

COLLECTIVE AGREEMENT

BETWEEN

ADMINISTRATIVE STAFF UNION

AND

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

EFFECTIVE JULY 1, 2017 TO JUNE 30, 2021

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE	3
ARTICLE 2 - RECOGNITION	3
ARTICLE 3 - MANAGEMENT RIGHTS	4
ARTICLE 4 - UNION SECURITY	5
ARTICLE 5 - CORRESPONDENCE	6
ARTICLE 6 - BARGAINING COMMITTEE	6
ARTICLE 7 - RESOLUTIONS AND REPORTS	8
ARTICLE 8 - GRIEVANCE PROCEDURE	8
ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE	11
ARTICLE 10 – SENIORITY AND SERVICE	12
ARTICLE 11 - PROMOTIONS AND STAFF CHANGES	14
ARTICLE 12 - LAY-OFF AND RECALL PROCEDURE	15
ARTICLE 13 - LEAVES OF ABSENCE	18
ARTICLE 14 - PAYMENT OF WAGES AND ALLOWANCES	32
ARTICLE 15 - JOB CLASSIFICATION AND RECLASSIFICATION	33
ARTICLE 16 - HOLIDAYS	34
ARTICLE 17 - VACATIONS WITH PAY	35
ARTICLE 18 - PENSION PLAN	36
ARTICLE 19 - INSURANCE, HEALTH, MEDICAL AND DENTAL PLANS	40
ARTICLE 20 - SHORT TERM INCOME PROTECTION PLAN	44
ARTICLE 21 - LONG-TERM DISABILITY PLAN	46
ARTICLE 22 - PRESENT CONDITIONS AND BENEFITS	47
ARTICLE 23 - HEALTH AND SAFETY	47
ARTICLE 24 - MOVING EXPENSES ON TRANSFER	48
ARTICLE 25 - PARKING	50
ARTICLE 26 - PLURAL MAY APPLY	50
ARTICLE 27 - CONTRACTS	50
ARTICLE 28 - CONTRACTING OUT	50
ARTICLE 29 - POLITICAL CONTRIBUTIONS	51
ARTICLE 30 - DISCRIMINATION	51

ARTICLE 31 - HARASSMENT.....	51
ARTICLE 32 – STAFF DEVELOPMENT	53
ARTICLE 33 - PERSONAL TASKS.....	55
ARTICLE 34 - SEVERANCE PAY	56
ARTICLE 35 - INDEMNIFICATION.....	56
ARTICLE 36 - DURATION OF THE AGREEMENT	56
APPENDIX “A”	58
PROVISIONS APPLICABLE TO SUPERVISORS AND ACCOUNTANT.....	58
SALARY SCHEDULE	61
APPENDIX “B”	62
PROVISIONS APPLICABLE TO ASSISTANTS, CORPORATE SECRETARY, AND ADMINISTRATIVE ASSISTANT EMPLOYEE RELATIONS	62
SALARY SCHEDULE	64
LETTER OF UNDERSTANDING # 1	66
GUARANTEE OF COVERAGE UNDER LONG-TERM DISABILITY PLAN.....	66
LETTER OF UNDERSTANDING # 2	66
PENSION PLAN ACTUARIAL SURPLUS AND PLAN ENHANCEMENT	66
LETTER OF UNDERSTANDING # 3	67
RE: SUPPORT STAFF FOR SUPERVISORS.....	67
LETTER OF UNDERSTANDING # 4	67
RE: EMPLOYMENT EQUITY	67
LETTER OF UNDERSTANDING # 5	68
RE: STAFF PENSION PLAN	68

COLLECTIVE AGREEMENT

THIS AGREEMENT made and entered into this 1st day of July, 2017.

BETWEEN

ADMINISTRATIVE STAFF UNION
(hereinafter referred to as the "Union")

AND

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

NOW THIS AGREEMENT WITNESSES that the Employer and the Union agree with each other as follows:

ARTICLE 1 - PURPOSE

1.01 It is the desire of both parties to this Agreement:

- (a) To maintain and improve the harmonious relations and settled conditions of employment between the Employer and the Union.
- (b) To recognize the mutual value of joint discussions and negotiations in matters pertaining to working conditions, employment, services, etc.
- (c) To encourage efficiency in the operation of the Ontario Public Service Employees Union and to provide the best service to its members.
- (d) To promote the morale, well-being and security of all the employees in the bargaining unit of the Union.

ARTICLE 2 - RECOGNITION

2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent for all employees of the Employer, save and except the President and First Vice-President/Treasurer, the Executive Assistants, General Counsel, Legal Counsel, Administrators, the Supervisor of Employee Relations, other persons as determined by the Ontario Labour Relations Board to be excluded, and those employees who are covered by a subsisting collective agreement with the Ontario Public Service Staff Union.

2.02 The Employer hereby consents and agrees to negotiate with the Administrative Staff Union, or any of its authorized committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any differences that may arise between them.

2.03 **Definitions**

Permanent Employee: A permanent employee is an employee who is hired on a permanent basis, either full-time or part-time.

Temporary Employee: A temporary employee is one who is hired on a full-time or a part-time basis for a specific period not to exceed six (6) months duration or for work of a non-recurring nature, and an employee who is replacing or partially replacing a full-time employee absent from his/her home position.

- a) Temporary Employees, as referred to above, will cover only those classifications within the bargaining unit.
- b) It is understood that temporary employees will be paid at minimum union rates as per the attached wage schedules for the classification hired. Expenses paid to a temporary employee shall be the same as those identified in A4 or B1 and B2, as appropriate.
- c) Articles 2, 4, 14.01, 16 and 34.01 and the attached salary schedules are the only terms of this Agreement to apply to temporary employees from outside OPSSU. Such employees will receive 10% of salary in lieu of benefits. They will also accrue vacation pay at the rate of 4% of salary earned which will be paid once annually (June 30th or December 15th), at the employee's request or upon termination.
- d) Temporary employees who come from the OPSSU Bargaining Unit will be covered by the terms of the OPSSU Agreement.
- e) All temporary vacancies which are expected to exceed six (6) months will be posted first to the ASU bargaining Unit.

2.04 Should the Union change its name, affiliate or merge with any other union, or group of unions, preferably within the CLC, the resulting entity shall retain all privileges and rights of the former union, and the existing Collective Agreement shall remain in force.

ARTICLE 3 - MANAGEMENT RIGHTS

3.01 It is recognized that the management of OPSEU, control of its properties and the maintenance of order of its premises, are solely the responsibility of management.

- 3.02 Other rights retained by the management of OPSEU and hereby recognized, prominent among which but by no means wholly inclusive are:
- (a) The right to determine and effect its own methods and scope of operations; to determine the number of staff required to carry out its operations; to select, hire and direct them; the right to decide the number and location of offices; to establish policies and standards governing its operations; to discipline or to dismiss employees for just cause;
 - (b) To make and enforce reasonable rules of procedure and conduct during working hours or on union assignment for its employees.
- 3.03 In making changes due to transfers or re-allocating servicing districts or assignments, seniority will be the governing factor providing qualifications and ability are equal. Employees will be notified at least two (2) months in advance if the transfer is intended to be of a duration exceeding six (6) months. Notwithstanding the foregoing, the parties agree that a change in a reporting relationship for Supervisors does not constitute a change in assignment.
- 3.04 The rights referred to in Article 3 above shall be exercised subject to the provisions of this Agreement.

ARTICLE 4 - UNION SECURITY

4.01 All Employees To Be Members

All employees of the Employer as defined in Article 2.01 of this Agreement, shall become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union. All future employees of the Employer shall become and remain members in good standing of the Union within thirty (30) days of employment with the Employer.

- 4.02 The Employer shall deduct from every employee, as defined in Article 2.01 of this Agreement, any monthly dues, assessments and initiations in accordance with the Constitution and By-Laws of the Union, and owing by her/him to the Union.

- 4.03 Deductions shall be made each pay period and shall be forwarded to the Treasurer of the Union not later than the 15th day of the month following, accompanied by a list of the names of all employees from whose wages the deductions have been made, and the amount of money deducted per each employee.

ARTICLE 5 - CORRESPONDENCE

- 5.01 All correspondence between the Parties arising out of this Agreement or incidental thereto, and including letters of reprimand, when the individual employee so agrees in writing, shall be forwarded to the President of OPSEU and the President and Secretary of the Union.
- 5.02 The Employer agrees to furnish the Union by no later than the fifteenth (15th) of each month, with the names and status under Article 2.02 of all employees who were either engaged or terminated, during the previous month.
- 5.03 In addition to other requirements identified elsewhere in the collective agreement, the Employer agrees to provide the Union, with the following information: pension and welfare plans, job descriptions, new hires, policies and rules, supplementary agreements, results of job postings and new positions. The Employer shall designate to the Union at the time of hiring whether a prospective employee is a permanent or temporary employee.
- 5.04 The Union agrees to provide the Employer, on a quarterly basis, with a list of the names of the stewards and Union committee members together with the areas that they are authorized to represent.

ARTICLE 6 - BARGAINING COMMITTEE

- 6.01 The Employer agrees to recognize the following committees selected by the Union: a Negotiating Committee of up to five (5) members for collective bargaining, and a Grievance Committee of up to three (3) members for the processing of grievances. Alternates may replace members who are not available to attend meetings.

Such members shall suffer no loss of salary or benefits carrying out these functions while meeting with management. Benefits shall mean Group Insurance, OHIP, Pension, Vacation, Holidays and Sick Leave.

In the event either party wishes to call a meeting of either committee, the meeting shall be held at a time and place determined by mutual agreement. The Union's Negotiating Committee shall be given one (1) day off work, on the Employer's time, to set demands for bargaining.

6.02 Labour Management Committee

- 6.02.01 The parties shall establish a Labour/Management Committee (LMC) which shall consist of three (3) members representing each party. The LMC shall establish Terms of Reference which govern its operation.
- 6.02.02 The function of the LMC shall be to establish a forum for consultation on matters of mutual interest and any issues or changes that may affect members of this bargaining unit. Such matters shall not be subject to the mediation and arbitration procedures under this Agreement, provided that nothing shall preclude a grievance alleging a violation of the Collective Agreement. The Committee shall be consulted on, and be provided with full details for, any proposed restructuring that affects either ASU or OPSSU staff complement. Such consultation will begin in the initial stages and continue through to the final phases of the process.
- 6.02.03 It is agreed that the following issues are appropriate for discussion at the LMC:
- (a) Backfilling issues that are unresolved through discussions with individual Administrators;
 - (b) Review of position descriptions to address concerns related to excessive workload;
 - (c) Inequitable distribution of workload within classifications;
 - (d) Availability of training opportunities for staff development.
- 6.02.04 While the LMC shall consider and attempt to resolve all problems of mutual concern it is understood that the committee shall function in an advisory capacity and shall have no power to amend, or add to, or modify the terms of the Collective Agreement.

6.03 Joint Benefits Administration Committee

A joint employee/employer committee shall be established in order to advise the Employer on the effective administration of all benefits plans. The Terms of Reference for the joint committee shall be as agreed between the parties on the committee.

6.04 Joint Wellness Committee

ASU shall be entitled to have up to two (2) members on the Joint Wellness Committee that has been established by the parties and OPSSU to identify and implement initiatives to improve the wellness of OPSEU staff. Alternates may replace team members who are not available to attend meetings. The work of the Committee shall be guided by recommendations from the Joint Welfare Benefits Administration Committee with respect to claims experience trends and underlying disease and absenteeism patterns. The Employer agrees to provide the necessary resources to support the work of the Committee and to build a wellness component into all staff training.

ARTICLE 7 - RESOLUTIONS AND REPORTS

- 7.01 Copies of all changes in policies or rules and regulations adopted by Management which affect the members of the Union shall be forwarded to the Union.

ARTICLE 8 - GRIEVANCE PROCEDURE

- 8.01 The parties agree that an employee has the right to union representation at all stages of the grievance procedure.

8.02 Step #1

Within thirty (30) days of the employee becoming aware of the grievance, the employee and/or a steward shall discuss the issue with the employee's Administrator and shall attempt to settle the dispute. Should the discussion be unsuccessful, the Grievance Committee of the Union has the right to file a completed grievance form to the Administrator with a copy to Employee Relations. The Administrator shall render his/her written decision to the employee, with a copy to the Union and Employee Relations, within seven (7) working days after submission of the grievance.

8.03 Step #2

Failing a satisfactory settlement being reached at Step 1, the grievance may be submitted to the President within ten (10) working days from the receipt of the decision at Step 1. The President or his/her designate shall meet with the employee and a steward or representative of the Grievance Committee within ten (10) working days and attempt to settle the dispute. The President or his/her designate shall render a written decision to the employee, with a copy to the Union and Employee Relations, within seven (7) working days of such meeting.

8.04 Step #3

Failing a satisfactory settlement being reached at Step 2, the grievance may be submitted to Arbitration in accordance with the provisions of Section 44 of the Ontario Labour Relations Act by either Party giving notice in writing to the other party of its desire, within twenty (20) working days from the receipt of the decision at Step 2.

The matters in dispute shall be submitted to a sole arbitrator, to be chosen by mutual agreement of the parties. If the parties are unable to agree on an arbitrator within twenty (20) days following notice of intent to submit the dispute to arbitration, the parties shall jointly request the Minister of Labour to appoint the sole arbitrator.

The expenses of the Arbitrator shall be borne equally by the Employer and the Union.

The decision of the Arbitrator shall be final and binding on the parties to this Agreement and shall be considered an order of compliance by the Employer and the Union.

8.05 Definition of Working Days

For the purposes of this Article, working days shall not include Saturday, Sunday, paid holidays as provided in Article 16.01 or the Christmas – New Year's shutdown period as set out in Article 16.03.

8.06 Definition of Grievance

A grievance shall be defined as a difference arising between the Employer and any employee or the Union relating to the interpretation, application or administration of the Agreement, including any question as to whether the Employer has acted unjustly or whether a matter is arbitrable.

8.07 Policy Grievance

Either the Employer or the Union may lodge a policy grievance within thirty (30) working days of the circumstances giving rise to the grievance becoming known. Such grievance shall be processed beginning at Step 2 of the grievance procedure. In the case of a Union grievance, such grievance shall be signed by at least two (2) members of the Grievance Committee. In the case of a grievance against the Union, such grievance shall be signed by the President and at least one other Employer's representative.

8.08 Facilities for Grievance

The Employer shall supply the necessary facilities for the grievance meetings.

8.09 Time Limits

Wherever time limitations are provided in this Article, such limitations may be extended by agreement of the parties or the Arbitrator.

8.10 Supplementary Agreements

Supplementary Agreements, if any, shall form part of this Agreement and are subject to the Grievance and Arbitration Procedures.

8.11 Sexual Harassment

- 8.11.01 All employees covered by this Agreement have a right to freedom from harassment in the workplace because of sex, by his or her 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 reasonably to be known to be unwelcome.
- 8.11.02 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 a 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.
- 8.11.03 The time limits set out in Articles 8.02 to 8.06 do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- 8.11.04 Where, at any time either before the making of a complaint or the filing of a grievance under Article 8, the Employer establishes an investigation of the complaint; or the employee agrees to the establishment of such an investigation, pursuant to any Employee Relations policy or other procedure of the Employer; the time limits for the processing of the complaint or grievance under Article 8 shall be suspended until the employee is given notice in writing of the results of the investigation, which shall be completed within two (2) months of the date of the complaint being filed with the Employer.
- 8.11.05 Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee; any oral complaint or written grievance which is expressed in Article 8 to be presented to the supervisor may be presented directly to the President or First Vice-President/Treasurer. It is agreed that the person assigned will not be a person who is the subject of the complaint giving rise to the grievance.
- 8.11.06 An employee who makes a complaint under this Article may be accompanied and represented by an employee representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation established by the Employer under any Employee Relations policy.

ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE

9.01 Discharge

An employee who has completed her/his probationary period may be dismissed or disciplined but only for just cause and only upon the authority of the President of OPSEU.

Reason for discharge or suspension shall be given in writing to the employee and the Union prior to any action being taken. Where possible, a meeting will be held with the employee and a Union representative to discuss the reason for the action being taken.

An employee considered by the Union to be wrongfully or unjustly discharged, suspended or disciplined shall be entitled to a hearing under Article 8, Grievance Procedure.

In determining any grievance arising out of a claim of discharge or other discipline, the Arbitrator may dispose of the claim by affirming the Employer's actions and dismissing the grievance, by setting aside the disciplinary action involved and restoring the grievor to her/his former position, with or without compensation, by substituting a lesser or different penalty for the discharge or discipline, or in such other manner as may in the opinion of the Arbitrator be justified and equitable.

9.02 Unjust Suspension or Discipline

Should it be found upon investigation that an employee has been unjustly suspended, discharged or disciplined, such employee shall be reinstated in her/his former position, without loss of seniority or service, and shall be compensated for all time lost in an amount equal to her/his normal earnings, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the arbitrator, if the matter is referred to such Arbitrator.

9.03 Any employee appearing before the Employer or Employer representative for disciplinary measures shall be notified in advance and shall have the right to be represented by a steward or a grievance committee member.

9.04 Adverse Reports

The record of an employee shall not be used against her/him at any time after twelve (12) months following suspension or disciplinary action, and any letters of reprimand or adverse reports shall be removed from her/his file at the end of the 12-month period. A copy of such report(s) shall be given to the employee.

9.05 Access to Personnel File

Upon serving reasonable notice to the employer, employees shall have reasonable access to their personnel file.

ARTICLE 10 – SENIORITY AND SERVICE

10.01 Seniority is defined as the length of service with the Employer as a permanent employee in a position in this bargaining unit, except that employees, who are assigned to an acting position outside the bargaining unit, shall continue to accrue seniority for up to twelve (12) months. Seniority shall be recognized and applied on a bargaining unit-wide basis. It is understood that employees who were in the bargaining unit as of May 11, 2006 and are still employed shall retain the seniority that they had earned under previous seniority rules.

Service is defined as the length of service with the Employer since an employee's last date of hire.

Notwithstanding the above, for the purpose of calculating seniority in the bargaining unit, seniority shall include temporary service provided the temporary service was continuous and unbroken prior to the employee becoming a permanent employee.

10.02 The Employer shall maintain a Seniority/Service List showing the amount of seniority accrued in the bargaining unit, the amount of service with the Employer, the date of hire and notes regarding any adjustments to service and seniority (e.g. temporary service, leave of absence, mergers, etc.). An up-to-date Seniority/Service List shall be sent to the Secretary of the Union on June 30th and December 31st of each year.

10.03 Probationary Employees

All employees shall be considered to be on probation for a period of five (5) months from the date of hire as a permanent employee. During the probationary period, employees shall be entitled to all rights and privileges of this Agreement, except with respect to discharge.

The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the date of employment in the bargaining unit and service shall be effective from the last date of hire with the Employer. The five (5) month probationary period may be extended by mutual agreement between the parties.

The extension of the probationary period may not exceed five (5) months for all employees beyond the original probationary period.

10.04

Loss of Seniority and Service

- (a) If an employee is absent from work because of sickness, long-term disability or accident, she/he shall not lose seniority or service rights, and shall continue to accumulate seniority and service.
- (b) If an employee is absent from work because of lay-off or leave-of-absence, she/he shall not lose seniority or service rights, but shall not continue to accumulate seniority and service.
- (c) An employee shall only lose her/his seniority and service in the event:
 - (i) She/he is discharged for just cause and is not reinstated through the grievance procedure;
 - (ii) She/he resigns;
 - (iii) She/he fails to return to work within five (5) working days following lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the Employer informed of her/his current address;
 - (iv) She/he is laid off for a period longer than twenty-four (24) months;
 - (v) She/he is absent from work without leave or authorization for a period of ten (10) working days, except for reasons acceptable to the employer.

10.05

Retention of Rights and Privileges

Should the Employer merge, amalgamate or combine any of its operations or functions with another organization, the Employer, through whatever merger agreement involved, agrees that all benefits and conditions of employment, held by the employees shall be integrated and shall not be adversely affected.

The Employer agrees to disclose to the union its intention to seek a merger with another organization as soon as the OPSEU Executive Board has authorized negotiations for such a merger. The parties will meet through the Labour-Management Committee within ten (10) days following such disclosure to discuss the implications of the merger on this bargaining unit and to make every reasonable effort to conclude a staffing agreement and to resolve resulting workload issues. Any dispute arising with respect to any matter arising from such merger or the staffing agreement shall be subject to an expedited arbitration process commencing at Step 3 of the grievance procedure.

ARTICLE 11 - PROMOTIONS AND STAFF CHANGES

11.01 Job Postings

When a vacancy occurs or a new position is created, the Employer shall post notice of the position for at least ten (10) working days so that all employees will know about the vacancy or new position.

11.01.01 It is understood that during the 10-day posting period in 11.01 above, only permanent members of the ASU may apply and be considered for a vacancy in the bargaining unit. No other applicants will be considered until the Employer advises the ASU applicant(s) of its decision.

11.01.02 Access To Positions In The OPSSU Bargaining Unit

Members of the bargaining unit may apply for positions within the OPSSU Bargaining Unit before such positions are posted to OPSEU members.

The Employer agrees to consider applicants from the ASU Bargaining Unit before it considers applicants from OPSEU's membership.

11.01.03 Except where the Employer has decided to leave a position vacant and has not assigned any person to perform the duties normally associated with that position, and except as provided in Article 11.01.04, all new positions and all permanent vacancies shall be posted within two (2) months of the position becoming vacant or the new position being created.

11.01.04 Excluded Employees' Access to ASU Bargaining Unit

The Employer may place an employee who has been a permanent employee in the ASU Bargaining Unit but who is working for OPSEU in an Excluded Position into a vacancy or new position in the Bargaining Unit without posting the position.

11.02 Information in Posting

Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, wage or salary rate or range; as well as the location and department of the vacancy. The posting shall reflect the job resume.

11.03 In filling a vacancy, the Employer will consider the experience, qualifications, seniority and suitability of applicants from the Bargaining Unit before considering whether to post the position outside the Bargaining Unit.

Where all other factors are relatively equal, appointment shall be made of the applicant with the greatest seniority.

- 11.03.01 All positions are to be filled within four (4) months of the positing except where the Employer has notified the Union that it is considering the elimination of a position, or where no suitable candidate has been found, or where circumstances beyond the Employer's control make it impossible to fill within four (4) months, in which case it shall be filled as soon as reasonably possible. For the purposes of this Article, "Filled" is satisfied by a confirmed offer of acceptance of the position.
- 11.03.02 If in filling a vacancy, a promotion results, an employee shall receive that rate of pay in the salary range of the new classification which is the next higher to his/her present rate of pay, and which provides for at least one full increment.
- 11.04 Trial Period
- (a) The successful applicant shall be placed on trial for a period of three (3) months. If both parties agree, the trial period may be reduced or extended. Conditional on satisfactory service, such trial promotion shall become permanent after the period of three (3) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee finds her/himself unable to perform the duties of the new job classification, she/he shall be returned to her/his former position without loss of seniority or service and her/his salary will be adjusted to the appropriate increment in her/his former position.
 - (b) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to her/his former position without loss of seniority or service and her/his salary will be adjusted to the appropriate increment in her/his former position.
 - (c) On promotion, no employee shall be paid less than her/his rate of pay prior to promotion.

ARTICLE 12 - LAY-OFF AND RECALL PROCEDURE

12.01 (a) Discussion with Union

Both parties recognize that job security should increase in proportion to amount of seniority. If there is to be a reduction in the number of personnel within the bargaining unit, the Employer will give the Union written notice as far in advance as possible but no less than fifteen (15) working days prior to notice being provided to the employee(s) affected.

The parties will meet to discuss the reasons giving rise to a reduction in the workforce and what should be done with those employees whose positions become redundant. This discussion will also include reviewing alternatives to layoff.

The parties will first endeavour to find alternate employment at a comparable level satisfactory to the employee(s) concerned. Before lay-off of an employee shall be considered, the parties shall explore the possibility of employment in available positions outside the bargaining unit.

(b) Lay-Off Procedure

If alternatives to lay-off are not possible, any lay-off shall proceed in reverse order of bargaining unit seniority, and affected employees may displace less senior employees among jobs in the same Appendix i.e. Appendix "A", and Appendix "B", provided they are capable of satisfactorily performing the work of such less senior employees. The Employer must release all temporary employees and staff in acting positions must return to their home positions before any notices of lay-off are issued to employees.

12.02 Notice of Lay-Off

The Employer shall notify permanent employees who are to be laid off six (6) months before the lay-off is to be effective. If the employee laid off has not had the opportunity to work six (6) months after notice of lay-off, she/he shall be paid in lieu of work for that part of six (6) months during which work was not made available.

12.03 No Salary Reduction

No employee's salary shall be reduced as a result of downgrading brought about by lack of work or displacement by a more senior employee, and any employee so downgraded shall be entitled, as a minimum, to have her/his salary red-circled.

12.04 Recall Procedure

Employees shall be recalled in the order of their seniority. No new employees will be hired until those laid off have been given an opportunity of employment.

12.05 Voluntary Exit Option

- (a) As an alternative to layoffs and pursuant to discussions with the Union, the Parties shall activate the Voluntary Exit Option (VEO) as follows:

An employee must apply to the Administrator of Employee Relations in writing by the date established by the Employer.

- (b) An employee deciding to accept the VEO will be deemed to have terminated his/her employment with the Employer effective sixty (60) days from the date established in Item (a). For purposes of eligibility for employment insurance, the Employer will provide a letter confirming the loss of employment is due to workforce reduction.
- (c) The VEO shall provide, in addition to entitlements under Article 34, two (2) weeks of pay per year of service.
- (d) The Employer will cooperate with an employee taking the VEO with respect to timing and direction of payments to maximize the benefit of the VEO to the employee under the current income tax laws and regulations.
- (e) The number of VEO requests that the Employer needs to consider shall be equal to the number of layoff notices that would be issued under Article 12.02.

12.06 Voluntary Layoff

12.06.1 In the event of a layoff, another employee may offer to be laid off provided the displaced employee who received the notice of layoff has the qualifications and ability to perform the work of the position held by the employee who accepts the layoff. All rights and entitlements to severance shall apply and the Employer will provide details of rights and entitlements at least thirty (30) days in advance of the exit date of the laid off employee. The exit date shall be calculated in accordance with the date of the original notice of layoff.

12.06.2 The employee shall advise the Administrator of Employee Relations, in writing, of his/her desire to make an offer of voluntary layoff.

12.07 Termination Pay

An employee who is laid off will receive termination/separation pay at the rate of two (2) weeks' regular salary for each year of service. The employee is also entitled to any severance pay under Article 34.

12.08 An employee who is laid off shall be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000) on the production of receipts for an approved educational course. Such approved educational course(s) shall be completed within twelve (12) months of the date of layoff.

12.09 An employee who is laid off will be provided with transition support which may include skills assessment, counseling, and job search skills to a maximum of one thousand five hundred dollars (\$1,500). Such transition support must be accessed within three (3) months of the date of layoff.

- 12.10 (a) All benefits coverage will cease at the date of layoff, or to the date required by any statutory notice periods, whichever is the later.
- (b) An employee who is laid off may continue to pay the full premium cost of Life, Health and Dental coverage for up to a further six (6) months from the date of lay off.

ARTICLE 13 - LEAVES OF ABSENCE

13.01 Leaves of Absence With Pay

13.01.01 Bereavement Leave

In the event of the death of an immediate family member, an employee shall be granted up to five (5) days leave with pay for the purpose of arranging for and attending the funeral, exclusive of necessary and reasonable travel time. When burial occurs outside the province of Ontario, such leave may include additional travel time. The application of this provision respecting spouse and common-law spouse shall not govern the interpretation of these terms with respect to pension.

Immediate family for purposes of this Article shall mean parents, step-parents, spouse, child, step-child, brother, sister, mother-in-law, father-in-law, grandparents, grandchildren, aunt, uncle, niece, nephew, brother-in-law, sister-in-law, step-brother, step-sister, grandparents-in-law and any person who is living in the employee's household as a part of the family.

At the request of the employee, the employer may grant additional days with pay for bereavement leave.

The employer may grant bereavement leave in the event of the death of a person who is not an immediate family member.

13.01.02 Compassionate Leave

The Employer shall grant leave-of-absence with pay to a maximum of five (5) days per annum to an employee in the event of an illness in the immediate family which necessitates the presence of the employee. "Immediate family" shall mean: parents, spouse, child, brother, sister, mother-in-law, father-in-law, and grandparents and any person who is living in the person's household as part of the family.

The Employer may grant compassionate leave in the event of an emergency in the immediate family as defined above.

Accumulated credits may be used to extend this period for an additional seven (7) days.

13.01.03 Jury or Court Witness Duty

The Employer shall grant leave-of-absence, without loss of seniority or service, to an employee who is called as juror or witness in any court. The employer shall pay such an employee the difference between his or her normal earnings and the payment he or she receives for jury service or court witness, excluding payment for traveling, meals or other expenses. The employee will present proof of service and the amount of pay received.

13.01.04 For Union Business

Reasonable leave-of-absence shall be granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations with the Employer, or with respect to a grievance, and they shall suffer no loss of pay for the time so spent. The employee shall request permission prior to leaving her/his duties and such permission shall not be unduly withheld.

13.01.05 Special Projects

All employees shall be afforded the opportunity of applying for work on a project of a special nature with OPSEU with the right to return to their former position at the completion of the project without any interruption in seniority, service and benefits. The employees so assigned shall be paid the greater of the regular rate of pay or the pay of the Special Project position, and expenses incurred.

13.02 Leaves of Absence Without Pay

13.02.01 Education Leave

- (a) An employee wishing to upgrade his or her education with respect to positions within OPSEU or relating to labour relations, will be granted, upon written request to and approval from the President of OPSEU, time off without pay and without loss of seniority or service for a period up to one (1) year.

At the Employer's sole discretion, the leave may be with pay, in whole or in part.

- (b) When employees attend an approved educational course, it is recognized by the Employer that all appropriate entitlements and meal allowances will be paid.
- (c) An employee having received prior approval of the employer for participation in a part-time or correspondence course shall receive upon successful completion of a job-related course, career-related course, or Union-related course, full reimbursement of tuition fees and payment for textbooks used in such course as substantiated by a receipt, with the day off with pay to write examinations, provided the examination is held on a regular working day. The employee must give the President of OPSEU at least ten (10) working days' notice for the day off to write an examination.

13.02.02 General Leave/Long

The Employer may grant leave-of-absence without pay or without loss of seniority or service to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unreasonably.

General leave without pay - long term is a leave-of-absence, under this Article, which exceeds twenty (20) working days.

13.02.03 General Leave/Short

The Employer may grant leave-of-absence without pay to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Employer. Such approval shall not be withheld unreasonably.

General leave without pay - short term is a leave-of-absence, under this Article, of twenty (20) working days or less.

13.02.04 Participating in Elections (Public Run)

The Employer recognizes the rights of an employee to participate in public affairs. Therefore, upon written request the Employer shall allow leave-of-absence without loss of benefits so that the employee may participate in federal, provincial or municipal elections. An employee who is elected to public office shall be allowed leave of absence without pay or benefits but without loss of seniority or service during her/his term of office.

The leave will commence no earlier than the date the writ is issued and will end no later than one (1) day after the election.

13.02.05 Holding Elected Public Office (Public Service)

An employee who is elected to public office shall be granted leave-of-absence.

13.02.06 Full-Time Position or Work with Union/Affiliate (Union/Affiliate)

- (a) An employee who is appointed or elected to a full-time position with the Union, or is elected to a full-time position with the Canadian Labour Congress, or with one of its affiliated labour organizations, shall be granted leave-of-absence without pay and without loss of seniority or service for a period of two (2) years, subject to renewal on application to the Employer for further successive periods of two (2) years each.

- (b) An employee on a leave-of-absence granted by the Employer pursuant to (a) above, must provide written notice of his/her intention to return to work, sent by registered mail, to the Employer at its head office, two (2) months prior to the conclusion of the period of the leave-of-absence granted by the Employer. Failure to provide notice shall result in the employee having been deemed to have abandoned employment with the Employer at the conclusion of the period of the leave-of-absence.
- (c) The Employer may, upon written request, grant leave-of-absence in writing without pay or loss of seniority or service to employees selected to perform specialized work on behalf of any body affiliated with the Union or the Employer.

13.03 Employee Entitlements During Leaves-of-Absence Under 13.01 and 13.02

13.03.01 Definitions

(a) The Continuation of Pay (PAY)

“With” means pay will be continued.

“No” means pay is discontinued.

(b) Return to Employment (JOB)

“Yes” means a guarantee of a return to employment in a position in the same pay band as the former position. “Same” means upon return the employee will have the same position in the same location that the employee had immediately before the leave started.

(c) Seniority (SEN)

“No” means the employee’s seniority is frozen at the time the leave begins and starts accumulating again upon return from leave.

“Yes” means the employee continues to accumulate seniority during the period of leave.

(d) Vacation Credits (VAC)

“Yes” means vacation credits continue to be earned during the period of the leave.

“No” means vacation credits do not continue to be earned during the period of leave.

(e) Holidays (HOL)

“Yes” means the employee is paid for statutory holidays during the period of the leave.

“No” means the employee is not paid for statutory holidays during the period of the leave.

(f) Sick Leave (SICK)

“Yes” means the employee may claim pay under the short term sickness protection plan or long term disability for days of illness during the leave.

“No” means the employee may not claim pay under the short term sickness protection plan or long term disability for days of illness during the leave.

(g) Benefits (BEN)

“Yes” means the Employer will continue the premium payments for life insurance, (Article 19.01), health and medical coverage (Article 19.02) and dental coverage (Article 19.03) as though the employee were not on leave.

“No” means the Employer will discontinue premium payments for life insurance, health, and medical and dental coverage.

“Pays” means the employee may elect to continue life insurance, health and medical and dental coverage upon the employee’s paying the premiums.

(h) Pension

“Yes” means the Employer and the employee both continue to contribute to the pension plan as though the employee was not on leave.

“No” means neither the employer nor the employee contribute to the pension plan during the period of the leave.

“Pays” means the employee may elect to pay both the employee’s and the Employer’s contribution to the Pension Plan. The employee will be permitted to make such payment for such period of absence only if benefits are not being provided to the employee under another registered pension plan in respect of that period. Further, regulatory constraints with respect to employment prior to the leave (at least 36 months of employment) and maximum periods of leave (total of 5 full-time years plus additional 3 full-time years for parenting leaves) must be respected.

13.03.02 Specific Entitlements

During Leaves-of-Absence described above specific entitlements shall be as per the following chart.

TYPE	PAY	JOB	SEN/ SER	VAC	HOL	SICK	BEN	PEN
BEREAVEMENT 13.01.01 COMPASSIONATE 13.01.02 JURY/COURT 13.01.03 ASU BUSINESS 13.01.04 SPECIAL 13.01.05	WITH	SAME	YES	YES	YES	YES	YES	YES
EDUCATION 13.02.01	NO*	SAME	NO	NO	NO	NO	PAYS	PAYS
GENERAL/LONG 13.02.02	NO	SAME	NO	NO	NO	NO	YES	PAYS
GENERAL/SHORT 13.02.03 PUBLIC UNION 13.02.05	NO	SAME	YES	YES	NO	NO	YES	PAYS
PUBLIC RUN 13.02.04	NO	SAME	YES	YES	NO	NO	YES	YES
PUBLIC SERVE 13.02.06	NO	YES	YES	NO	NO	NO	NO	NO
UNION/AFFIL. 13.02.07	NO	YES	YES	NO	NO	NO	NO	PAYS

* At the Employer's sole discretion, the leave may be with pay in whole or in part.

In the event of a serious injury or illness during which an employee cannot work, an employee on general/short, general/long, public run or public union leave may terminate the leave and be entitled to all rights and benefits under this Agreement.

13.04 Other Leaves

13.04.01 Pregnancy Leave

- (a) A leave-of-absence without pay will be granted to a pregnant employee who has at least thirteen (13) weeks continuous service. An employee requesting such leave must give the employer at least two (2) weeks written notice of the date the leave is to begin and provide a medical certificate which sets out the due date.
- (b) The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act.
- (c) An employee entitled to leave under this Article who provides the Employer with proof that she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act (Canada) shall be paid an allowance in accordance with the rules for Supplements to Employment Insurance maternity, parental and compassionate care benefits (SEIB).
- (d) In respect of the period of pregnancy leave, payments made according to the SEIB will consist of the following:
 - (i) For the first week, payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave; and a second week with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay to be paid at the end of the leave when E.I. benefits have been exhausted; and
 - (ii) Up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of pregnancy leave.
- (e) In addition to the seventeen (17) weeks leave under (d) above, an employee is entitled to parental leave in accordance with Article 13.04.02.
- (f) For an employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums and pension contributions on the same basis as if the employee had been working during the leave. The Employer shall continue to pay Transportation Allowance and provide access to gas cards to eligible employees on Pregnancy or Parental Leave, or a combination of both for a maximum of eighteen (18) weeks following the commencement of the leave.

- (g) An employee granted leave under this Article shall continue to accumulate seniority and service and earn vacation credits for the seventeen (17) week period of pregnancy leave.
- (h) An employee returning from leave granted under this Article shall be assigned to her former position and be paid at the step in the salary range that she would have attained had she worked during the leave. If the former position has been eliminated the employee will be reassigned to a position and rate of pay in the same manner she would have been reassigned if she had been working during the leave.
- (i) An employee may discharge existing credits for lieu time, overtime, and vacation against the unpaid portion of the leave granted under this Article.
- (j) In the event of an increment or general wage increase(s), retroactive or otherwise, falling due during the period of the pregnancy leave, the employee's' rate of pay and the SEIB shall be recalculated and adjusted accordingly effective the date of the increase(s).
- (k) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increase by payments under the plan (57(13)(I) of the EI Regulations, as amended.

13.04.02

Parental Leave

- (a) The Employer shall grant parental leave-of-absence without pay to an employee who has at least thirteen (13) weeks continuous service. An employee requesting such leave must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- (b) The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act.
- (c) An employee is entitled to parental leave of up to fifty-two (52) weeks, the first thirty-five (35) [thirty-seven (37) if the employee did not take Pregnancy Leave] of which will be deemed to be Parental Leave as provided in the Employment Standards Act and the remainder would be without pay. No combination of Pregnancy and Parental leave may exceed fifty-two (52) weeks.
- (d) Parental Leave may begin:
 - (i) No earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and

- (ii) No later than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time;
 - (iii) The parental leave of an employee who takes pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (e) An employee, entitled to leave under this Article, who provides the Employer with proof that he/she has applied for and is eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act, (Canada), shall be paid an allowance in accordance with the rules for Supplements to Employment Insurance maternity, parental and compassionate care benefits (SEIB).
- (f) In respect of the period of parental leave, payments made according to the SEIB will consist of the following:
- (i) For the first week, payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the pregnancy leave; and a second week with payment equivalent to ninety-three percent (93%) of the actual weekly rate of pay to be paid at the end of the leave when E.I. benefits have been exhausted; and
 - (ii) Up to a maximum of thirty-three (33) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three (93%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of parental leave.
 - (iii) The maximum period an employee is entitled to supplementary unemployment benefits plan payments, through any combination of pregnancy and parental leave arising from the birth of a child, is thirty-five (35) weeks.
- (g) For an employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums and pension contributions on the same basis as if the employee had been working during the leave. The Employer shall continue to pay Transportation Allowance and provide access to gas cards to eligible employees on Pregnancy or Parental Leave, or a combination of both for a maximum of eighteen (18) weeks following the commencement of the leave.

- (h) An employee granted leave under this Article shall continue to accumulate seniority and service and earn vacation credits for the first thirty five (35) week period of parental leave [thirty-seven (37) if the employee did not take pregnancy leave].
- (i) An employee returning from leave granted under this Article shall be assigned to his/her former position and be paid at the step in the salary range that he/she would have attained had he/she worked during the leave. If the former position had been eliminated the employee will be reassigned to a position and rate of pay in the same manner he/she would have been reassigned if he/she had been working during the leave.
- (j) An employee may discharge existing credits for lieu time, overtime, and vacation against the unpaid portion of the leave granted under this Article.
- (k) In the event of an increment or general wage increase(s), retroactive or otherwise, falling due during the period of the parental leave, the employee's' rate of pay and the SEIB shall be recalculated and adjusted accordingly effective the date of the increase(s).

13.04.03

Prepaid Leave Plan

(a) Purpose

The Prepaid Leave Plan (PLP) affords all employees the opportunity to take a one (1) year leave-of-absence and to finance the leave through deferral of salary in an appropriate amount from the previous years as outlined in the deferral period chosen. Such deferred salary to be accumulated and together with interest, be paid out at the commencement of the year of leave.

(b) Eligibility

Any employee having three (3) years' service with the Employer is eligible to participate in PLP.

(c) Application

Eligible employees must give six (6) months written notice of their desire to participate in the PLP. Such notice must set out the deferral programme requested and the time frame for the year of leave. When two or more employees from the ASU Bargaining Unit request the same deferral programme and time frame, such conflicts will be resolved by the most senior employee getting first preference.

(d) Deferral Plans

The following shall constitute the PLP's available:

- (i) two (2) years deferral of one-third of annual salary in each year followed by one year of leave;
- (ii) three (3) years deferral of one-quarter of annual salary in each year followed by one year of leave;
- (iii) four (4) years of one-fifth of annual salary in each year followed by one year of leave;
- (iv) five (5) years deferral of one-sixth of annual salary in each year, followed by one year of leave.

(e) Written Agreement

The employee and the Employer shall enter into a written agreement setting out the terms of the PLP agreed to in compliance with the conditions herein.

(f) Terms and Conditions

The payment of salary and benefits during the deferral period and the one year of leave shall be as follows

- (i) In each year of the PLP, proceeding the year of the leave, the employee will be paid a reduced percentage, in accordance with the PLP chosen by the employee from the deferral plans listed above, of the annual salary as set out in Appendices A and B.
The remaining percentage of the annual salary will be deferred and this accumulated amount earned shall be retained for the participant by the Employer to finance the employee's year of leave. Interest earned on the principal retained by the Employer shall be according to the rates set out in (ii) below and shall be paid out annually to the employee in compliance with Federal Income Tax regulations.

- (ii) Interest Rate

The calculation of interest under terms of each PLP shall be monthly (not in advance). The interest paid shall be in the interest rates in effect on the last day of each month for a true savings account. The minimum rates will be those set out in writing by the bank branch with which the Employer deals. Interest, calculated as above, shall be applied on a monthly basis, the first credit to be the month following the initial deposit. At the option of the employee, the money for the PLP may be invested in term deposits.

A yearly statement of the amount standing to the participant's credit will be sent to the participant by the Employer.

(iii) Benefits Structuring

During the years of the PLP prior to the year of the leave, any benefits related to salary level shall be structured according to the salary the participant would have received during the deferral period had the employee not been in the PLP.

(iv) Premium Cost

A participant's coverage for all Health, Medical and LTD Plans, as more specifically set out in Articles 19, 20, and 21 that are in effect immediately prior to the leave, will, if eligibility conditions permit, be maintained during the leave-of-absence at the employee's option. However, all the premium costs of such plans shall be paid by the participant during the leave.

During the year of the programme that the employee is on leave, any benefits related to salary level shall be structured according to the salary the participant would have received immediately prior to the leave had the employee not been in the PLP.

(v) Seniority

During the year of leave, seniority and service shall accumulate for the entire period of the leave.

(vi) Pension Contributions

During the year of leave an employee has two options:

- (a) to make both employer and employee contributions and thereby earn pensionable service during the year of leave, or
- (b) elect to interrupt pension contributions and lose pensionable service for the year on leave.

Should the employee opt to pay both employer and employee contributions, the amount required shall be in accordance with Article 18 of this Agreement.

(vii) Vacation, Holidays and Sick Leave

During the year of leave the employee shall not continue to accumulate paid vacations or holidays, as provided for in this Agreement. However, during the year preceding and the year following the leave, the employee will receive full vacation, holiday and sick leave benefits in accordance with this Agreement as if employment had been continuous and not interrupted by the year of leave.

(viii) Payout

At the commencement of the year of leave, the employer shall pay to the participant the monies standing to the employee's credit less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed, it being understood that interest is not earned in the year of leave.

(ix) During the year of leave, the employee will not be eligible to receive the transportation allowance or the use of gas cards.

(g) Assignment on Return

(i) On return from leave, a participant will be assigned to the same position in the same location, or if layoff, displacement or placement provisions have application, the employee will be governed by the appropriate terms of this Agreement.

(h) Withdrawal Rights

(i) A participant may withdraw from the PLP any time up to six (6) months prior to commencement of the leave. Anyone withdrawing from the PLP shall be paid a lump sum adjustment equal to monies deferred plus interest monies accrued to the date of withdrawal from the PLP. Payment shall be made as soon as possible but must be made within thirty (30) days of withdrawal from the PLP.

(ii) On Leaving Employment

Any participant who resigns or is terminated prior to commencement of the leave, shall cease to be a participant in the PLP, and shall receive payment as in sub-paragraph (i) above.

Compassionate Care Benefits Leave

- (a) A leave-of-absence without pay will be granted to an employee who has at least thirteen (13) weeks continuous service. An employee requesting such leave must give the employer at least two (2) weeks written notice of the date the leave is to begin.
- (b) The leave-of-absence shall be in accordance with the provisions of the Employment Insurance (EI) Compassionate Care Benefits.
- (c) An employee entitled to leave under this Article who provides the Employer with proof that they have applied for and are eligible to receive Employment Insurance Benefits pursuant to the Employment Insurance Act (Canada) shall be paid an allowance in accordance with the rules for Supplements to Employment Insurance maternity, parental and compassionate care benefits (SEIB).
- (d) In respect to the period of leave, payments made according to the SEIB will consist of the following:
 - (i) For the first two (2) weeks, payment equivalent to ninety-seven percent (97%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the compassionate care leave; and
 - (ii) Up to a maximum of four (4) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-seven percent (97%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of compassionate care leave.
- (e) For an employee granted leave under this Article, the Employer agrees to continue to pay all Hospital, Medical, Dental and Insurance premiums and pension contributions on the same basis as if the employee had been working during the leave.
- (f) An employee granted leave under this Article shall continue to accumulate seniority and service and earn vacation credits for the six (6) week period of compassionate care leave.
- (g) An employee returning from leave granted under this Article shall be assigned to their former position and be paid at the step in the salary range that they would have attained had they worked during the leave. If the former position has been eliminated the employee will be reassigned to a position and rate of pay in the same manner they would have been reassigned if they had been working during the leave.

- (h) An employee may discharge existing credits for lieu time, overtime and vacation credits against the unpaid portion of the leave granted under this Article.
- (i) In the event of an increment or general wage increase(s), retroactive or otherwise, falling due during the period of the compassionate care leave, the employees' rate of pay and the SEIB shall be recalculated and adjusted accordingly effective the date of the increase(s).

ARTICLE 14 - PAYMENT OF WAGES AND ALLOWANCES

14.01 Pay Days

The Employer shall pay salaries and wages every other Thursday in accordance with Appendices "A" and "B" attached hereto and forming part of this Agreement. All employees are to be paid by direct deposit.

Where an employee has not submitted timesheets for approval for eight (8) consecutive weeks, the employee may be subject to disciplinary sanctions.

An employee who is going on vacation or on an approved leave of absence shall be paid in advance provided that fifteen (15) days advance notice is given by the employee.

14.02 Temporary Upgrading

- (a) When an employee as directed by the President or designee performs the majority of functions of a higher paying position for a period of three (3) consecutive working days or more, the employee shall receive an increase in pay which will bring the employee's salary to at least the starting rate of the higher position.
- (b) Where placement at the starting rate would not produce an increase of at least one (1) full increment in the higher position, the employee shall have the upgraded rate moved to the step in the salary scale of the higher paying position which does produce one (1) full increment. The employee shall receive the rate of pay above for the full relief period. When a paid holiday, outlined in Article 16.01 falls within the three (3) day period, it shall be deemed to be one of the three (3) days.
- (c) Where the higher paying position is outside of the bargaining unit, the employee shall be deemed to be covered by this Collective Agreement during the period of temporary upgrading, except for premium pay.

14.03 Child/Attendant Care

Employees will be reimbursed for child/attendant care expenses at the same hourly rate as is currently paid to OPSEU members, for all hours absent from home, including travel time, when attending an education seminar as a student, or when attending a convention or conference as an observer where these occur on a non-regular workday in town, or on any day when these events take place out-of-town.

14.04 Bilingual Bonus

The Employer shall designate employees who are required in the course of their work to communicate in a second language. Such employees shall be entitled to receive a bilingual bonus of two thousand dollars (\$2,000) per year, payable in bi-weekly installments over the period during which such designation is in effect.

14.05 A temporary employee or a permanent employee in an acting position who has been working in the same position will move up the grid on the same basis as if they were in the position on a permanent basis.

14.06 Education Allowance

Permanent employees shall be entitled to an annual education allowance, without receipts, in the amount of nine hundred and fifty dollars (\$950) each year. Such allowance shall be paid to employees on the first pay in January of each year.

ARTICLE 15 - JOB CLASSIFICATION AND RECLASSIFICATION

15.01 No Elimination of Present Classification

Existing classifications shall not be eliminated without prior notice to the Union. If any disagreement arises out of the elimination of jobs such disagreement may be taken up through the grievance procedure and arbitration.

15.02 The Employer shall provide job descriptions of existing and new jobs in the bargaining unit to the Union. Every employee shall have the right to obtain a copy of their job description, and for any position in the bargaining unit lacking a job description the Employer shall within the duration of this Agreement establish a job description.

15.03 In the event of proposed technological changes, such as the introduction of data processing equipment, computers or other automated office machines or in the event of changes resulting from work reorganization which affect the employees in the Union's jurisdiction, the Employer agrees to negotiate the effects of such changes with the Union Executive before such changes are made in order to keep to a minimum the ill effects of automation and/or major work reorganization.

- 15.04 Any grievance arising out of Article 15 will be processed in accordance with Article 8, Grievance Procedure.
- 15.05 The employer agrees to review any existing job at the request of the Union when the Union feels that the job content has changed to the degree that an increase in salary is indicated. Individual members desiring a review of their own job must first submit a request through the Union to the President of OPSEU.
- 15.06 Where new positions are created within the bargaining unit, or current positions reclassified, the Employer will advise the Union in advance of the nature of the position and the proposed wage or salary. Should the Union object to any changes and the parties be unable to reach agreement in any dispute that may arise, such dispute shall be resolved in accordance with the grievance procedure. The new rate shall become retroactive to the time the position was first filled by an employee. The Union shall be notified of all appointments, hiring, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.

ARTICLE 16 - HOLIDAYS

- 16.01 Employees shall be paid for the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	½ day Christmas Eve
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	½ New Year's Day

Any other day proclaimed as a holiday by the Federal, Provincial, or the Municipal Government(s).

- 16.02 Holidays Falling on a Weekend

When any of the above-noted holidays in Article 16.01 fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday and/or the preceding Friday shall be deemed to be holidays for the purpose of this Agreement by mutual consent of the parties.

- 16.03 Christmas - New Year Shutdown

- (a) Employees will continue to receive half-a-day paid time-off on the last working day prior to Christmas as per current practice.

- (b) Employees will receive paid time off for all working days falling between Christmas and New Year's Day.
- (c) If Christmas, Boxing Day or New Year's Day fall on a Saturday or Sunday then the benefit provided in point (b) above will fulfill the Employer's obligation under Article 16.01 and no further payment or time-off will be required of the Employer.
- (d) In the event that employees are required to work on such days, "A" Staff shall receive lieu days as per Appendix A, and "B" Staff shall receive time and one-half (1½) for all hours worked, in addition to the day's pay as specified in (b) above.

ARTICLE 17 - VACATIONS WITH PAY

17.01 Length of Vacation

17.01.01 The formula for the accumulation of vacation credits is listed below. Vacation is advanced to permanent employees at the beginning of the calendar year. In the event that a permanent employee uses unearned credits, the Employer shall deduct the equivalent amount of wages from compensation owed to that employee.

0 - 5 years of service inclusive	1-1/3 days/month
Over 5 years of service	1-3/4 days/month
Over 8 years of service	1-5/6 days/month
Over 10 years of service	1-11/12 days/month
Over 11 years of service	2 days/month
Over 12 years of service	2-1/12 days/ month
Over 13 years of service	2-1/6 days/month
Over 16 years of service	2-1/2 days/month
Over 18 years of service	2-3/4 days/month
Over 20 years of service	2-11/12 days/ month
Over 22 years of service	3 days/month

17.01.02 Employees shall be given an opportunity to take their vacations in consecutive weeks if they so desire.

17.01.03 On completion of the probationary period, a new employee will be entitled to the accumulated vacation credits as earned.

17.02 Holidays During Vacation

If a paid holiday falls or is observed during an employee's vacation period, it shall be treated as a paid holiday and not as a vacation day.

17.03 Vacation Carry-Over

At the request of the employee, vacations may be postponed from one year to the next for the purpose of providing an employee with an extended vacation. Employees are entitled to keep a maximum of the current and one (1) additional year of accumulated vacation credits in their bank.

An employee may, at his/her option, carry over a maximum of three (3) years vacation entitlements in the five (5) year period prior to their retirement date provided in writing to Employee Relations.

17.04 Vacation Accumulation

When vacations are interrupted or cancelled by the Employer so that vacations cannot be reasonably used, then the employee shall have the option of payment or an accrual of such credits. The employee will be reimbursed upon justification for any lost monies.

17.05 Vacation Pay on Termination

An employee terminating her/his employment at any time in her/his vacation year before she/he has had her/his vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

17.06 Should an employee become disabled due to illness or accident while on vacation, such period of disability will not be considered vacation but shall be considered sick leave and paid accordingly. Employees must produce a doctor's certificate to establish the period of disability while on vacation.

17.07 Vacation Carry-Over re: Educational Leave

At the request of the employee, vacation credits may be accumulated with no restrictions on their use if that use is related to education and may be postponed from one year to the next for the purpose of providing an employee with an extended vacation up to a maximum of one year accumulated vacation credits.

WELFARE BENEFITS

ARTICLE 18 - PENSION PLAN

18.01 Plan Continued

The Parties agree to continue the Staff Pension Plan for the employees of the Ontario Public Service Employees Union (OPSEU) under joint trusteeship as set out in the Trust Agreement as amended and restated as at January 1, 1997.

The Employer shall make available all information required by the trustees to file such financial and actuarial reports as may be required by the Financial Services Commission of Ontario and Revenue Canada.

18.02 Plan Document

The Parties agree that the plan document setting out the specific terms and conditions of the Pension Plan shall be amended to conform with the revised provisions of this Collective Agreement. The draft plan document shall be approved by the Parties prior to being formally adopted by the trustees.

18.03 Contribution Levels

Contribution levels shall be as follows:

- (a) Employees: Five point three percent (5.3%) up to the YMPE (yearly maximum pensionable earnings under the Canada Pension Plan) and

Eight point two percent (8.2%) of earnings in excess of the YMPE.
- (b) Employer: Eight point seven percent (8.7%) of each member's earnings to the YMPE and eleven point six percent (11.6%) of earnings in excess of the YMPE to the maximum allowable under pension legislation.

It is understood that the actual contribution levels may be higher as a result of special payments required to fund an actuarial deficit.

18.04 Triennial Valuation

The Parties agree that there shall be an actuarial valuation completed at least every three (3) years to determine the financial position of the Plan and to recommend changes in the contribution rates, set out in 18.03 above, to ensure that the Plan is properly funded.

18.05 Actuarial Deficit

In the event of an actuarial deficit, the parties agree that they will share in the funding of that deficit in the following proportions:

- (a) Employer: Fifty percent (50%),
- (b) Employee: Fifty percent (50%).

The contribution levels, set out in 18.03 above, will be adjusted as recommended by the actuary and confirmed by the trustees.

18.06 Enrolment in the Plan

Enrolment in the Plan is compulsory for all permanent employees on the first day of employment. Effective July 1, 2012, plan members shall be vested immediately in the pension plan.

18.07 Pension Buy-Back

Employees may opt to buy-back any pre-enrolment service under the terms and conditions established by the pension trustees and as permitted by applicable legislation.

18.08 Normal Retirement Date

The normal retirement date will be the first day of the month coincident with or next following the attainment of age sixty-five (65).

18.09 Special Early Retirement Date

The Plan shall provide for unreduced special early retirement, between ages of fifty-five (55) and sixty-five (65) with a minimum of ten (10) years of pensionable service, for benefits in respect of service up to January 1, 1992. A reduction of benefits in respect of pensionable service after January 1, 1992 will be required in accordance with Federal Income Tax legislation on special early retirement between the ages of fifty-five (55) and sixty (60) unless the member qualifies under the "rule of 80".

Effective January 1, 1992, the special early retirement provision encompassing the "rule of 80" shall come into effect (i.e., where a member's age and service total 80). The "rule of 80" shall apply in respect of benefits for all pensionable service.

The amount of lifetime pension payable under the "rule of 80" will be the benefit accrued to the member's date of actual retirement without reduction.

18.10 Normal Early Retirement

A member who does not qualify for special early retirement may retire at any time after the attainment of age fifty-five (55) with actuarial reduction.

18.11 Normal Retirement Benefit

Normal annual retirement benefits shall be one point three percent (1.3%) of the annual average of the member's earnings in the thirty-six (36) consecutive months of highest earnings up to the average YMPE, plus two percent (2%) of the annual average of the member's earnings in the thirty-six (36) consecutive months of highest earnings in excess of the average YMPE, multiplied by the years of pensionable service from January 1, 1966 where the average YMPE is defined as the YMPE in the year of termination or retirement and the four (4) previous years.

In addition, a member shall receive an annual benefit of two percent (2%) of the annual average of the member's earnings in the thirty-six (36) consecutive months of highest earnings for each year of pensionable service prior to January 1, 1966.

18.12 Special Early Retirement Bridging Benefits

Members who retire at their special early retirement date will receive an additional pension payable from their special early retirement date to their normal retirement date, equal to the total public pension benefits under OAS and CPP payable to the member if the member were age sixty-five (65), prorated if the member has less than twenty (20) years of pensionable service by multiplying by the number of years of pensionable service divided by twenty (20). Where the member's retirement date precedes age 60, the bridging benefit payable is subject to a maximum of the total public pension benefits under OAS and CPP payable to the member if the member were age 65, reduced by 3% for each year retirement precedes age 60.

18.13 Disability

A disabled member who is eligible for LTD will continue to accrue pension credits until age sixty-five (65), based on the employee's earnings in the year of disability, adjusted to take into account negotiated increases.

18.14 Death Benefit

(a) Pre-Retirement Death

A member's spouse shall receive a lifetime pension equal to sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the member's normal retirement benefit accrued to the member's date of death.

Dependent children will also be provided a benefit equal in total to the spouse's Pension above should the spouse subsequently die and be survived by an eligible Dependent child(ren).

(b) Post-Retirement Death

A member's spouse shall receive a pension equal to sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the lifetime benefit paid to the member. Should the member elect, a spousal pension of up to one hundred percent (100%) of the member's pension may be payable, provided the member's pension is reduced actuarially.

Dependent children will also be provided a benefit equal in total to the spouse's pension above should the spouse subsequently die and be survived by an eligible child(ren).

In addition, a member's spouse shall receive a bridging benefit equal to sixty-six and two-thirds percent (66 2/3%) of the bridging benefit being paid to the member. The bridging benefit will cease at the death of the spouse or on the member's normal retirement date, if earlier.

- (c) Where (b) would otherwise apply, if the member had elected an optional form of pension, (b) shall not apply and a pension, if any, shall be provided for under the option elected by the member.

18.15 Termination of Employment

If a member terminates, the member shall be entitled to a deferred vested pension equal to the benefit accrued to date of termination, payable commencing at normal retirement date or a portability benefit in accordance with applicable legislation.

18.16 Pension Benefit Indexation

All retired members and their survivors shall have their pension benefits and bridging benefit adjusted annually by an amount equal to one hundred percent (100%) of the increase in CPI, pro-rated for partial years, to a cap of eight percent (8%) in a year. For the purposes of this clause, the CPI shall mean the Canada-wide Consumer Price Index, all items, September to August.

18.17 Plan Wind-Up

If, after provision has been made for the satisfaction of all liabilities under the Plan, there should remain a surplus in the Pension Trust Fund, such surplus shall be allocated by the trustees for the exclusive benefit of the members, as recommended by the actuary and subject to the approval of the regulatory authorities.

- 18.18 The Employer agrees to provide pre-retirement counseling seminars, which shall include spouses. The content of such programs shall be agreed to by the parties.

ARTICLE 19 - INSURANCE, HEALTH, MEDICAL AND DENTAL PLANS

19.01 Life Insurance

The Employer shall provide each employee with Life Insurance coverage equal to three (3) times the employee's annual rate of pay, including an Accidental Death and Dismemberment provision of the corresponding amount, and will pay one hundred percent (100%) of the premium for such coverage.

Each employee has an option to obtain additional life insurance on his/her life, under the Employer's Group Plan, up to four (4) times his/her annual salary. Employees also have the option to take life insurance to cover dependents up to the maximum provided by the Employer's Group Plan, with the employee paying the total cost of any such additional insurance on his/her life, or on his/her dependent's life.

Dependent life insurance maximums are twenty thousand dollars (\$20,000) (spouse) and ten thousand dollars (\$10,000) (child), with open enrolment for all employees. Any additional coverage for spouses over twenty thousand dollars (\$20,000) shall be at the employee's option and expense.

In the event of an employee exercising the option to take additional life insurance as provided herein, the Employer will provide payroll deduction privileges.

19.02 Health and Medical Plans

19.02.01 The Employer agrees to provide coverage as follows:

- (a) Hospital and Health Service Insurance under any Government Plan.
- (b) Extended Health Care, with no deductibles, as outlined in the plan document as at September 1, 1992, which shall be amended to include coverage for IUD's, and coverage for chronic conditions as contained in the standard contract wording, Chapter G, prescription drugs, Tropic 15, Plan A Plus, May 1, 1991.
- (c) Semi-private hospital ward coverage.
- (d) CPAP – A member or dependent that has a respiratory illness or dysfunction and meets the Assistive Devices Program eligibility criteria shall be able to purchase a new replacement machine including ongoing supplies separately for users.
- (e) Vision Care
 - (i) Eyeglasses - for frames and lenses to the amount of four hundred dollars (\$400) per person per eighteen (18) months. Dependent children under the age of eighteen (18) are eligible for this benefit annually (twelve months).
 - (ii) Contact lenses for medical reasons to a maximum of four hundred dollars (\$400) per person per eighteen (18) months. Dependent children under the age of eighteen (18) are eligible for this benefit annually (twelve months).
 - (iii) One time provision of extra set of glasses for use, if required, re: VDT, to a maximum of four hundred dollars (\$400) per eighteen months.

The plan will pay for all eye tests.

(f) Hearing Aids and Audiologist

Two thousand five hundred dollars (\$2,500) maximum, per person, every three (3) years.

- (g) All reasonable and customary charges for services of chiropractors (if licensed and practising within the scope of their license), not subsidized by OHIP.
- (h) Effective December 10, 2009, Massage Therapy is adjusted to twelve (12) visits per year without a medical referral. Visits thereafter shall require a written referral from a qualified medical practitioner per course of treatment.
- (i) Effective December 10, 2009, Kinesiologist visits are limited to twelve (12) per year without a medical referral. Visits thereafter shall require a written referral from a qualified medical practitioner per course of treatment. Kinesiologists must be registered and legally practicing within the scope of his/her profession.
- (j) Cap "out of country" coverage at four million dollars (\$4,000,000) per year.
- (k) Cap on "Private Nursing Care" coverage at one hundred fifty thousand dollars (\$150,000) per year. Side letter to provide written assurance on grandparenting.

The Employer shall pay one hundred percent (100%) of the premiums of the aforementioned Plans.

19.02.02 Effective January 1, 1989, all employees will receive any improvements to benefits such as in dental, health, medical and drug plans which are negotiated by the OPSSU, subject to availability of such improvements on that date from the insurance carrier.

Health Plan Information: The employer agrees to give the Union, as soon as possible following ratification, a copy of each of the current plans in effect between the employer and the insurance carrier.

19.03 Dental Plan

The Employer shall pay the full premium for a basic dental plan, including the equivalent of Blue Cross Rider #1 (periodontic and root canal work); and on a 75%-25% co-insurance basis, the equivalent of Blue Cross Riders #2 and #3 (dentures, bridges), [85% - 15% co-insurance (orthodontics)]; and Rider #4 (implants, crowns and bridges). Claims shall be paid in full, by the Employer, according to the Ontario Dental Association rates at the time the claim is submitted. Coverage shall include developmental malformations and porcelain crowns; and there shall be no limitation on coverage for years in the Plan. The maximum amount of dental care per year, per family member, will be two thousand, five hundred dollars (\$2,500.00).

- 19.03.01 The Employer agrees to pay full health plan coverage, including dental coverage (exclusive of orthodontistry), but including dentures upon retirement until age eighty (80) with a \$100 ODB annual deductible at age 65. Effective February 10th, 2007 the coverage shall be for the life of the retiree.

Coverage for retirees shall be subject to the following annual limitations: \$5,000 nursing care, 100% co-insurance for first \$5,000 drugs in a calendar year, thereafter drugs reimbursed at 75% with unlimited calendar year maximum, \$1,500 massage and no out-of-country coverage. Effective June 1, 2006 the health plan coverage includes in Canada coverage.

Retirees, who have not exhausted their credits as of October 25, 1992, will receive benefits under the Collective Agreement, which was in effect at the time of their retirement until age 65, and the benefits of the current Collective Agreement between the ages of 65 and 80 years of age.

- 19.03.02 The Employer shall provide the surviving spouse and dependent children with medical, vision and dental coverage.

19.04 Changes in Plans

Any changes, deletions or additions to the welfare benefits shall be negotiated with the Union.

19.05 Workers' Compensation

- (a) The Employer shall pay the premiums while the employee is on WSIB for a period of up to two (2) years. All employees shall be covered under the terms and conditions of the Workplace Safety and Insurance Act.
- (b) An employee who is absent from work as a result of an illness or injury sustained at work and who is awaiting approval of a claim from the Workplace Safety and Insurance Board (WSIB) may apply to the employer for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under the short term income protection plan. Payment will be provided only if the employee provides evidence of disability satisfactory to the employer and a written undertaking satisfactory to the employer that any payments will be refunded to the employer following final determination of the claim by the WSIB. If the WSIB claim is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short term income protection plan. Any payment under this provision will continue for a maximum of ninety (90) working days.

19.06 Same Sex Spousal Coverage

For the purposes of this Article, coverage shall include a spouse of the same sex.

19.07 Health and Wellness Allowance

Each permanent employee shall be reimbursed up to six hundred dollars (\$600) each calendar year for health and wellness activities with receipts from the year of the claim. Such activities shall not include any services covered by the paramedical coverage in the insured benefits plans. Employees are to attach any receipt to their timesheet and submit it as an expense for reimbursement.

ARTICLE 20 - SHORT TERM INCOME PROTECTION PLAN

20.01.01 Employees shall have the first seven (7) working days of illness in a calendar year covered by a short term income protection plan at one hundred percent (100%) of daily earnings. The employer shall be responsible for the coverage for this portion of the plan. These days cannot be banked and are intended as insurance against income loss due to the employee's illness only.

20.01.02 Employees shall have the next eighty-three (83) workings days of illness, in a calendar year, covered by the Short Term Income Protection Plan, at seventy-five percent (75%) of daily earnings.

When an employee commences sick leave in one calendar year, and continues into the next calendar year, the employee is not entitled to more than ninety (90) working days in the two years, until the employee has returned to work for twenty (20) consecutive working days.

When an employee has used ninety (90) working days sick leave in a calendar year, the employee must complete twenty (20) consecutive working days before being entitled to further sick leave days, in the next calendar year.

When an employee requires additional days in a calendar year for uninterrupted coverage prior to commencing LTD, the employee shall be paid at seventy-five percent (75%) of daily wages.

20.01.03 An employee who is off work on Short Term Disability shall continue to accumulate vacation credits.

20.02 Use of Accumulated Credits

20.02.01 An employee may discharge existing credits for lieu time, overtime, vacation and banked sick leave credits to "Top up" the Short Term Income Protection Plan.

- 20.02.02 After five (5) consecutive days of absence due to illness, the employer at its sole discretion may ask for a certificate from a legally qualified medical practitioner to be forwarded to the employer certifying that the employee is unable to attend to his/her official duty.
- After frequent absences due to sickness, the Employer may require the employee to submit to a medical examination, at the expense of the Employer.
- 20.02.03 Holidays falling during periods of sickness shall not be charged against the employee's sick leave credits.
- 20.02.04 When an employee has worked five (5) hours and has a medical or dental appointment on that day for themselves or for their dependent child, there shall be no deduction from that employee's credits upon verification.
- 20.02.05 On separation from the Employer, the employee shall be entitled to take time off with pay that is equivalent to one hundred percent (100%) of the value of unused accumulated sick leave credits, computed at the regular rate of pay of the employee at time of separation.
- 20.02.06 On an optional basis, once every calendar year, employees may cash in up to ten (10) days of their unused accumulated sick leave credits as recorded to December 31, 1987.
- 20.02.07 Transfer of Sick Leave Credits
- The Parties agree that an employee may, by indicating in writing, have sick days accumulated in his/her name, transferred to the credit of any other employee. Such transfers of sick days will be made by determining the prorated daily rate of the transferring employee, and dividing that value by the prorated daily rate of the benefiting employee. This dividend shall then be rounded to the nearest decimal five (0.5), and this shall be the number of sick days added to the benefiting employee's credit.
- 20.03 Duty to Accommodate
- Where an employee identifies a need for an accommodation in accordance with the Ontario Human Rights Code, the Employer, Union and employee will meet to develop the terms of the accommodation. To facilitate this, the parties will develop and maintain a process for addressing accommodation requests.

ARTICLE 21 - LONG-TERM DISABILITY PLAN

- 21.01 The Employer agrees to pay the premium cost of Long-Term Disability Plan (LTD) benefit consistent with the rules and regulations of the plan.
- 21.02 After ninety (90) working days of continuous illness, and income protection as provided to the employee as outlined in 20.01.01 and 20.01.02, an employee who is ill may be eligible to receive further benefits of seventy-five percent (75%) of earnings, including any adjustments made subsequent to the commencement of LTD.
- 21.03 Any increase in Canada Pension Plan Disability Benefits, subsequent to the date of an employee's disablement, which result from the CPP cost-of-living escalation provisions, shall accrue to the benefit of the disabled employees. No disability pensions will be paid under the retirement pension plan; but normal retirement benefits shall continue to accrue based on the employee's earnings immediately prior to disability; and all further pension contributions shall be paid by the employer, for disabled employees in receipt of insured long-term disability benefits. This will not affect the total of disability benefits payable to a disabled employee prior to age sixty-five (65), but will increase the retirement pension payable to the employees after age sixty-five (65) years.
- 21.04 The benefits payable to an eligible employee, under the Long Term Disability Plan, shall be subject to the provisions and limitations set out in the contract between the Employer and the insurance carrier.
- 21.05 The Employer shall pay all welfare premiums while the employee is on LTD, i.e. Medical, Dental, Hospital coverage, group life insurance, and pension plan. The employer shall continue to pay transportation allowance and provide access to gas cards to eligible employees on Medical Leave of absence (STD and/or LTD) for a maximum of eighteen (18) weeks following commencement of the Medical leave.
- During the period preceding the commencement of LTD benefits, and after the exhaustion of all other credits, the Employer will pay the cost of group insurance plans and pension coverage.
- 21.06 LTD benefits will be payable for the first two years following commencement of regular payments, if an employee is unable to perform his/her regular job. After two years, LTD benefits will continue as long as the disability prevents an employee from performing any job for which he/she is reasonably suited, by way of education, training or experience, but not beyond his/her sixty-fifth (65th) birthday.
- 21.07 When an employee who was on LTD is able to return, the Employer recognizes its obligation to provide the returning employee with employment. In carrying out this obligation, the Employer agrees to place the employee in his/her former position, except as provided below.

If her/his former position no longer exists, the Employer agrees to place her/him in an existing equivalent position. Notwithstanding the foregoing, if the employee is unable to perform in her/his former position or an existing equivalent position, as the case may be, the Employer agrees to place her/him in a position commensurate with the employee's abilities.

In arriving at an evaluation of an employee's reduced abilities, the parties agree to follow the recommendations of a mutually agreeable physician.

ARTICLE 22 - PRESENT CONDITIONS AND BENEFITS

22.01 Benefits

Employees entering this bargaining unit from another bargaining unit with whose employees the Employer has a Collective Agreement, shall have their prior service with the Employer recognized for the purpose of calculating vacation entitlement, pensions, medical and hospital coverage, group life insurance, and sick leave benefits as set forth in this Agreement.

ARTICLE 23 - HEALTH AND SAFETY

23.01 A Union/Employer Joint Health and Safety committee shall be established. Such Committee shall be made up of not more than two (2) members from each of the Parties. Alternates may replace members who are not available to attend meetings.

23.02 Video Display Terminals

23.02. 01 After each hour of continuous operation of a VDT, an employee shall be relieved of such duties for a period of ten (10) minutes. At the beginning of assignment to a VDT, and annually thereafter, an employee who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist who is qualified to conduct the following tests:

- (a) Unaided visual acuity (letter chart test)
- (b) Corrected visual acuity
- (c) Refractive findings
- (d) Amplitude accommodation
- (e) Suppression
- (f) Muscle balance (near, one metre, distant)

(g) Slit lamp biomicroscopy

The cost of the eye examination shall be borne by the Employer and the employee shall authorize release of a copy of the examination report to the Employer.

23.02.02 An employee who is pregnant shall not be required to operate a VDT.

23.02.03 The employee may work in another area for the duration of the pregnancy or else be provided with other tools to do her work. The Employer shall pay the employee the same rate of pay she earned or the new job rate, whichever is higher.

23.02.04 Upon return from maternity leave the employee shall be entitled to return to her former position.

23.03 Healthy and Safe Workplace

The Employer shall continue to make all reasonable provisions for the health and safety of its employees at the workplace during the hours of their employment.

23.04 Smoking Pollution

If an area is declared a non-smoking area, and employees who smoke have to work in the area, the Employer agrees to pay one hundred percent (100%) of the cost of a Smokender programme or a similar type of course, once per employee per lifetime.

ARTICLE 24 - MOVING EXPENSES ON TRANSFER

24.01 Definitions

Employee: As per Article 2.01 and 2.03 of the current Collective Agreement.

Dependent: Any person who lives with an employee, who is either the spouse of an employee, a person for whom a personal exemption under the Income Tax Act may be claimed, or an unmarried child, stepchild, or legal ward.

At the Employee's Request

Employees who apply for a transfer, or posted job competition, shall be deemed to seek transfer at their own request. For the purposes of Article 24.02, Region Five is considered one work location and changes in jobs within Region Five are not eligible for relocation expenses.

Household Effects

Only furniture, appliances, clothing, sporting equipment (excluding ski-doo's and boats) and books.

- 24.02 When an employee is transferred from one location to another by the Employer, and not at the employee's request, the employee shall be compensated for reasonable moving expenses arising from the move, as set out in Article 24.04. In addition, the employee shall be compensated for reasonable fees, as they relate to the sale and acquisition of a principal residence, and other related costs incurred as a result of the transfer, upon production of supporting receipts and documentation.
- 24.03 When an employee is transferred at the employee's own request, the employee shall not be entitled to the provisions of Article 24.04.
- 24.04 The Employer shall pay the following:
- (a) The cost of crating, unpacking, and transportation of household effects together with the cost of replacement value insurance.
 - (b) Transportation of employee and dependents to the new location.
 - (i) Transportation
If an employee drives his/her vehicle, mileage shall be paid identical to that paid by OPSEU to its members. This shall not apply to employees to whom OPSEU assigns a vehicle.
 - (ii) Expenses en Route
Reasonable accommodation and meal costs, incurred by the employee and his/her dependents, shall be reimbursed as identical to that paid by OPSEU to its members.
 - (c) An employee and his/her spouse will be reimbursed for the traveling expenses incurred, on a trip made for the purpose of locating suitable accommodations near the place of employment. Time off not exceeding five (5) days will be allowed. An employee will receive all normal pay for up to three (3) of these days should these days be conducted on normal working days established by the Collective Agreement. No overtime, lieu time, compensating time or incidental expenses shall be earned or paid.
 - (d) Dependent children shall be paid fifty percent (50%) of the cost of meal allowances identical to that paid by OPSEU to its members, and one hundred percent (100%) of the cost of accommodation if he/she/they accompany his/her/their parent(s).

- (e) A fifteen hundred dollar (\$1500) allowance shall be paid for temporary accommodation, meals, carpets, drapes, other household effects and all other incidentals. This allowance shall be paid automatically upon submission of moving quotes.
- (f) If an employee incurs child care costs during the course of the transfer, said costs shall be reimbursed upon submission of receipts to the Employer.

24.05 In the event that spouses access the provisions of Article 24, there shall be no pyramiding of entitlements.

ARTICLE 25 - PARKING

25.01 Employees who are entitled to a transportation allowance shall receive free parking space at or near their place of employment.

ARTICLE 26 - PLURAL MAY APPLY

26.01 Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.

ARTICLE 27 - CONTRACTS

27.01 It is agreed by the Employer that all present employees and every new employee hired after the effective date of this Agreement shall be furnished with a copy of the Agreement.

ARTICLE 28 - CONTRACTING OUT

28.01 No employee shall lose her/his position and no bargaining unit position shall be eliminated as a result of assignment of bargaining unit work to an outside contractor, temporary employee or agency.

In addition, any regular and continuing work assigned to this bargaining unit shall first be offered to individuals in the bargaining unit who have the qualifications to perform the work or service before it is assigned in whole or in part to an outside contractor.

ARTICLE 29 - POLITICAL CONTRIBUTIONS

- 29.01 On an optional basis once every calendar year, employees may select participation in or withdrawal from a regular monthly payroll deduction system for the purpose of making contributions to the political party of the employee's choice. The regular monthly payroll deduction shall be in multiples of five dollars (\$5).

ARTICLE 30 - DISCRIMINATION

- 30.01 There shall be no discrimination, restraint, or intimidation practised or permitted by the Employer or the Union or any of the officials or officers of the employer or the Union against any employee because of sex, sexual orientation, gender identity, gender expression, age, marital status, race, colour, creed, ancestry, place of origin, political opinions, ethnic origin, citizenship, family status, receipt of public assistance, record of offences, on account of any union activity, or because of physical disability or upon any other grounds referenced in the Ontario Human Rights Code.

ARTICLE 31 - HARASSMENT

- 31.01 The Employer shall make reasonable provisions to ensure that employees are free from bullying/psychological harassment and sexual harassment as defined within this article. The Employer and the Union shall co-operate to the fullest extent possible to ensure the workplace is free from such harassment.

31.02 Bullying/Psychological Harassment

Bullying/psychological harassment refers to any vexatious behaviour that is known, or ought reasonably to be known, to be unwelcome and that:

- (a) takes the form of repeated conduct which could reasonably be regarded as intending to intimidate, offend, degrade or humiliate;
- (b) affects an employee's dignity, or psychological or physical integrity;
- (c) results in a harmful work environment.

Examples of bullying/psychological harassment include, but are not limited to, the following:

- (i) berating/belittling an individual;
- (ii) repeated unwarranted criticism;
- (iii) undermining or deliberately impeding a person's work;
- (iv) spreading malicious rumours or gossip that is not true;
- (v) physical gestures intended to intimidate, offend, degrade or humiliate an individual.

31.03

Sexual Harassment

Sexual harassment refers to sexual solicitations or advances, or reprisals for rejection of such solicitations or advances, that are made by a person who knows or should know that such solicitations and advances are unwelcome.

Sexual harassment includes such things as unwelcome sexual contact and remarks, leering, inappropriate staring, unwelcome demands for dates, requests for sexual favours and displays of sexually offensive pictures or graffiti. For example, repeated and vulgar sexual comments to an employee could be a course of conduct constituting sexual harassment.

Sexual harassment also requires a "course of conduct," which means that a pattern of behaviour or more than one incident is usually required for a complaint to be upheld. However, a single significant incident may be sufficiently offensive to be considered sexual harassment.

Mutually acceptable social banter or flirtation is not sexual harassment. However, tolerance for such behaviour varies and accordingly, employees should not continue with such conduct if any employee feels uncomfortable with it. Similarly, a workplace romance between two consenting persons is not sexual harassment. However, if one employee ends the relationship and the other party persists in trying to continue the relationship, this can constitute harassment.

- 31.04 Reasonable action by the employer in the course of managing the workplace is not harassment. Examples of this include, but are not limited to the transfer, denial of promotion, demotion, discipline, counsel or dismissal of an employee consistent with this collective agreement.
- 31.05 The parties recognize that harassment is unacceptable in the workplace, and to that end acknowledge the following objectives:
- (a) a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
 - (b) every effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint, and its resolution or disposition;
 - (c) an individual who feels that she or he has been bullied or harassed should contact their immediate supervisor or Employee Relations for advice on how to deal with the problem, including information on how to file an internal complaint;
 - (d) frivolous allegations of bullying/psychological harassment that are unfounded, will be treated as a disciplinary offence, that could lead to dismissal;
 - (e) allegations found to be true, will be treated as a disciplinary offence that could lead to dismissal.
- 31.06 It is agreed that the complainant may choose a Union representative to assist him/her in presenting the complaint.
- 31.07 The Employer agrees to work with the Union to develop a comprehensive harassment policy, including a complaint procedure, with a mediation and investigation process.

ARTICLE 32 – STAFF DEVELOPMENT

- 32.01 In keeping with the collective agreements with OPSEU employees and with employees' interests, the parties agree to promote staff advancement and succession planning through the following:

- (a) Where the Employer deems an assignment to a special project or a temporary replacement, in whole or in part, of a full-time employee in the ASU bargaining unit, or an excluded position to be a staff development opportunity, the employer will notify the ASU Secretary and President of the details in writing. ASU will then conduct an informal canvass of its members to determine if there is any interest in assuming the position for all or part of the time as a staff development opportunity. The names of any interested ASU members will be provided to the Employer within five (5) working days of notification.
- (b) In assigning employees to such projects or positions, the Employer will take into consideration:
 - (i) the ability of the employee to perform the requirements of the position;
 - (ii) the suitability of the employee to fill the position;
 - (iii) the expressed interest of employees in particular development opportunities;
 - (iv) the opportunities for training for future vacancies of a similar nature;
 - (v) future organizational needs.
- (c) It is understood that the experience gained in assignments under this article will be considered in the job posting procedure under Article 11 and for excluded positions that are open to ASU members.

32.02

Staff Development Trainee (Permanent staff)

- (i) Definition: A Staff Development Trainee (SDT) is a permanent staff member of OPSEU who is doing a training assignment at OPSEU. The emphasis in such assignments will be to develop staff in order to assist them to develop the qualifications, skills and abilities that they need in order to be considered for vacant positions that may arise in the future and for which they may wish to compete.
- (ii) SDT opportunities shall be identified and made known to staff through an information posting for 5 working days.
- (iii) A SDT shall perform a limited range of duties and responsibilities of the position to which they are assigned under the direction and guidance of a bargaining unit member, and/or Supervisor.

Such assignments are not intended to fill regular complement positions on a permanent or temporary basis.

- (iv) In an attempt to assist employees to enhance their skills and abilities, the Employer agrees to provide up to one (1) SDT opportunity per year. Preference will be given to a candidate who identifies as “racialized” through the self-identification process, provided that candidate is relatively equal to the top candidate for the SDT opportunity.
- (v) Such opportunities are not to exceed six (6) months duration without the mutual agreement of the parties.
- (vi) SDT’s shall be paid at eighty-five (85%) percent of the starting salary of the classification in which they are filling a training assignment. Should the SDT’s salary be higher than the range for the training assignment, he/she will continue to be paid at his/her current home rate.
- (vii) The employees will continue to receive any salary schedule progression and negotiated increases that they would have received had they not been SDT’s.
- (viii) Appendix A.1 (d) shall not apply to an employee in an SDT assignment. A SDT in a Supervisor or Accountant position shall receive compensating time of one (1) day per month. The compensating time may be taken as paid time off at his/her home position rate of pay after the SDT assignment ends and may not be banked from one calendar year to the next nor can it be cashed out.
- (ix) Selection Process:

SDT applicants shall be considered and evaluated for the developmental opportunity. Core requirements will be outlined in the posting. Where the applicants are relatively equal, preference will first be given to the candidate who has not had a previous SDT assignment in the past and secondly by seniority. SDT applicants must be available for the duration of the assignment except that they may take up to five (5) days of vacation leave of absence during the assignment.

ARTICLE 33 - PERSONAL TASKS

33.01 Under no circumstances will any employee be requested to perform tasks for a supervisor or any other employee which may reasonably be deemed to be of a personal or demeaning nature.

Specifically, no employee will be requested to run personal errands, make purchases of a personal nature, conduct financial transactions of a personal nature or prepare and serve beverages or food.

ARTICLE 34 - SEVERANCE PAY

- 34.01 An employee will be entitled to severance pay upon ceasing to be an employee of OPSEU in an amount equal to one (1) week of earnings for every year of service, to a maximum of 26 weeks. Such amount shall be calculated on a pro-rated basis at the rate of pay at the time of termination or retirement. No employee shall accumulate severance pay when on a leave of absence or long term disability that exceeds a period of twelve (12) months' continuous absence.
- 34.02 Permanent staff who currently have over twenty-six (26) years of service shall receive one (1) week of earnings for every year of service with OPSEU but with no further accrual effective January 1, 2018.
- 34.03 Employees resigning with less than six (6) years of service shall receive no severance pay.

ARTICLE 35 - INDEMNIFICATION

- 35.01 The Employer shall take no action or reprisal against an employee for refusing to cross a picket line of an OPSEU supported strike by a recognized trade union.
- 35.02 An Employee shall at all times be indemnified in the execution of their duties provided that the employee acted honestly, legally, and in good faith with a view to the best interests of OPSEU. The costs associated with legal representation shall be consistent with OPSEU's practice for member representation.
- 35.03 The Employer agrees that no employee will be disciplined for responsibly bringing any revenue and/or expenditure control matters to the attention of the Employer through the Labour Management Committee (LMC) process.

ARTICLE 36 - DURATION OF THE AGREEMENT

- 36.01 This Agreement shall continue in force and effect from July 1, 2017 until June 30, 2021.

Renegotiation Procedure


Either party to this Agreement may, not more than ninety (90) calendar days prior to the expiry of the Agreement, notify the other party of its desire to renegotiate the Agreement. The first meeting between the parties will be scheduled at a mutually convenient date, but not more than twenty (20) calendar days after a request by either party to formally commence negotiations.


The terms of this Agreement will continue in force until a new Agreement is executed or until conciliation procedures as provided in the Ontario Labour Relations Act have been concluded, whichever should first occur.

IN WITNESS WHEREOF each of the parties has caused this Agreement to be signed by its duly authorized representatives.

DATED at the City of Toronto, Province of Ontario, this 9th day of August, 2018.

FOR THE UNION:





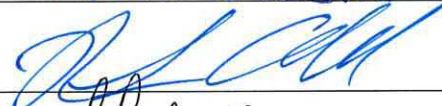
M. Kallunki

F. Legrand


M. Glass


FOR THE EMPLOYER:


Mona Goodman



Shabelle







Edy Huel

Renakwell

Len Elliott

APPENDIX "A"

Provisions Applicable to Supervisors and Accountant

A.1 Working Hours and Compensating Lieu Time

- (a) The Union and the Employer recognizes that the requirements of the positions covered by this appendix are such that specific hours per day or per week are not possible.
- (b) The work week shall consist of not less than 35 hours per week.
- (c) Employees covered by this Appendix shall not receive pay for any overtime worked Monday through Friday, but shall receive Compensating Time in place of such overtime.
- (d) Compensating Time shall be as follows:
 - (i) Five (5) days per year automatically for all employees covered by this Appendix, such days to be scheduled at a time mutually agreeable to an employee and the Employer.
 - (ii) Up to a further ten (10) days per year which may be allocated by the Employer upon application by an employee. Agreement on the allocation and scheduling of such days shall not be unreasonably withheld.
 - (iii) An employee may take up to seven (7) of these days in pay.
- (e) Compensating Time may not be banked from year to year. An employee can take all of his/her compensating time as time off.

A.2 Weekend and Holiday Lieu Time

When an employee is required to work a minimum of two (2) hours on a Saturday or Sunday, she/he shall be compensated by a minimum of one (1) day off in lieu thereof or one and half (1½) times the hours worked, whichever is greater. When such work is performed on a Statutory Holiday, the compensation shall be a minimum of two (2) days off in lieu thereof or one and half (1½) times the hours worked, whichever is greater, provided approval in advance, wherever possible, to work the day has been obtained from the President or his/her designate.

A.3

Lieu Day Payouts

- (a) When an employee applies lieu day credits to authorized leave, her/his salary shall not be increased or reduced as a result of such application.
- (b) When an employee applies lieu days to authorized leave, the employee's bank of lieu days will be reduced on the basis of one full lieu day for each full day of leave, but the lieu days deducted from the employee's bank will be deducted beginning with that day which is rated at the highest pay and proceeding downwards.
- (c) When an employee cashes in lieu days, such lieu days will be deducted from the employee's bank beginning with that day which is rated at the lowest pay and proceeding upwards.
- (d) Lieu days shall be rated at the daily value of the pro-rated weekly salary received by the employee at the time the lieu day was earned.
- (e) Effective January 1, 2014, employees shall be paid one hundred percent (100%) of the value of accumulated lieu time credits earned in the previous year. Such payment shall be made by March 31st of each year. Such value of accumulated lieu time credits shall be computed in accordance with (d) above. At the option of the employee, on separation from the Employer's service or at any time during the year, employees shall be entitled to one hundred percent (100%) of the value of accumulated lieu time credits prior to January 1, 2013.
- (f) The current balance of an employee's lieu day bank indicating both cash-in value and number of days of credit will be made known to each employee quarterly. The records of the employee's lieu day credits shall be maintained at the employer's head office and may be inspected by the employee with one day's notice.
- (g) Lieu days may be applied to authorized leave or cashed-in, in units or either full days or half days. No other fractions of days shall be permitted.

A.4

Expenses

- (a) Employees covered by the Agreement shall be reimbursed for expenses incurred by them in the course of their duties in the following manner:
 - (i) Where an employee is by virtue of her/his position required to extend hospitality to guests, reasonable claims will be honoured on the production of supporting receipts.

(b) Meal Allowances

The meal allowance payable to employees shall be identical to that paid by OPSEU to its members.

(i) In Town

- (1) Where an employee works in town on an assignment of longer than nine (9) hours duration, s/he shall be entitled to claim for either a breakfast or a supper depending on which meal period falls within the tour of duty in question.
- (2) Where an employee is required to work over a meal period(s), on a Saturday, Sunday or Statutory Holiday, s/he shall be entitled to claim the normal meal allowance.
- (3) Where an employee is required to work over a meal period(s), on special work assigned or authorized by the Employer, i.e. - conventions, regional meetings, divisional meetings, campaigns, etc., s/he shall be entitled to claim the normal meal allowance.

(ii) Out-of-Town

When an employee proceeds out-of-town on an assignment, s/he may claim any meal allowance within that period.

- (c) Employees shall be given an advance expense account of a minimum of seven hundred fifty dollars (\$750) which shall remain the property of the Employer.

A.5 Transportation Assistance

- (a) Positions covered by Appendix A will receive a transportation allowance of seven hundred dollars (\$700) per month plus gas cards. In the event that an increase in the transportation allowance is negotiated by the OPSSU, it shall be applied to ASU on the same effective dates.
- (b) Employees who are off on leave using accumulated credits immediately prior to retirement shall not have access to gas cards during this period.

A.6 The above allowances (A.4 and A.5) are to cover all expenses of the employee except the following:

- bus, taxi, train and air travel;
- car rentals;
- rentals of rooms or halls for organizing meetings;
- hotel bills;
- parking with receipts while on union business.

Managerial Development

- (a) An employee covered by Appendix A shall be entitled to up to five (5) days' special paid leave for Managerial Development. The use and scheduling of this time shall be agreed upon with the Employer and such agreement shall not be unreasonably withheld.
- (b) The Employer agrees to permit each Supervisor to attend one (1) employer-paid, out-of-province, conference or course within Canada per year. The time off in order to attend this conference will be drawn from the Supervisor's Managerial Development leave. The choice of the conference is subject to the approval of the President of OPSEU. The Employer shall not unreasonably withhold approval and any approval(s) shall be limited to the money set aside from the educational budget for ASU training.

SALARY SCHEDULE – SUPERVISORS / ACCOUNTANT

Supervisors and Accountant	Start	Five (5) Months	Twelve (12) Months	Eighteen (18) Months
July 1, 2017	2,115	2,212	2,309	2,431
July 1, 2018	2,147	2,245	2,344	2,467
July 1, 2019	2,185	2,284	2,385	2,510
July 1, 2020	2,223	2,324	2,427	2,554

APPENDIX "B"

Provisions Applicable to Assistants, Corporate Secretary, and Administrative Assistant Employee Relations

B.1 Expenses

Employees shall be reimbursed for reasonable out-of-pocket expenses incurred in the performance of assignments authorized by the President, First Vice-President, Executive Assistant or Administrator, as applicable. When an employee is required to travel to a location other than their regular work location, they shall be entitled to claim for transportation costs, including mileage to and from an employee's residence to and from the non-regular work location.

B.2 Meal Allowance

A meal allowance will be paid to all employees on authorized work under the following circumstances:

- (a) Employees shall receive a meal allowance which shall be identical to that paid by OPSEU to its members.
- (b) All employees working past a normal meal period on a Saturday, Sunday or Statutory Holiday shall be paid the same meal allowance as in (i) above.
- (c) Authorized work prior to and including 8:00 a.m.
- (d) On any special work authorized by the Employer (e.g. - Conventions, Regional Meetings, Divisional Meetings, Demand-Setting Meetings, Campaigns, etc.)
- (e) A dinner allowance will be paid for working two (2) hours overtime.

B.3 Hours of Work

The work week shall consist of five days of seven (7) hours each to a total of thirty-five (35) hours Monday to Friday inclusive. The normal week day shall commence no earlier than 8:00 a.m. and finish no later than 5:00 p.m. with a lunch break of one hour and a break of fifteen (15) minutes both in the morning and afternoon.

B.4 Overtime

All employees shall be paid for authorized work outside of the regular hours from Monday to Friday inclusive at the rate of time and one-half (1½) the regular rate and for any time worked on Saturday or Sunday or a recognized holiday at the rate of two and one-half (2½) times the regular rate, but there shall be no pyramiding of overtime premiums. The employee has the option of taking equivalent time off at the rate earned.

An employee called in to work on a day which is not a regular working day shall be paid a minimum of four (4) hours' pay at the rate of two and one-half (2½) times the regular rate.

Employees in the bargaining unit who are not entitled to transportation assistance, and who are authorized to work overtime beyond 7:00 p.m., shall be compensated for taxi fare to their home upon production of a receipt, up to a maximum of twenty dollars (\$20.00).

B.5 Parking

Parking will be reimbursed on issue of a receipt when on authorized Union business.

B.6 Work at Another Location

A car is not a condition of employment. Employees required to conduct OPSEU business will be reimbursed for mileage or taxi as per OPSEU Policy.

Any employee, when authorized to travel outside regular working hours, shall be compensated for the travelling time involved at straight time in the following circumstances:

- (a) From an employee's residence to a non-regular work location.
- (b) From an employee's regular work location to a non-regular work location.

B.7 Time-Off with Pay

The parties agree to implement the following:

- (a) All employees covered by Appendix "B" shall be granted ten (10) days per year of time-off with pay over and above any other provisions of this Collective Agreement.
- (b) An employee may take up to two (2) of these days in pay.
- (c) Such time-off shall be taken as full days and not as fractions thereof.
- (d) Such time-off shall be scheduled at a time mutually agreeable to an employee and the President or First Vice-President, as applicable. Such agreement shall not be unreasonably withheld.
- (e) Such time-off shall not be bankable from year to year and may not be taken in cash.

B.8

Overtime Bank

The current balance of an employee's overtime bank indicating both cash-in value and number of days of credits will be made known to each employee quarterly. The records of the employee's overtime credits shall be maintained at the Employer's head office and may be inspected by the employee with one (1) day's notice.

SALARY SCHEDULE – ASSISTANTS AND CORPORATE SECRETARY

Assistant to the President Assistant to the First Vice-President Assistant to the Executive Assistant Assistant to an Administrator Corporate Secretary Administrative Assistant, Employee Relations	Start	Five (5) Months	Twelve (12) Months	Eighteen (18) Months
July 1, 2017	1,745	1,796	1,835	1,894
July 1, 2018	1,771	1,823	1,863	1,922
July 1, 2019	1,802	1,855	1,896	1,956
July 1, 2020	1,834	1,887	1,929	1,990

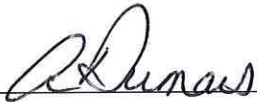
LETTERS OF UNDERSTANDING

THE FOLLOWING HAVE BEEN RENEWED OR ENTERED INTO EFFECTIVE THE DATE OF RATIFICATION

Letter of Understanding #1	Guarantee of Coverage Under Long-Term Disability Plan
Letter of Understanding #2	Pension Plan Actuarial Surplus and Plan Enhancement
Letter of Understanding #3	Re: Support Staff for Supervisors
Letter of Understanding #4	Re: Employment Equity
Letter of Understanding #5	Re: Staff Pension ¹⁶ Plan

DATED at the City of Toronto, Province of Ontario, this 9th day of August, 2018.

FOR THE UNION:



M. Kallontzis

F. Fagan

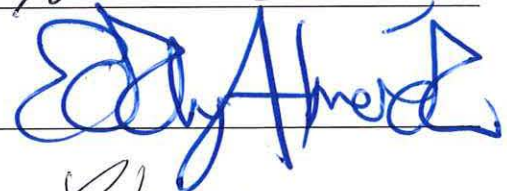
N. Glass

FOR THE EMPLOYER:

Hona Goodman



Shabelle



Rhonda Wood

Len Elliott

LETTER OF UNDERSTANDING # 1

Guarantee of Coverage Under Long-Term Disability Plan

With reference to Article 21 (Long-Term Disability Plan), all employees in the bargaining unit will apply for additional personal insurance coverage, as required, to ensure that they are fully covered for the benefit of 75% of regular earnings guaranteed by Article 21.02. The employer will pay the cost of any additional premium.

In the event that, due to personal health history, an employee's request for additional personal coverage is denied by the carrier, the employer will pay the difference between the coverage provided by the carrier and the coverage guaranteed by Article 21.02.

SIGNED AND AGREED TO this 22nd day of September 1993.

LETTER OF UNDERSTANDING # 2

Pension Plan Actuarial Surplus and Plan Enhancement

The Parties acknowledge that a surplus may exist in the Plan from time to time. If there is a surplus, a portion of such surplus equal to five percent (5%) of Plan liability shall be set aside as a contingency reserve while such surplus exists.

Further, when such surplus exceeds the contingency reserve of five (5%) by an amount equal to an additional four (4%) of liabilities or more, the Employer and the Union shall meet and negotiate enhancements to the Plan taking into account all such surplus greater than the contingency reserve. Any such enhancement must take into consideration the ongoing financial viability of the Pension Plan. In the event the parties are unable to reach an agreement on enhancements to the Plan, the outstanding matter(s) shall be forwarded to the arbitration process set out in the Trust Agreement. The Employer and Union agree that the matter of contribution holidays shall not be the subject of their negotiations pursuant to this Letter of Understanding.

For the purposes of this Letter of Understanding, "surplus" shall mean the amount by which Plan assets exceed Plan liabilities as measured on a going concern basis in the most recent actuarial report prepared by the Plan's Actuaries.

SIGNED AND AGREED TO on the 26th day of February, 2004, at Toronto, Ont.

LETTER OF UNDERSTANDING # 3

Re: Support Staff for Supervisors

The Employer agrees with the principle that each Supervisor should have access to an OPSSU secretary to provide them with administrative and clerical support. For Supervisors, who do not currently have access to such support, the Employer agrees to consider increases to the staff complement in the upcoming budget process for 2016.

DATED this _____ day of _____, 2015, at Toronto, Ontario.

LETTER OF UNDERSTANDING # 4

Re: Employment Equity

The Parties recognize their mutual desire to embody the principles of employment equity into hiring and promotion practices.

The Union and the Employer must agree whenever employment equity is to be an overriding consideration. Such agreements will be made in advance of any job posting or appointment.

Agreements under this letter of understanding will be based on an analysis of agreed workforce data indicating that a designated group or groups are under-represented.

Discussions between the Parties, with respect to the application of employment equity, under the provisions of Article 11, are properly a matter of the Labour Management Committee.

DATED this _____ day of March, 2013, at Toronto, Ontario.

LETTER OF UNDERSTANDING # 5

Re: Staff Pension Plan

The parties agree that a representative(s) from the Ontario Public Service Staff Union (OPSSU), the Administrative Staff Union (ASU) and the Employer shall meet to discuss the long term viability of the Staff Pension Plan.

The representatives shall meet with the Board of Trustees for their input into the long term viability of the Plan to meet the pension promise.

The goal of the meeting(s) shall be to ensure the long term viability of the Plan and to review the options available to ensure the benefits security of the Plan into the future.

Dated this _____ day of _____, 2018, at Toronto, Ontario.



M. Kalluntzios

M. Kalluntzios

F. Legum

H. Glass



Yvonne Goodman

J. Labelle

M. Schaff

Mark T. ...

E. Ahmed

L. MacKinnon

Len Elliott