

## AMENDMENTS TO CENTRAL COLLECTIVE AGREEMENT

### 1. 31.10 BEREAVEMENT LEAVE - amend as follows:

31.10.1 An employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed up to three (3) days of leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward, or guardian, **stepson, step-daughter, stepmother, stepfather or same-sex spouse**. However, in the event of the death of his or her sister-in-law, son-in-law, daughter-in-law, brother-in-law, grandparent, or grandchild, **step-grandparent or step-grandchild** he or she shall be allowed only one (1) day's leave of absence with pay.

### 2. 32.15 BEREAVEMENT LEAVE – amend as follows:

32.15.1 A seasonal employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, or guardian, **stepson, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse**.

### 3. 48 - BEREAVEMENT LEAVE – amend as follows:

48.1 An employee shall be allowed up to three (3) days' leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, or guardian, **stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse**.

### 4. 74 - BEREAVEMENT LEAVE – amend as follows:

74.1 An employee shall be allowed up to three (3) consecutive calendar days' leave of absence with pay in the event of the death of his or her spouse, mother, father, mother-in-law,

father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, or guardian, **stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse.**

**5. 13 - KILOMETRIC RATES – amend as follows:**

13.1 If an employee is required to use his or her own automobile on the Employer's business the following rates shall be paid effective ~~August 1, 1994~~ **April 1, 2001:**

<u>Kilometres Driven</u>	<u>Southern Ontario</u>	<u>Northern Ontario</u>
0 - 4,000 km	<del>30</del> <b>33.75</b> ¢/km	<del>30.5</del> <b>34.25</b> ¢/km
4,001 - 10,700 km	<del>26</del> <b>29.25</b> ¢/km	<del>26.5</del> <b>29.75</b> ¢/km
10,701 - 24,000 km	<del>22</del> <b>24.75</b> ¢/km	<del>22.5</del> <b>25.25</b> ¢/km
over 24,000 km	<del>18</del> <b>20.25</b> ¢/km	<del>19.0</del> <b>21.25</b> ¢/km.

**6. LTIP**

Amend Article 42.2.1(d) as follows:

(d) Effective January 1, 2002, the L.T.I.P. benefit an employee was receiving on December 31, 2001, shall be increased for each employee by an amount equal to 2.95% of such amount, and on January 1, 2003, the amount the employee was receiving on December 31, 2002 shall be increased by a further 3.00%, and on January 1, 2004, the amount the employee was receiving on December 31, 2003 shall be increased by a further 2.5%.

**7. OIP**

Memorandum of Agreement to be appendix to the Collective Agreement, with amendments as attached. Expiry to coincide with expiry of the Collective Agreement.

MEMORANDUM OF AGREEMENT

BETWEEN

THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD OF CABINET)

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Preamble:

The Province of Ontario has introduced a Corporate Internship Program to support the goals of the *Human Resource Strategy for the Ontario Public Service* (OPS).

Each year, based on the needs of the organization, Management Board Secretariat (MBS) will review and identify key skill areas where recruitment should be focused. Positions will be assigned to a specific occupational group where there is an identified skill shortage.

The internship program will provide each successful candidate with structured work experiences and learning opportunities through rotational assignments.

The internship program is not intended to adversely affect promotional, training and developmental opportunities of employees in the OPSEU bargaining unit.

The parties hereby agree as follows:

1. This agreement is intended to facilitate the implementation of the Corporate Internship Program within the OPS.
2. For the duration of this agreement the Crown will recruit for the Ontario Internship Program in total, up to ~~400~~ **150** (with no obligation to reach this number) post secondary graduates each fiscal year. The nature of the work performed in the individual rotational assignment will determine whether the intern falls within the scope of OPSEU, AMAPCEO or Management/Excluded.
3. Interns will be hired by MBS on unclassified contracts for a period of up to two (2) years. Compensation will begin at the appropriate entry level rate for

interns and reflect the developmental and training nature of the rotational assignments.

4. As training opportunities, the internship appointments will not be considered as vacant or new positions which otherwise require posting in accordance with the collective agreement.
5. The Parties agree that Article 31.15 of the Collective Agreement does not apply to the internship assignments or interns.
6. Each year, the Employer will advise OPSEU of the internship assignments that the Employer has identified as being excluded from the bargaining unit. Where new assignments are considered, the Employer will advise OPSEU in a timely manner.

**6A. The Employer agrees to report the total number of interns to the Central Employee Relations Committee (CERC) quarterly.**

7. The Employer agrees to consult with OPSEU through the Central Employee Relations Committee on issues which arise through the implementation and operation of the Corporate Internship Program.
8. Internship assignments will not:
  1. Include the non-trivial work of an OPSEU employee in the work unit who has been designated surplus or an OPSEU position that has been abolished in a work unit within the preceding 24 months.
  2. Be in work units under pre-notice of layoff under Article 20. When a pre-notice occurs within the work unit, any intern in the work unit will be reassigned.
  3. Substitute for the recruitment of an OPSEU position.
  4. Adversely affect direct assignment/recall opportunities of employees in the bargaining unit.
- 9.1 Disputes that arise respecting this agreement and the exclusion of internship assignments shall be resolved by 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.
- 9.2 The parties shall appoint a mediator / arbitrator from the following list:
  - a) Ken Petryshyn
  - b) Loretta Mikus
  - c) Deborah Leighton

- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 The fees and expenses of the mediator/arbitrator shall be divided equally among the parties.
10. The term of this agreement shall continue from the date of signing until the expiry of the OPSEU Collective Agreement, December 31, ~~2004~~ **2004** .

Signed at Toronto this 14<sup>th</sup> Day of December 2000.

For the Employer

For the Union

**8. STUDENT WAGE RATES**

Delete Article 33.5.1 and replace with:

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

a.	OPS (except GTA)	GTA
Level 1	\$6.85	\$7.85
Level 2	\$8.50	\$9.50
b.	First Year Law Student	\$16.40
	Second Year Law Student	\$18.40

For the purpose of this article, the GTA shall be deemed to comprise the City of Toronto, the Regional Municipality of Peel, the Regional Municipality of York, the Town of Pickering, and the Town of Whitby.



**10. FACTOR 80**

Appendix 17 is amended as follows:

It is understood that the Factor 80 Program expires on March 31, 2002, and the parties wish to make certain arrangements to extend the Factor 80 Program for certain purposes, up to December 31, 2004.

Accordingly, it is agreed that the Factor 80 Program will be extended to December 31, 2004, for employees who are declared surplus prior to that date. The Plan sponsors agree to take steps to amend the OPSEU Pension Plan in an expeditious manner to provide for the extension of the Factor 80 window for those employees as described herein. This arrangement meets the requirements of the OPSEU Pension Plan, including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval.

**11. POSTING AND FILLING OF VACANCIES**

- a) Delete articles 6.3.2, 6.3.3, 6.3.4, 56.3.2, 56.3.3, and 56.3.4
- b) Add the Memorandum of Agreement on Equal Opportunity as an Appendix.

**NEW APPENDIX**

**MEMORANDUM OF AGREEMENT OF EQUAL OPPORTUNITY**

Between

THE CROWN IN RIGHT OF ONTARIO  
(MANAGEMENT BOARD SECRETARIAT)  
("The Employer")

-and-

ONTARIO PUBLIC SERVICE EMPLOYEES UNION  
("OPSEU")

WHEREAS the parties agree that all members of the public in Ontario should have equal opportunity in consideration of employment;

AND WHEREAS the parties agree to identify and remove barriers to equal opportunity with the Ontario Public Service (“OPS”);

AND WHEREAS the parties recognize that women, aboriginal persons, persons with disabilities, visible minorities and francophones may face barriers to employment in Ontario (“the Five Community Groups”);

AND WHEREAS the parties agree that access to competition by members of the Five Community Groups should be strengthened;

AND WHEREAS the parties have **completed** ~~agreed to resolve all issues arising from the Policy Grievance, G.S.B. File No. 1299-98, by establishing a one-year pilot project which seeks to enhance access to competition for the members of the Five Community Groups;~~

AND WHEREAS a purpose of these measures, is through recruitment, to reflect in the OPS the increasing diversity of the population of Ontario while recognizing the employer’s commitment to the principle of merit;

THEREFORE, the parties agree as follows:

1. The parties hereby create a ~~one-year~~ project, the enhanced Recruitment Initiative Programme (“ERIP”), designed to forward the goals described above. ~~This initiative will commence January 2, 2001 and end December 31, 2001.~~
2. The ERIP is triggered where 5 or more full-time permanent vacancies are posted for a specific OPSEU bargaining unit job (“the Multiple Vacancy Opportunity”).
3. OPSEU will be provided with advance notice of each Multiple Vacancy Opportunity. Once OPSEU has received such notice, and within 5 working days of receipt of such notification, OPSEU will identify to the Employer which, if any, of the five Community Groups should be omitted from ERIP.
4. The ERIP will focus on Multiple Vacancy Opportunities available for:
  - (i) opportunities for unclassified employees to become classified employees;
  - (ii) opportunities for external candidates to join the OPS.
5. ~~The Employer hereby agrees to permit a leave of absence in accordance with Article 23 of the collective agreement to allow a member of the OPSEU bargaining unit to be seconded as OPSEU’s ERIP Co-ordinator commencing January 2, 2001 until December 31, 2001, without loss of pay, benefits or seniority. The Employer shall grant the leave to the applicant proposed by~~

~~OPSEU, unless such a leave for that individual is not reasonably possible for legitimate business reasons.~~

**OPSEU shall designate a person as its ERIP Coordinator for the purposes of this Memorandum.**

- ~~6. The Employer will designate an MBS Administrator and will advise OPSEU by on or before January 2, 2001, of the identify of that person for the purpose of this Memorandum.~~
7. The role of the OPSEU Co-ordinator will be to provide information and advice to the Employer on whether certain of the Five Community Groups need not to be targeted with respect to a particular Multiple Vacancy Opportunity and shall provide information and advice regarding the appropriate advertising content and forum in which advertisements should be placed so that they are likely to come to the attention of the members of the relevant Five Community Groups in any particular area for a particular Multiple Vacancy Opportunity.
8. The MBS Administrator will receive the advice and opinion of the OPSEU Co-ordinator , as described in paragraph 7 above, and will consider, in good faith, those opinions and advice. This term in no way limits the job duties or responsibilities of the OPSEU Co-ordinator, which are within OPSEU's discretion but are not subject to the terms of this agreement.
- ~~9. OPSEU will be provided with a budget of \$35,000 to supplement the initiatives carried on by MBS under this agreement, such amount to be paid by January 15, 2001.~~
9. Whenever there is a Multiple Vacancy Opportunity, the MBS Administrator will advise the OPSEU Co-ordinator of the initiatives taken, if any, under the ERIP and, following job competitions for Multiple Vacancy Opportunities, will provide the OPSEU Co-ordinator with the names of the successful candidates within one week of the award of each position within the Multiple Vacancy Opportunity.
10. The parties agree to discuss broad issues relating to the application of this Agreement at the Central Employee Relations Committee.
- ~~11. This Agreement composes all of the obligations of MBS under Articles 6.3.2, 6.3.3, 56.3.2, and 56.3.3 of the Collective Agreement for the duration of the ERIP.~~
- ~~12. OPSEU File No. 1299/98, and all other grievances grieving a breach of Articles 6.3.2, 6.3.3, 56.3.2, and 56.3.3, insofar as those grievances relate to those Articles, are immediately withdrawn upon execution of this agreement by the Employer.~~

~~13. This Agreement expires on December 31, 2001.~~

~~14. The Employer undertakes to confirm its acceptance of, or otherwise respond to, this Agreement by on or before December 13, 2000.~~

~~15. Mr. Ken Petryshen of the Grievance Settlement Board shall remain seized with respect to any disputes the parties may have in implementing the terms of this agreement.~~

**11. This Memorandum expires on the expiry of the Collective Agreement.**

Date: \_\_\_\_\_

For the Union

For the Employer

c) Delete the second sentence of 6.1.1 and 56.1.1.

d) Amend Article 6.1.2 to read as follows:

6.1.2 Notwithstanding Article 6.1.1 above, the Employer may hire qualified candidates who previously applied for a similar vacancy or new position provided that a competition was held during the previous twelve (12) months. The Employer in these circumstances, is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.

(Amend 56.1.2 in a similar fashion)

e) Add the following Article 8.6.3 (New):

Where a vacancy as described in Article 8.6.1. has been filled pursuant to Article 6 (Posting and Filling of Vacancies or New Positions) and the incumbent has filled the position for at least 18 months, the Employer may assign him or her to the position on a permanent basis and Article 6 (Posting and Filling of Vacancies or New Positions) does not apply.

**12. RECOGNITION FUND AND INNOVATION FUND**

New Letters of Understanding as follows:

a)

Leah Casselman  
President  
OPSEU

Dear Ms Casselman:

Re: **Recognition Fund**

This will confirm our advice during negotiations that the Employer has established a process, across all ministries to provide recognition for outstanding achievement and, in addition, will now establish a fund for that same purpose.

One purpose of the fund will be to promote the Ontario Public Service as a valued career opportunity for university and college students, members of the public and peers and to reward employees for matters such as:

- a) recognition by peers and/or supervisors for a job well done;
- b) recognition by members of the public for a job well done;
- c) dedication to the task at hand.

As part of this program, a system of cash awards will be set up for this purpose, and it is understood that these will be available to employees throughout the OPS, including OPSEU-represented employees. It is agreed that the Employer will review the criteria for distributing the awards to OPSEU-represented employees with the Central Employee Relations Committee (CERC), prior to implementation.

Yours truly,

Kevin Wilson  
Assistant Deputy Minister  
Human Resources Division

b)

Ms Leah Casselman  
President  
OPSEU

Dear Ms Casselman:

Re: **Innovation Fund**

It is widely recognized that fostering a climate of innovation within an organization contributes to organizational health and can make for more rewarding careers for employees. In addition, employee experience is a significant resource for promoting better business solutions that respond to public need.

In recognition of this, I can confirm our advice during negotiations that the Employer will establish a program to foster innovation across the Ontario Public Service and to support, recognize and reward the effort of employees in the development of innovative solutions to the wide variety of operational issues and problems facing the OPS. To support the program, the employer will establish a fund to reward employees for matters such as:

- a) the initiation, development and/or implementation of innovative workplace solutions that are of significant value to the Ontario Public Service;
- b) the creation and advancement of workplace procedures and best practices that are of significant value to the Ontario Public Service;
- c) other innovative developments of a similar nature.

As part of the program, a system of cash awards will be set up for this purpose, and it is understood that these will be available to employees throughout the OPS, including OPSEU-represented employees. It is agreed that the Employer will review the criteria for distributing the awards to OPSEU-represented employees with the Central Employee Relations Committee (CERC), prior to implementation.

Yours truly,

Kevin Wilson  
Assistant Deputy Minister  
Human Resources Division

### 13. UNCLASSIFIED EMPLOYEES

Amend Article 31.7.1 by deleting the words “full-time” in the first line and by changing “two percent (2%)” to read “six percent (6%)”.

Amend Article 31.15.1.1 by changing “at least two (2) consecutive years” to “at least eighteen (18) consecutive months”.

Amend Article 31.15.1.2 by changing “at least two (2) years” to “at least eighteen (18) months”.

New letters of understanding as follows:

- (a) Ms. Leah Casselman,  
President,  
OPSEU.

Dear Ms. Casselman,

#### **Re Seniority for unclassified employees within Correctional Institutions**

This will confirm our agreement reached during negotiations that unclassified employees employed within Correctional Institutions shall be entitled to have their service counted towards the accumulation of seniority, based upon 1732.75 straight-time hours or 1912 straight-time hours, as applicable, counting as equivalent to one year’s service, or pro-rated to the equivalent of less than one year as appropriate. Such seniority may be used, at an institution level only, by such an employee for the purpose of competitions, layoffs, and transfers as provided in the collective agreement.

Yours very truly,

Elizabeth McKnight  
Director, Corporate Labour Relations

(b) Ms. Leah Casselman,  
President,  
OPSEU

Dear Ms. Casselman,

**Re Conversion of part-time unclassified employees**

This will confirm that the parties will initiate discussions, as soon as possible after ratification, to set up a process regarding the potential conversion of part-time unclassified employees to Regular Part-Time classified status. The parties will take into account the feasibility of such conversions, based on factors such as the regularity of working patterns, the scheduling needs of the Employer, the numbers of employees required, and similar factors.

Yours very truly,

Elizabeth McKnight,  
Director, Corporate Labour Relations

c) Ms. Leah Casselman,  
President,  
OPSEU

Dear Ms. Casselman,

**Re Unclassified employees – salaries**

This will confirm our understanding reached during negotiations that where an unclassified employee progresses to the maximum rate of a classification, the employee will be eligible for the additional amounts specified in the new article 16.1.1 contained in the Unified collective agreement.

Yours very truly,

Elizabeth McKnight,  
Director, Corporate Labour Relations

## **14. TERM CLASSIFIED**

Add new Article 31A:

### **ARTICLE 31A - TERM CLASSIFIED EMPLOYEES (NEW)**

31A.1 Articles 31A.1 to 31A.10 apply to term classified employees appointed under section 7.1 of the *Public Service Act*.

31A.2 Except as provided in this Article 31A, the following provisions of the Central Collective Agreement apply to full-time term classified employees: 1, 2, 3, 4, 5, 6, 9, 10.1, 12, 13, 14, 15, 16, 17, 18, 21, 22, 23, 24, 25.1, 26, 27, 28, 29, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 79 and 80. Except as provided in this Article 31A, the following provisions of the Central Collective Agreement apply to regular part-time term classified employees: 55.1 (except the incorporation therein of Articles 8, 19 and 25.2), 56, 57, 58, 59, 60, 61, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 79 and 80.

31A.3 Except as provided in this Article 31A, the provisions of Parts A and C of the Bargaining Unit Collective Agreements shall also apply to full-time term classified employees. Except as provided in this Article 31A, Article 55.2 of the Central Collective Agreement and Parts B and C of the Bargaining Unit Collective Agreements apply to regular part-time term classified employees.

31A.4 Notwithstanding 31A.2, the release of a term classified employee during the employee's term of employment, and the termination of employment upon the expiry of the term, shall not be considered to be a dismissal and shall not give rise to an alleged violation of the Collective Agreement.

31A.5 In the event of the release of a term classified employee during the employee's term of employment, the employee shall be given sixteen (16) weeks' written notice of termination or an amount

equal to sixteen (16) weeks regular wages in lieu of notice. Severance pay shall be given in accordance with the *Employment Standards Act*.

31A.6 For a period of one (1) year after the release of, or the expiry of the term of, a term classified employee, the employee may apply for vacancies advertised under Article 6 or 56.

31A.7 Notwithstanding 31A.2, Articles 50.3.1, 50.3.2, 50.3.3, 50.7, 51.5.1, 51.5.2, 51.7, 76.3.1, 76.3.2, 76.3.3, 76.7, 77.5.1, 77.5.2 and 77.7 shall not apply to a term classified employee. Notwithstanding 50.6.1, 50.6.2, 51.6, 76.6.1, 76.6.2 and 77.6, the entitlement of such an employee to be reinstated ceases when his or her appointment to the term classified service expires.

31A.8 Notwithstanding 31A.2, the maximum coverage under Article 42 or 70 for a term classified employee shall be for a period of 24 months or to the date of expiry of the employee's term, whichever is less. The employee's rights and the Employer's obligations under 37.2(b), 38.1.2(a), 38.3, 65.2(b), 66.1.2(a) and 66.3 shall expire upon the expiry of the same period of 24 months or the date of expiry of the employee's term, whichever is less.

31A.9 Notwithstanding 31A.2, the benefits for term classified employees shall be subject to the same limitations as those for full-time classified employees, and subject to the further limitation that employees shall not be reimbursed for orthodontic services.

31A.10 Where a term classified employee has been employed for a period longer than three (3) consecutive years from the date of his/her appointment as a term classified employee, the employer shall establish a position within the Classified Service to perform the work of the employee, and the status of the incumbent will be converted from term classified to classified.

31A.11 The Employer agrees to supply quarterly to the Central Employee/Employer Relations Committee (CERC) the names, classification, and numbers of Term Classified employees hired within the bargaining unit each quarter.

New letter of understanding as follows:

Ms. Leah Casselman,  
President,  
OPSEU

Dear Ms. Casselman,

**Re Term Classified Positions**

This will confirm our understanding reached during negotiations that, with the exception of Term Classified positions which have been converted from unclassified positions and positions arising from work formerly performed by persons retained on a fee-for-service basis, the Employer will employ no more than 700 Term Classified employees within the OPSEU bargaining units at any one time during the term of this collective agreement.

This will also confirm that, during the term of this collective agreement, of the information supplied to the CERC under article 31A.11, the Employer will specifically identify Term Classified positions within the OPSEU bargaining units which have been converted from unclassified positions and positions within the OPSEU bargaining units arising from work formerly performed by persons retained on a fee-for-service basis during the previous quarter.

Yours very truly,

Elizabeth McKnight,  
Director, Corporate Labour Relations

## 15. BENEFITS

Amend benefit plans as follows:

### Enhancements

1. Vision Care
  - \$300 every 2 years
  - 80/20 employer/ employee premium split
2. Paramedical – All Practitioners: \$25/visit  
max. \$1,200 per practitioner following OHIP
3. Psychologist (incl. MSW)  
\$25/half hr. annual max. \$1,400
4. Speech Therapist \$25/half hr.  
annual max. \$1,400
5. Dental: Major -  
50% annual max. \$1,200
6. Semi-Private – \$120/day
7. Hearing Aids - \$1,200 every 4 years
8. Increase Basic Life Insurance from 75% to 100% of annual salary
9. Remove Employee contributions to LTIP
10. Increase ortho shoe/orthotic coverage for employees of institutions to 2 pairs per year, \$500 maximum each

### Cost Limitation Measures

1. Limit coverage to drugs that require doctors prescription
2. Mandatory generic substitution/pricing
  - pay 90% of generic product cost only when generic product exists; employees pay difference if brand name dispensed
3. Per prescription deductible of \$3.00 in second year of contract; increase to \$5.00 per prescription in 3<sup>rd</sup> year.
4. Dental Plan
  - Extend Dental recall from 6 to 9 months (except for children 12 and under)
  - Dental fee guide lag of 1 year in each year of CBA (starting in 3<sup>rd</sup> year of contract)

- deductible:\$100/ yr single/family
  - eliminate fluoride treatment for adults
5. Coverage of Orthopaedic Shoe/Orthotic  
Coverage: 75% of cost for orthopaedic - 1 pair/year, Max. \$500/pair;  
100% of cost for orthotic - 1 pair/year, Max. \$500/pair
  6. Eliminate Out of Country coverage

## 16. CLASSIFICATION ISSUES:

### 22.12 CLASSIFICATION

22.12.2A classification grievance as provided in Article 22.12.1 which has not been resolved by the end of Stage 2 of this grievance procedure may be referred to the Joint Systems Subcommittee (JSSC) provided in Appendix 7 (Classification System Overhaul) of this Agreement , for final resolution. Any grievances being referred to the JSSC, must be forwarded to the Employer representatives of the committee, no later than one month after the Employer's Stage 2 response. The JSSC may decide on any grievance referred to it. Where the parties at the JSSC concur, their decision shall be binding on the parties and any affected employee. Where the parties at the JSSC do not concur, the matter shall remain unresolved unless and until concurrence is reached.

## APPENDIX 7

### CLASSIFICATION SYSTEM ~~OVERHAUL~~ SUBCOMMITTEES

This confirms the agreement reached by the parties during negotiations with respect to the classification system ~~overhaul~~.

(1) ~~The classification system overhaul shall be deferred for the duration of this collective agreement, and for the period of its operation.~~

(2) to (4) remain the same

Add (effective June 1, 2002):

(5) The parties agree to make every effort to review, discuss and decide on the current backlog of classification grievances by the end of March 2003. To this end, the parties agree that the JSSC shall meet monthly after ratification until March 31, 2003. The Employer agrees to approve union

leave of two weeks per month for each of three OPSEU representatives to review cases and attend meetings.

- (6) Thereafter, the JSSC shall meet monthly to review, discuss and decide grievances received with a view to ensuring a two month turn around time once grievances are forwarded to the Employer representatives of the JSSC.
- (7) The union and Employer representatives to the JSSC will review and make recommendations to CERC, no later than September 30, 2002, on methods of improving the handling of classification grievances at all levels, including but not limited to cluster level committees, training initiatives.
- (8) The parties agree to set up a subcommittee of CERC to discuss potential methods for addressing the issue of classification review(s). In light of such review, it is agreed that during the term of the Collective Agreement neither party shall initiate, pursue or support any challenge to the pay equity plan or its maintenance, whether before the Pay Equity Commission and/or the Pay Equity Hearings Tribunal or in any other forum.