

Collective Agreement

between

**Ontario Public Service Employees Union
on behalf of its Local 568**

and

OPSEU Pension Trust

DURATION: January 1, 2009 – December 31, 2012



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ARTICLE 1 - PREAMBLE

- 1.01 The purpose of this Agreement is to maintain mutually satisfactory relations between the Employer and its employees, maintain processes for the prompt and equitable disposition of grievances and maintain satisfactory working conditions, hours of work and compensation for all employees who are subject to the provisions of this Agreement.

ARTICLE 2- RECOGNITION

- 2.01 In accordance with the Labour Relations Act, the OPSEU Pension Trust (OPTrust) recognizes OPSEU as the exclusive collective bargaining agent for all employees in the Province of Ontario, save and except Managers, persons above the rank of Manager, Administrative Assistant to the Chief Administrative Officer and Plan Manager, Training Co-ordinator, Executive Assistant to the Plan Manager, and Co-op students enrolled in a post-secondary institution.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.01 The parties recognize that it is the exclusive right of the Employer to direct its operations and its working forces, and without limiting the foregoing, it is the Employer's right to:
- a) maintain order, discipline and efficiency and from time to time make rules and regulations subject to the requirement that rules which may be the basis of discipline must be reasonable;
 - b) hire, transfer, classify, assign, schedule, appoint, promote, demote, layoff, and recall employees;
 - c) discipline or discharge employees, subject to the right of employees who have completed their probationary periods to grieve that discipline or discharge has been imposed without just cause;
 - d) dismiss probationary employees without just cause during their probationary period;
 - e) determine the number, method, and scope of operations, and determine the equipment and processes to be used;
 - f) determine the complement of employees, positions and qualifications required.

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- 3.02 The Employer shall not exercise its rights in a manner which is inconsistent with the express terms of this agreement nor in a manner which is contrary to the Ontario Human Rights Code.
- 3.03 Employees of OPTrust who are not members of the bargaining unit may perform work normally performed by employees in the bargaining unit provided that no bargaining unit employee is laid off as a direct consequence.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

The Union agrees that there shall be no strikes and the Employer agrees there shall be no lockouts during the term of the collective agreement.

ARTICLE 5 - UNION SECURITY AND REPRESENTATION

- 5.01 **Check-Off of Union Dues**
The Employer agrees that it will deduct each pay period a sum equal to regular Union dues from each employee in the Bargaining Unit. The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, North York, Ontario not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names and employee numbers of those employees for whom deductions have been made.
- 5.02 The Union will advise the Employer in writing, thirty (30) calendar days in advance, of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by further written notice to the Employer.
- 5.03 The Union agrees to indemnify and save harmless the Employer with respect to any claim made against the Employer by any employee or any group of employees arising out of the deduction of Union dues as provided herein.
- 5.04 **Representation**
The Union shall advise the Employer in writing of the names of its officers, stewards and committee members. The employer is not obliged to recognize any such appointments prior to receipt of written notification by the Union.
- 5.05 An employee can be absent without loss of pay or credits in the following cases:
- a) The Union may appoint up to three (3) members of its negotiating team for negotiations meetings with the

Employer for the renewal of the collective agreement including conciliation and mediation;

- b) grievance meetings with representatives of the Employer;
- c) other meetings with representatives of the Employer which are agreed to by the parties and where the attendance of the employee is agreed to.

- 5.06 Stewards shall be granted reasonable time during regular working hours to perform their duties within their unit as set out in this collective agreement without loss of pay. Such granting shall be preceded by reasonable prior notice to the Manager and shall not be unreasonably withheld.
- 5.07 The Employer will provide to the Local President or their designee the name and position of each newly hired bargaining unit employee within ten (10) working days of the employee's starting work at OPTrust.
- 5.08 An employee shall have the right to have his/her union representative present at any discussion where: 1) the employee will be disciplined; or 2) such discussion is for the purpose of determining whether discipline will be imposed against that employee.
- 5.09 Upon at least fourteen (14) calendar days written notice by the Union, leave-of-absence without pay but with no loss of credits shall be granted for not more than four (4) consecutive working days for up to two (2) employee delegates for the purpose of attending the Annual Convention. In addition, leave-of-absence without pay but with no loss of credits may be granted for not more than four (4) consecutive working days for a maximum of 2 additional delegates for the purpose of attending the Annual Convention. No request shall be unreasonably denied.
- 5.10 The Employer shall endeavour to grant leave of absence without pay (but with continuation of the employer contribution to benefits and benefit premiums) for any member of the bargaining unit for the purposes of attending conferences or seminars related to the activities of the Union. Such leave shall also include reasonable union caucus time for the purposes of negotiations. Such leave shall not be unreasonably denied.
- 5.11 When an employee is elected to a full-time position with OPSEU, the Employer shall grant a leave of absence without pay and no loss of credits paid by OPSEU and without loss of seniority for the duration of such leave. At the end of the assignment, the employee shall, upon two (2) weeks notice be returned to the position held

immediately prior to the commencement of the leave or to a comparable position with no decrease in pay should the original position be eliminated.

Where an individual is elected within OPSEU as an Executive Board Member, such an individual shall be granted leave of absence for the time off required to exercise the duties of such appointment. The Union will reimburse the Employer for any salary and benefits paid to the employee for the duration of said leave.

An employee who is selected for a temporary full-time position with the Union, or any body with which the Union is affiliated, may be granted leave of absence without pay and without loss of seniority accrued to the date the leave commences. No such request shall be unreasonably denied.

5.12 The parties agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced because of an employee's membership or non-membership in the Union or because of their activity or lack of activity in the Union.

5.13 **Union Time Off**
The Employer shall permit the President of the Local (or their designee) to be absent from work without loss of pay or credits for up to fourteen (14) days (cumulative) in a calendar year for the purposes of carrying on the business of the local Union. Absences of greater than (1) day in duration require a minimum of two (2) weeks notice.

5.14 The Employer will provide the Union with one (1) filing cabinet. The Union accepts responsibility for the contents of the cabinet.

ARTICLE 6 - NO DISCRIMINATION OR SEXUAL HARASSMENT

6.01 There shall be no discrimination practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or disability, as defined in section 10 of the Ontario Human Rights Code.

6.02 Where application of this agreement adversely affects an employee or group of employees listed in Article 6.01 above, the parties will negotiate accommodation measures to eliminate discrimination, provided that the accommodation does not cause undue hardship on one party, as defined in section 17 of the Ontario Human Rights Code.

6.03.01 All employees covered by this Collective Agreement have a right to freedom from sexual harassment in the workplace by their

Employer or agent of the Employer or by another employee. Harassment means engaging in a course of vexatious comment or conduct that is known or ought to reasonably be known to be unwelcome.

- 6.03.02 Every employee covered by this Collective Agreement has a right to be free from,
- a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - b) a reprisal or threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.
- 6.03.03 The parties agree that any allegation of sexual harassment under this article shall be handled through the regular grievance procedure. In cases where the complaint or grievance is laid against the employee's immediate supervisor, the complaint or grievance may be processed directly to Step 2 of the Grievance Procedure.

ARTICLE 7 - LABOUR/MANAGEMENT COMMITTEE

- 7.01 The Employer and the Union shall establish a Labour-Management Committee consisting of three (3) Union representatives and three (3) Employer representatives. Upon reasonable prior notice, either party may bring in an additional person(s) who is/are not a member(s) of the bargaining unit. The Committee shall be co-chaired with the chair alternating between a representative selected by the Employer and a representative selected by the Union. The Committee will meet once every three months and more or less frequently by mutual agreement. The Committee will provide a forum for on-going communication and the joint consideration of various matters which are of concern to the parties.
- 7.02 All meetings of the Labour-Management Committee shall occur during normal working hours. Union Committee members shall be allowed time off without loss of pay or credits to attend such meetings and to attend caucus meetings of up to sixty (60) minutes, upon request, in advance of the LMC meetings. Additional caucus time may be requested by the Union and such requests shall not be unreasonably denied.

ARTICLE 8 - GRIEVANCE AND ARBITRATION PROCEDURES

8.01 It is the intent of this Agreement to adjust as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement, including any question as to whether a matter is arbitrable.

8.02 **The Grievance Procedure**

8.02.01 **Complaint Step**

An employee who believes he/she has a complaint shall first discuss any complaint or difference with his/her manager within twenty (20) working days of when he/she knew or ought to have known of the factual basis for his/her complaint or difference. If the complaint is not settled within seven (7) working days of this discussion, a grievance may be processed to Step 1.

8.02.02 **Step 1**

If a complaint is not resolved through discussion at the Complaint Step in Article 8.02.01, the employee may file a written grievance with his/her manager within ten (10) working days of the earlier of his/her receipt of a response to the Complaint or the expiry of the seven (7) working day time limit for resolution. The manager shall provide his/her Step 1 response to the grievance within seven (7) working days of the submission of the written grievance.

8.02.03 **Step 2**

If a grievance is not resolved at Step 1 as per Article 8.02.02, it may be submitted to the Director Human Resources within seven (7) working days of the earlier of the employee's receipt of the manager's response at Step 1 or the expiry of the seven (7) working day period for providing such a response.

The parties shall meet to discuss the grievance within fifteen (15) working days of receipt by the Director Human Resources of the grievance. Following the meeting, the Employer shall provide a written reply to the grievance within seven (7) working days.

8.02.04 Employees shall have the right to be assisted by a union representative in the presentation of a grievance at any step of the Grievance Procedure. The grievor and Union representative are entitled to attend grievance meetings, arbitration hearings, and OLRB proceedings with no loss of pay or credits.

8.02.05 A group grievance is defined as a single grievance signed by an authorized Union Steward on behalf of a group of employees who have the same complaint. A group grievance shall include a list of the names of the grievors. Such grievances must be dealt with at successive stages of the grievance procedure as set out in this Article commencing with Step 2, unless otherwise agreed. Such grievances must be submitted within twenty (20) working days of events giving rise to the grievance.

8.02.05 **Union Grievances**

The Union may file a grievance where there is a difference between the Union and the Employer arising from the interpretation, application, or administration of the collective agreement, including whether or not a matter is arbitrable, provided that the Union file the grievance at Step 2 as per Article 8.02.03 of the grievance procedure within thirty (30) working days of events giving rise to the grievance.

8.02.06 **Management Grievances**

The procedure under this article with respect to Union grievances applies with necessary modifications to grievances filed on behalf of management.

8.03 **Arbitration**

8.03.01 A grievance which has been properly processed through the steps of the grievance procedure and which is unresolved may be submitted to arbitration by notification of the other party in writing within twenty (20) working days of the earlier of management's response at Step 2 or the expiry of the time limit for providing such a response. The party referring the matter to arbitration shall within ten (10) working days of notice of referral to arbitration submit the names of three (3) persons who it would propose to arbitrate the grievance. The party in receipt of such notice shall respond by agreeing to one of the proposed arbitrators or by proposing three (3) different arbitrators within ten (10) working days of its receipt of the names. If the parties are unable to agree on the selection of an arbitrator either party may request the Minister of Labour for the Province of Ontario to appoint an arbitrator.

8.03.02 Notwithstanding the above, the parties may mutually agree to a board of arbitration to be composed of a nominee from the Union, a nominee from the Employer and a neutral Chairperson to which the nominees mutually agree.

8.03.03 The parties may agree to utilize a third party mediator at any point after a grievance has been referred to arbitration in order to resolve

the issue expeditiously. The costs of such mediation shall be shared equally between the parties.

8.04 **General**

Where a complaint or grievance has not been processed by the employee or the Union within the time prescribed it shall be deemed to have been withdrawn.

The time limits in this article may be extended by agreement of the parties in writing.

An arbitrator shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

An employee shall have the right to attend the arbitration hearing of a grievance which he/she has filed without loss of pay or credits.

8.05 **Discipline and Discharge**

No employee, other than an employee who at the time of discipline or discharge has not completed their probationary period, shall be disciplined or discharged without just cause. Such a grievance may be filed directly at Step 2 of the grievance procedure (Article 8.02.03).

ARTICLE 9 - SENIORITY

9.01 **Definition of Seniority**

Seniority is defined as the length of an employee's continuous service in the employ of OPTrust within the bargaining unit. Continuous service shall include unbroken service as a contract employee which takes place after February 13, 2009. Such service will be recognized as seniority after the employee is hired as a permanent-status employee and serves a probationary period as per Article 9.04.

Up to the first twenty-four (24) months of a temporary assignment outside of the bargaining unit shall accrue towards an employee's seniority. Upon completion of the temporary assignment, the employee shall return to their home position or equivalent, provided that such a position exists. In the event there is no such position, the provisions of Article 11, Layoff and Recall, shall apply.

9.02 **Determination of Relative Seniority**

Relative seniority as defined in this section shall apply only to Article 10.02 Job Postings and Article 11 Layoff and Recall.

- a) The relative seniority of employees hired on or before February 1, 1995 shall be determined by the trade union as set out in Appendix B which forms part of this collective agreement.
- b) The relative seniority of employees hired after February 1, 1995 who have the same amount of seniority shall be determined by the drawing of lots. The drawing of lots shall be commenced as soon as reasonably possible following the ratification of the collective agreement. A union representative shall be present during this process of drawing of lots.

9.03 The Employer shall provide to the Union a revised seniority list every six months indicating the employee's current classification. A complaint concerning the seniority of any employee as set out on such a list may only be raised within the first twenty (20) working days of the provision of such a list to the Union.

9.04 Upon hire, employees must serve a probationary period of eight (8) months. During this time, they shall not be entitled to the application of benefits or rights based on seniority. Upon successful completion of the probationary period, an employee's seniority shall date from his/her original date of hire.

The Employer shall not be required to demonstrate just cause for the termination of probationary employees. Probationary employees terminated for reasons which are not arbitrary or discriminatory shall be considered to have been terminated for proper cause

9.05 **Termination of Seniority**

The seniority and employment of an employee shall be deemed to have been terminated in the following circumstances:

- a) resignation;
- b) the employee retires;
- c) the employee is discharged for just cause and is not reinstated;
- d) the employee is absent without leave or fails to notify the Employer of absence for a period of three (3) continuous working days, unless a reasonable explanation is provided;

- e) continuous absence from work for greater than two years in the case of a compensable or non compensable illness or injury subject to the Ontario Human Rights Code;
- f) the employee is laid off in excess of a continuous period of two years;
- or
- g) the employee fails to return to work within fourteen (14) calendar days following a layoff and after receiving notice by registered mail to do so. The fourteen (14) day period may be extended by mutual agreement.

ARTICLE 10 - JOB POSTING

10.01 When the Employer determines that a vacancy is to be filled, the job opening shall be posted on an employee bulletin board for a period of not less than ten (10) working days. The notice shall state, where applicable, the nature and title of the position, its classification and rate of pay, the requirements of the job, qualifications sought, and the current hours of work. All job applications by bargaining unit employees will be acknowledged.

Notwithstanding the above paragraph, where a job becomes vacant in a position that had been posted in the last three (3) months, the Employer may, at its discretion, appoint another applicant from among those who applied to the original posting, pursuant to the considerations set out in Article 10.02.

- 10.02
- a) In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the deciding factor.
 - b) Management need not consider an applicant for a posting who:
 - i) has not completed his/her probationary period of employment, or
 - ii) has completed his/her probationary period but has not been in their current job for at least six (6) months, or
 - iii) is currently in an acting or temporary assignment but has not been in the assignment for at least six (6) months.

10.03 This article shall not apply in any of the following circumstances:

- a) where an employee on layoff status is recalled to employment,

- b) where an employee is reassigned to a vacancy or exercises a right to displace another employee pursuant to Article 11 - Layoff and Recall,
 - c) where a vacancy is to be filled for a period of six (6) months or less,
or
 - d) where the vacancy to be filled arises from a pregnancy or parental leave of absence or from the absence due to illness of an employee.
- 10.04
- a) Where the Employer has at least two (2) weeks notice of a temporary vacancy in the bargaining unit which is expected to be of a duration of greater than six (6) months, the Employer shall post the temporary vacancy in all work locations so the bargaining unit employees can indicate their desire to be selected for such a vacancy. Employees so selected shall have the right to return to their regular position or equivalent on the expiration of the temporary assignment.
 - b) Resultant temporary vacancies caused by the selection of a bargaining unit employee need not be posted. Notwithstanding, where management chooses to post such a vacancy, the posting period shall be five (5) working days.
- 10.05
- a) Promotion occurs when the incumbent of a position successfully competes for another position in a classification with a higher maximum rate of pay than the classification of his or her former position.

For greater clarity, a promotion does not occur upon the transfer of a position outside of the bargaining unit into the bargaining unit, regardless of the maximum rate of pay of the classification applicable.
 - b) An employee who is promoted shall receive that rate of pay (as set out in Appendix A to this agreement) in the salary range of the new classification which is the next higher to his/her present rate of pay, except that:
 - (i) where such a change results in an increase of less than three percent (3%), he or she shall receive the next higher rate of pay again, which amount shall be considered a one step increase;
 - (ii) a promotional increase shall not result in the employee's new rate of pay exceeding the maximum of the new salary range.

- c) An employee's anniversary date for the purposes of salary administration shall be the date on which the employee first occupied his/her current position.

If an employee moves directly from a temporary assignment in a position to permanent status in the same position, his/her anniversary date shall be established as the date the employee started in the temporary assignment.

If an employee returns to his/her permanent position following a temporary assignment, the anniversary date shall revert to the date he/she obtained that permanent position.

ARTICLE 11 - LAYOFF AND RECALL

11.01 Definition of Layoff and Notice Period

11.01.01 An employee who is laid off shall receive sixty (60) calendar days notice of layoff or pay in lieu thereof.

11.01.02 Employees to receive notices of layoff shall be those with the least seniority occupying the position affected.

11.02 Information to the Union

11.02.01 At least thirty (30) calendar days prior to the issuing of any layoffs, the Employer shall discuss with the Union at Labour Management Committee, the options available to employees including the feasibility of offering a Voluntary Exit Option program to employees. If there is no agreement between the parties, Article 11 shall apply.

11.03 Information to Employees

11.03.01 The notice period in Article 11.01.01 shall begin when an employee receives written notice. Copies of such notices shall be provided to the Local President and the Central Union.

11.03.02 Where an employee receives a notice of layoff as per Article 11.01.01 the notice will include the amount of separation allowance to which the employee may be eligible under Article 11.04 and either: the details of any position to which the employee may be reassigned under Article 11.05, or the details of any position to which the employee may displace under Article 11.06. An employee who has received a notice of layoff shall have fourteen (14) calendar days from the date of notice of layoff to elect one of the following options:

- i) resign and accept the separation allowance, or

- ii) accept either reassignment to a vacancy as per Article 11.05 or displacement as per Article 11.06 as applicable, or
- iii) accept the layoff.

11.04 **Separation Allowance**

11.04.01 Where an employee resigns within fourteen (14) calendar days of receiving a layoff notice, he/she shall be entitled to a separation allowance of two (2) weeks salary for each year of continuous service in the employ of OPTrust to a maximum of forty-two (42) weeks. In addition, on production of receipts from an approved educational program within twelve (12) months of resignation, he/she may be reimbursed for tuition fees up to a maximum of four thousand dollars (\$4,000.00). Employees who elect resignation under this Article forfeit all rights under the Collective Agreement.

11.05 **Reassignment to a Vacancy**

11.05.01 When an employee has received notice of layoff under Article 11.01.01, the Employer will offer to reassign the employee to an existing vacancy within the bargaining unit provided that the employee has the ability to perform the job with the benefit of a ten (10) working day familiarization period and the maximum salary of the vacant position is not greater than the maximum salary of the employee's position.

11.05.02 Where there is more than one (1) existing vacant position available for which the employee has the ability to perform the job with the benefit of a ten (10) working day familiarization period, the employee will be offered reassignment to a vacancy in a classification nearest in maximum pay to that of the employee's current position.

11.05.03 Where there is more than one employee who receives notice of layoff on the same day, existing vacancies will be offered to eligible employees in order of seniority.

11.05.04 If the employee is offered a vacant position pursuant to this Article, and does not elect reassignment to the vacancy, he/she is not entitled to any rights pursuant to Article 11.06.

11.06 **Displacement**

11.06.01 An employee who has received a notice of layoff under Article 11.01.01 and who is not reassigned to a vacancy under Article 11.05 shall have the option of displacing an employee with less seniority who is the most junior employee in a classification with the same or lower maximum pay rate as the senior employee's current

classification provided the senior employee has the ability to perform the job with the benefit of a ten (10) working day familiarization period.

11.06.02 An employee entitled to bump under Article 11.06 shall be offered the opportunity to bump into a single position. In identifying the position the following criteria will be applied:

- i) the Employer will identify a position meeting the requirements of Article 11.06.01 which most closely matches the maximum salary of employee's current position, and
- ii) the employee shall only be able to bump the most junior incumbent of the position identified.

11.06.03 An employee who is displaced under Article 11.06 above shall receive a notice of layoff under Article 11.01.01 and shall have all subsequent rights under Article 11; however, no more than two (2) employees shall subsequently exercise rights under Article 11.06.01 arising or resulting from the same notice of layoff.

11.07 **Recall**

- 11.07.01 a) For a period of two (2) years following the date of layoff, a laid off employee shall be recalled, in order of seniority, to the first available new position or vacancy in a classification with the same or lower maximum pay rate to his/her last held classification, provided that the employee has the ability to perform the job with the benefit of a ten (10) working day familiarization period. Employees who are recalled must report to work within fourteen (14) calendar days of recall.
- b) If recalled to a position within his/her former classification, an employee shall be placed at the same salary he/she earned at the date of layoff, or the minimum salary of the classification, whichever is greater.

11.08 **Retraining**

11.08.01 Where it is anticipated that an employee will receive a notice of layoff as a direct result of the elimination of a position arising from the introduction of job qualifications not possessed by any bargaining unit employee, the Employer shall consider the feasibility of training existing staff as an alternative to hiring new employees. In such instances, the Union will be provided an opportunity to make recommendations to the Employer regarding the feasibility of training.

ARTICLE 12 - HOURS OF WORK

- 12.01 The normal hours of work for employees shall be thirty-six and one-quarter (36-1/4) hours per week and seven and one-quarter (7-1/4) hours per day, Monday to Friday.
- 12.02 a) With the exception of employees in network services, the normal daily hours of work shall commence between 7:00 a.m. and 9:00 a.m. and end between 3:00 p.m. and 5:00 p.m. during which a forty-five (45) minute unpaid lunch period will be provided as near as practicable to the midpoint of the scheduled working hours. Any regularly scheduled shift for network services employees shall end no later than 10:00 p.m. Requests by employees regarding starting and stopping times will be considered by the Employer subject to operating requirements. No such request shall be unreasonably denied.
- b) Network service employees shall be paid a shift premium of \$0.80 (eighty cents) per hour for all hours worked between the hours of 5:00 p.m. and 10:00 p.m.
- 12.03 The parties agree that the provisions of this article are for the purpose of setting out the normal hours of work and for the purpose of determining overtime entitlement and shall not be construed as any guarantee of work or of the hours of work.
- 12.04 Employees shall be entitled to two (2) fifteen (15) minute paid rest periods each day which shall take place as near as practicable to the mid-points of the morning and afternoon portions of their daily hours of work.
- 12.05 The overtime rate for the purposes of this Collective Agreement shall be one and one-half (1-1/2) times the employee's basic hourly rate.
- 12.06 In the distribution of overtime, the Employer agrees to distribute overtime in a fair and equitable manner.
- 12.07 In this Article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working week, or performed on a scheduled day(s) off.
- 12.08 Overtime shall be paid within one (1) month of the pay period within which the overtime was actually worked.

12.09 Compensating Time

- 12.09.01 Upon mutual agreement, employees may receive compensating leave of one and one-half (1-1/2) hours for each hour of overtime worked in lieu of pay at the overtime rate.
- 12.09.02 Effective date of ratification, compensating time may not build up beyond three (3) weeks. Employees who currently have banked greater than three (3) weeks of compensating time shall not be permitted to bank further compensating time until their total banked time is reduced to less than three (3) weeks. Compensating leave shall be scheduled at a time which is mutually agreed upon between the manager and the employee.
- 12.09.03 Compensating time may be carried over a maximum of two (2) calendar years after the year in which it is earned. Any compensating time not utilized within that period will be paid out. Staff, who on the date of ratification have unused compensating time, must use it by December 31, 2011.
- 12.09.04 An employee shall be paid for any unused compensating leave at the date they cease to be an employee.

12.10 Job Sharing

- 12.10.01 Job sharing is defined as an arrangement whereby two employees share the hours of work of one full-time position on a 50/50 basis. Job sharing shall occur where there is agreement between the employees who wish to job share, the Union, and the Employer. The Employer will consider requests for job sharing arrangements based on operational requirements. No request for job sharing shall be unreasonably denied.
- 12.10.02 The details of the arrangement shall be set out in an agreement signed by all the parties. It is agreed that participation in a job sharing agreement is completely voluntary and may only be accessed by permanent members of the bargaining unit who are in the same job classification. The position of the two employees involved in the job sharing arrangement will be maintained as full-time permanent positions in the Employer's staffing complement. It is understood that the job sharers may be asked to share a work station.
- 12.10.03 A full-time employee entering a job sharing arrangement shall have the option of participating in the insured benefits program. In such cases, the employer shall be responsible for premiums on a pro-rated basis with the employee assuming the balance in the employer's regular premium costs. For pension purposes, the job sharers are considered part time employees. Service, seniority, sick

leave, work-life balance days, holiday, and vacation time shall be accrued on a pro-rata basis. For the purpose of clarity, the costs to the Employer of the job sharing arrangement will not exceed the costs associated with one full time equivalent.

- 12.10.04 If the employment of one of the two job sharers ends at OPTrust for any reason, the remaining partner will be given the first opportunity to assume the position on a full-time basis. If the remaining partner does not wish this opportunity the position shall be posted and advertised as a job sharing vacancy. Failing successful filling of the job sharing position, the remaining partner has a final opportunity to assume the position on a full-time basis. If the remaining partner still does not wish this opportunity, the remaining employee shall have layoff and recall rights subject to Article 11.
- 12.10.05 The job sharing arrangement must be at least six (6) months in duration. After the six (6) months, any party may discontinue the job sharing arrangement with sixty (60) calendar days notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) working days to discuss the discontinuance.

ARTICLE 13 - TIME CREDITS WHILE TRAVELLING

- 13.01 Time that is spent travelling on OPTrust business outside of normal daily or weekly hours, and which is expressly authorized by management, will be compensated at the regular straight-time rate of the employee, and the amount of time to be compensated shall be calculated in the following manner:
- a) Where travel is by public carrier, travel time will commence one (1) hour prior to the scheduled time of departure and will end one (1) hour after the actual arrival of the carrier at the destination.
 - b) Where travel is by automobile, travel time will begin when the employee leaves his home and will end when he/she reaches the destination (and vice-versa, when returning to home).
 - c) Where sleeping accommodation is provided, the hours between 11:00 p.m. and the employee's starting time the following day will not be compensated.
- 13.02 Employees shall not be credited with any travel time in travelling between his/her home and the offices of the Employer.
- 13.03 Employees required to travel on a holiday as defined in Article 18.01 or on a regularly scheduled day off shall be compensated

with a minimum of four (4) hours straight-time pay for the sum of their work and travel time on such days.

- 13.04 Time which is compensated under this article shall not be considered in the calculation of overtime or other premium entitlements under this agreement.

ARTICLE 14 - MEAL ALLOWANCE

The cost of meals incurred by an employee shall be reimbursed to a maximum amount of eleven dollars (\$11.00) for breakfast, sixteen dollars (\$16.00) for lunch, and twenty-three dollars (\$23.00) for supper (inclusive of gratuities and taxes) in the following circumstances:

- a) When an employee is required to work more than two (2) hours of overtime immediately following completion of his/her scheduled shift without notification prior to the completion of his/her previously scheduled shift. Employees shall be reimbursed for no more than one meal in such circumstances.
- b) When an employee is assigned to work at a site away from the office of the Employer and no reasonable opportunity exists to return to the office during a meal break period to which the employee is entitled.
- c) When specifically authorized by the Employer.

The Employer reserves the right to provide employees with meals consistent with the medical and religious requirements of employees in lieu of compensating employees for meal expenses in any such circumstances.

ARTICLE 15 - KILOMETRIC RATES

An employee who is expressly required by the Employer to use his/her own automobile on the Employer's business shall be compensated at the rate of \$0.46 per kilometre for such use.

Employees shall not be compensated for any travel between his/her home and the offices of the Employer.

The parties agree that the use of privately owned automobiles on the Employer's business is not a condition of employment.

ARTICLE 16 - AVAILABILITY FOR WORK**16.01 On-Call**

Where an employee is required to respond within a reasonable time to a request for either a return to the workplace or the performance of other work, he/she shall receive twenty percent (20%) of the base hourly rate per hour for all hours for which he/she is required to be available to respond. Such on-call duty shall be authorized by the Manager prior to the on-call period.

16.02 Call-Back

Where an employee who has completed his/her scheduled hours of work and is subsequently called back to the workplace before the commencement of his/her next scheduled shift, he/she shall receive payment at the applicable overtime rate for all hours worked with a minimum pay of four (4) hours at the applicable overtime rate.

ARTICLE 17 - VACATION AND VACATION CREDITS

17.01 An employee shall earn vacation credits at the following rates:

- a) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service;
- b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service;
- c) Two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service;
- d) Two and one-half (2-1/2) days per month after twenty-six (26) years of continuous service.

For the purpose of this article, continuous service shall include service with the Ontario Government and the Ontario Pension Board for those employees hired to positions which were posted by the Employer on or prior to February 1, 1995.

17.02 An employee is entitled to vacation credits under Section 17.01 in respect of a month or part thereof in which he/she is at work or on leave of absence with pay.

17.03 An employee is not entitled to vacation credits under Section 17.01 in respect of a whole month in which he/she is absent from duty for any reason other than vacation leave-of-absence or leave-of-absence with pay.

- 17.04 An employee shall be credited with his/her vacation for a calendar year at the commencement of each calendar year.
- 17.05 An employee may accumulate vacation to a maximum of twice his/her annual accrual but shall be required to reduce his/her accumulation to a maximum of one (1) year's accrual by December 31 of each year. Vacation credits in excess of the maximum carry-over shall be removed and employees shall not be compensated for such credits in any manner.
- 17.06 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until he/she has completed six (6) months of continuous service.
- 17.07 An employee with over six (6) months of continuous service may, with the approval of management, take vacation to the extent of his/her vacation entitlement and his/her vacation credits shall be reduced by any such vacation taken. Vacation requests shall be approved in a fair and equitable manner based on operating requirements. No vacation request shall be unreasonably denied.
- 17.08 Where an employee has completed twenty-five (25) years of continuous service, there shall be added, on that occasion only, five (5) days of vacation to his/her accumulated vacation entitlement.
- 17.09 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which he/she attains sixty-four (64) years of age is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which he/she attains the age of sixty-five (65) years.
- 17.10 Where an employee leaves employment with OPTrust prior to the completion of six (6) months service he/she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of his/her employment.
- 17.11 An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to his/her credit at the date he/she ceases to be an employee, or at the date he/she qualifies for payments under the Long Term Income Protection plan as defined under Article 21.02, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.

ARTICLE 18 - HOLIDAYS

18.01 An employee shall be entitled to the following paid holidays each year:

New Year's Day	Family Day
Good Friday	Easter Monday
Victoria Day	Canada Day
Civic Holiday	Labour Day
Thanksgiving Day	Christmas Day
Boxing Day	
5 Work/Life Balance Days	

Any special holiday as proclaimed by the Governor General or Lieutenant Governor.

The five Work/Life Balance Days shall be pro-rated during an employee's first and last year of employment.

18.02 When a holiday specified in section 18.01 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof.

18.03 It is recognized by the OPSEU Pension Trust and the Union that while employees may utilize Work/Life Balance Days for any purpose they wish, such purposes shall be deemed to include accommodation of those employees who wish to celebrate days of religious or cultural significance which are not listed in Article 18.01. Work/Life Balance Days shall be scheduled in advance where possible.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 **Personal Leave**

An employee may apply for personal unpaid leave of absence, without loss of service, and without accumulation of credits. The employer shall not unreasonably deny such a request.

19.02 **Bereavement Leave**

19.02.01 An employee shall be allowed up to three (3) working days of bereavement leave, without loss of pay, benefits or service, in the event of the death of his/her spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, stepdaughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, spousal grandparent, grandchild, ward or guardian. Spouse shall include common-law or same sex partner.

- 19.02.02 Where an employee suffers a bereavement during a period of scheduled vacation, they may request that bereavement leave be substituted for vacation and such bereavement leave shall be governed by the provisions of this Article.
- 19.02.03 In addition to the foregoing, an employee shall be allowed up to two (2) working days leave-of-absence without pay to attend the funeral of a relative listed in Article 19.02 if the location of the funeral is greater than eight hundred (800) kilometres from the employee's residence.
- 19.03 **Jury and Witness Duty**
- 19.03.01 Where an employee is absent by reason of summons to serve as a juror or a subpoena as a witness, the employee shall be entitled to leave without loss of pay, benefits or service to comply with the summons or subpoena. The employee shall remit any fee received to the Employer.
- 19.04 **Parental/Pregnancy Leave**
- 19.04.01 A pregnant employee who has been employed for at least thirteen (13) weeks before the expected date of delivery shall be entitled to seventeen (17) weeks leave of absence without pay, for the purpose of child birth. The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- 19.04.02 An employee on pregnancy leave may take a further thirty-five (35) weeks parental leave of absence without pay provided the employee applies in writing two weeks prior to the expiry of her pregnancy leave. Such leave shall be in accordance with the provisions of the Employment Standards Act.
- 19.04.03 The thirty-five (35) week leave of absence is also available to any new parent who has been employed for at least thirteen (13) weeks. Such leave shall be pursuant to the provisions of the Employment Standards Act. Parent includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and intends to treat the child as his/her own.
- 19.04.04 Employees on pregnancy or parental leave shall continue to accumulate vacation credits, seniority and service for the duration of their leaves.
- 19.04.05 Employees returning from leave granted under Articles 19.05, 19.06, and 19.07 shall return to their former position and be paid at

the step in the salary range they would have attained had they worked during their leave-of-absence.

19.05 **Supplementary Unemployment Benefit Plan**

19.05.01 An employee who has been an employee of the OPTrust for a qualifying period of a least six (6) months prior to commencing a leave to which he/she is entitled under Article 19.05 or 19.07 who provides the Employer with proof that the employee has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.

The six-month qualifying period for the Supplementary Unemployment Benefit Plan shall not apply to employees who were in the employ of OPTrust on December 20, 2004.

19.05.02 Payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

i) for the first two (2) weeks, payments equivalent to ninety three percent (93%) of the actual rate of pay for his/her classification which the employee was receiving on the last day worked prior to the commencement of the leave;

and,

ii) for up to a further 15 week period of the pregnancy leave and/or 35 week period of parental leave during which the employee is entitled to receive employment insurance benefits pursuant to the Employment Insurance Act, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual rate of pay for his/her classification which the employee was receiving on the last day worked prior to the commencement of the leave.

19.06 **Leave - Exceptional Circumstances**

19.06.01 In exceptional circumstances, paid leave of absence up to thirty (30) working days may be granted at the sole discretion of the Employer.

19.07 **Self-funded Leaves**

- 19.07.01 An employee may apply to participate in a self-funded leave plan as permitted under the Income Tax Act.
- 19.07.02 The funds being deferred will be held in a trust account with a financial institution of the Employer's choice, with interest accrued annually. The funds will be paid out to the employee during the leave of absence.
- 19.07.03 The employee's insured benefits will be continued during the leave and the employee will continue to pay their portion.
- 19.07.04 Upon the leave ending an employee shall return to the position held immediately prior to the leave and shall be paid at the step in the salary range the employee attained when the leave commenced. If the position no longer exists, the employee shall be assigned to a position of the same class and level.
- 19.07.05 Such leaves shall be granted at the Employer's discretion based on organizational requirements. The Employer agrees such leaves will not be unreasonably denied.
- 19.07.06 The parties acknowledge that the terms of the Income Tax Act and the Pension Plan, including payment of required contributions, will govern the approval and administration of self-funded leaves.

ARTICLE 20 – CLASSIFICATION

- 20.01 The regular straight-time rates of pay for employees shall be as set out in Appendix A which is attached to and forms part of this agreement. Every employee covered by this agreement will be classified in accordance with a job title, and a wage classification within that job title set forth in Appendix A.
- 20.02 Should OPTrust create a new classification during the operation of this agreement, the following process shall be observed:
- i) OPTrust shall initially set the rate at which the new classification shall be paid.
 - ii) The Union shall be advised of the new classification, provided with information on the duties and responsibilities and the parties shall meet to negotiate the rate for the new classification within fourteen (14) calendar days. Time limits for this may be extended by mutual agreement of the parties.
 - iii) If, after twenty-one (21) calendar days following the first meeting of the parties, there is no agreement

regarding the rate to be applied to the new classification, the issue may be processed as a grievance and submitted to Step Two of the grievance procedure. Time limits for this may be extended by mutual agreement of the parties.

- iv) If retroactivity is awarded it shall be to the date of appointment to the position.
- v) Should the rate for the new classification be referred to arbitration, the arbitrator shall apply the following principles to their award:
 - 1) The rate set shall not be based on consideration of the rates of pay for any position outside of OPTrust; and
 - 2) The rate set must be reasonable in consideration of the skills, effort, degree of responsibility and working conditions required in the new classification in relation to that required in other classifications covered by this agreement.

20.03 Employees temporarily transferred to another classification with a higher rate of pay shall be compensated in accordance with Article 10.05 b) after three (3) working days. In all other cases, the employee shall retain his/her current rate of pay.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Short Term Sickness Plan

21.01.01 An employee who is unable to attend to his/her duties due to sickness or injury is entitled to leave-of-absence with pay as follows:

- i) with regular salary for the first six (6) working days of absence,
- ii) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence, in each calendar year.

21.01.02 An employee is not entitled to leave-of-absence with pay under section 21.01.01 of this Article until he/she has completed twenty (20) consecutive working days of employment.

21.01.03 Where an employee is on a sick leave-of-absence which commences in one calendar year and continues into the following calendar year, he/she is not entitled to leave-of-absence with pay under section 21.01.01 of this Article for more than one hundred and thirty (130) working days in the two (2) years until he/she has returned to work for twenty (20) consecutive working days.

21.01.04 An employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year under section 21.01.01 of this Article must complete twenty (20) consecutive working days before he/she is entitled to further leave under section 21.01.01 in the next calendar year.

21.01.05 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.

Use of Accumulated Credits

21.01.06 An employee on leave-of-absence under sub-section 21.01.01 (ii) of this Article may, at his/her option, have one-quarter (1/4) of a day deducted from his/her accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.

21.01.07 An employee who is absent from his/her duties due to sickness or injury beyond the total number of working days provided for in section 21.01.01 of this Article shall have his/her accumulated attendance credits reduced by a number of working days equal to such absence and he/she shall receive regular pay for that period.

21.01.08 Section 21.01.07 does not apply to an employee when he/she qualifies for and elects to receive benefits under the Long Term Income Protection Plan.

21.01.09 Where, for reasons of health, an employee is frequently absent or unable to perform his/her duties, the Employer may require him/her to submit to a medical examination at the expense of the Employer.

21.01.10 After five (5) consecutive working days absence caused by sickness, no leave with pay shall be allowed unless the OPTrust medical certificate form (Appendix C) is completed by a legally qualified medical practitioner and is forwarded to the employee's manager, certifying that the employee is unable to attend to his/her official duties. Notwithstanding these provisions, where it is suspected that there may be an abuse of sick leave, the Director, Human Resources may require an employee to submit the completed OPTrust medical certificate for a period of absence of less than five (5) working days. The cost of the medical certificate will be borne by the Employer on a reimbursement basis.

21.01.11 Employees returning from L.T.I.P. must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.

21.01.12 For the purposes of this Article twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his/her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

Attendance Review Meetings

21.01.13 Where an employee is interviewed by a member or members of management in respect of the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance record upon which that interview was based shall be admissible before an arbitrator in the arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have Union representation at that interview, and the employee either had such Union representation or declined that representation in writing prior to the interview.

21.02 Long Term Income Protection

21.02.01 The Employer shall pay ninety percent (90%) of the monthly premium of the Long Term Income Protection Plan.

21.02.02 a) The Long Term Income Protection benefit is sixty-six and two-thirds percent (66-2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

b) Effective one year following the commencement date of this agreement, and annually thereafter, the total monthly payment under subsections 21.02.02 (a) shall be increased by up to two percent (2.0%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

21.02.03 The Long Term Income Protection benefit to which an employee is entitled under 21.02.02 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution and such benefits are payable until recovery, death or the end of the month in which the employee reaches age 65.

- 21.02.04 Long Term Income Protection benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.
- 21.02.05 Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform the essential duties of his/her normal occupation during the qualification period, and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the essential duties of any gainful occupation for which he/she is reasonably fitted by education, training or experience.
- 21.02.06 The Employer will continue to make pension contributions and premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan.
- 21.02.07 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 21.02.08 Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be an employee. If the employee is totally disabled on the date his/her insurance terminates, he/she shall continue to be insured for that disability.
- 21.02.09 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.
- 21.02.10 If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than

twenty-four (24) months. Rehabilitative employment may be with the Employer or with another employer.

21.02.11 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of his/her earnings as at the date of commencement of total disability.

21.03 **Basic Life Insurance**

21.03.01 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.

21.03.02 The basic life insurance plan shall provide:

- a) coverage equal to one hundred percent (100%) of annual salary or ten thousand dollars (\$10,000), whichever is greater;
- b) where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.
- c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) calendar days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

1. Any standard life or endowment plans (without disability or double-indemnity benefits) issued by Great-West Life Assurance Company.
2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in 1. above.

3. A term to age sixty-five (65) insurance plan.

21.03.03 The amount of basic life insurance will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day).

21.03.04 Basic life insurance will terminate at the end of the month in which an employee ceases to be an employee unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the OPSEU Pension Plan are entitled to free coverage of two thousand dollars (\$2,000) not earlier than thirty-one (31) calendar days after the first of the month coinciding with or following date of retirement and this amount will be kept in force for the remainder of the employee's life.

21.04 **Supplementary and Dependent Life Insurance**

21.04.01 a) Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.

b) The employee's Supplementary Life Insurance provides:

(i) a waiver of premium on disablement to become effective after nine (9) months' continuous disability or entitlement to Long Term Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age 65. The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;

(ii) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) calendar days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege.

The conversion option shall be as stated in subsection 21.03.02 (c) (Basic Life Insurance).

- 21.04.02 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day). In the event of a reduction in salary, an employee, at his/her option, may maintain the insurance coverage at the former higher level.
- 21.04.03 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee or, if the employee continues to be employed after age 65, on the first day of October following the employee's 65th birthday, except where coverage is provided under total disability, as described in 21.04.01 (b) (i) above.
- a) Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.
 - b) Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee or, if the employee continues to be employed after age 65, the first day of October following the employee's 65th birthday, or the date a dependent ceases to be an eligible dependent.
 - c) Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) calendar days of the date of termination of insurance.
 - d) Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in full-time attendance at an educational institution or on vacation there from, and children 21 years of

age and over, mentally or physically infirm and who are dependent.

21.04.05 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) calendar days of:

- employment with OPTrust,
- marriage, or
- birth or adoption of the employee's child.

An employee who applies to purchase or increase this insurance at any other time must provide evidence of insurability satisfactory to the insurer.

21.05 **Supplementary Health and Hospital Insurance**

21.05.01 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.

21.05.02 The Supplementary Health and Hospital Plan shall provide a drug card with \$0 deductible that covers ninety percent (90%) of the cost of drugs and medicines which require a prescription. The plan shall also provide one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of one hundred and twenty-five dollars (\$125.00) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services:

- a) Charges for accommodation, for employees 65 and over, in a licensed chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) calendar days per calendar year for semi-private or private accommodation;
- b) Charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;
- c) Charges for private-duty nursing in the employee's home, by a registered nurse or a registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or his/her dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care;
- d) Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, psychologist, acupuncturist, and massage therapist (if

licensed and practicing within the scope of their licence), to a maximum of one thousand two hundred dollars (\$1,200.00) per practitioner per family member per calendar year.

- e) Artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified shoes (factory custom) ready made, off-the-shelf with a limit of three (3) pairs per calendar year, if medically necessary and prescribed by a licensed physician; and seventy-five percent (75%) of the cost of corrective shoe inserts, if medically prescribed, up to a limit of three (3) pairs per calendar year;
- f) Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500);
- g) Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- h) Oxygen and its administration;
- i) Blood transfusions outside hospital;
- j) Dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocation in an accident, excluding any benefits payable under any provincial medicare plan;
- k) Hearing aids and eyeglasses, if required as a result of accidental injury;
- l) Charges for services of physicians, surgeons and specialists legally licensed to practice medicine which, when provided outside the Province of Ontario, exceed the O.H.I.P fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the OMA fee schedule when added to government payments under the O.H.I.P. fee schedule;

- m) Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).
- n) Charges for eye examinations by an optometrist or ophthalmologist for adults, age 20 to 64, once in a 24 month period, and to a maximum charge of sixty dollars (\$60.00).
- o) One hundred percent (100%) cost of insulin and one hundred percent (100%) cost of insulin syringes.
- p) One hundred percent (100%) cost of glucose monitoring machine and blood letting devices to a total of four hundred dollars (\$400.00) over four (4) years.
- q) One hundred percent (100%) cost of medijectors, preci-jets, insulin infusion pumps to a total of two thousand dollars (\$2,000.00) over five (5) years.

21.05.03 The Employer agrees to pay eighty percent (80%) of the monthly premiums for vision care and hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deductions. This coverage provides for vision care and laser eye correction surgery performed by a licensed practitioner providing services within the scope of their license (maximum four hundred dollars [\$400.00] per person in any twenty-four [24] month period) and the purchase of hearing aids (maximum five hundred dollars [\$500.00] per person per ear for every three [3] years).

21.05.04 It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his/her dependent is confined to hospital on the date his/her Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date his/her dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.

21.05.05 Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his/her last pay from the Employer, except as provided in section 21.02.06 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's Human Resources Department. The employee shall pay the full premium.

21.05.06 The Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new Collective Agreement or following major alterations of the Plans.

21.06 **Insured Benefits Plans- General**

21.06.01 **Commencement of Coverage**

Employees will be insured for Basic, and Supplementary and Dependent Life (if elected), effective the first of the month immediately following one (1) month of continuous service. Employees will be insured for Long Term Income Protection, and Supplementary Health and Hospital benefits, effective the first of the month immediately following two (2) months' continuous service.

21.06.02 **Coverage During Leave-of-Absence Without Pay**

During leaves-of-absence without pay, employees may continue participating in Basic Life, Supplementary Life, Dependent Life, Supplementary Health and Hospital, Long Term Income Protection, and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of each month of coverage through Human Resources.

21.06.03 **Days of Grace**

There is a thirty-one (31) calendar day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance.

21.07 **Dental Plan**

21.07.01 **Benefits**

- a) This plan provides for basic dental care and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits such as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).
- b) (i) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.

- (ii) The Employer shall pay the full premiums under this plan on the basis of ninety percent/ten percent (90%/10%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee ninety percent (90%) based on the current Ontario Dental Association Schedule of Fees.
 - c) The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and each eligible dependent.
 - d) Except for benefits described under Section 21.07.02, eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.
- 21.07.02 The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of four thousand five hundred dollars (\$4,500.00) for each such dependent unmarried child.
- 21.07.03 The Employer agrees to pay one hundred percent (100%) of the monthly premium for services related to major restorative, with benefits equivalent to Rider 4 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee fifty percent (50%) based on the current Ontario Dental Association Schedules of Fees, up to a maximum benefit of three thousand dollars (\$3,000.00) per year for the insured employee and each eligible dependent.

21.07.04 Eligibility

Employees are eligible for coverage on the first day of the month following the month in which the employee has completed two (2) months of continuous service.

21.07.05 Cancellation

All coverage under this plan will cease on the date of termination of employment.

21.08 Pension

The employer and all employees shall make contributions to the OPSEU Pension Plan in accordance with the membership requirements and other terms of the Ontario Public Service Employees Union Pension Plan document, as amended from time to time.

21.09 Pension Bridging

21.09.01 Subject to the provisions of the OPSEU Pension Plan, bargaining unit employees of the OPSEU Pension Trust who have been declared surplus may choose either:

- a) to continue to accrue pension credits for the period represented by their Article 11.04 Separation Allowance payments, subject to the appropriate contributions by the Employer and the Employee, if, and only if, the employee has not transferred to a new employer or has not declined a transfer to a new employer; or
- b) to take a leave of absence, without pay, but with the continued accrual of pension credits, if, and only if, the sum of:
 - i) the notice period under Article 11.01;
 - ii) the number of weeks of paid leave of absence that the employee's separation allowance payments can be converted into under the current provisions of Article 11.04; plus
 - iii) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits, would bring the employee to the next earliest date on which he or she could exercise an actuarially unreduced pension option under the OPSEU Pension Plan.

21.09.02 For the purposes of Article 21.09.01 b) the maximum amount of leave of absence without pay that can be taken shall be calculated as follows:

- a) determine the total amount of time, from the date on which the employee receives the surplus notice that is needed for the individual to reach the next earliest of his or her actuarially unreduced pension options and, from that amount, subtract:
 - i) the employee's notice period under Article 11.01;
 - ii) the number of weeks of paid leave of absence that the employee's separation allowance payments can be converted into under the existing provisions of Article 11.02; and
- b) the remainder, to the extent that it is no more than two (2), years, shall be available as a leave of absence without pay, but with continued accrual of pension credits.

21.09.03 During a leave without pay, pursuant to Section 21.09.01b) employees may choose to purchase all benefits coverage, with the exception of the Short Term Sickness Plan and the Long Term Income Protection Plan.

21.09.04 For the purposes of Article 21.09.01b), the leaves of absence shall commence before the conclusion of the employee's notice period under Article 11.01 and shall be taken in the following order:

- a) the unpaid leave of absence, determined in accordance with 21.09.02(b) above, shall be taken first and, during this leave of absence, in lieu of the employee's pension contributions being made directly from the employee, Article 11.04 separation allowance shall be reduced by an equivalent amount, which the Employer shall pay into the pension plan and the Employer contributions shall also be paid into the pension plan;
- b) the leave of absence with pay equal to the employee's remaining number of weeks of Article 11.04 separation allowance payments shall be taken second, after the leave of absence without pay determined in accordance with Article 21.09.02(b) above, and during this leave of absence, the employee's pension contributions shall be deducted from the employee's bi-weekly payments; and
- c) at the conclusion of the leave of absence with pay, the employee shall return to complete whatever portion of the notice period remains, but, for greater certainty, the

requirement to return may be satisfied by the use of vacation credits.

- 21.09.05 At the end of the periods described in Article 21.09.04, the employee:
- i) shall retire; and
 - ii) shall be entitled to exercise his or her right to an actuarially unreduced pension.
- 21.09.06 Surplus employees who choose any of these pension bridging options in 21.09.01 shall waive all rights to displacement, redeployment, pay in lieu, and recall.
- 21.09.07 An employee who has reached Factor 80 and did not retire within his or her Factor 80 window, shall, if declared surplus, be eligible to re-qualify under the Factor 80 extension (provided it is available under the OPSEU Pension Plan), provided he or she so elects in writing within thirty (30) calendar days (or such other period of time as required under the OPSEU Pension Plan) of receipt of notice of lay-off, and, where he or she so elects, the employee shall retire within that same period and forfeits all other rights under this agreement, save and except Article 11.04 Separation Allowance.
- 21.09.08 This arrangement as described in Articles 21.09.01 through to 21.09.07 inclusive is contingent on compliance with Canada Revenue Agency legislation and regulations.

ARTICLE 22 – HEALTH & SAFETY

- 22.01 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the promotion of safety and health of all employees.
- 22.02 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 22.03 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes.
- 22.04 At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day may undergo an eye examination by an optometrist or ophthalmologist who is qualified to conduct the following tests:

- a) unaided visual acuity (letter chart test)
- b) refractive findings
- c) corrected visual acuity
- d) amplitude accommodation
- e) suppression
- f) muscle balance (near, one metre, distant)
- g) slit lamp biomicroscopy

The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

22.05 A pregnant VDT operator may request a leave of absence without pay for the remainder of the period preceding her pregnancy leave by forwarding a written request to the Employer together with a certificate from a legally qualified practitioner certifying that she is pregnant. An employee who elects such leave shall commence her pregnancy leave on the first date that she is entitled to such leave, as established by the Employment Standards Act.

22.06 Video display terminal work stations shall be equipped with tables to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is adjustable in height and a back rest which is adjustable in height. A foot rest and/or adjustable keyboard tray will be provided where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.

ARTICLE 23 - GENERAL

23.01 The Employer and the Union desire each employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the parties shall share the cost of printing the Collective Agreement, and distribute sufficient copies to the employees.

23.02 The Employer shall provide a bulletin board on each floor or separate Division in the workplace for the posting of Union notices. All materials placed on the bulletin boards are the responsibility of the Union.

23.03 There shall be no duplication or pyramiding of any premium payments or benefits under this collective agreement.

23.04 **Information on Hiring**

New employees shall be provided with a list of current Union stewards and a copy of this agreement upon hiring.

23.05 **Letters of Discipline**

A letter of reprimand will be removed from an employee's Human Resources file after one (1) year, provided that there has been no further misconduct within the one (1) year period. A letter of discipline concerning suspensions of less than five (5) working days will be removed from an employee's Human Resources file after a two (2) year period provided that there has been no further misconduct within the two (2) year period. A letter of discipline concerning suspensions of five (5) working days or more will be removed from an employee's Human Resources file after three (3) years provided there has been no further misconduct within the three (3) year period.

ARTICLE 24 - CONTRACT EMPLOYEES

24.01 **Definition**

A "contract employee" is a person employed by OPTrust for a fixed period of employment or for a definite task, regardless of the number of hours per week that the employee works.

24.02 **Termination of Contract Employment**

A Contract employee's employment shall be terminated upon:

- a) the expiry of his/her fixed term of contract (if applicable), or
- b) the completion of the task for which he/she was hired (if applicable), or
- c) upon provision by the employer of two weeks written notice of termination, or pay in lieu of notice.

24.03 **Reporting Pay**

Where a contract employee reports for work at his/her scheduled starting time and work is not available, he/she shall receive two (2) hours' pay at his/her basic hourly rate.

Notwithstanding the above, where an employee has been scheduled to work for less than two (2) hours, he/she shall receive payment for the hours scheduled.

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

24.04 **Holidays**

Four percent (4%) of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for holidays as defined in Article 18. When the employee is required to work on any of New Year's Day, Family Day, Easter Monday, Canada Day, Labour Day, Boxing Day, Good Friday, Victoria Day, Civic Holiday, Thanksgiving Day, or Christmas Day, he/she shall be paid two (2) times his/her basic hourly rate for all hours worked in addition to the 4% payment in lieu of holiday pay.

24.05 **Vacation Pay**

Four percent (4%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

24.06 **Short Term Sickness Credits**

Contract employees who work thirty-six and one-quarter (36 1/4) hours per week shall earn short term sickness credits of one and one quarter (1 1/4) days for each calendar month of full attendance. Short term sickness credits may be used for protection purposes only in the event that an employee is unable to attend to his/her official duties by reason of illness or injury.

After five (5) working days absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager certifying that the employee is unable to attend his duties.

Notwithstanding the above, where it is suspected that there may an abuse of sick leave, the employer may require an employee to submit a medical certificate for a period of absence of less than five (5) working days.

24.07 **Pregnancy/Parental Leave**

Pregnancy and parental leave will be granted to employees under the terms of the Employment Standards Act. Pregnancy leave shall

be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.

Parental leaves shall be granted for up to thirty-five (35) weeks.

24.08 **Compensation Where Equivalent Work**

Where a contract employee performs the same or equivalent work as the work of a position in the bargaining unit, the rate of pay for such contract work shall not be less than the starting rate for the classification applicable to the equivalent bargaining unit position.

24.09 **Posting Where Extended Contract Work**

Where the same work has been performed by a contract employee for a period of at least two (2) consecutive years, and where the employer has determined that there is a continuing need for that work to be performed on a permanent basis, the employer shall establish a permanent position within the bargaining unit, and shall post a vacancy in accordance with Article 10.01. A contract employee who is performing work in such a position at the time of its posting shall be entitled to submit an application for employment in the posted position.

24.10 **Application of the Collective Agreement**

The collective agreement shall not apply to the employment of contract employees, with the exception of the following articles:

Article 2 - Recognition

Article 4 - No Strikes or Lockouts

Article 5 - Union Security and Representation

Article 6 - No Discrimination or Harassment

Article 7 - Labour/Management Committee

Article 8 - Grievance and Arbitration Procedures

Article 9.01 – Seniority

Article 10.01 - Job Posting

Articles 12.04, 12.05, 12.07, 12.08 Hours of Work (Rest Periods and Overtime)

Article 13 - Time Credits While Travelling

Article 14 - Meal Allowance

Article 15 - Kilometric Rates

Article 16.01 - On Call

Articles 19.01, 19.02, 19.03 - Leaves of Absence

Articles 22.01, 22.02, 22.03, 22.06 - Health and Safety

Articles 23.01, 23.02, 23.03, 23.04 - General

Article 24 - Contract Employees

Articles 25.01, 25.02 - Term of Agreement

ARTICLE 25 - TERM OF AGREEMENT

25.01 This Agreement shall continue in full force and effect until December 31, 2012, and shall continue automatically thereafter for the annual periods of one (1) year each unless either party notifies the other in writing of its desire to amend or modify the Agreement. Notice to bargain shall be in accordance with the Ontario Labour Relations Act.

DATED at Toronto, this _____ day of _____, 2009.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

FOR OPSEU PENSION TRUST

APPENDIX A – COMPENSATION GRID

APPENDIX A - COMPENSATION GRID

<u>Pay Grade</u>	<u>Position</u>	<u>Year</u>	<u>Range</u>				<u>Range Maximum</u>	<u>Step 6*</u>
			<u>Minimum</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>		
2	<i>Mail Clerk; Receptionist/Office Assistant</i>	Jan. 1 /09	41,808	42,707	43,627	44,568	45,526	45,868
		Jan. 1 /10	42,644	43,561	44,500	45,459	46,437	46,785
		Jan. 1 /11	43,710	44,650	45,613	46,595	47,598	47,955
		Jan. 1 /12	45,021	45,990	46,981	47,993	49,026	49,394
3	<i>Information & Communications Assistant; Administrative Assistant; Assistant Accountant</i>	Jan. 1 /09	45,046	46,105	47,189	48,298	49,434	49,805
		Jan. 1 /10	45,947	47,027	48,133	49,264	50,423	50,801
		Jan. 1 /11	47,096	48,203	49,336	50,496	51,684	52,072
		Jan. 1 /12	48,509	49,649	50,816	52,011	53,235	53,634
4		Jan. 1 /09	48,798	50,069	51,374	52,713	54,087	54,493
		Jan. 1 /10	49,774	51,070	52,401	53,767	55,169	55,583
		Jan. 1 /11	51,018	52,347	53,711	55,111	56,548	56,972
		Jan. 1 /12	52,549	53,917	55,322	56,764	58,244	58,681
5	<i>Intermediate Accountant; Sr. Benefits Analyst; Pension Payments Clerk; Data Analyst; Investment Data Technician</i>	Jan. 1 /09	50,075	51,893	53,776	55,729	57,751	58,185
		Jan. 1 /10	51,077	52,931	54,852	56,844	58,906	59,348
		Jan. 1 /11	52,354	54,254	56,223	58,265	60,379	60,832
		Jan. 1/12	53,925	55,882	57,910	60,013	62,190	62,656
6	<i>Co-ordinator, Liaison & Trustee Support; Investment Reporting Co-ordinator; Investment Accountant; Finance Co-ordinator; Financial Accountant, Alternative Investments</i>	Jan. 1 /09	56,797	58,851	60,981	63,187	65,472	65,963
		Jan. 1 /10	57,933	60,028	62,201	64,451	66,781	67,282
		Jan. 1 /11	59,381	61,529	63,756	66,062	68,451	68,964
		Jan. 1 /12	61,162	63,375	65,668	68,044	70,505	71,033
7	<i>Sr. Computer & Network Support Officer; Sr. Investment Reporting Co-ordinator; Sr. Application Developer; Portfolio Analytics Analyst; Pension Services Coordinator; Data Management Coordinator</i>	Jan. 1 /09	59,053	61,650	64,361	67,190	70,144	70,670
		Jan. 1 /10	60,234	62,883	65,648	68,534	71,547	72,084
		Jan. 1 /11	61,740	64,455	67,289	70,247	73,336	73,886
		Jan. 1 /12	63,592	66,389	69,308	72,354	75,536	76,103

APPENDIX A, continued - COMPENSATION GRID

Pay Grade	Position	Year	Range				Range	
			Minimum	Step 2	Step 3	Step 4	Maximum	Step 6*
8	<i>Sr. Systems Analyst; CAST Analyst; Jr. Policy Advisor; Benefits Specialist; Investment Applications Analyst; Real Estate Investment Analyst; Public Markets Analyst; Investment Operations Analyst; Applications Specialist; Financial Analyst, Investments; Financial Analyst, Management Accounting; System Administrator; Regression Analyst; Analyst, Proxy Voting & ESG; Webmaster; Financial Analyst, Risk Management & Projects</i>	Jan. 1 /09	66,782	70,175	73,740	77,486	81,423	82,034
		Jan. 1 /10	68,118	71,579	75,215	79,036	83,051	83,674
		Jan. 1 /11	69,821	73,368	77,095	81,012	85,127	85,765
		Jan. 1 /12	71,916	75,569	79,408	83,442	87,681	88,339
9	<i>Sr. Policy Advisor; Sr. Accountant; Database Administrator; Systems Architect; Investment Research Analyst; Sr. Data Analyst; Sr. Actuarial Advisor; Sr. Investment Applications Analyst; Financial Analyst, Real Estate Investments; Treasury Analyst; Investment Risk Analyst; Portfolio & Systems Analyst, PMG; Portfolio Performance & Compliance Analyst; Sr. Analyst Real Estate Investments; I.T. Security & Network Specialist; Web Specialist; Communications Advisor</i>	Jan. 1 /09	70,951	74,608	78,452	82,496	86,748	87,399
		Jan. 1 /10	72,370	76,100	80,021	84,146	88,483	89,147
		Jan. 1 /11	74,179	78,003	82,022	86,250	90,695	91,375
		Jan. 1 /12	76,404	80,343	84,483	88,838	93,416	94,117
10	<i>Sr. Financial Analyst, Alternative Investments; Sr. Portfolio Analyst; Sr. Tax Analyst; Sr. Investment Research Analyst</i>	Jan. 1 /09	85,141	89,529	94,143	98,995	104,097	104,878
		Jan. 1 /10	86,844	91,320	96,026	100,975	106,179	106,975
		Jan. 1 /11	89,015	93,603	98,427	103,499	108,833	109,649
		Jan. 1 /12	91,685	96,411	101,380	106,604	112,098	112,939

Students (undergrad)

Less than 4 months relevant experience	\$650 per wk.
4 to 8 months relevant experience	\$700 per wk.
8 to 12 months relevant experience	\$750 per wk.
Greater than 12 months relevant experience	\$800 per wk.

Students (graduate)

\$950 - \$1,250 per week

* Step 6 is applicable only if and when the individual employee has reached ten (10) years of service in the same position. (Continuous Service does not include unpaid leaves of absence.)

APPENDIX C – MEDICAL CERTIFICATE**MEDICAL CERTIFICATE**

**HUMAN RESOURCES
FAX (416) 681-6215**

EMPLOYEE NAME: _____

DATE SEEN BY PHYSICIAN: _____

PROGNOSIS:

MEDICAL RESTRICTIONS, IF ANY:

ACCOMMODATION REQUIRED, IF ANY:

DATE OF EXPECTED RETURN TO FULL DUTIES:

DATE: _____

Physician's Name: (Please Print)

Address

Telephone Number

Physician's Signature

Date

LETTER OF UNDERSTANDING #1 – PAY GRADE 11

Between

**The Ontario Public Service Employees Union
(hereinafter called "the Union")**

and

**The OPSEU Pension Trust
(hereinafter called "the Employer")**

The creation of "Pay Grade 11" (in the previous Collective Agreement expiring December 31, 1998) shall be without prejudice to either party's position as to what constitutes the "creation of a new classification" and shall not be relied upon by either party in support of its position on this or any other similar issue.

DATED at Toronto, this _____ day of _____, 2009.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

FOR OPSEU PENSION TRUST

LETTER OF UNDERSTANDING #2 – HOURS OF WORK

Between

**The Ontario Public Service Employees Union
(hereinafter called "the Union")**

and

**The OPSEU Pension Trust
(hereinafter called "the Employer")**

Re: **Hours of work – Computer Services Employees**

This letter confirms the agreement of the parties reached in the process of negotiations and settlement of the 1999 - 2001 Collective Agreement regarding the application of Article 12.02 of the Collective Agreement.

In this regard, the parties agree that persons employed in Computer Services on or prior to December 23, 1999 shall not be required to work regularly scheduled hours beyond those established for other employee groups, unless such employees consent to such hours of work.

DATED at Toronto, this _____ day of _____, 2009.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

FOR OPSEU PENSION TRUST

LETTER OF UNDERSTANDING #3 - TECHNOLOGICAL/ORGANIZATIONAL CHANGE

Between

**The Ontario Public Service Employees Union
(hereinafter called "the Union")**

and

**The OPSEU Pension Trust
(hereinafter called "the Employer")**

The parties to this Collective Agreement agree that they will continue to discuss the issues of technological and organizational change at the Labour-Management Committee meetings as the need arises, including ways that such changes can be introduced to minimize any negative impact on affected employees. The Employer shall discuss any major technological/organizational changes and the impact on employees no less than thirty (30) calendar days prior to the implementation.

DATED at Toronto, this _____ day of _____, 2009.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

FOR OPSEU PENSION TRUST

LETTER OF UNDERSTANDING #4 – PERFORMANCE REVIEW AND CAREER COACHING PROGRAM

Between
The Ontario Public Service Employees Union
(hereinafter called “the Union”)
and
OPSEU Pension Trust
(hereinafter called “the Employer”)

The parties to this Collective Agreement agree that the Employer’s Performance Review and Career Coaching Program is reasonable based on the following assurances:

- The Performance Review/Career Coaching Program shall have no negative consequences for any bargaining unit employee.
- For the purpose of this Letter of Understanding, “no negative consequences” means the following:
 - Neither the Employer, Union nor any bargaining unit employee shall rely upon a performance review / career coaching document in support of their position in progressive discipline proceedings, which includes any grievance and/or arbitration process arising from the discipline.

DATED at Toronto, this _____ day of _____, 2009.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

FOR OPSEU PENSION TRUST
