deemed to have commenced with his or her most recent actual period of employment.
  - (c) The provisions of Article 20.4 (Displacement) shall not be applied to probationary employees nor shall they have the benefit of any rights arising pursuant to Article 20.4.
- 20.13.2 Nothing in Article 20.13 shall be deemed to be a recognition of "seniority" or "continuous service" in probationary employees as those terms appear in Article 18 (Seniority).
- 20.14 TECHNOLOGICAL CHANGE
- 20.14.1 Where it is necessary to release an employee who has completed his or her probationary period, because of the introduction of technological change in equipment or methods of operation, at least three (3) months' notice in advance of the change shall be given to the employee affected and to the Union. For greater certainty, it is understood that such notice shall not operate so as to extend any other notice to be given under this Agreement, and it may run concurrently with any such other notice.

- 20.14.2 The matter will then be referred to the CERC to discuss and to attempt to resolve the problem with relation to the reallocation and retraining of the affected employees with a view to minimizing the effects of the Employer action required to be taken.
- 20.15 CONTINUANCE OF INSURED BENEFITS
- 20.15.1 Except as provided in Article 20.15, all benefits coverage under Part B and Part C of the Central Collective Agreement (Employee Benefits for Full-Time and Regular Part-Time Civil Servants) will cease at the end of the month in which the employee is laid off or resigns, save and except coverage as provided under Article 36.3 or 64.3 (Insured Benefits Plans) and Article 40.5 or 68.7 (Dental Plan).
- 20.15.2 An employee who, pursuant to Article 20, is laid off or resigns and receives pay in lieu of notice may continue benefits coverage at his or her own expense, except for coverage under Article 44 (Short Term Sickness Plan) and Article 42 (Long Term Income Protection), for a period of twelve (12) months following lay-off or resignation by arranging to pay the full premiums, in advance, on a quarterly basis.
- 20.15.3 Failure by the employee to pay the premiums as specified in Article 20.15.2 will disentitle the employee to any further benefits under Article 20.15.
- 20.16 JOB REGISTRY SYSTEM
- 20.16.1 The parties agree that an OPS-wide job registry system shall be developed by the Employer and shared with the CERC, to track all funded classified vacancies as approved to be filled by the Employer. Such vacancies shall be reported by ministries to the Employer for inclusion in the registry. Names of surplus employees shall be reported by ministries to the Employer and the Union once an employee is given written notice of lay-off. Monitoring of the job registry and redeployment results will be reported to Management Board of Cabinet and CERC by the Employer on a quarterly basis.
- 20.17 MONITORING AND REPORTING
- 20.17.1 There shall be central monitoring and reporting of vacancies with respect to the job registry and redeployment processes in accordance with Article 20.16 (Job Registry System).
- 20.17.2 The Employer agrees to share job registry and redeployment data with the CERC.
- 20.17.3 The JESS may establish standards and norms governing the review of qualifications and assessment of surplus employees.
- 20.18 GENERAL

- 20.18.1 It is understood that when it is necessary to assign a surplus employee to a vacant position in accordance with Article 20.3 (Redeployment) or recall a laid off employee in accordance with Article 20.6 (Recall), the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.
- 20.18.2 For purposes of Article 20, lay-off means the same as release per Section 22(4) of the *Public Service Act, Revised Statutes of Ontario, 1990*, Chapter P. 47, as amended.
- 20.19 PAYMENT OF MONIES
- 20.19.1 The Employer shall endeavour to phase in lump sum and severance payments over two (2) calendar years, if the employee so requests and if legislation permits.
- [Appendix 9, para. 4 and Appendix 18, para. 6C.2 require consequential amendments to delete the references to Article 20.3 (Separation Allowance)]
- [Appendix 14 becomes redundant, and it is noted that it has expired and is not renewed]

## 12. PAY EQUITY / CLASSIFICATION

(a) Add new Letter of Understanding as follows:

### **Letter of Understanding**

Mr. Terry Baxter, Chief Negotiator  
Ontario Public Service Employees Union  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

### **Re: Classification System**

Dear Mr. Baxter,

This will confirm certain understandings reached during collective bargaining regarding the classification system.

Both parties recognize that the current classification system is outdated and requires revision. Previous attempts to design a new system have been unsuccessful, and it is recognized that any such undertaking, because of its size and complexity, must be addressed with a large measure of care, deliberation and commitment.

Both parties recognize that the OPS Pay Equity Plan must be maintained, and that all work should be valued on the basis of skill, effort, responsibility and working conditions.

With these principles in mind, the parties agree to the following:

### **Development and Testing**

1. As soon as possible and not less than four months after ratification, the Employer shall retain a consultant to advise and assist in developing a work plan for the design, development and implementation of a gender-neutral new classification system for each bargaining unit, and develop two pay equity plans, one for each bargaining unit. Provided that the Union agrees to abide by the Employer's procurement rules, the Union shall be entitled to have input into the selection of the Consultant. The parties shall attempt to come to consensus regarding the selection of the Consultant, failing which the Employer shall make the selection.

### **Joint Working Group (JWG)**

2. Within one month of ratification, the parties will establish a Joint Working Group, consisting of three (3) persons appointed by each party, to:
  - a. Provide input and recommendations into the design of the job evaluation systems (JES) and workplan
  - b. Review and identify job classes with a view to the definition of job class in the *Pay Equity Act*. The JWG shall make every effort to complete this work within four months of ratification
  - c. Identify benchmark jobs and develop a testing process with the Consultant
  - d. Review and provide input into job descriptions for the benchmark jobs prepared by the Employer
  - e. Review and test the systems recommended by the Consultant
  - f. Provide input into the customization of the systems based on the testing results
  - g. Assess methods of ensuring pay equity compliance, including a pay equity maintenance process
3. It is understood that the joint working group shall not deal with any alary issues.
4. The parties shall attempt to reach consensus on the final design of the JES, and will make every effort to complete the development and testing of the new systems within eight months of hiring the consultant.

5. The parties may agree to use a facilitator to assist the Joint Working Group in identifying, reviewing and addressing various issues.
6. Should the parties not reach consensus, either party may proceed with whatever steps are required to ensure compliance with the *Pay Equity Act*.
7. The Employer agrees to release two (2) employees in the bargaining unit for a period of up to twelve (12) months, with no loss of regular pay or credits, for the purpose of participation on the Joint Working Group. This period may be extended by mutual consent.

### **Job Information Gathering and Job Evaluation**

8. After testing and customization of the systems, the Employer will prepare generic job descriptions from input gathered from a sample group of incumbents in benchmark job classes, to cover the work of each job class, and shall initiate the evaluation of jobs and job classes based on the new systems.
9. The Employer undertakes to make every effort to complete the development and evaluation of generic job descriptions for all job classes in the two bargaining units within the term of the Collective Agreement.
10. The parties shall first address pay equity requirements, and shall then proceed to discuss the application of the JES to all job classes in the two bargaining units.

### General

11. Nothing in this agreement should be interpreted as management waiving its rights to manage the classification system. Similarly, nothing in this agreement should be interpreted as waiving the legal rights of the Union and employees.

### Joint System Subcommittee - JSSC

12. To assist in addressing the current backlog of classification grievances, the Employer will agree to release two (2) employees in the bargaining unit for a period of twelve (12) months, with no loss of regular pay or credits, for the purpose of assisting in having the current backlog dealt with by the JSSC. The parties undertake to expedite the consideration of all outstanding classification grievances by the JSSC as soon as possible, and will cooperate to ensure that this is done.

To this end the committee will:

- a. first review and finalize a list of all grievances received by the Employer up to the date of ratification, and group similar grievances together
- b. ensure grievances reviewed by the committee are valid classification grievances; grievances requiring changes to class standards or the job

evaluation system as a remedy will be referred to the Joint Working Group of the Job Evaluation project and as such will be considered closed

- c. establish within thirty (30) days of the first meeting, a schedule for the review of all classification grievances for the finalized list for the backlog; to be reviewed within twelve months of the first meeting
13. The parties agree to the appointment of Gerry Lee as a mediator to assist in expediting consideration of the outstanding disputes and in resolving them.
  14. The parties agree to a moratorium on any new classification grievances or complaints during the term of the collective agreement.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

(b) Pay Equity Adjustments:

### **PAY EQUITY ADJUSTMENTS**

The following adjustments are effective July 1, 2004. These adjustments shall be applied prior to any across the board increases.

<u>Classes:</u>	<u>Add to each step:</u>
Cartographic Technician 1, 2, 3	90¢ ninety cents
Dental Assistant	89¢ eighty-nine cents
Hairdresser	92¢ ninety-two cents
Lab Attendant 1, 2	10¢ ten cents
Operator 1, 2, 3, 4 Microfilm	90¢ ninety cents
Pharmacy Technician 1, 2	90¢ ninety cents
Psychometrist 1	
January 1, 2005	54¢ fifty-four cent
January 1, 2006	\$1.40 one dollar and forty cents

It is agreed that these adjustments resolve any pay equity issues to date.

## 13. BENEFITS

### (a) Vision Care

#### **Article 39 and 67**

Add the following sentence to Articles 39.3 and 67.3:

“Effective September 1, 2005, the eligible expenses outlined in the vision care coverage under the Supplementary Health and Hospital Plan will be amended to include one routine eye examination every 24 months, and laser eye correction surgery. The vision care coverage maximum will be increased to \$340 per person every 24 month period.”

### (b) Article 39 – Delete the second sentence in the third paragraph of Article 39.2.1

### (c) Drug Card

#### **Article 39 – Supplementary Health And Hospital Insurance**

Add the following Articles 39.2.1.1 and 39.2.1.2:

- 39.2.1.1 Not later than November 1, 2006 the Employer agrees to provide employees with a Drug Card, which shall provide for direct payment of drug costs at the point of purchase, subject to the limitations set out below.
- 39.2.1.2 The Drug Card program shall include the following elements:
- 1) Employees shall be obliged to enrol themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant. If an employee fails to enrol, paper claims will continue to be accepted.
  - 2) The Employer and the carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card program shall be coordinated with any other drug plan under which the employee and the eligible participants may be entitled to coverage.
  - 3) The Drug Card program shall include a feature known as "drug utilization review", which ensures that drugs are dispensed safely and responsibly to employees.
  - 4) The sum of \$3.00 shall be paid by the employee for each individual drug dispensed.

The Employer will provide a copy of the drug card plan prior to the implementation date.

(d) Liberalization List and Insulin Pumps:

**NEW Article 39.2.16**

Effective August 1, 2005, the services and supplies set out in the Liberalization List, dated May 1, 2003 shall be incorporated into the Supplementary Health and Hospital Plan.

**a) NEW Article 39.2.17**

Effective August 1, 2005 the Supplementary Health & Hospital Plan will be amended to include expanded coverage for Diabetic Pumps and Supplies as follows:

- 1) Purchase of Insulin Infusion Pumps to a maximum of \$2,000 every 5 years per person.
- 2) Purchase of Insulin Jet Injectors to a maximum of \$1,000, lifetime.
- 3) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive 4-year period to a maximum of \$400 per person.
- 4) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances to a calendar year maximum of \$2,000 per person (Insulin will continue to be reimbursed as an eligible drug, not through this article).

**New Appendix as follows:**

Memorandum of Settlement

Whereas the union filed a policy grievance, #2004-0999-019, related to the provision of Insulin Pumps and Supplies;

And Whereas the Employer has agreed to provide the services set out in new article 39.2.17

Therefore the parties agree that the addition of the new article to the collective agreement addresses all issues arising out of the policy grievance and the union agrees to withdraw the grievance.

For the Employer

For the Union

**14. SCOPE CLAUSE**

**(a) ARTICLE 1 - RECOGNITION**

Revoke Article 1 and replace with the following:

- 1.1 The Ontario Public Service Employees Union (OPSEU) is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees employed in positions contained within the six bargaining units as described by the Lieutenant Governor in Council in OIC 243/94 dated February 3, 1994, in the Tripartite Agreement between the Crown, OPSEU and AMAPCEO dated April 21, 1995, plus those employees included in the six bargaining units by the agreement of the Crown and OPSEU from February 3, 1994 to December 31, 2004.
- For greater clarity, this bargaining unit consists of all employees contained in the bargaining units described in OIC 243/94 attached hereto as Appendix \_\_\_\_\_, and does not include the seventh bargaining unit referred to in the said Order in Council:
- 1.2 For greater certainty, such employees include classified, term classified, and unclassified employees, students, GO Temps and such other employees as may be mutually agreed.
- 1.3 For greater certainty, the Central Collective agreement shall apply to the employees employed in positions in the bargaining unit described in article 1.1 and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties to amend any of the bargaining units listed therein.
- 1.4 Where the Employer establishes a new classification or creates a new position within an existing class, the Employer shall provide the Union with a copy of the class standard and/or position description at the relevant MERC.
- 1.5 Upon written request to the employee's immediate supervisor, a classified employee in the bargaining unit shall be provided with a copy of his or her current position description and other documents, if they exist, related to the duties and responsibilities of the position, e.g. physical demands analysis. This information shall be provided within 20 working days of the request.
- 1.6 No position or person in the bargaining unit will be reclassified, nor will any other action be taken with respect to such position or person that is tantamount to reclassification, which reclassification or action tantamount to reclassification would have the effect of moving the position or the person from the OPSEU bargaining unit to another bargaining unit.

(b) New Letter of Understanding as follows:

## Letter of Understanding

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

Re: Recognition Clause in Article 1 of Collective Agreement

Dear Mr. Baxter:

The parties have agreed to incorporate the language of OIC 243/94, dated February 24, 1994, into the current collective agreement. The parties recognize that the addition of this language is a confirmation of the scope of the bargaining unit as it existed prior to the expiration of the collective agreement on December 31, 2004 and that it should not be interpreted as limiting or expanding the scope of the OPSEU bargaining unit outside of what existed on December 31, 2004.

This letter of understanding forms part of the collective agreement.

Elizabeth McKnight  
Director, OPSEU Negotiations

### 15. PENSION

#### Appendix 17 – FACTOR 80 PROGRAM

Appendix 17 is renewed and amended by deleting the first paragraph, and by deleting the word “Accordingly” in the second paragraph, and by changing the date “December 31, 2004” to read “December 31, 2008”.

Add the following paragraph:

The Employer confirms that any costs arising out of the extension of the Surplus Factor 80 program to the employees covered by this collective agreement shall be exclusively borne by the Employer. No costs shall accrue to the members' share of the fund as a result of the extension of the Surplus Factor 80 program to December 31, 2008.

### 16. REASONABLE EFFORTS COMMITTEE – DS FACILITIES

Add the following Letter of Understanding:

## Letter of Understanding

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

Re: Reasonable Efforts Committee – DS Facilities

Dear Mr. Baxter:

This will confirm that the parties will, as soon as possible after ratification, establish a reasonable efforts committee with respect to the closures of Huronia Regional Centre, Rideau Regional Centre and Southwestern Regional Centre. The committee shall explore and make recommendations with respect to opportunities for employment both within and outside the Ontario Public Service for employees affected by the closures.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations  
Centre for Leadership and Human Resource Management

**17. ARTICLE 42 – LONG TERM INCOME PROTECTION**

Add the following Article 42.2.1(f):

- (f) Effective January 1, 2005, the L.T.I.P. benefit an employee was receiving on December 31, 2004, shall be increased for each employee by an amount equal to 2% of such amount, and on January 1, 2006, the amount the employee was receiving on December 31, 2005 shall be increased by a further 2.25%, and on January 1, 2007, the amount the employee was receiving on December 31, 2006 shall be increased by a further 2.5%, and on January 1, 2008, the amount the employee was receiving on December 31, 2007 shall be increased by a further 3%.

**18. VIDEO DISPLAY TERMINALS**

Delete the words “annually” in the first line of Article 9.6, and 60.3 and substitute “every twenty-four (24) months”, and replace the words “not to exceed the OHIP fee schedule for such examinations” with the words “not to exceed \$50.