

Collective Agreement

between

Ontario Public Service Employees Union

and

**Ontario Agency for Health Protection and Promotion
operating as Public Health Ontario**

DURATION: April 1, 2014 – March 31, 2018



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PURPOSE

The interest of the parties is to establish a harmonious working relationship between the Agency and the employees. The parties are committed to the delivery and maintenance of excellence in all that we do to serve the residents of Ontario.

The purpose of this agreement is to provide a mechanism to provide for the prompt and equitable disposition of issues and grievances, establish and maintain a safe working environment, hours of work, and wages for all employees within the bargaining unit.

ARTICLE 1 – RECOGNITION

The Ontario Public Service Employees Union (OPSEU) is recognized as the exclusive bargaining agent for all employees engaged in laboratory testing services and administration save and except persons: who exercise managerial functions; are employed in a confidential capacity in matters relating to labour relations; physicians employed in their professional capacity; human resources personnel; lawyers engaged in their professional capacity; administrative assistants to the President and CEO, Vice Presidents, Chief Officers and the Director of Human Resources; or employees covered by another collective agreement in a different bargaining unit.

For clarity, administration includes but is not limited to finance; information technology; procurement; facilities; and administrative assistants.

For greater clarity, this bargaining unit includes but is not limited to the positions/classifications set out in Schedule A and B of the Memorandum of Agreement signed on March 25, 2011 (as attached).

(missing)

1.2 No Other Agreements

No employees shall be required or permitted to make a written or verbal agreement with the Employer or his representative, which may conflict with the terms of this Collective Agreement. No offers of employment shall be permitted which may conflict with the terms of this Collective Agreement.

ARTICLE 2 – DEFINITIONS

2.1 Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun and vice versa where the context so requires. Where the singular is used, it may also be deemed to mean plural and vice versa.

2.2 “Worksites” when used in this agreement refers to the geographic location of any of the facilities which comprise the Ontario Agency for Health Protection and

Promotion.

2.3 The Agency acknowledges that the employees covered by this agreement fall within the following categories:

a) Full-time

The normal hours of work shall be:

- thirty-six and one-quarter ($36\frac{1}{4}$) hours per week and seven and one-quarter ($7\frac{1}{4}$) hours per day; or
- forty (40) hours per week and eight (8) hours per day

as applicable to the classification to which the full-time position is assigned.

b) Part-time

Employees who are regularly scheduled for:

- (i) less than thirty-six and one-quarter ($36\frac{1}{4}$) or forty (40) hours per week, as applicable to the classification to which the regular part-time position is assigned;
- or
- (ii) less than twenty (20) full days over a period of four (4) consecutive weeks.

c) Temporary Employees

Employees who are hired:

- i) to work on a relief basis only, to fill in for illness, vacations, emergencies or other short-term staff shortages; or
- ii) for specific projects; or
- iii) pursuant to a temporary contract for a defined period of time for up to twelve (12) months.

With respect to 2.3c)(ii) an employee may not be maintained beyond the length of the specific project unless it is agreed to in writing by the Agency, employee and Union.

With respect to 2.3c)(iii), an employee may not be maintained in a temporary contract beyond twelve (12) months unless it is agreed upon in writing between the Union, the employee and the Agency.

d) Students

Definition: A student is a fixed term employee occupying a 'student position' during his or her regular school, college or university vacation period during his or her regular school, college or university session or vacation period.

Vacation period: A "regular vacation period" within the meaning of a student position includes summer vacation, inter-semester breaks, academic breaks, December Holidays, the holidays in Article 19 and a period of time of six (6) months following the completion of the requirements for graduation from an educational institute.

Student position: A "student position" is a fixed-term position with terms and conditions specifically applicable to students.

Wage Rates:

June 1, 2014 First Year = \$11.00 Level 2 = \$ 11.85

Applicable Articles: The following Articles shall apply to student employees as defined: Article 1 – Recognition, Article 3 – No discrimination or Harassment, Article 5 – Management Rights, Article 6 – Union Security (Dues Deduction), Article 9 – Grievance and Arbitration Procedure and Article 28 – Term of Agreement. No other articles shall apply.

Bereavement Leave: A student will be eligible for bereavement leave pursuant to Article 15.4.

2.4 Internship Program/Initiatives

The parties agree that the Agency will be providing internship positions to various individuals. An intern is defined as an individual participating in an educational program or initiative who is unpaid by the Agency. The parties agree that Interns are not bargaining unit employees as per Article 1 and not governed by the collective agreement. No Full-time, Part-time or Temporary Employee shall have any hours of work reduced as a result of the use of Interns.

ARTICLE 3 – NO DISCRIMINATION OR HARASSMENT

- 3.1 The Agency and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any employee because of his membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising his rights under the Collective Agreement.
- 3.2 It is agreed that there will be no discrimination or harassment by either party or by any of the employees covered by this Agreement on the basis of race, ancestry, place of origin, creed, colour, ethnic origin, citizenship, sex, sexual orientation, marital status, age, record of offences, same-sex partnership status, family status or disability.
- 3.3 Every employee who is covered by this agreement has a right to freedom from harassment in the workplace in accordance with the *Ontario Human Rights Code*.

3.4 Sexual Harassment

The Agency and the Union are aware of the provisions of the *Ontario Human Rights Code* that provide that persons have the right to be free from a sexual solicitation or advance in the workplace where the person making the solicitation or advance knows or ought to know that it is unwelcome. Both parties subscribe to this principle, and to that end, acknowledge the following objectives:

- a complaint of this nature shall be promptly investigated and, where warranted, appropriate action taken;
- 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;
- the complaint shall be made to as impartial a person as possible, being the CEO or his/her designate and who is not the person against whom the complaint is made.

It is agreed that the complainant may choose a Union representative to assist him/her in presenting the complaint.

- 3.5 The time limits set out in Article 9 (Grievance Procedure) do not apply to complaints under Article 3.4, provided that the complaint is made within a

reasonable time of the conduct complained of, having regard to all the circumstances.

- 3.6 The Agency and the Union recognize their joint duty to accommodate employees in accordance with the provisions of the *Ontario Human Rights Code*.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

- 4.1 The Union agrees there shall be no strikes and the Agency agrees there shall be no lockouts so long as this Agreement continues to operate. The terms “strike” and “lockout” shall bear the meaning given them in the *Ontario Labour Relations Act, 1995*.

ARTICLE 5 – MANAGEMENT RIGHTS

- 5.1 The Union acknowledges that it is the exclusive right of the Agency to:
- a) maintain order, discipline and efficiency;
 - b) create and implement policies, procedures, rules and regulations;
 - c) hire, transfer, classify, assign, appoint, promote, demote, manage performance, train, develop, layoff and recall employees;
 - d) discipline and discharge employees for just cause;
 - e) manage the enterprise in which the Agency is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, systems and procedures, direct its personnel, determine number and type of staff required, organization, methods and the number, location of operations, buildings, equipment and facilities, worksites, programs, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.
 - f) Notwithstanding the above, the Agency shall not exercise these rights in an arbitrary, discriminatory or bad faith manner.

ARTICLE 6 – UNION SECURITY (Dues Deduction)

- 6.1 The Agency shall deduct from each bi-weekly pay of each bargaining unit employee from the first day of employment, an amount equivalent to such Union

dues as the Union advises the Agency. In addition, the Agency shall deduct Union dues from any retroactive wage payments and any other payments as advised by the Union, made to the employees. The Agency agrees that it will remit the total amount of such deductions to the Accounting Department of the Union, no later than the 15th day of each month following the month that deductions were made.

- 6.2 The monthly dues deduction list is to be copied to the Union Co-Chair of the Agency Employee Relations Committee (AERC) at the same time that it is forwarded to the Union's Accounting Department.
- 6.3 The Union will advise the Agency in writing of the amount of its regular dues. The amount specified shall continue to be deducted until changed by further written notice to the Agency.
- 6.4 The Union agrees to save the Agency harmless and to indemnify the Agency with respect to any claim made against the Agency by any employee or group of employees arising out of the deduction of union dues as herein provided.
- 6.5 The Agency agrees to print the amount of total dues deduction paid by each employee for the previous year on the individual's Income Tax T4 form.

ARTICLE 7 – LABOUR-MANAGEMENT RELATIONS

7.1 Agency Employee Relations Committee (AERC)

- 7.1.1 The parties mutually agree that there are matters that would be beneficial if discussed at the AERC during the term of this agreement to promote constructive and harmonious relations.
- 7.1.2 The Committee shall be composed of three (3) representatives from the Agency and three (3) representatives from the Union and shall meet at a time and place mutually satisfactory. An OPSEU staff representative will attend at the request of the Union and the Union will endeavour to give ten (10) working days notice to the Employer.
- 7.1.3 The Committee shall meet every two (2) months unless otherwise mutually agreed upon. A request for a meeting hereunder will be made in writing at least ten (10) working days prior to the date proposed and be accompanied by an agenda of matters proposed to be discussed.
- 7.1.4 The Union Representatives of the AERC shall attend such joint meetings with no loss of pay or credits.

- 7.1.5 The chairperson of the committee shall alternate between a Union member and an Employer member.

7.1.6 Information to Union

At the time specified for the posting of seniority lists in Article 11.3, the Agency shall provide to the AERC a list of all bargaining unit staff, showing the name, start date, employment category, status and worksite/department.

Wherever the Collective Agreement anticipates that there will be information sharing between the Agency and Union, the information will be shared electronically unless otherwise agreed upon.

The Agency will provide to the AERC at each meeting a list of all unposted positions and the names of the employees filling these positions.

7.2 Local Employee Relations Committee (Local ERC)

- 7.2.1 The Agency shall recognize a Local ERC at each regional worksite, where a majority of employees are willing to form a Local ERC. Where established, a Local ERC shall be composed of up to two (2) members from employees at that worksite who have completed their probationary period. The Toronto Local's (522 and 545) ERC, if established, may consist of up to three (3) employees.
- 7.2.2 A Local ERC where established shall meet every two (2) months unless otherwise mutually agreed upon. A request of a meeting hereunder will be made in writing at least ten (10) working days prior to the date proposed.
- 7.2.3 All meetings of the Local ERC will be held during normal working hours with no loss of pay or credits.
- 7.2.4 Minutes of Local ERC meetings will be forwarded to the AERC.

7.3 Negotiating Committee

The Agency acknowledges the right of the Union to appoint, elect, or otherwise select a Negotiating Committee of up to five (5) employees to negotiate the renewal of this Agreement. The parties agree that the negotiating committee will consist of:

- One (1) Technologist
- One (1) Lab Attendant
- One (1) Non-Technical
- One (1) Employee Regional Rep

One (1) Toronto (Local 522 and 545)

These leaves shall be with no loss of pay and with no loss of credits up to and including conciliation.

7.4 List of Union Representatives

The Union agrees to provide and maintain an up-to-date list of all Union Representatives to the Chief Human Resources Officer or designate.

7.5 Information to New Employees

A newly hired employee shall be informed in writing whether his or her position is within the bargaining unit, the name and address of the bargaining agent and the name and work location of the local Union steward which shall be provided as per Article 7.4 and copied to the Local President.

- 7.5.1 The Employer shall make sufficient copies of the Collective Agreements to ensure that all employees have access to the Collective Agreements.

7.5.2 New Employee Interview

All new employees will have the opportunity to meet with a representative of the Union, in the employ of the Agency and employed at the new employee's worksite for a period of up to fifteen (15) minutes during the employee's probationary period, without loss of regular earnings. The purpose of such meeting will be to acquaint the employee(s) with such representative of the Union and the collective agreement. These interviews will be scheduled in advance and may be arranged collectively or individually by the Agency.

7.6 Local Time Off

Either the president of a local, who is an employee of the Agency, or his or her designee shall be granted a leave of absence with pay and no loss of credits to conduct the internal affairs of the local on the following basis:

- (a) only the local president or his or her designee shall be granted such leave;
- (b) the leave, which shall not include any travel time, shall be for a single period of not more than four (4) hours every two (2) weeks, and unused leave shall not be cumulative;

- (c) the leave shall, to the extent possible, be taken at the same time on the same day every two (2) weeks, as pre-arranged between the local president and his or her supervisor; and
- (d) the local president or his or her designee shall not, during his or her period of leave, engage any other employee during that employee's working hours, or interfere in any manner with the conduct of the Employer's business, or use any of the Employer's equipment or other resources;

A list of the name, employee ID number, and work location of every local president, together with the total number of employees in each president's local, shall be sent to the Chief Human Resources Officer. The Union shall provide updated lists as changes are made, and shall provide a master list to the Chief Human Resources Officer at least annually.

7.7 Printing of Collective Agreement

The cost of printing the Collective Agreement will be shared equally by the Agency and the Union.

7.8 Bulletin Boards

The Agency shall provide a bulletin board at all worksites for the purpose of posting notices of union functions and other appropriate information.

ARTICLE 8 – HEALTH AND SAFETY

- 8.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that the Employer, Union and all Employees shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of health and safety in the workplace.
- 8.2 The Employer shall provide and maintain safety equipment and protective clothing where it requires that such shall be worn by its employees. Employees shall use all safety equipment and protective clothing provided and shall participate in any related training programs.

Where an employee is required by the Agency or by legislation, in order to perform his/her duties, to acquire and wear protective footwear, the Agency shall pay to such employee, on the first pay day in April in each year, an allowance of one hundred dollars (\$100.00).

JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE ("JOHSC")

- 8.3 The Agency shall establish a Joint Occupational Health and Safety Committee (JOHSC) as mandated under the Occupational Health and Safety Act that shall include the Union and management co-chairpersons. Terms of Reference for any related JOHSC sub-committees shall be established by the JOHSC and shall be in compliance and accordance with the requirements of the *Occupational Health and Safety Act*.

- 8.4 Recognizing its responsibilities under the applicable legislation, the Agency agrees to accept at least one (1) Health and Safety representative selected or appointed by the Union from amongst bargaining unit employees at each worksite, except for Toronto, which shall have at least three (3) Health and Safety representatives on the Joint Health and Safety Committee. Pursuant to the Act, where there are multiple worksites within 40km of one another, the Parties will consider and determine whether one or more committees are required for the purposes of this Article.

- 8.5 The Agency will ensure that there is one (1) OPSEU member certified from each worksite, as described in the *Occupational Health and Safety Act* R.S.O. 1990, as amended up to and including 1998 at the Agency. Such member on the committee will be selected or appointed by the Union. All issues relating to salary and costs associated with obtaining certification shall be in accordance with Article 15.10 (Education Leave).

- 8.6 The mandate of the JOHSC is to identify potential dangers and hazards, institute means of improving health and safety programmes and recommend actions to be taken to improve conditions related to safety and health.

- 8.7 Meetings shall be held every second month or more frequently at the call of a co-chairs, when requested. The Committee shall maintain minutes of all meetings and make the same available for review.

- 8.8 The Agency agrees to co-operate in providing necessary information to enable the Committee to fulfil its functions.

8.9 Time Off for Bargaining Unit Members

Bargaining unit members on the JOHSC are entitled to time off with no loss of pay in accordance with the *Occupational Health and Safety Act* to perform duties mandated by the Act.

8.10 Access to Accident and Health and Safety Incident Reports

The Agency shall cooperate and assist the JOHSC in fulfilling its functions. The Agency will abide by the *Occupational Health and Safety Act* on reporting of critical and/or non-critical injury and illness including reporting and notification requirements.

8.11 The Committee shall participate in all inquiries and investigations pursuant to the *Occupational Health and Safety Act*.

8.12 The Union agrees to fully support the Agency in promoting safety rules and practices. Additionally, the Union will encourage its members in the observation of all safety rules and practices.

8.13 Vaccines

Where the Agency identifies high risk areas where employees risk exposure to such pathogens as, including but not limited to, Hepatitis B or rabies, the Agency will provide, at no cost to the employees, the appropriate vaccines or immunizations.

VIDEO DISPLAY TERMINALS (VDT)

8.14 After each hour of continuous operation of a VDT, an employee shall be relieved of such duties for a period of ten (10) minutes to perform other duties away from the VDT.

8.15 At the beginning of assignment to a VDT and every twenty-four (24) months thereafter, an employee who is regularly required to operate a VDT or microscope for two (2) hours or more per day is entitled to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:

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

The cost of the eye examination, not to exceed \$50 for such examinations, shall be borne by the Employer, and the employee shall authorize release of a copy

of the examination report to the Employer.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

- 9.1 It is understood that the right of the Employer to discipline or dismiss employees shall be for just cause. The Employer's right to discipline or dismiss is subject to the right of an employee to grieve such action.
- 9.2 Employees shall have the right, upon request, to the presence of a Union Representative (in person or by phone) at any stage of the grievance procedure, including the complaint stage, or at any time when formal discipline is imposed. The Agency agrees that it will not discipline any employee without just cause. Where the Agency deems it necessary to suspend or discharge an employee, the Agency shall notify the Union, in writing, of such suspension or discharge.
- 9.3 For the purpose of this Agreement, a grievance is defined as a difference arising between a member of the bargaining unit and the Agency relating to the interpretation, application, administration or alleged violation of the Agreement.

9.4 Complaint Stage/Step 1

- a) It is the mutual desire of the parties hereto that complaints shall be adjusted as quickly as possible, and it is understood that an employee shall not file a written grievance until he has first given his or her immediate supervisor the opportunity of adjusting his or her complaint. Such complaint shall be discussed with his or her immediate supervisor within ten (10) working days from the event giving rise to the grievance, or from when the employee should have reasonably become aware of the event giving rise to the complaint.

The immediate supervisor shall provide a written decision to the complaint within ten (10) working days from the date of the complaint meeting. Failing satisfactory settlements, the complaint shall then be taken up as a written grievance within ten (10) working days following his or her immediate supervisor's written decision in the following manner and sequence.

- b) If the complaint under Article 9.4 (a) is not resolved, the employee may file a grievance in writing signed by the grievor, through the union, to the immediate supervisor with a copy to the Senior Labour Relations position. The grievance shall identify the nature of the grievance, the remedy sought, and should specify the provisions of the Agreement which are alleged to have been violated.

- c) The parties will have a period of up to twenty (20) working days from the date the grievance is filed to attempt to resolve the grievance, and in any case, to provide the Union with a formal written response setting out the Agency's position on the matter.
- d) **Step 2 Meeting(s)**
During the twenty (20) working day resolution period referred to above, the parties will attempt to resolve the matter(s) in dispute through a meeting or a series of meetings which shall involve the individuals with authority to resolve the grievance.
- e) If requested, the Employer shall provide the Union with relevant particulars relating to a grievance filed by the Union on behalf of a member or the Union itself during the grievance procedure.

If requested, the Union shall provide the Employer with relevant particulars relating to a grievance filed by the Union on behalf of a member or the Union itself during the grievance procedure.

In determining a date for the meeting the parties will consider:

- (i) the time needed for research, consultation and preparation for the meeting(s) and,
- (ii) the time needed, after the meeting, and before the expiry of the twenty (20) working day period, to conduct follow-up activities including the possibility of holding further meetings.

For these reasons the initial meeting will generally take place during the middle ten (10) working days of the twenty (20) working day period.

- f) In resolving the dispute, the parties will hold the meeting(s) as may be agreed, to thoroughly consider the grievance and attempt to find a resolution. The governing principle will be that the parties have a mutual interest in their own solutions and avoiding, if at all possible, having the decision made by an arbitrator.
- g) If the parties are unable to resolve the grievance, the Agency will provide the Union with a written response to the grievance by the end of the twentieth (20th) working day following the date of the filing of the grievance.
- h) The Union will then have a period of ten (10) working days from the date of the Agency's response to determine if the response is acceptable, or will refer the matter to arbitration.

- i) If the grievance is filed by the Agency, the Union will provide a response by the end of the twentieth (20th) working day following the date the grievance was filed. The Agency will have ten (10) working days from the date of the Union's response to determine if it will accept the Union's response or will refer the matter to arbitration.
- j) At any stage of the grievance procedure the parties may extend the time limits with mutual consent of the Agency and the Union.

9.5 Policy Grievance

A grievance arising directly between the Agency and the Union concerning the interpretation, application or alleged violation of the Agreement shall be originated at the level of the CEO, or his or her designate, within ten (10) working days following the circumstances giving rise to the grievance.

It is expressly understood, however, that the provisions of this Article may not be used with respect to a grievance directly affecting an employee which he or she could have instituted himself or herself and the regular grievance procedure shall not be thereby bypassed. Where the grievance is an Agency grievance it shall be filed with the Local Union President or designate.

9.6 Group Grievance

Where a number of employees have identical grievances and each one would be entitled to grieve separately, they may present a group grievance in writing through the Local Union, signed by each employee who is grieving and the Local Union President, or designate, to the CEO, or his or her designate, within ten (10) working days after the circumstances giving rise to the grievance have occurred. The grievance shall then be treated in the manner as set out for an individual grievance.

Up to three (3) grievors of the group shall be entitled to be present at all stages unless otherwise mutually agreed.

9.7 Discharge Grievance

The release of a probationary employee shall not be the subject of a grievance or arbitration.

The Agency agrees that it will not discharge, without just cause, an employee who has completed his or her probationary period. A claim by an employee who

has completed his or her probationary period that he has been unjustly discharged shall be treated as a grievance. Such grievance shall be submitted through the Local Union, signed by the grievor and the Local Union President, or designate, to the CEO of the Agency, or designate within five (5) working days after the date the discharge is effected. Such grievance may be settled by:

- (a) confirming the Agency's action in dismissing the employee, or
- (b) reinstating the employee with or without loss of seniority and with or without full compensation for the time lost, or
- (c) any other arrangement which may be deemed just and equitable.

9.8 Failing settlement under the foregoing procedure, any grievance, including a question as to whether the grievance is arbitrable, may be submitted to arbitration after the Step 2 meeting as herein provided. If no written request for arbitration is received within ten (10) working days after the decision under the foregoing procedure is given, the grievance shall be deemed to have been abandoned.

9.9 All agreements reached under the grievance procedures between the representatives of the Agency, the representatives of the Union and the grievor(s) will be final and binding upon the parties.

9.10 The parties to this agreement wish to encourage the settlement of grievances as soon as is possible and, wherever possible, without resort to arbitration. For these reasons:

- (a) The parties are encouraged to take advantage of the process for mediation / arbitration as provided for in S. 50 of the *Labour Relations Act, 1995* (R.S.O. 1995 as amended) (the "Act").
- (b) When the parties do not elect to use S. 50 of the *Act* in the period immediately following the referral of a matter to arbitration, the parties will commence a period of review. During this time they will each seek informed opinion with respect to the matter in dispute and consider whether the issues involved are such that the assistance of a mediator, or some form of early intervention, may be helpful. It is expected that this will occur within the first forty-eight (48) working days following referral of the matter to arbitration, avoiding the delay and costs that result from this process occurring immediately prior to an established hearing date.
- (c) By mutual agreement, the parties can create a list of arbitrators.

9.11 The parties agree that any matter referred to arbitration will be heard by a single arbitrator.

- 9.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, unless otherwise agreed.
- 9.13 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 9.14 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, or to alter, modify, add to or amend any part of this Agreement.
- 9.15 The proceedings of the Arbitration process will be expedited by the parties. The decision will be final and binding upon the parties hereto and the employee(s).
- 9.16 Each of the parties will share equally the fees and expenses of the Arbitrator.
- 9.17 The time limits set out in this Article are mandatory and failure to comply strictly with such time limits, except by the written agreement of the parties, shall result in the grievance being deemed to have been abandoned subject only to the provisions of section 45(8.3) of the *Labour Relations Act*, as amended. At any stage of the grievance procedure the parties may extend the time limits with mutual consent of the Agency and the Union.
- 9.18 Notwithstanding the time limits as set out herein, in the interest of bringing the matter to an expeditious conclusion, where the decision or response is provided in less than the number of days provided above, any subsequent response will measure from the receipt of the response.
- 9.19 For the purposes of this agreement, "working days" excludes Saturdays, Sundays and recognized holidays.
- 9.20 An employee who has a grievance, and is required to attend meetings between the parties of the grievance procedure, including the complaint stage, prior to referral to arbitration shall be given time off with no loss of pay and no loss of credits to attend such meetings.
- 9.21 Article 9.20 shall also apply to the Union Steward, if applicable.

9.22 Interest

Where a monetary award is issued arising out of a grievance or arbitration award, interest shall be payable as follows:

- (a) for the period commencing the date the grievance was filed or from the first documented record of the complaint in accordance with Article 9.4(a), whichever is earliest, until the decision:

- (1) interest shall be calculated at the quarterly prime rates, set by the Bank of Canada, averaged yearly for that period.
- (2) interest will be paid on all amounts owing, except where compensation is payable for back pay or any other amount that accrues over time, interest shall be calculated on one half of the compensation.
- (b) for the period from the date of the decision until the monetary award is paid, interest shall be payable on all amounts owing, payable at the prime rate set by the Bank of Canada, for the quarter before the decision.

ARTICLE 10 – DISCIPLINE

- 10.1 Any letter of reprimand, suspension or other sanction will be removed from the record/files of an employee twenty-four (24) months following the receipt of such a letter, suspension or other sanction provided that the employee's record/files have been clear of similar offences for the twenty-four (24) months. Any such letter of reprimand suspension or other sanction so removed cannot be used in any subsequent proceedings.
- 10.2 Each employee shall have reasonable access to his file for the purposes of reviewing any evaluations, letters of counselling or formal disciplinary notations contained therein. Such review shall take place in the presence of the employer. A copy of the above documents will be provided to the employee on request. An employee is entitled to place a written response to letters of counselling in his file.

ARTICLE 11 – SENIORITY AND SERVICE

11.1 Probationary Period

- a) The probationary period for all employees (full-time, part-time or temporary) shall be 942.50 hours worked from the date of last hire. Upon completion of the probationary period the employee shall be credited with seniority and service from the date of last hire.
- b) It is understood and agreed that the Agency, Union and Employee may agree to an extension to the probationary period. No extension will exceed an additional 471.25 hours worked.

- c) The release of a probationary employee shall not be the subject of a grievance or arbitration.

11.2 Accumulation of Seniority

- a) Seniority and service for full-time and part time employees shall be defined as the length of continuous service with the bargaining unit at the Agency since the date of last hire.

Service for full time and part time employees shall be defined as the length of continuous service with the agency.

Full-time employees will accumulate seniority on the basis of their continuous service in the bargaining unit from their last date hire, except as otherwise provided in the collective agreement.

- b) Part-time employees shall accumulate seniority on the basis of hours worked since the date of last hire.
- c) For the purpose of this Agreement it is agreed that employees who transferred with unbroken services from the Ontario Public Service (OPS) on December 15, 2008 to OAHPP shall have both service and seniority recognized.

11.3 Seniority List

An agency-wide seniority list, including the employees' names, date of hire, seniority, employment category (full time, part time, seasonal, or temporary), classification and location shall be maintained and provided to the Union twice annually. A copy of each seniority list shall be posted electronically and at each work site on or around April 1 and October 1 each year. A copy of each seniority list shall also be given to the AERC.

Separate seniority list will be maintained for Full Time employees and Part time/Temporary employees. Part Time/Temporary employees shall have their seniority expressed in hours worked.

11.4 Seniority shall be retained and accumulated when an employee is absent from work under the following conditions:

- a) when on an approved leave of absence with pay;
- b) when on an approved leave of absence without pay, not exceeding thirty (30) consecutive calendar days;

- c) when absent due to disability and in receipt of Short Term Sickness benefits, WSIB benefits, L.T.D. benefits, Employment Insurance benefits resulting from an absence due to illness or injury;
- d) In accordance with the *Employment Standards Act, 2000*, when on pregnancy leave (to a maximum of 17 weeks), parental leave (to a maximum of 35 weeks) or family medical leave.

11.5 Seniority shall be retained but not accumulated when an employee is absent from work under the following conditions:

- a) when on an approved leave of absence without pay, exceeding thirty (30) consecutive days ;
- b) when absent due to layoff.

11.6 Effect of Absence

- a) During an unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increments, vacation, sick leave, or any other benefit under any provision of the Collective Agreement or elsewhere, shall be suspended; the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly.
- b) In addition, the employee will become responsible for full payment of subsidized employee benefits in which he is participating for the period of the absence. The employee may arrange with the Agency to prepay the full premium of any applicable subsidized benefits in which he is participating during the period of leave in excess of thirty (30) continuous days to ensure continuing coverage.
- c) The Agency will continue to pay its share of the premiums of the subsidized employee benefits including pension, in which the employee is participating for a period from the commencement of the leave up to seventeen (17) weeks while an employee is on pregnancy leave and up to thirty-five (35) weeks while the employee is on parental leave (thirty-seven (37) weeks if the employee did not take pregnancy leave), or up to eight (8) weeks while the employee is on family medical leave, unless the employee does not intend to pay her contributions.
- d) The Agency agrees to provide, in response to an employee's request, his service and/or anniversary date.

11.7 An employee shall lose seniority and shall be deemed terminated when:

- a) leaves of his own accord;
- b) is discharged and the discharge is not reversed through the grievance or arbitration procedure;
- c) has been laid off without recall for twenty-four (24) months;
- d) is absent from scheduled work for a period of three (3) or more consecutive working days, without notifying the Agency of such absence and providing a reason satisfactory to the Agency;
- e) fails to return to work [subject to the provisions of (d)] upon termination of an authorized leave of absence without satisfactory reason or utilizes a leave of absence, without permission, for purposes other than that for which the leave was granted; or
- f) fails upon being notified of a recall to signify his intention to return within five (5) calendar days after he has received the notice of recall mailed by registered mail to the last known address according to the records of the Agency and fails to report to work within ten (10) calendar days after he has received the notice of recall or such further period of time as may be agreed upon by the parties.

11.8 Transfer of Seniority

Seniority and service shall be retained by an employee in the event he is transferred from full-time to part-time or vice versa. An employee whose status is changed from full-time to part-time shall receive credit for his seniority and service on the basis of 1,885 hours worked for each year of full-time seniority and service. An employee whose status is changed from part-time to full-time shall receive credit for his seniority and service on the basis of one (1) year of seniority and service for each 1,885 hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer. In any case, an employee cannot accrue more than 1,885 hours of seniority and service for a twelve (12) month period.

11.9 Transfer Outside of the Bargaining Unit

- a) An employee who is transferred to a position outside the bargaining unit for:
 - (i) a period of less than eighteen (18) months or such longer period as the

- parties may agree upon; or
- (ii) a specific term of appointment, including temporarily replacing an employee outside the bargaining unit

shall retain but not accumulate seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit within the time periods noted in (i) or (ii) above, he shall be credited with the seniority held at the time of transfer and shall resume accumulation from the date of his return to the bargaining unit.

- b) Notwithstanding the above, the parties recognize that there may be unique situations which arise where it may be appropriate for seniority and service to accrue for work outside the bargaining unit. Where such situations exist, the parties have the authority to negotiate the accumulation of seniority for such periods of time. Where the parties so agree, union dues will continue to be deducted.

- 11.10 Where an employee is temporarily assigned to a position in another bargaining unit for a period of more than thirty (30) days, he or she will on the thirty-first (31st) day commence paying dues and be governed by the terms of the Collective Agreement of the position to which he or she has been assigned except that pensions, insured benefits entitlements, and entitlements under Article 12 (Employment Stability) will continue to be governed by the rules applicable to the employee's position in the OPSEU bargaining unit, subject to Article 11.9.
- 11.11 When an employee is temporarily assigned to a non-bargaining unit position, he or she shall continue to pay dues to OPSEU and continue to be covered by the Collective Agreements for the entire term of the temporary assignment, subject to Article 11.9.

ARTICLE 12 – EMPLOYMENT STABILITY

12.1 Work of Bargaining Unit

Employees excluded from any bargaining unit shall not perform duties normally performed by employees in the bargaining unit which directly results in a layoff to an employee in the bargaining unit.

12.2 Contracting Out

During the term of this Agreement, the Agency shall not contract out work, usually performed by bargaining unit members if as a result of such contracting out, an

employee will be given a notice of layoff under Article 12.

It is understood that a transfer or assignment under this Article does not constitute a layoff.

The Agency may use any measure described in Article 12 (i.e. Early Retirement, Voluntary Exit, attrition, etc.), to create vacancies to avoid issuing notices of layoff to employees under Article 12.

Article 14 (Job Posting) shall not apply to employee assignments or transfers to vacant positions. In addition, an employee shall not be assigned or transferred to a position outside of their worksite or outside of their position.

12.3 It is understood that attrition can be used effectively as an employment stability strategy. The Agency agrees that, where possible in the first instance, it will utilize attrition and other voluntary measures as a means of reducing the workforce, which may include those described in Articles 12.8 (Early Retirement) and 12.9 (Voluntary Exit).

12.4 The Employment Stability process will begin at the time of giving notice to the Union. It is further understood that Article 12 will be exercised on either a regional site or department basis, unless otherwise agreed to in this Article.

The Employment Stability process will proceed in the following order:

- 1) Consultation with the Union under Article 12.5;
- 2) Employee elected opportunities under Articles 12.8 (Early Retirement) and 12.9 (Voluntarily Exit);
- 3) Employee vacancy and displacement opportunities under Articles 12.11 (Vacancies) and 12.12 (Displacement);
- 4) Implementation of layoffs and the resulting employee elections under Article 12.13.

It is understood that for the purposes of Article 12, the City of Toronto will be considered one regional site.

12.5 The Agency and the Union agree to work jointly to minimize any adverse effects of layoff on employees, and maximize creative approaches that meet the interests of both the Agency and the employees. Accordingly, in the event of such a layoff the Agency will:

- (a) provide the Union with no less than six (6) months notice;
- (b) within thirty (30) days of notice being given to the Union, and prior to giving written notice to the employees, jointly evaluate, plan and review:
 - i. the reason causing the layoff(s);

- ii. the service the Agency will undertake after the layoff;
- iii. how the Agency intends to effect the lay-off, including areas where layoffs will occur, and which employees will be laid off;
- iv. ways the Agency can assist employees to find alternate employment; and
- v. ways and means of avoiding or minimizing the impact, including:
 - identifying and reviewing possible alternatives to any action that the Agency may propose taking;
 - identifying and reviewing ways to address on-the-job retraining needs of employees;
 - identifying and approving Agency funded on the job training or tuition reimbursement to permit affected employees the opportunity to acquire the skills necessitated by the newer method of operation;
 - identifying vacant positions or temporary assignments within the Agency for which the laid off employees of the bargaining unit might qualify, or such positions which are currently filled but which are expected to become vacant within a twelve (12) month period; and
 - mapping bumping options for affected employees, to the extent possible.

To allow the AERC to carry out its mandated role under this Article, the Agency will provide the Committee with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the bargaining unit. The AERC shall maintain confidentiality with respect to any information disclosed pursuant to this Article unless otherwise agreed by the Agency and the Union. The information disclosed herein shall not be used for any other purposes than those anticipated by this Article.

- 12.6 Any agreement between the Agency and the Union resulting from the above review concerning the method of implementation will take precedence over the terms of this Agreement.
- 12.7 It is understood that for employees affected by a closure and/or relocation of a worksite, the provisions of Article 12 will apply. Notwithstanding Article 12.15, in such circumstances where the employee, Agency and Union agree to an assignment to a vacancy in another worksite, the provisions of Articles 14.1.5 and 14.1.6 a) shall apply.

12.8 Early Retirement Allowance

12.8 Before issuing notice of layoff pursuant to Article 12.10, and following notice pursuant to Article 12.5 a), the Agency will make offers of early retirement allowance in accordance with the following conditions:

- a) The Agency will first make offers in order of seniority in the same regional site and in the same positions where layoffs would otherwise occur. The Agency will offer the same number of early retirements as the number of layoffs it would otherwise make. Such offers will be made in writing and responded to by employees within fourteen (14) calendar days of receiving the offer.
- b) The Agency will make offers to employees eligible for early retirement under the OPT or HOOPP pension plans (including regular part-time).

Employees with the OPT may bridge to their pension as per the Letter of Understanding re: Pension Bridging. An employee who opts to bridge to their pension will be placed on a leave without pay in accordance with the Letter of Understanding regarding Pension Bridging. Upon completion of the leave without pay, the employee's employment will be deemed severed and the employee will receive his/her retirement allowance as per Article 12.8 d) less the total cost of the employee's and Agency's pension contributions during the leave without pay for the purposes of pension bridging.

It is understood that the provisions of the Letter of Understanding re: Surplus Factor 80 do not apply to Article 12.8.

- c) The number of early retirements the Agency approves will not exceed the number of employees in that classification who would otherwise be laid off.
- d) An employee who elects an early retirement option shall receive a retirement allowance of two (2) weeks salary for each year of service, to a maximum of fifty-two (52) weeks salary.

It is understood that only those employees who transferred to the Agency on December 15, 2008 or July 1, 2011 shall have service calculated to include all years with the OPS and with the Agency.

12.9 Voluntary Exit Option

12.9.1 If after making offers of early retirement, individual layoff notices are still required, prior to issuing those notices the Agency will offer a voluntary early exit option in accordance with the following conditions:

- a) The Agency will make offers in order of seniority in the same regional site or department and in the same positions where layoffs would otherwise occur. The Agency will offer the same number of voluntary exits as the number of layoffs it would otherwise make. Such offers will be made in writing and responded to by employees within fourteen (14) calendar days of receiving the offer.
- b) In no case will the Agency approve an employee's request under (a) above for a voluntary early exit option, if the employees remaining are not qualified to perform the available work.
- c) The number of voluntary early exit options the Agency approves will not exceed the number of employees in that positions who would otherwise be laid off. The last day of employment for an employee who accepts a voluntary early exit option will be at the Agency's discretion and will be no earlier than thirty (30) calendar days immediately following the Agency's offer.
- d) An employee who elects a voluntary exit option shall receive following completion of the last day of work, a voluntary exit option of two (2) weeks salary for each year of service, to a maximum ceiling of fifty-two (52) weeks of pay.

It is understood that only those employees who transferred to the Agency on December 15, 2008 or July 1, 2011 shall have service calculated to include all years with the OPS and with the Agency.

12.9.2 Tuition Reimbursement

An employee eligible to receive a voluntary exit offer under 12.9.1 may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000) where the employee accepts the 12.9.1 offer and where the employee produces receipts from an approved educational program within twelve (12) months of accepting the voluntary exit.

12.9.3 At each stage of the displacement process, the Agency will offer an employee who has received notice of layoff the voluntary exit package as described in Article 12.9.1 provided that:

- a) the employee has not previously been subject to a voluntary exit offer earlier in the Employment Stability Process; and
- b) the employee has the ability to displace another employee using the displacement process.

12.10 Notice of Lay off to Employees

Should the Agency determine that layoffs will result, it shall provide written notices of lay off to the affected employees in each identified positions. The Agency shall provide the affected employees with such notice at least four (4) months in advance of the effective date of the layoff. The Agency shall lay off employees in the reverse order of their seniority provided that the remaining employees have the qualifications and ability to perform the work.

The Parties agree that the notice provided to the employees runs concurrently with the notice provided to the Union.

Where a planned layoff results in the subsequent displacement of an employee under Article 12.12 (Displacement), the original notice to the Union provided in Article 12.5 (a) shall be considered notice to the Union of any subsequent layoff. Where a planned layoff results in the subsequent displacement of an employee under Article 12.12 (Displacement), such employee will be provided with three (3) months notice of layoff.

12.11 Vacancies

- a) An employee shall be assigned to a vacant position provided that:
 - i) the vacant position is in the same classification held by the employee; and
 - ii) the vacant position is within the same regional site or department; and
 - iii) the employee is qualified to perform the duties required by the vacant position; and
 - iv) there is no other employee in the regional site or department who has also received a notice of lay off and possesses greater seniority and is eligible for the vacant position.

If an employee does not accept an assignment within five (5) working days made under Article 12.11 (a), he or she shall be deemed to have elected

option (d) under Article 12.12 (Displacement) and shall forfeit all rights to displace another employee in the bargaining unit under this Article.

- b) If there is no vacancy in Article 12.11 (a), then an employee who has been identified as surplus shall be offered a vacant position outside of the employee's regional site or department provided that:
 - i) the vacant position is in the same classification held by the employee; and
 - ii) the employee is qualified to perform the duties required by the vacant position; and
 - iii) the employee is not eligible to be assigned to any vacancy under 12.11 (a); and
 - iv) there is no other employee in the regional site or department who has also received a notice of lay off and possesses greater seniority and is eligible for the vacant position.

If the employee accepts such a vacancy and a vacant position as contemplated under Article 12.11 (a) comes available within the employee's regional site or department after that acceptance but before the employee commences employment in the vacant position, the employee will be given the choice of either accepting the vacancy that has come available at the employee's regional site or department or filling the vacancy as contemplated under Article 12.11 (b).

An employee's refusal of an offer under Article 12.11 (b) shall result in the employee forfeiting his or her rights to displace bargaining unit employees outside the regional site or department under Article 12.12 (Displacement). However, the employee retains the right to displace the least senior employee in the next lower classification at their regional site or department as per Article 12.12 (c).

12.12 Displacement (Redeployment)

Each employee who has been identified as surplus and received a notice of lay off under Article 12.10 (Notice of Lay Off) shall elect one of the following options within five (5) working days of the receipt of the notice:

- a) displace the employee with the least seniority in the same position within the same regional site or department, provided that the surplus employee possesses greater seniority and possesses the required qualifications to perform the duties of the identified position. If the

surplus employee does not possess the required qualifications to perform the duties of the identified position, the surplus employee may displace the next least senior employee in the same position where the surplus employee has the required qualifications; or;

- b) displace the employee with the least seniority in the same classification in the Agency outside of the regional site or department, provided that the surplus employee possesses greater seniority and the required qualifications to perform the duties of the identified position; or;
- c) displace the employee with the least seniority in the next lower classification at the same regional site or department, provided that the surplus employee possesses greater seniority and the required qualifications to perform the duties of the identified position; or
- d) accept the lay-off and make an election under Article 12.13 (Entitlement Upon Layoff);
- e) An employee who does not provide his or her election in writing to the Agency within the five (5) working days of the receipt of the notice will be deemed to elect option 12.12 (d).
- f) For greater clarity, an employee will be deemed to have the required qualifications if that employee has the required skill and ability to perform the duties of the identified position with a training period of no more than two (2) months. Such training period may commence prior to the anticipated layoff.
- g) An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification consistent with the level he would have achieved in the lower classification based on his service and experience with the Agency.

12.13 Entitlements Upon Lay-off

An employee who has been laid off or displaced without recourse to Articles 12.12 a) or b) shall elect one of the following entitlements:

- a) accept the lay off and be placed on a recall list pursuant to Article 12.14 (Recall) for a period of twenty-four (24) months from the actual date the lay off begins; or
- b) accept the lay off and work through the notice period. Upon completion of

the notice period the employee's employment will be deemed severed and the employee will receive one (1) week severance pay per year of service, inclusive of the employee's *Employment Standards Act* severance entitlements; or

- c) with the Agency's consent, accept the lay off and receive pay in lieu of notice and not be required to report to work during the notice period. It is agreed and understood that during the period of notice the employee's wages and benefits will be maintained as if he or she were at work, and that his or her lay off will be deemed to have commenced at the end of the notice period. Upon completion of the notice period the employee's employment will be deemed severed and the employee will receive one (1) week severance pay per year of service, inclusive of the employee's *Employment Standards Act* severance.
- d) It is understood that only those employees who transferred to the Agency on December 15, 2008 shall have service calculated to include all years with the OPS and with the Agency.
- e) An employee who has been laid off under Article 12.12 (d) may be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000) upon production of receipts from an approved educational program within twelve (12) months of layoff.
- f) accept the lay off and be placed on a leave without pay from the actual date the lay off begins in accordance with the Letter of Understanding regarding Pension Bridging. Upon completion of the leave without pay, the employee's employment will be deemed severed and the employee will receive one (1) week severance pay per year of service as of the date the lay off would have taken effect had the employee not taken a leave of absence, inclusive of the employee's *Employment Standards Act* severance entitlements less the total cost of the employee's and Agency's pension contributions during the leave without pay for the purposes of pension bridging.

12.14 Recall

- 12.14.1 An employee shall have opportunity of recall from a layoff to an available opening in his or her former position, or an equal or lower paying position than the one from which the employee was originally laid off, in order of seniority, provided he/she has the qualifications and ability to perform the work, before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the collective agreement shall not apply until the recall process has been completed. An employee who is recalled shall be credited with the seniority he/she had at the time of the layoff.

For the purposes of recall rights under Article 12.14.1, it is agreed that an employee may indicate in writing up to two regional sites different from which he or she has been laid off to which he or she would be recalled.

- 12.14.2 An employee recalled to work in a different position from which he was laid off, or an employee who has displaced an employee in a lower position shall be entitled to return to the position he held prior to the layoff should a position become vacant within eighteen (18) months of the lay-off, provided that the employee remains qualified and able to perform the duties of his former position.
- 12.14.3 Full-time and part-time vacancies shall be considered separate for the purposes of this Article.
- 12.14.4 The Agency shall notify the employee of recall opportunity by registered mail, addressed to the last address on record with the Agency (which notification shall be deemed to be received on the fifth day following the date of mailing). The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report for work. The employee is solely responsible for his proper address being on record with the Agency.
- 12.14.5 An employee on recall may be employed pursuant to Article 2.03 (c) (i). Such an employee will be employed pursuant to the terms of the temporary position and not of the employee's regular position. Employees who accept such work shall retain but not accumulate seniority and retain full recall rights under Article 12.14.1. Should the employee be recalled, he or she shall be credited with service and seniority for all hours worked under this provision. Any assignments under this provision will be offered on a voluntary basis.
- 12.15 Relocation expenses will not be paid by the Agency for any relocation outside of the employee's regional site.
- 12.16 The Parties agree that the full-time and part-time layoff and recall rights shall be separate.

12.17 Career Transition Support

Surplus employees who have elected to work through their notice period according to Article 12.13 (a) may be provided with transition support which may include skills assessment, counselling and job search skills.

Time spent by the surplus employee in these activities will be with pay and no loss of credits.

12.18 Continuance of Insured Benefits

- 12.18.1 Except as provided in Article 12.18, all benefits coverage will cease at the end of the month in which the employee is laid off or resigns, save and except:
- a) a 31 day grace period following termination during which the insurance remains in force for Basic, Supplementary and Dependent Life Insurance; and
 - b) all coverage under the Dental Plan will cease on the date of termination of employment.
- 12.18.2 An employee who, pursuant to Article 12, is laid off or resigns and receives pay in lieu of notice may continue benefits coverage at his or her own expense for a period of twelve (12) months following lay-off or resignation by arranging to pay the full premiums, in advance, on a quarterly basis. An employee who is on recall may continue benefits coverage at his or her own expense for up to twenty-four (24) months or until recalled. For the purposes of Article 12.18.2, it is understood that benefits coverage does not include Article 16 (Short Term Sickness Plan) and Article 16 (Long Term Disability).
- 12.18.3 Failure by the employee to pay the premiums as specified in Article 12.18.2 will disentitle the employee to any further benefits under Article 12.18.
- 12.19 It is understood that Article 14 (Job Posting) will not apply to the assignment or recall of an employee under Article 12.
- 12.20 Article 12 does not apply to probationary or temporary employees.
- 12.21 Full Time employees, Part Time and Temporary employees will be treated as separate groups for the purposes of this article
- 3 Separate groups FT Employees
PT Employees
Temp Employees

ARTICLE 13 – TECHNOLOGICAL CHANGE

- 13.1 Where it is necessary to release an employee who has completed his or her probationary period, because of the introduction of technological change in equipment or methods of operation, notice in advance of the change shall be given to the employee affected and to the Union. The amount of advance notice shall be as per the notice requirements in Article 12 (Employment Stability). For greater certainty, it is understood that such notice shall not operate so as to extend any other notice to be given under this Agreement, and it may run

concurrently with any such other notice.

- 13.2 The matter will then be referred to the Local and Agency Employee Relations Committees to discuss and to attempt to resolve any outstanding issues with relation to the reallocation and retraining of the affected employees.

ARTICLE 14 – JOB POSTING, PROMOTION / PAY ADMINISTRATION AND TRANSFER

14.1 Job Posting

- 14.1.1 Where a vacancy, permanent or temporary, occurs for a bargaining unit position or a new position is created in the bargaining unit, it shall be posted for at least ten (10) working days prior to the established closing date. Where practicable, notices of vacancies shall be posted electronically and on the bulletin board in the worksite where the vacancy occurs.

Employees will have the right to use the workplace computers and printers to access the Agency's website during breaks.

- 14.1.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, the hours of work schedule, the work location where the position currently exists, and that the position is represented by the Union.
- 14.1.3 In filling a vacancy, the Agency shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, bargaining unit seniority shall be the governing factor.
- 14.1.4 An applicant who is invited to attend an interview within the Agency shall be granted time off with no loss of pay and with no loss of credits to attend the interview, provided that the time off does not unduly interfere with operating requirements.
- 14.1.5 Relocation expenses shall be paid in accordance with the provisions of the Employer's policy. Relocation expenses shall not be paid to employees who apply for and are accepted to a job posting.
- 14.1.6 a) With the agreement of the Union, the employee and the Agency, an employee may be assigned to a vacancy where the vacant position is identical to the position occupied by the employee, and the provisions of Article 14.1 shall not apply.
- b) The assignment of an employee to a vacancy in accordance with Articles

12 (Employment Stability), 14.2 (Promotion/ Pay Administration), 15.2 (Leave – Special), 15.6 (Pregnancy Leave), 15.7 (Parental Leave) and 16 (Long Term Income Protection), shall have priority over an assignment under Article 14.1.6.

- 14.1.7 Where the duties of a position are modified to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.
- 14.1.8 Notwithstanding Article 14.1.1, the Agency may hire qualified candidates who previously applied for a similar vacancy or new position provided that a competition was held during the previous twelve (12) months. The Agency in these circumstances is not required to post or advertise the vacancy or new position. Where the Agency uses this provision, it shall notify the Agency Employee Relations Committee where the vacancy or new position exists ten (10) calendar days prior to filling the vacancy or new position.
- 14.1.9 Employees who are successful under the job posting process for a permanent position may not be considered for another posting/position until the expiration of six months from the start date of their new position.

14.2 Promotion and Pay Administration

- 14.2.1 Promotion occurs when the incumbent of a position is assigned to another position in a class with a higher maximum salary than the class of his or her former position.
- 14.2.2 An employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to his or her present rate of pay, except that:
 - (a) where such a change results in an increase of less than five percent (5%), he or she shall receive the next higher salary rate again, which amount will be considered as a one-step increase;
 - (b) a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note.
- 14.2.3 Where an employee:
 - (a) at the maximum rate of a salary range is promoted, a new anniversary date is established based upon the date of promotion;

(b) at a rate less than the maximum in the salary range is promoted and receives a promotional increase:

(1) greater than a one-step increase, a new anniversary date based on the date of promotion is established;

(2) of one step or less, the existing anniversary date is retained.

- 14.2.4 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made is entitled to salary progression to the maximum salary of the higher classification including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.
- 14.2.5 An employee to whom Article 14.2.4 applies is entitled to be appointed to the first vacant position in his or her former class that occurs in the same laboratory, office work area or region in which he or she was employed at the time the reclassification was made.
- 14.2.6 Where a position is reassessed and is reclassified to a class with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to salary progression to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.
- 14.2.7 Where, for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary, he or she shall not receive any salary progression or salary decrease for a period of six (6) months after his or her assignment, and if at the end of that period, he or she is unable to accept employment in his or her former classification, he or she shall be assigned to a classification consistent with his or her condition.
- 14.2.8 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate he or she was receiving at the time of demotion, effective from the date of his or her demotion.
- 14.2.9 It is understood that where an employee is assigned to a position pursuant to Articles 14.2.7 or 14.2.8, the provisions of Article 14.1 (Job Posting) shall not apply.

14.3 Temporary Assignments

- 14.3.1 Where an employee is assigned temporarily to perform the duties of a position in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, he or she shall be paid acting pay from the day he or she commenced to perform the duties of the higher classification in accordance with the next higher rate in the higher classification, provided that where such a change results in an increase of less than five percent (5%), he or she shall receive the next higher salary rate again. Acting pay shall not exceed the maximum of the salary range of the higher classification.
- 14.3.2 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower maximum salary, he or she shall continue to be paid at the rate applicable to the classification from which he or she was assigned.
- 14.3.3.1 Article 14.1 (Job Posting) shall not apply to Temporary Assignments under 14.3 for vacancies not greater than nine (9) months' duration, subject to 14.3.3.2.
- 14.3.3.2 Article 14.1 (Job Posting) shall not apply to Temporary Assignments under 14.3 for vacancies not greater than twelve (12) months' duration where the temporary assignment occurs because of a pregnancy or parental leave or for vacancies caused as a direct result of long term illnesses or WSIB absences.
- 14.3.4 Where a temporary vacancy has been filled pursuant to Article 14 and the incumbent has filled the position for at least eighteen (18) months, the Agency may assign him or her to the position on a permanent basis and Article 14.1 does not apply.
- 14.3.5 A full-time or part-time employee appointed to a temporary position shall maintain his or her full-time or part-time status. Upon completion of a temporary vacancy the employee will be returned to his or her former position. Such employee shall continue to accumulate seniority while filling a temporary vacancy. An employee who returns to their former position shall be entitled to all salary adjustments which they would have received if they had not been assigned to the temporary position.

ARTICLE 15 – LEAVES OF ABSENCE

15.1 Personal Leave

Leave of absence without pay may be granted for personal reasons. Requests for such leaves will be made in writing by the employee no less than twenty one (21) calendar days prior to the requested start date of the leave and a response

will be provided as soon as possible.

15.2 Leave – Special

Leave of absence with pay may be granted for special or compassionate purposes.

15.3 Union Leave

15.3.1 Local Union Business Leave

- a) Upon at least ten (10) working days written notice by the Union, leaves of absence without pay but with no loss of credits shall be granted to attend Union functions provided that this leave does not unduly interfere with the operations of the Agency. Such leave will not be unreasonably denied. The Parties agree that the cumulative amount of days taken under this section shall not exceed (75) days. It is understood that when the maximum has been reached, the Agency is under no obligation to grant any further such days.
- b) Upon at least ten (10) working days written notice by the Union, members of the Union selected for leaves of absences under Article 7.3 (Negotiating Committee) shall also be granted reasonable time off to attend Union bargaining team caucus sessions held immediately prior to such negotiations, mediations or interest arbitrations provided that the leave does not unduly interfere with the operations of the Agency. Such leave shall not be unreasonably denied.
- c) Reimbursement to the Agency for leaves under Article 15.3.1 shall include wages plus an amount of twenty percent (20%) in lieu of benefit costs and other Employer contributions.

15.3.2 Union Leave for Executive Board Members

Upon request by the Union, confirmed in writing, and provided that reasonable notice is given, leave of absence with no loss of pay and with no loss of credits shall be granted to employees elected as Executive Board Members and Executive Officers of the Union, for the purpose of exercising the duties of such appointment.

The Union will reimburse the Agency for the salary paid to members of the Executive Board and the Executive Officers granted leave as per Article 15.3.1 c).

15.3.3 Union Leave for Full-time Positions

- a) When an employee is elected as the Union's President or First Vice-President, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.
- b) During the term of such leave of absence, the Union will reimburse the Agency for the salary paid to the employee on such leave of absence and contribute the Employer's share of contributions to the Pension Plan and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of attendance credits accumulated during the leave of absence. The Union will make the Employer's contribution for Employment Insurance.
- c) On completion of the employee's term of office, the President or First Vice-President may return to their previous employment and service shall be deemed to be continuous for all purposes. Any leave of absence extending beyond the initial term of office of the President or First Vice-President shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave of absence.

- 15.3.5
- a) All requests for leave of absence permitted under this Article shall be sent to the Chief Human Resources Officer. It is understood that leaves requested by the Union may be withheld if such leaves interfere with the operating requirements of the Employer.
 - b) The employee shall discuss any required leave with his or her supervisor at the earliest convenience.

15.4 Bereavement Leave

- a) An employee shall be allowed up to four (4) days leave of absence with pay in the event of the death of a parent, spouse, child or spouse's child. "Spouse" for the purposes of bereavement leave will include a partner of the same sex.

An employee shall be allowed up to three (3) days leave of absence with pay in the event of the death of a mother-in-law, father-in-law, stepson, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, guardian, stepmother, stepfather,

step-grandparent, step-grandchild.

- b) An employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay in the event of the death and to attend the funeral of his or her aunt, uncle, niece or nephew.
- c) In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in a) and b) above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

15.5 Jury and Witness Duty

Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness to which the Crown is a party, the employee may, at his or her option:

- (a) treat the absence as leave without pay and retain any fee he or she receives as a juror or as a witness; or
- (b) deduct the period of absence from his or her vacation leave of absence credits or his or her accumulated compensating leave and retain any fee he or she receives as a juror or as a witness; or
- (c) treat the absence as leave with pay and pay to the Agency any fee he or she has received as a juror or as a witness.

15.6 Pregnancy Leave

- a) The Agency shall grant leave of absence without pay to a pregnant employee with at least thirteen (13) weeks of continuous service prior to the commencement of the pregnancy leave.
- b) The leave of absence shall be in accordance with the provisions of the *Employment Standards Act 2000*.
- c) Notwithstanding Article 16 (Short Term Sickness Plan), Articles 20.2 and 20.3 (Vacations and Vacation Credits) and the Letter of Understanding re: Termination Payments, vacation credits, seniority and service continue to accrue during the pregnancy leave.
- d) A full-time or part-time employee entitled to pregnancy leave under this article, who provides the Agency with proof that she is in receipt of employment insurance pursuant to the *Employment Insurance Act, (Canada)*, shall be paid an allowance in accordance with the Supplementary

Unemployment Benefit Plan.

- e) In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented,

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 the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.
- f) Notwithstanding Article 21 (Health and Welfare Benefits), an employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so.
- g) An employee on pregnancy leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of credits for not more than thirty-five (35) weeks. This leave shall be in accordance with the provisions of parental leave granted under Article 15.7 (Parental Leave).
- h) An employee returning from a pregnancy leave shall be assigned to the position she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- i) In accordance with Articles 15.6 (e) and (f), the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, including any retroactive salary adjustment to which she may become entitled during the leave.
- j) The pregnancy leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy

leave began or the day that is six (6) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

k) Transfer of Pregnant Employees

Pregnant employees may request to be transferred from their current duties if, in the professional opinion of the employee's physician the pregnancy may be at risk. If such a transfer is not feasible, the pregnant employee, if she so requests, will be granted an unpaid leave of absence before commencement of the current contractual maternity leave provisions

15.7 Parental Leave

- a) The Agency shall grant a parental leave of absence without pay to an employee with at least thirteen (13) weeks of continuous service prior to the commencement of the parental leave.
- b) Notwithstanding Article 16 (Short Term Sickness Plan), Articles 20.2 and 20.3 (Vacations and Vacation Credits) and the Letter of Understanding re: Termination Payments, vacation credits, seniority and service continue to accrue during the parental leave.
- c) 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. Parental leave shall end thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave, or on an earlier day if the person gives the Agency at least four (4) weeks' written notice of that day.
- d) Notwithstanding Article 21 (Health and Welfare Benefits), an employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.

- e) Except for an employee to whom Article 15.6 (Pregnancy Leave) applies, an employee on parental leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a further consecutive leave of absence without pay but with accumulation of credits for not more than six (6) weeks.
- f) A full-time or part-time employee who is entitled to parental leave and who provides the Agency with proof that he or she is in receipt of employment insurance benefits pursuant to the *Employment Insurance Act, (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- g) In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (i) where an employee elects to serve the two (2) week waiting period under the *Employment Insurance Act Canada* before receiving benefits under that Act, for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for his or her classification, which she was receiving on the last day worked prior to the commencement of the leave, which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented,
 - (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 the leave, which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented,
- h) An employee returning from a leave of absence under Articles 15.7 (a) or (e), shall be assigned to the position she most recently held, if it still exists, or to a comparable position, if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave of absence.
- i) In accordance with Article 15.7 (g), the Supplementary Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the leave, including any retroactive salary adjustment to which she may have been entitled during the leave.

15.8 Military and Reservist Leave

The *Employment Standards Act, 2000* shall govern any reservist leave. Seniority and credit for length of service will continue to accrue for the duration of the leave.

The Agency may grant one week of military or reservist leave with pay in a calendar year for the purpose of Canadian Forces Reserve training.

15.9 Self-Funded Leave

- a) An employee may apply to participate in the self-funded leave plan as permitted under the *Income Tax Act (Canada)* in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year and not more than four (4) years. The terms and conditions of a self-funded leave application must be approved in writing by OAHPP a minimum of four (4) months prior to the commencement of the plan.
- b) The funds being deferred will be held in a trust account with the financial institution the Agency selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.
- c) Notwithstanding Article 21 (Health and Welfare Benefits), during the leave the employee's insured benefits will be continued where the employee continues to pay for his or her portion.
- d) On return from the leave, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that he or she had attained when the leave commenced. If the position no longer exists the employee shall be assigned to a position at the same class and level.

15.10 Education Leave

Where the Agency directs and the employee agrees to take an educational course to upgrade or acquire new employment qualifications such employee shall not lose regular pay because of necessary absence from work due to participation in such course. The Agency shall pay the full cost of such course in advance. The Employee may apply to the Agency for a reasonable advance to cover additional costs associated with the course.

ARTICLE 16 – SHORT TERM SICKNESS AND LONG TERM DISABILITY PLANS / WORKPLACE SAFETY AND INSURANCE

SHORT TERM SICKNESS PLAN

- 16.1 An employee who is unable to attend to his or her duties due to sickness or injury is entitled to leave of absence with pay as follows:
- (a) with regular salary for the first six (6) working days of absence,
 - (b) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence,
- in each calendar year.
- 16.2 An employee is not entitled to leave of absence with pay under Article 16.1 until he or she has completed twenty (20) consecutive working days of employment.
- 16.3 Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, he or she is not entitled to leave of absence with pay under Article 16.1 for more than one hundred and thirty (130) working days in the two (2) years until he or she has returned to work for twenty (20) consecutive working days.
- 16.4 An employee who has used leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Article 16.1 must complete twenty (20) consecutive working days before he or she is entitled to further leave under Article 16.1 in the next calendar year.
- 16.5 The pay of an employee under this article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.

USE OF ACCUMULATED CREDITS

- 16.6 An employee on leave of absence under Article 16.1 (b) may, at his or her option, have one-quarter ($\frac{1}{4}$) of a day deducted from his or her accumulated credits (vacation or overtime credits) for each such day of absence and receive regular pay.
- 16.7 An employee who is absent from his or her duties due to sickness or injury beyond the total number of days provided for in Article 16.1 shall have his or her accumulated vacation and overtime credits reduced by a number of days equal to such absence and he or she shall receive regular pay for that period.

- 16.8 Article 16.7 does not apply to an employee when he or she qualifies for and elects to receive benefits under the Long Term Disability Plan. (See Article 20.11)
- 16.9 Where, for reasons of health, an employee is frequently absent or unable to perform his or her duties, the Employer may require him or her to submit to a medical examination at the expense of the Employer.
- 16.10 After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager, certifying that the employee is unable to attend to his or her official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than five (5) days. The Agency shall pay for such medical certificates for absences less than five (5) days and the certificate is required by the Employer.
- 16.11 Employees returning from Long Term Disability Plan to resume employment must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 16.12 For the purposes of this article, twenty (20) consecutive working days of employment shall not include vacation leave of absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his or her duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.
- 16.12.1 An employee who suffers an illness or injury during their approved vacation may only convert vacation day(s) to sick day(s) if they are admitted to a hospital for that specific or illness.

ATTENDANCE REVIEW MEETINGS

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

LONG TERM DISABILITY

16.14 The Employer shall pay one hundred percent (100%) of the monthly premium of the Long Term Disability (L.T.D.) plan.

16.14.1 (a) The L.T.D. benefit is sixty-six and two-thirds percent (66-2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

(b) For part-time employees who are eligible to receive Long Term Disability, the L.T.D. benefit shall be pro-rated based on the proportion of the part-time employee's weekly hours of work to the normal hours of work for the class as follows:

$$\frac{\text{Weekly Hours of Work}}{\text{Normal hours of work for class (weekly)}} \times \text{Monthly amount}$$

The L.T.D. benefit to which an employee is entitled shall be increased for each employee by an amount equal to the annual increase in the Consumer Price Index for Ontario. The amount of the adjustment will be based on the change in the Consumer Price Index for Ontario for the twelve (12) month period ending September 30th of each year and will be applied to monthly payments beginning the following January. The increase shall be based on the amount the employee was receiving the day before the increase takes effect.

16.14.2 An employee who suffers an illness or injury during their approved vacation may only convert vacation day(s) to sick day(s) if they are admitted to a hospital for that specific injury or illness.

16.15.1 The L.T.D. benefit to which an employee is entitled under Article 16.14.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for:

a) Workplace Safety & Insurance benefits paid for an unrelated disability and non-economic loss awards; and

b) Canada Pension Plan (CPP) disability payments for dependents;

and such benefits are payable until recovery, death or the end of the month in which the employee reaches age sixty-five (65).

16.15.2 The L.T.D. benefits commence after a qualification period of six (6) months from

the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.

- 16.15.3 Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform the essential duties of his or her normal occupation during the qualification period, and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the essential duties of any gainful occupation for which he or she is reasonably fitted by education, training or experience.
- 16.16 The Employer will continue to make pension contributions and premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.D. benefits under the plan, unless the employee is supplementing a Workplace Safety and Insurance award.
- 16.17 A record of employment, if required in order to claim Employment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 16.18 The L.T.D. coverage will terminate at the end of the calendar month in which an employee ceases to be an employee of the Agency. If the employee is totally disabled on the date his or her insurance terminates, he or she shall continue to be insured for that disability.
- 16.19 If, within three (3) months after benefits from the L.T.D. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.D. benefit approved for the original disability will be reinstated immediately.
- 16.20 If an employee who is in receipt of L.T.D. benefits is resuming employment on a gradual basis during recovery (less than the regularly scheduled hours of work of that employee), partial benefits shall be continued during rehabilitative employment.

"Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.D. will take into account the employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.D. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with the Agency or with another employer.

- 16.21 The L.T.D. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of his or her earnings as at the date of commencement of total disability.
- 16.22 Employees while on rehabilitative employment with the Agency will earn vacation credits as set out in Article 20 (Vacations and Vacation Credits).
- 16.23 Where an employee returning from L.T.D. cannot return directly into his or her home position and the employee cannot be accommodated through the Modified Work (Article 22) provisions of this Agreement, Article 12 (Employment Stability) shall apply, with the necessary modifications.
- 16.24 An employee who is assigned, under Article 16.23, to a vacancy in accordance with Article 12.10 shall, for a period of six (6) months, be paid at the same step he or she had attained in the salary range of the classification of the position he or she occupied prior to disability. At the end of that period he or she shall be paid at a rate within the salary range of the classification of the position to which he or she has been assigned.

WORKPLACE SAFETY AND INSURANCE

- 16.25 Where an employee is absent by reason of an injury or an occupational disease for which a claim is made under the *Workplace Safety and Insurance Act*, his or her weekly rate of pay shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which he or she is entitled under Articles 16.1 and 16.6 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 16.26 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance Act*, his or her weekly rate of pay shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or occupational disease, and any absence in respect of the injury or occupational disease shall not be charged against his or her credits.
- 16.27 Where an award is made under the *Workplace Safety and Insurance Act* to an employee that is less than the regular weekly rate of pay of the employee and the award applies for longer than the period set out in Article 16.26 and the employee has accumulated credits, his or her regular weekly rate of pay may be paid and the difference between the regular weekly rate of pay paid after the period set out in Article 16.26 and the compensation awarded shall be converted to its equivalent time and deducted from his or her accumulated credits.

- 16.28 Where an employee receives an award under the *Workplace Safety and Insurance Act*, and the award applies for longer than the period set out in Article 16.26 (i.e. three [3] months), the Employer will continue subsidies for Basic Life, Long Term Disability, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award.
- 16.29 Where an employee is absent by reason of an injury or an occupational disease for which an award is made under the *Workplace Safety and Insurance Act*, the employee shall not be entitled to a leave of absence with pay under the Short Term Sickness Plan (Article 16) as an option following the expiry of the application of Article 16.26.

ARTICLE 17 – HOURS OF WORK AND OVERTIME

The following provisions designating normal hours of work shall not be construed to be a guarantee of hours of work.

- 17.1.1 The normal hours of work for full time employees shall be as per Article 2.3(b) unless otherwise established by the Agency with notice given to the AERC.
- Where the Agency and the Union agree, subject to the approval of the Ministry of Labour, other arrangements regarding hours of work may be entered into between parties with respect to shifts beyond the normal hours of work.
- 17.1.2 An employee is entitled to forty-eight (48) consecutive hours off per week which shall be referred to as scheduled time off. The time off may be non-consecutive if agreed upon by the employee and the Agency.
- 17.1.3 For a shift that commences on one calendar day and ends on the following calendar day, all hours worked on that shift, shall be treated as falling wholly within the calendar day on which the shift commenced.
- 17.1.4 **Split Shifts**
There shall be no split shifts, unless mutually agreed upon by the Agency and the employee.

17.2 Overtime

- 17.2.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1½) times the employee's regular hourly rate.
- 17.2.2 In this Article, "overtime" means an authorized period of work, calculated to the

nearest half-hour, and performed in addition to the normal hours of work in one day or normal hours of work in one week, whichever is applicable.

- 17.2.3 In the assignment of overtime, the Agency agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- 17.2.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- 17.2.5 When an employee elects to receive compensating leave in lieu of pay, he or she shall take the leave in lieu of pay within four (4) months of the pay period within which the overtime was actually worked. If the employee does not take leave in lieu of pay within four (4) months of the pay period, the Agency shall pay the employee the overtime rate for the overtime worked.
- 17.2.6 The Agency agrees to pay two (2) hours of overtime for each instance where the employee:
 - a) returns to work on her scheduled day off; and
 - b) knows before the end of her previous shift that she has to return to work; and
 - c) returns to work to set up, read, analyze, interpret and/or report test results; and
 - d) performs this work in less than two (2) hours.

If the employee works more than two (2) hours, overtime as per Article 17.2 shall apply.

Part-time Employees Only

- 17.2.7 The normal hours of work for part-time employees shall be as per Article 2.3(b) unless otherwise established by the Agency with notice given to the AERC.
- 17.2.8 Part-time employees shall be entitled to overtime pay at the rate of time and one-half their regular straight time hourly rate for all hours worked in excess of eight (8) hours in one shift or thirty-six and one quarter (36¼) in one week.
- 17.3 Rest Periods

Employees shall be entitled to relief periods during the shift on the basis of fifteen (15) minutes, subject to operational requirements, for each full half shift. For employees entitled to two (2) rest periods, such rest periods can be combined where the Agency agrees.

17.4 Leave Credits Reports

As soon as practicable following the end of each quarter, every employee shall be advised of the number of vacation and attendance credits to which he or she is entitled.

17.5 **Shift Schedules**

- 17.5.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he or she shall be paid time and one half (1½) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the Agency's control.
- 17.5.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1½) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article 17.2 (Overtime) or Article 18.4 (Call Back).
- 17.5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the Agency.
- 17.5.4 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.

ARTICLE 18 – PREMIUM PAYMENTS AND TRANSPORTATION / MEAL ALLOWANCE

- 18.1 An employee shall receive a shift premium of seventy-eight cents (\$0.78) per hour for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked.

Effective July 13, 2011, an employee shall receive a shift premium of one dollar and thirty cents (\$1.30) per hour for all hours worked between 6:00 p.m. and 6:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this

period, the premium shall be paid for all hours worked.

- 18.2 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- 18.3 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

18.4 Call Back

- 18.4.1 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of four (4) hours pay at one and one-half (1½) times his or her basic hourly rate. An employee called back to work on a holiday shall be paid a minimum of four (4) hours pay at double (2) times his or her basic hourly rate.

In the event that four (4) hour periods for successive call-ins overlap, however, the employee will not be entitled to more than time and one-half (1.5) his regular straight time hourly rate in respect to the period(s) of overlap.

In the event that such four (4) hour period overlap and extends into his regular shift he will receive the four (4) hour guarantee payment at time and one half (1.5) and his regular hourly rate for the remaining hours of his regular shift. The reference to leaving the premises referred to above will not be applicable where an employee remains on the premises on standby arrangement with the Agency.

It is agreed that Article 18.4.1 does not apply to employees defined in Article 2.3 c) (i).

- 18.4.2 Where an employee is contacted by the Agency outside the workplace prior to the starting time of his or her next scheduled shift, but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of two (2) hours' of pay at one and one-half (1½) times his or her basic hourly rate. The initial call and any subsequent calls during that same two-hour period, will be treated as a single "call back to work" for pay purposes. It is agreed that Article 18.4.2 does not apply to employees defined in Article 2.3 c) (i). This provision shall apply to telephone consultations on holidays as described in Article 19.1.

18.5 Stand-By Time

- 18.5.1 "Stand-By Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:

- (a) immediately available to receive a call to return to work, and
- (b) immediately available to return to the workplace.

- 18.5.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- 18.5.3 Where stand-by is not previously authorized in writing, payment as per Article 18.5.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- 18.5.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half ($\frac{1}{2}$) his or her basic hourly rate with a minimum credit of four (4) hours pay at his or her basic hourly rate.

18.6 On-Call Duty

- 18.6.1 "On-Call Duty" means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond within a reasonable time to a request for:
- (a) recall to the work place, or
 - (b) the performance of other work as required.
- 18.6.2 It is understood that a return to the workplace may not be necessary in all situations.
- 18.6.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles 18.6.1 (a) or (b), call back pay or overtime pay shall be substituted, respectively, for the on call premium.
- 18.6.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.
- 18.6.5 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control. The Employer shall continue its practice of taking into account employee preferences in determining which employees are required to be on-call, and when.
- 18.6.6 Where on-call is not previously authorized in writing, payment as per Article 18.6.7 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.

- 18.6.7 Where an employee is required to be on-call, he or she shall receive one dollar (\$1.00) per hour for all hours that he or she is required to be on-call.

18.7 Meal Allowance

- 18.7.1 Effective July 13, 2011, an employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six dollars (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.
- 18.7.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his or her work place.
- 18.7.3 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

18.8 Reporting Pay

An employee who reports to work as scheduled, unless otherwise notified by the Agency, shall receive a minimum of two (2) hours' pay at her or his regular straight time hourly rate. The employee shall be required to perform any duties assigned by the Agency which she or he is capable of doing, if her or his regular duties are not available.

- 18.9 If an employee is required to use his or her own automobile on the Employer's business the following rates shall be paid:

As per a voluntary agreement to standardize Km rates within PHO Nov 8/2013

<u>Kilometres Driven</u>	<u>Southern Ontario</u>	<u>Northern Ontario</u>
0 - 4,000 km	0.40. ¢/km	0.41 ¢/km
4,001 - 10,700 km	0.35 ¢/km	0.36 ¢/km
10,701 - 24,000 km	0.29 ¢/km	0.30 ¢/km
over 24,000 km	0.24 ¢/km	0.25 ¢/km.

Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31,

inclusive).

- 18.10 The use of privately owned automobiles on the Employer's business is not a condition of employment.

18.11 Time Credits While Travelling

- 18.11.1 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the Agency.
- 18.11.2 When travel is by public carrier, except municipally operated transit systems, time will be credited from one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination.
- 18.11.3 When travel is by automobile and the employee travels directly from his or her home or place of employment, time will be credited from the assigned hour of departure until he or she reaches his or her destination and from the assigned hour of departure from the destination until he or she reaches his or her home or place of employment.
- 18.11.4 When sleeping accommodation is provided, the hours between eleven (11:00) p.m. and the regular starting time of the employee shall not be credited.
- 18.11.5 When an employee is required to travel on his or her regular day off or a holiday listed in Article 19 (Holidays), he or she shall be credited with a minimum of four (4) hours.
- 18.11.6 All travelling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.

ARTICLE 19 – HOLIDAYS

For Full Time Employees Only

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

New Year's Day	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Two (2) Float Holidays	

Employees shall be credited with two (2) float holidays on January 1st of each calendar year. Newly hired employees shall be credited with two (2) float holidays if he or she commences employment before July 1st, and one (1) float holiday if he or she commences employment on or after July 1st.

Each employee must provide the Agency notice of twenty (20) calendar days prior to taking a float holiday. The Agency shall grant the employee the float holiday, subject to operational requirements. It is understood that these float holidays will not be carried over or paid out at the end of the year or end of the employment relationship if they are not used.

In the event the Federal or Provincial Government declares an additional holiday during the term of this Agreement, such holiday will be substituted for one of the above-mentioned holidays.

- 19.2 When a holiday specified in Article 19.1 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.

19.3 **Holiday Payment**

Where an employee works scheduled hours on a designated holiday included under Article 19 (Holidays) of the Agreement, he or she shall be paid at the rate of two (2) times his or her regular hourly rate for all regularly scheduled hours worked with a minimum credit of seven and one-quarter (7¼) or eight (8) hours, as applicable. In addition, an employee shall receive either a day off in lieu to be taken within four (4) months of the holiday, subject to the operational requirements of the Agency or holiday pay at his or her basic hourly rate. If the day off in lieu is not taken within the four (4) month timeframe, it shall be paid out during the employee's next pay period.

Premium payment for call backs and telephone consultations on holidays will be paid as per Article 18.4.1 and 18.6.2.

No employee will receive more than double (2X) time credit for hours worked on a designated holiday plus either a paid day off or equivalent pay.

- 19.4 Those employees whose work schedules are subject to rotating work weeks which include regularly scheduled weekend work on a regular or recurring basis shall have the Canada Day, Christmas Day, Boxing Day and New Year's Day holidays designated as July 1st, December 25th, December 26th and January 1st, respectively, and Article 19.2 shall have no application to these employees in

respect of these holidays.

- 19.5 It is understood that Article 19.3 applies only to an employee who is authorized to work on the holiday and who actually performs work on the holiday, and that an employee who, for any reason, does not actually work on the holiday, including but not limited to using a vacation or sick day or any other approved leave, shall not be entitled to the payments described herein.
- 19.6 When a holiday included under Article 19 (Holidays) of the agreement coincides with a full time employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.

For Part Time and Temporary Employees Only

- 19.7 For the purposes of this Article, the list of designated holidays described in Article 19.1 is only for the purpose of payment for work performed on the designated holidays.

19.8 Holiday Payment for Part Time and Temporary Employees

A part-time or temporary employee required to work on any of the designated holidays listed above shall be paid at the rate of two (2) times her regular hourly rate of pay for all hours worked on such holiday.

ARTICLE 20 – VACATION

- 20.1 A full-time employee shall earn vacation credits at the following rates:
- (a) One and one-quarter ($1\frac{1}{4}$) days per month during the first eight (8) years of continuous service;
 - (b) One and two-thirds ($1\frac{2}{3}$) days per month after eight (8) years of continuous service;
 - (c) Two and one-twelfth ($2\frac{1}{12}$) days per month after fifteen (15) years of continuous service;
 - (d) Two and one-half ($2\frac{1}{2}$) days per month after twenty-six (26) years of continuous service.
- 20.2 An employee is entitled to vacation credits under Article 20.1 in respect of a month or part thereof in which he or she is at work or on leave with pay.

- 20.3 An employee is not entitled to vacation credits under Article 20.1 in respect of a whole month in which he or she is absent from duty for any reason other than vacation leave of absence or leave of absence with pay.
- 20.4 At the commencement of each calendar year each eligible employee will be notified of the maximum number of vacation credits they can earn as per Article 20.1. While the employee can utilize their annual credits before they are earned, should the employee leave the employer for any reason before the credits are earned, the employer will deduct the value of the used but not earned credits from their last pay.
- 20.5 An employee may accumulate vacation to a maximum of twice his or her annual accrual but shall be required to reduce his or her accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 20.6 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, may with the approval of the Agency, take vacation to the extent of his or her vacation credits and his or her vacation credits shall be reduced by any such vacation taken.
- 20.7 An employee with over six (6) months of continuous service may, with the approval of the Agency, take vacation to the extent of his or her vacation entitlement and his or her vacation credits shall be reduced by any such vacation taken.
- 20.8 Where an employee has completed twenty-five (25) years of continuous service, there shall be added, on that occasion only, five (5) days of vacation to his or her accumulated vacation entitlement.
- 20.9 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which he or she attains sixty-four (64) years of age is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which he or she attains the age of sixty-five (65) years.
- 20.10 Where an employee leaves the Agency prior to the completion of six (6) months service as computed in accordance with Article 20.7, he or she is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of his or her employment.
- 20.11 An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to his or her credit at the date he or she ceases to be an employee, or at the date he or she qualifies for payments under the Long Term Disability plan as defined under Article 16. An Employee can only use earned vacation or overtime credits to top up their Short Term Disability payments.

20.12 An employee who has completed his or her probationary period shall, upon giving at least two (2) months' written notice, receive, before commencing vacation, an advance against the pay cheques that fall due during the vacation period, based upon the following conditions:

- (a) such an advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation;
- (b) such an advance shall be in an amount equal to the employee's lowest net regular pay cheque in the two (2) month period immediately preceding commencement of his or her vacation leave, and rounded to the closest ten dollars (\$10) below such net amount;
- (c) where more than two (2) pay cheques are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

Any additional amount due the employee as a result of the application of (b) and (c) above will be paid to the employee in the normal manner.

ARTICLE 21 – HEALTH AND WELFARE BENEFITS

21.1 The benefits described in Article 21 apply to all full-time employees in the bargaining unit represented by the Ontario Public Service Employees Union.

21.1.1 COMMENCEMENT OF COVERAGE

Employees will be insured for Basic Life, Supplementary and Dependent Life (when elected), Long Term Disability, Supplementary Health and Hospital benefits and the Dental Plan effective the first of the month immediately following two (2) months' continuous service.

21.1.2 COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY

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

21.1.3 DAYS OF GRACE

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

21.2 BASIC LIFE INSURANCE

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

21.2.2 The basic life insurance plan shall provide:

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

The conversion options shall be:

- 1. Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the insurance carrier.
- 2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in option 1 above.
- 3. A term to age sixty-five (65) insurance plan.

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

21.2.4 Basic life insurance will terminate at the end of the month in which an employee

ceases to be an employee unless coverage is extended under the total disability provision.

21.3 SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

- 21.3.1 Employees, at their option, may purchase Supplementary Life Insurance in the amount of one (1), two (2) or three (3) times annual salary. The employee pays the full premium for this coverage.
- 21.3.2 The employee's Supplementary Life Insurance provides:
- (a) a waiver of premium on disablement to become effective after nine (9) months' continuous disability or entitlement to Long Term Disability benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). The premiums paid by the employee for this coverage between the date of disability and the date the premium waiver comes into force shall be refunded to the employee;
 - (b) a conversion option on the employee's termination to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Agency will advise terminating employees of this conversion privilege. The conversion option shall be as stated in Article 21.2.2(c) (Basic Life Insurance).
- 21.3.3 The amount of Supplementary Life Insurance will be adjusted with changes in the employee's salary from the date of the approval of the increase or the effective date, whichever is later. If an employee is absent from work because of sickness or disability on the date an increase in insurance would have occurred, the increase will not take effect until the employee returns to work on a full-time basis (i.e., for at least one (1) full day). In the event of a reduction in salary, an employee, at his or her option, may maintain the insurance coverage at the former higher level.
- 21.3.4 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee or, if the employee continues to be employed after age sixty-five (65), on the first day of October following the employee's sixty-fifth (65th) birthday, except where coverage is provided under total disability, as described in Article 21.3.2(a) above.

- 21.3.5 Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred dollars (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.
- 21.3.6 Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be an employee of the Agency or, if the employee continues to be employed after age sixty-five (65), the first day of October following the employee's sixty-fifth (65th) birthday, or the date a dependent ceases to be an eligible dependent.
- 21.3.7 Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.
- 21.3.8 Eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.
- 21.3.9 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:
- appointment as an employee,
 - marriage, or
 - birth or adoption of the employee's child.

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

21.4 SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

- 21.4.1 The Agency shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital Plan.
- 21.4.2 The Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines that require a physician's prescription. The Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the

generic equivalent where a generic equivalent exists. Where the brand name product is dispensed, the employee will pay the difference between the cost of the brand name product and the ninety percent (90%) of the generic equivalent product cost that is reimbursed by the Supplementary Health and Hospital Plan. Notwithstanding the foregoing, if no generic product exists the Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the cost of the brand name product.

The Supplementary Health and Hospital Plan shall provide for the reimbursement of one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of one hundred and twenty dollars (\$120) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services, as set out in Articles 21.4.5 to 21.4.18.

Reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.

- 21.4.3 The Employer agrees to provide employees with a Drug Card, which shall provide for direct payment of drug costs at the point of purchase, subject to the limitations set out below. The Employer will provide a copy of the drug card plan prior to the implementation date.
- 21.4.4 The Drug Card program shall include the following elements:
- 1) Employees shall be obliged to enroll themselves and all eligible participants in the Drug Card program before coverage shall be provided to the respective employee or eligible participant. If an employee fails to enroll, paper claims will continue to be accepted.
 - 2) The Employer and the carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card program shall be coordinated with any other drug plan under which the employee and the eligible participants may be entitled to coverage.
 - 3) The Drug Card program shall include a feature known as “drug utilization review”, which ensures that drugs are dispensed safely and responsibly to employees.
 - 4) The sum of \$3.00 shall be paid by the employee for each individual drug dispensed.
- 21.4.5 Charges for accommodation, for employees sixty-five (65) and over, in a licensed chronic or convalescent hospital up to twenty-five dollars (\$25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;

- 21.4.6 Charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;
- 21.4.7 Charges for private-duty nursing in the employee's home, by a registered nurse or a registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or his or her dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care to a maximum cap of seventy-five thousand (\$75,000.00) every three calendar years.
- 21.4.8 Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practicing within the scope of their license), to a maximum of twenty-five dollars (\$25) for each visit to an annual maximum of one thousand and two hundred dollars (\$1,200) per type of practitioner following O.H.I.P. and speech therapist, up to twenty-five dollars (\$25) per half hour, to an annual maximum of one thousand and four hundred dollars (\$1,400);
- 21.4.9 Charges for the services of a psychologist (which shall include Master of Social Work) up to twenty-five dollars (\$25) per half-hour to an annual maximum of one thousand and four hundred dollars (\$1,400).
- 21.4.10 Artificial limbs and eyes, crutches, splints, casts, trusses and braces; seventy-five percent (75%) of the cost of specially modified orthopaedic shoes (factory custom) ready made, off-the-shelf with a limit of one (1) pair to a maximum of five hundred dollars (\$500) per pair per calendar year, if medically necessary and prescribed by a licensed physician; and one hundred percent (100%) of the cost of orthotics, if medically prescribed, up to a limit of one (1) pair, to a maximum of five hundred dollars (\$500) per calendar year. Notwithstanding the forgoing, coverage for employees of institutions shall be two (2) pairs of orthotics per calendar year to a maximum of five hundred dollars (\$500) per pair and two (2) pairs of orthopaedic shoes per calendar year to a maximum of five hundred dollars (\$500) per pair;
- 21.4.11 Rentals of wheelchairs, hospital beds or iron lungs required for temporary therapeutic use. A wheelchair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500);
- 21.4.12 Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- 21.4.13 Oxygen and its administration;

- 21.4.14 Blood transfusions outside hospital;
- 21.4.15 Dental services and supplies, provided by a dental surgeon within a period of twenty-four (24) months following an accident, for the treatment of accidental injury to natural teeth, including replacement of such teeth or for the setting of a jaw fractured or dislocated in an accident, excluding any benefits payable under any provincial medicare plan;
- 21.4.16 Hearing aids and eye glasses, if required as a result of accidental injury;
- 21.4.17 Charges for services of physicians, surgeons and specialists legally licensed to practice medicine which, when provided within Canada but outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule;
- 21.4.18 Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).
- 21.4.19 The services and supplies set out in the Liberalization List, dated May 1, 2003 shall be incorporated into the Supplementary Health and Hospital Plan.
- 21.4.20 The Supplementary Health & Hospital Plan will include expanded coverage for Diabetic Pumps and Supplies as follows:
- 1) Purchase of Insulin Infusion Pumps to a maximum of \$2,000 every 5 years per person.
 - 2) Purchase of Insulin Jet Injectors to a maximum of \$1,000, lifetime.
 - 3) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive 4-year period to a maximum of \$400 per person.
 - 4) 100% of the purchase of supplies required for the use of the above referenced diabetic appliances to a calendar year maximum of \$2,000 per person (Insulin will continue to be reimbursed as an eligible drug, not through this article).
- 21.4.21 The Employer agrees to pay eighty percent (80%) of the monthly premiums for vision care and sixty percent (60%) of the monthly premiums for hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a ten dollar (\$10.00) (single) and twenty dollar (\$20.00) (family) deductible in any calendar year and provides for vision care (maximum three hundred and forty dollars [\$340.00] per person in any twenty-four [24] month period) and the purchase of hearing aids (maximum twelve hundred dollars [\$1200.00] per person every four (4) years) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.

The eligible expenses outlined in the vision care coverage under the Supplementary Health and Hospital Plan will include laser eye correction surgery.

- 21.4.22 It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or his or her dependent is confined to hospital on the date his or her Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date his or her dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.
- 21.4.23 Where an employee is totally disabled, coverage for Supplementary Health and Hospital Insurance will cease at the end of the month in which the employee receives his or her last pay from the Employer, except as provided in Article 16.16 (Long Term Disability). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the employee's personnel branch. The employee shall pay the full premium.
- 21.4.24 The Employer shall make available to employees an information booklet with periodic updates, when necessary, within a reasonable period of time following the signing of a new collective agreement or following major alterations to the Plans.

21.5 DENTAL PLAN

21.5.1 BENEFITS

This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).

The dental coverage includes a one-hundred dollar (\$100) single or family deductible per calendar year.

Dental recall coverage is every nine (9) months for adults and dependent children over twelve (12) and every six (6) months for dependent children twelve (12) and under.

Coverage does not include fluoride treatment for adults.

- 21.5.2 (a) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents. Reimbursements to the employee will be based on a dental fee guide lag of one (1) year in each year of the collective agreement.
- (b) The Employer shall pay the full premiums under this plan on the basis of eighty-five percent/fifteen percent (85%/15%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty-five percent (85%) based on Article 21.5.2 (a).
- 21.5.3 The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with Article 21.5.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and each eligible dependent.
- 21.5.4 Except for benefits described under Article 21.5.5, eligible dependents shall include spouse, unmarried children under twenty-one (21) years of age, unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation therefrom, and children twenty-one (21) years of age and over, mentally or physically infirm and who are dependent.
- 21.5.5 The Employer agrees to pay one hundred percent (100%) of the monthly premium for services relating to orthodontics, to apply only to dependent unmarried children of the employee between the ages of six (6) and eighteen (18), with benefits equivalent to Rider 3 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with Article 21.5.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.
- 21.5.6 The Employer agrees to pay one hundred percent (100%) of the monthly premium for services related to major restorative, with benefits equivalent to Rider 4 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance. The employee shall pay the cost of the dental care directly and the carrier shall reimburse the employee fifty percent (50%) based on Article 21.5.2(a), up to a maximum benefit of twelve hundred dollars (\$1,200) per year for the insured employee and each eligible dependent.

21.5.7 CANCELLATION

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

ARTICLE 22 – MODIFIED WORK

- 22.1 In order to facilitate a safe return to work, in compliance with the collective agreement and applicable legislation, the Agency will endeavour to develop to fair and consistent practices to accommodate an employee's return to work.

ARTICLE 23 – ALTERNATIVE WORK ARRANGEMENTS

- 23.1 Alternative Work Arrangements (AWAs) include: compressed work week, flexible hours, job sharing and telecommuting. AWAs may be entered into by mutual agreement between an employee and his or her manager and the union. In considering any AWA, the manager will consider, in good faith, both the employee's request and the operational viability of the AWA for the work site.
- 23.2 Arrangements related to compressed work week, flexible hours and job sharing entered into by an employee and his or her immediate supervisor shall be adjusted and amended to reflect the provisions of this collective agreement with necessary modifications. The parties' intent is that compensating leave would apply, in accordance with Article 17 as modified to address particular hours of work arrangements.
- 23.3 Where a manager or employee seeks to cancel or amend an AWA, the manager or employee shall provide notice in writing at least one (1) month prior to the proposed cancellation or amendment.

ARTICLE 24 – TEMPORARY AND PART-TIME EMPLOYEES

- 24.1 (a) It is understood that for temporary employees described in Article 2(c) the following articles do not apply: Article 11 (Seniority) (with the exception of 11.1 – 11.7), 12 (Employment Stability), 13 (Technological Change), 14 (Job Posting) (with the exception of 14.1.1 – 14.1.4 and 14.1.8), 15 (Leaves of Absence) (temporary employees described in Article 2.3 (c) (ii) and (iii) are entitled to Article 15.4 – Bereavement Leave), 16 (Sick Leave), 19 (Holidays); 20 (Vacations), 21 (Health and Welfare Benefits), 23 (Job Sharing), 27 (Entitlement on Death), unless otherwise stipulated in this Agreement.

- (b) It is understood that for part-time employees described in Article 2(b) the following articles do not apply: Articles 16 (Sick Leave), Article 19 (Holidays), Article 20 (Vacations), 21 (Health and Welfare Benefits), 23 (Job Sharing), 27 (Entitlement on Death), unless otherwise stipulated in this Agreement.

24.2 Pay in lieu of Holidays and Benefits

All part-time and temporary employees will receive thirteen percent (13%) in lieu of Holidays and Benefits, inclusive, for all regular straight time hours paid. For part-time and temporary employees enrolled in a pension plan, the percentage in lieu of holidays and benefits shall be nine percent (9%).

24.3 Vacation Pay

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

Two (2) percent of gross pay commensurate with each week of full-time vacation entitlement shall be added to a part time employee's regular pay in lieu of vacation pay. i.e. 3 week entitlement = 6%, 4 week entitlement = 8%, 5 week entitlement = 10% and 6 week entitlement = 12%. For the purpose of this Article, Part time employees receive credit for one year of service for every 1,885 hours worked as calculated in Article 11.2(b).

- 24.4 All part time and temporary employees are eligible to access any leave entitlement as prescribed under the *Employment Standards Act, 2000*.

24.5 Temporary and Part Time Employees

Temporary and Part Time including Regular Part Time (RPT) employees will advance on the wage grid on the basis of one step for each 1885 hours worked.

ARTICLE 25 – NO PYRAMIDING

- 25.1 There shall be no duplication or pyramiding of any premium payments or compensating leave.

ARTICLE 26 – CLASSIFICATION COMMITTEE

- 26.1 When a new classification in the bargaining unit is established by the Agency, or the Agency makes a substantial change in the job content of an existing classification, the Agency shall advise the Union of such new or substantially changed classification and the rate of pay which is established. If so requested within thirty (30) calendar days of such advice, the Union can request the matter to be brought before the Classification Committee, which is an AERC sub-committee. The Union will be entitled to make representations with respect to the appropriate rate of pay, providing any such meetings shall not delay the implementation of the new or substantially changed classification.

Where the matter is not resolved following the deliberations of the Classification Committee, the matter may be referred to arbitration in accordance with the arbitration provisions contained in this collective agreement. It is understood that any arbitration board shall be limited to establishing an appropriate rate based on the relationship existing among other classifications within the Agency and the duties and responsibilities involved. It is further understood and agreed that when determining the appropriate rate, primacy must be given to the relationship between job classifications covered by this collective agreement and that such relativity must be maintained.

Each change in the rate established by the Agency either through meetings with the Union or by a Board of Arbitration shall be retroactive from the time at which the matter was brought before the Classification Committee.

No matter shall be referred to arbitration without this process being exhausted.

ARTICLE 27 – ENTITLEMENT ON DEATH

- 27.1 Where a full-time employee who has served more than six (6) months dies, there shall be paid to his or her personal representative or, if there is no personal representative, to the estate of the employee the sum of,
- (a) one-twelfth (1/12) of his or her annual salary; and
 - (b) his or her salary for the period of vacation leave of absence and overtime credits that have accrued.
- 27.2 Where a full-time employee dies, there shall be paid to his or her personal representative or, if there is no personal representative, to the employees estate, an amount in respect of attendance credits or termination pay computed in the

manner and subject to the conditions set out in the Letter of Understanding re: Termination Payments. Any termination pay to which an employee is entitled shall be reduced by the amount equal to one-twelfth (1/12) of his or her annual salary.

ARTICLE 28 – TERM OF AGREEMENT

28.1 This Agreement shall be in effect from April 1, 2014 until March 31, 2018 and shall continue automatically thereafter for the annual periods of one (1) year unless either party notifies the other in writing that it intends to amend or modify the Agreement. Notice to bargain shall be given in accordance with the *Ontario Labour Relations Act, 1995*.

Signed at Toronto, this 31 day of Dec, 2018.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

C B McKIBBON

Rab H

Shah

Heather Fitch

[Signature]

Wan Hui

**FOR THE ONTARIO AGENCY FOR
HEALTH PROTECTION AND
PROMOTION**

Yvonne Kane

Catherine O'Brien

APPENDIX A

Wage Schedule

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Supervisor Data Entry	April 1, 2014	26.98	27.77	28.59	29.44	30.32	31.23			
	April 1, 2015	27.36	28.16	29.00	29.86	30.75	31.67			
	April 1, 2016	27.75	28.56	29.41	30.28	31.19	32.12			
	April 1, 2017	28.14	28.96	29.83	30.71	31.63	32.57			
Supervisor Mail & Whs	April 1, 2014	28.51	29.36	30.25	31.19	32.15	33.10			
Supervisor Spec Handling	April 1, 2015	28.91	29.78	30.68	31.63	32.61	33.57			
	April 1, 2016	29.32	30.20	31.11	32.08	33.07	34.04			
	April 1, 2017	29.74	30.63	31.55	32.53	33.54	34.52			
Coordinator, Lab Infrastructure	April 1, 2014	30.99	31.94	32.91	33.90					
	April 1, 2015	31.43	32.39	33.38	34.38					
	April 1, 2016	31.88	32.85	33.85	34.87					
	April 1, 2017	32.33	33.31	34.33	35.36					
Information Officer 1	April 1, 2014	30.09	30.83	31.63	32.43	33.27	34.28			
	April 1, 2015	30.52	31.27	32.08	32.89	33.74	34.76			
	April 1, 2016	30.95	31.71	32.53	33.36	34.22	35.25			
	April 1, 2017	31.39	32.16	32.99	33.83	34.70	35.75			
Budget & Reporting Analyst	April 1, 2014	28.87	29.87	30.95	32.07	33.29	34.28			
Financial Analyst 2	April 1, 2015	29.28	30.29	31.38	32.52	33.76	34.76			
	April 1, 2016	29.69	30.71	31.82	32.98	34.22	35.25			
	April 1, 2017	30.11	31.14	32.27	33.44	34.71	35.74			
Facilities Coordinator	April 1, 2014	29.48	30.45	31.41	32.70	34.04	35.06			
IT Support Coordinator	April 1, 2015	29.90	30.88	31.85	33.16	34.52	35.56			
	April 1, 2016	30.32	31.32	32.30	33.63	35.01	36.06			
	April 1, 2017	30.75	31.76	32.76	34.11	35.51	36.57			
Medical Laboratory Technologist 1	April 1, 2014	29.62	30.77	31.57	32.42	33.26	34.25	35.28	36.35	37.43
	April 1, 2015	30.04	31.21	32.02	32.88	33.73	34.73	35.78	36.86	37.96
	April 1, 2016	30.47	31.65	32.47	33.35	34.21	35.22	36.29	37.38	38.50
	April 1, 2017	30.90	32.10	32.93	33.82	34.69	35.72	36.80	37.91	39.04
Payroll Specialist	April 1, 2014	31.53	32.52	33.51	34.60	35.64	36.71			
	April 1, 2015	31.98	32.98	33.98	35.09	36.14	37.23			
	April 1, 2016	32.43	33.45	34.46	35.59	36.65	37.76			
	April 1, 2017	32.89	33.92	34.95	36.09	37.17	38.29			

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Enterprise Resource Analyst	April 1, 2014	37.18	38.88	40.90	42.77	44.96	46.30			
Senior Accountant	April 1, 2015	37.67	39.43	41.48	43.37	45.59	46.95			
Senior Financial Analyst	April 1, 2016	38.24	39.99	42.07	43.98	46.23	47.61			
	April 1, 2017	38.78	40.55	42.66	44.60	46.88	48.28			
Scientist 3	April 1, 2014	33.59	35.07	36.55	38.14	39.79	40.99			
	April 1, 2015	34.07	35.57	37.07	38.68	40.35	41.57			
	April 1, 2016	34.55	36.07	37.59	39.23	40.92	42.16			
	April 1, 2017	35.04	36.58	38.12	39.78	41.50	42.76			
Business Information Systems Specialist	April 1, 2014	38.01	39.78	41.80	43.74	46.24	47.63			
Business Project Analyst	April 1, 2015	38.55	40.34	42.39	44.36	46.89	48.30			
Database Advisor	April 1, 2016	39.09	40.91	42.99	44.99	47.55	48.98			
Document & Records Management Specialist	April 1, 2017	39.64	41.49	43.60	45.62	48.22	49.67			
Programmer Analyst										
Senior Database Developer/Analyst										
System Administrator, High Performance Computing										
System Administrator										
Database Administrator/Data Analyst										
Sr. Business Analyst, App Development										
Infrastructure Network and Security Specialist	April 1, 2014	43.23	45.15	47.05	48.96	50.87	52.39			
Project Management Lead	April 1, 2015	43.84	45.79	47.71	49.65	51.59	53.13			
Project Manager, Facilities	April 1, 2016	44.46	46.44	48.38	50.35	52.32	53.88			
Project Manager, IT Infrastructure	April 1, 2017	45.09	47.10	49.06	51.06	53.06	54.64			
Senior Database Administrator and Architect										
Senior IT Business Analyst										
Senior IT Business Analyst (LIMS)										
SharePoint Administrator and Architect										
Senior Database Administrator/Analyst										
Project Manager, PHOL	April 1, 2014	47.05	48.70	50.40	52.47	54.93	56.59	58.28	60.03	
Senior Project Manager, Facilities	April 1, 2015	47.71	49.39	51.11	53.21	55.70	57.39	59.10	60.88	
Technical Project Manager	April 1, 2016	48.38	50.09	51.83	53.96	56.48	58.20	59.93	61.74	
	April 1, 2017	49.06	50.80	52.56	54.72	57.28	59.02	60.77	62.61	

Letter of Understanding #1 re: Self Funded Leave

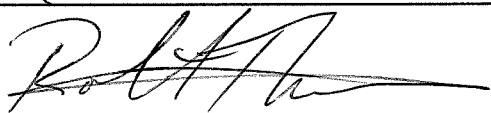
Upon settlement of the collective agreement, the AERC shall develop a pamphlet outlining the Self Funded Leave Plan.

Signed at Toronto this 31 day of Dec. 2018.

Renewed _____.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

(B) McKibbin

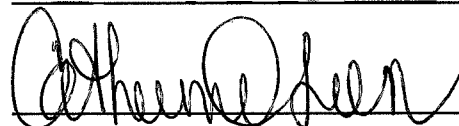


Shahz

Heather Tatchell

**FOR THE ONTARIO AGENCY FOR
HEALTH PROTECTION AND
PROMOTION**

Dr. L. J. Jones



Letter of Understanding #2 re: Termination Payments

It is agreed that employees who transferred with unbroken service from the Ontario Public Service (OPS) on December 15, 2008 to the Agency shall retain their Termination Payments as per Articles 53 and 78 of the Collective Agreement between Management Board of Cabinet and the Ontario Public Service Employees Union (expiry December 31, 2008) for services accrued up to December 15, 2008.

It is understood and agreed that these payments are in addition to any entitlements under Article 12 (Employment Stability).

For clarity, the calculation of Termination Payments shall be based on the regular hourly rate of the employee at the date when he or she ceases to be an employee.

Signed at Toronto this 31 day of Dec. 2018.

Renewed _____.

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

C. B. McKelvey

[Signature]

Shab

Heather Fathi

**FOR THE ONTARIO AGENCY FOR
HEALTH PROTECTION AND
PROMOTION**

Charles F. B. [Signature]

[Signature]

Letter of Understanding #4 re: Harassment and Violence Free Workplace

The parties acknowledge the value of established policies respecting a Harassment Free Workplace and a Violence Free Workplace. To that end, the Agency shall draft policies respecting both within six (6) months of the date of this agreement and consult with the Union prior to their implementation.

The Union is encouraged to forward to the Agency any information it wishes to share that it considers relevant to the Agency's development of the above noted policies.

Signed at Toronto this 31 day of Dec. 2018.

Renewed _____

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

(3 M/LG 38)
R. A. A.
Shahz
Heather F. F.

**FOR THE ONTARIO AGENCY FOR
HEALTH PROTECTION AND
PROMOTION**

Yuz - G. S.
Catherine D.

Letter of Understanding #6 re: Regular Part-Time

- 1.1 As of July 13, 2011, the classification of regular part time (RPT) shall cease to exist and all incumbents shall be grand-parented as set out below:
- 1.2 All articles of this Collective Agreement that apply to Full-Time employees shall also apply to Regular Part-Time employees unless otherwise stipulated in this Letter of Understanding. Benefits and credits that are employee entitlements shall be pro-rated. The following entitlements shall not be pro-rated: Leave Without Pay, Self Funded Leave, Emergency Leave, Bereavement Leave, Compassionate Care Leave, Jury/Witness Duty, Military Leave, Workplace Safety Insurance, Holidays, Parental Leave, Pregnancy Leave and Education Leave.
- 1.3 Hours of Work

The regularly scheduled hours of work for a regular part-time position shall be determined by the Agency, provided that they are:
 - a) less than thirty-six and one quarter (36.25) or forty (40) hours per week, as applicable to the classification to which the regular part-time position is assigned, but not less than fourteen (14) hours per week; or
 - b) less than twenty (20) full days over a period of four (4) consecutive weeks, but not less than nine (9) full days of seven and one quarter (7.25) or eight (8) hours, as applicable to the classification to which the regular part-time position is assigned.
- 2.1 "Overtime" means an authorized period of work, calculated to the nearest half hour, and performed in excess of seven and one quarter (7¼) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non working day.
- 3.1 Regular part-time employees shall be entitled to the provisions as described in Article 19 (Holidays).
- 4.1 Vacation shall be provided in accordance with Article 72 of the collective agreement between the Management Board of Cabinet and Ontario Public Service Employees Union, which was in effect from January 1, 2005 to December 31, 2008.
- 5.1 Regular part-time employees employed by the Agency on July 13, 2011 will have the following options with regards to insured benefits:
 - a) Move to the pay in lieu of part-time benefits, holidays and sick plan pursuant to (Article 24) of the current collective agreement;

or

- b) Continue to participate in the holiday pay, short term sickness plan and benefit plan provided for regular part-time employees by the collective agreement between the Management Board of Cabinet and Ontario Public Service Employees Union, which was in effect from January 1, 2005 to December 31, 2008.

Signed at Toronto this 31 day of Dec. 2018.

Renewed _____

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

CB McRIBBON
[Signature]
Shahz
newst.
Heather Fathi

**FOR THE ONTARIO AGENCY FOR
HEALTH PROTECTION AND
PROMOTION**

[Signature]
Catherine O'Brien

Letter of Understanding #7 re: Seasonal Employees

The parties agree that employees employed as Seasonal Employees as of September 22, 2009 will continue to be treated as Seasonal Employees as per this Letter of Understanding:

A seasonal employee is an employee appointed for a period of at least eight (8) consecutive weeks to an annually recurring full-time position. For purposes of this definition, full-time means a minimum of thirty-six and one-quarter (36¼) hours per week.

Same position is defined as the position in the same classification, in the same organizational or administrative unit and work location which the employee held prior to the seasonal break.

In addition to this Letter of Understanding, the following articles of the Collective Agreement shall apply to seasonal employees: 1, 2, 3, 4, 5 (Management Rights), 6, 7, 8, 9, 10, 11 (with the exception of Article 11.6 [Effect of Absence], 14, 15.1 (Personal Leave), 15.3 (Union Leave), 15.5 (Jury Duty), 15.8 (Military Leave), 16 (Workplace Safety and Insurance only), 17, 18, 22, 25 (No Pyramiding), and 28 (Term).

The parties agree that following provisions are the terms and conditions of employment for the above employees:

1.1 Seniority

- 1.1.1 The probationary period for a Seasonal employee shall be two (2) full periods of seasonal employment of at least eight (8) consecutive weeks each, worked in consecutive years in the same classification.

Seasonal employees shall accumulate seniority and service on the basis of all hours worked as a seasonal worker at the straight-time rate. For the purposes of this calculation, a Seasonal employee must work 1,885 hours to earn one (1) year of seniority. Seniority shall include periods of authorized paid leave in accordance with Article 12 (Attendance Credits and Sick Leave).

- 1.2 A seasonal employee shall lose his or her seniority when:

- (a) he or she voluntarily terminates his or her employment;
- (b) he or she is dismissed (unless such dismissal is reversed through the grievance procedure);
- (c) he or she is absent without leave in excess of ten (10) consecutive working days;
- (d) he or she is unavailable for or declines an offer for re-employment while

on layoff; or

- (e) he or she ceases to be in the employ of the Agency for a period of more than twelve (12) months.

Notwithstanding Article 1.2 (d) or (e) a seasonal employee shall not lose his or her seniority where he or she is unavailable for or declines an offer for re-employment for the reason that:

- (i) she is pregnant and is expected to give birth on a date which falls within the contract period for which she is offered re-employment, or up to seventeen (17) weeks before the commencement of the contract period for which the employee is offered re-employment, or
- (ii) the employee or the employee's spouse has given birth or adopted a child and the employee is on a parental leave, within thirty-seven (37) weeks of the commencement of the contract period for which the employee is offered re-employment,
- (iii) and the employee submits a certificate from a legally qualified medical practitioner verifying the anticipated or actual date of birth, or documentation establishing the date of placement of a child in the employee's home, as applicable, or
- (iv) the employee is on family medical leave.

1.3 Notwithstanding Article 1.2 (d) or (e), a seasonal employee shall not lose his or her seniority where he or she is unavailable for or declines an offer of re-employment if the employee is injured or suffering an occupational disease and is receiving an award under the Workplace Safety and Insurance Act.

1.4 During the period the employee is on an approved leave pursuant to this Letter of Understanding, his or her seniority and benefits [as described in Article 1.5 (Seasonal Employee Benefits – General)] shall continue for the period of time the employee would otherwise have been recalled.

Employment Stability

2.1 Seasonal employees who have completed their probationary period shall only be offered employment in the same classification in the following season on the basis of seniority.

2.2 Where the Employer reduces the number of seasonal employees prior to the expiry date of employment specified in the contracts of employment, seasonal employees in the same classification shall be laid off in reverse order of seniority.

- 2.3 A seasonal employee is responsible for advising the Agency of his or her current phone number and address and is responsible for the accuracy and completeness of the information provided.

Wages

- 3.1 The rate of the equivalent classification shall apply. If there is no equivalent classification, the rate shall be set by the Agency and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.
- 3.2 Seasonal employees shall be entitled to the same provisions regarding retroactivity of salary revisions as those agreed upon for the classification to which they correspond.
- 3.3 Seasonal employees shall be eligible, based upon merit, to progress through the salary range at the start of each period of seasonal employment in the same position after they have completed their probationary period.

Overtime

- 4.1 The overtime rate shall be one and one half (1½) times the employee's basic hourly rate.
- 4.2 In Article 4.1, "overtime" means an authorized period of work calculated to the nearest half hour and performed on a scheduled working day in addition to the regular working period or performed on a scheduled day(s) off.
- 4.3 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.

Seasonal Employee Benefits – General

- 5.1 Salary shall mean only those earnings from scheduled straight time hours during the contract period.
- 5.2 Coverage for Basic Life, Supplementary Health and Hospital (including Vision Care and Hearing Aid benefits), and Dental Plan benefits shall commence on the first of the month coinciding with or immediately following two (2) months of continuous employment, except that on subsequent consecutive periods of seasonal employment which qualify the employee for these benefits, coverage shall commence on the first of the month coinciding with or immediately following the start of the period of employment.
- 5.3 All coverage under the Basic Life Insurance Plan, the Supplementary Health

and Hospital Plan (including Vision Care and Hearing Aid benefits) and the Dental Plan will cease at the end of the month in which the contract of employment terminates, except that an employee may continue the coverage at his or her own expense during the periods between seasonal employment by arranging to pay the full premiums at least one (1) week in advance of the first of the month in which the coverage is to take effect. Failure by the employee to pay the full premiums as specified will disentitle the employee to any further benefits under Article 5.3. There is a thirty-one (31) day grace period following the month in which employment terminates during which the Basic Life insurance remains in force.

- 5.4 During leaves of absence without pay during periods of seasonal employment, employees may continue participating in Basic Life, Supplementary Health and Hospital (including Vision Care and Hearing Aid benefits), and the Dental Plan by arranging to pay full premiums at least one (1) week in advance of the first of the month in which coverage is to take effect.
- 5.5 Notwithstanding Article 5.3, all benefits coverage under any of the provisions of this article shall cease at the end of the month in which a seasonal employee's employment terminates:
 - (a) for any of the reasons set out in Article 1.1 (Seniority), whether or not the employee has completed his or her probationary period, or
 - (b) as a result of termination of employment under Article 14.1 (Termination of Employment).

Basic Life

- 6.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Basic Life plan.
- 6.2 The Basic Life Insurance Plan shall provide:
 - (a) coverage of five thousand dollars (\$5,000) during the period of employment,
 - (b) a conversion option on termination of insurance coverage may be exercised without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).

The conversion options shall be:

1. Any standard life or endowment plans (without disability or double indemnity benefits) issued by the insurance carrier.
2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in option 1, above.
3. A term to age sixty five (65) insurance plan.

Supplementary Health and Hospital (Including Vision Care and Hearing Aid)

- 7.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital plan. The Employer agrees to pay eighty percent (80%) of the monthly premiums for vision care and sixty percent (60%) of the monthly premiums for hearing aid coverage, under the Supplementary Health and Hospital Plan, with the balance of the monthly premiums being paid by the employee through payroll deduction.
- 7.2 Benefits provided under the Supplementary Health and Hospital plan, including Vision Care and Hearing Aid benefits, shall be the same as those provided for full time and described in Article 21 (Supplemental Health Insurance).

Dental Plan

- 8.1 The Employer shall pay one hundred percent (100%) of the monthly premium for the Dental Plan.
- 8.2 Benefits provided under the Dental Plan shall be the same as those provided for full time and described in Article 21 (Dental Plan), except that there shall be a limit of one thousand dollars (\$1,000) in benefits payable for expenses incurred in a calendar year, unless the employee maintains coverage during the whole period between seasonal employment, pursuant to Article 5.3 (Seasonal Employee Benefits – General), in which case there shall be no limit on benefits payable in a calendar year.

Compressed Work Week

- 9.1 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties with respect to variable work days or variable work weeks.

Vacation Pay

- 10.1 Five and three-quarters percent (5.75%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

Holidays

- 11.1 Four percent (4%) of gross pay, not including vacation pay, shall be added to the employee's regular pay to compensate for the holidays as defined in Article 19 (Holidays) of the Collective Agreement. When the employee is required to work on any of these holidays, he or she shall be paid two (2) times his or her basic hourly rate for all hours worked in addition to the four percent (4%).

Attendance Credits and Sick Leave

- 12.1 A seasonal employee shall earn attendance credits of one and one quarter (1¼) days for each calendar month of full attendance or for each calendar month of leave of absence granted under Article 15.1 (Pregnancy and Parental Leave and Family Medical Leave). Attendance credits may only be used for income protection purposes in the event that an employee is unable to attend to his or her duties by reason of illness or injury.
- 12.2 An employee shall accumulate unused attendance credits earned from period to period of seasonal employment.
- 12.3 Attendance credits earned and accumulated by an employee pursuant to Article 12.1 may be used only during the employee's periods of seasonal employment.
- 12.4 An employee shall lose his or her accumulated attendance credits where:
- (a) the employee loses his or her seniority in accordance with Article 1.2 of this Letter of Understanding.
 - (b) the employee's employment is terminated pursuant to Article 14.1 of this Letter of Understanding.
 - (c) the employee is appointed to a full time or part time position within the Agency.
- 12.5 After five (5) days' absence caused by sickness or injury, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the employee's manager, certifying that the employee is unable to attend to his or her duties.
- 12.6 Notwithstanding Article 12.5, the employee's manager may, at his or her discretion, require an employee to submit a medical certificate for a period of absence of less than five (5) days.

Health and Safety

- 13.1 The Agency shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Agency and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.

Termination of Employment

- 14.1 Seasonal employees who have not completed their probationary period may be terminated by the Employer at any time with two (2) weeks' notice, or pay in lieu thereof.

Pregnancy and Parental Leave and Family Medical Leaves

- 15.1 Pregnancy and parental and family medical leaves will be granted to employees under the terms of the *Employment Standards Act 2000*.

Union Dues

- 16.1 Union Dues shall be deducted from an employee covered by this Letter of Understanding. These dues shall be remitted to the Union quarterly, accompanied by the name, employee ID number, and where applicable the classification used to establish the wage rate of the employee on whose behalf the deduction is made.
- 16.2 The Union must advise the Agency in writing of the amount of its dues covered by this Letter of Understanding. The amount so advised shall be deducted until changed by a further written notice to the Agency signed by authorized officials of the Union.
- 16.3 The Union agrees to indemnify and save the Agency harmless from any liability arising out of the operation of this Letter of Understanding.

Bereavement Leave

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

Signed at Toronto this 31 day of Dec. 2018.

Renewed _____

FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION

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R. H. H.
Shahz
2019

FOR THE ONTARIO AGENCY FOR
HEALTH PROTECTION AND
PROMOTION

Richard R. P.
Adrian Ober

Letter of Understanding #8 re: Pension Bridging

An employee who:

(1) has received a notice of layoff prior to March 31, 2014, and where the lay off becomes effective prior to March 31, 2014; and

(2) immediately prior to such notice of lay off was accruing a pension in the OPSEU Pension Plan; and

(3) who between the date of layoff and March 31, 2014 will become eligible for an actuarially unreduced pension, as defined by the OPSEU Pension Plan, and

(4) is declared surplus under Article 12 (Employment Stability);

shall be eligible for a leave of absence without pay commencing before the date of lay off until the earlier of March 31, 2014 or the date the employee becomes eligible for an unreduced pension under either Section 10.2 (Pension at Age Sixty) or Section 10.3 (Ninety-year Rule) of the OPSEU Pension Plan.

Such leave of absence to be in accordance with and subject to the requirements of Section 7.1A(3) of the OPSEU Pension Plan and is negotiated pursuant to Section 7.1A(4) of the OPSEU Pension Plan, such that the Employee shall accrue credited service during the leave of absence. The availability of this benefit is subject to confirmation by the OPSEU Pension Plan that this provision is in accordance with the terms of the Plan.

It is understood that the Employer shall hold back the requisite amount of vacation days which shall be used to satisfy any requirement for purposes of the OPSEU Pension Plan to return to work on the last day of the working notice period.

In addition,

(5) the Employee shall make his or her contributions for the period of the bridging benefit based on annual salary immediately prior to the leave of absence.

(6) the Employer is authorized to deduct the Employee's contributions in a lump sum from any payments made to the Employee at the time of lay off for the period of the bridging benefit or thereafter;

(7) the Employer shall make its contributions on behalf of the Employee, but such contributions shall be limited to the amount which the Employer would normally make to the pension plan if the Employee were in active employment for the period of the bridging benefit, and

(8) No cost shall accrue to the Employer for the cost of providing this benefit, other than the Employer's normal pension contributions for the period of service. If any additional cost accrues to the Employer, including but not limited to any additional liability under Section 7.1A(4)(b) of the OPSEU Pension Plan, this Bridging Benefit Provision shall be null and void.

(9) During the leave without pay, employees may choose to purchase all benefits coverage with the exception of the Short Term Sickness Plan and the Long Term Disability Plan.

(10) Any employee choosing this pension bridging option shall waive all rights of displacement, redeployment, pay in lieu and recall.

Note: The pension bridging provision is subject to its' availability under the terms of the OPSEU Pension Plan

Signed at Toronto this 31 day of Dec. 2018.

Renewed _____

**FOR THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**

C. McKinnon
Robert A. [Signature]
Shahz. [Signature]
Heather Fathi

**FOR THE ONTARIO AGENCY FOR
HEALTH PROTECTION AND
PROMOTION**

Charles Z. [Signature]
[Signature]

Memorandum of Agreement

BETWEEN:

The Ontario Agency for Health Protection and Promotion

(the Agency)

- and -

The Ontario Public Service Employees Union

(OPSEU)

The Ontario Agency for Health Protection and Promotion is a new provincial Agency. It is a successor employer pursuant to the *Crown Employees Collective Bargaining Act*.

On December 16, 2008, employees represented by both OPSEU and AMAPCEO were divested to the Agency.

Collective bargaining with the Agency is governed by the *Hospital Labour Dispute Arbitration Act*.

Both bargaining agents provided the Agency with Notice to Bargain shortly after the divestment date.

Both parties are presently engaged in collective bargaining negotiations respecting a new agreement following divestment.

The parties to this Agreement mutually recognize the value in establishing scope clauses in each respective bargaining agent's collective agreement that clearly defines the scope of the representation rights and that reduces the possibility for future jurisdictional disputes when new positions at the Agency are created.

To that end, the parties have agreed to establish bargaining units that are different than the predecessor agreements' classification-based scope clauses and have instead decided to replace those scope clauses with the following:

1. The scope clause governing the collective agreement between the Agency and OPSEU is as follows:

All employees engaged in laboratory testing services and administration save and except persons: who exercise managerial functions; are employed in a confidential capacity in matters relating to labour relations; physicians employed in their professional capacity; human resources personnel; lawyers engaged in their professional capacity; administrative assistants to the President and CEO, Vice Presidents, Chief Officers and the Director of Human Resources; or employees covered by another collective agreement in a different bargaining unit.

For clarity, administration includes but is not limited to finance; information technology; procurement; facilities; and administrative assistants

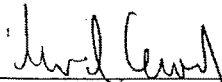
- 2 -

For greater clarity, this bargaining unit includes but is not limited to the positions/classifications set out in Appendix A.

2. The parties agree that they have developed functions-based bargaining unit descriptions. To inform the parties as to what types of work fall into the respective bargaining units, the parties added a clarity note that spells out what positions – and their corresponding work, fall into which of the two units. Accordingly, this clarity note is intended to be used to help the parties understand the nature of the work that falls within each of the two bargaining units and is not intended to be an exhaustive list of specific classifications or job titles that make up the bargaining unit. For example, both bargaining units have analyst positions. Going forward, what will determine where the analyst position is placed, if at all, will turn on the nature of the work, not the job title.
 3. Listed in Appendix B below are positions in which there were incumbents at the time of divestment. Unless otherwise modified by this agreement, these positions/classifications are also covered by the recognition clause as set out above.
 4. The Parties agree that the employee employed in the Head Technologist Immunologist position at the London lab, as of the date of this Agreement, will remain in the OPSEU bargaining unit.
 5. Subject to AMAPCEO's agreement obtained in the course of executing this Agreement, the Parties agree that AMAPCEO's current Head Technologist positions/classification will be grand-parented with the current AMAPCEO scope clause. AMAPCEO agrees that it will not dispute (jurisdictional dispute) or grieve the creation, modification and/or implementation of an OPSEU position/classification or excluded position/classification which overlaps the current functions of AMAPCEO's Head Technologist classification/position (for example, a Medical Laboratory Technologist 3). The Agency agrees that a grand-parented AMAPCEO employee in this position will not be laid off as a result of the creation of a position/classification outside of the AMAPCEO Bargaining Unit.
 6. Subject to AMAPCEO's agreement obtained in the course of executing this Agreement, the Parties agree that AMAPCEO's current Quality Assurance Coordinator and Program Coordinator Drinking Water Testing classification/positions will be grand-parented with the current AMAPCEO scope clause. AMAPCEO agrees that it will not dispute (jurisdictional dispute) or grieve the creation, modification and/or implementation of an OPSEU position/classification or excluded position/classification which overlaps the current functions of AMAPCEO's Quality Assurance Coordinator and Program Coordinator Drinking Water Testing. The Agency agrees that a grand-parented AMAPCEO employee in this position will not be laid off as the result of the creation of a position/ classification outside of the AMAPCEO Bargaining Unit.
 7. Nothing in this Agreement, restricts the right of an employee presently employed in a temporary or acting position as of the date of this Agreement from returning to their home position pursuant to the collective agreement in force as of the date of this Agreement.
 8. The parties agree that this is a complete resolution of all issues pertaining to the matter of representation rights and the determination of bargaining unit descriptions arising out of the province's divestment to the Agency.
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9. Subject to AMAPCEO's agreement obtained in the course of executing this Agreement, the parties agree that they will issue a joint communication of this Agreement prior to the release of any individual communications by any party.


► For the Agency
For OPSEU

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APPENDIX A

Administrative

- Receptionist
- Administrative Assistant
- Network Assistant (RICNS)

Finance

- Senior Financial Analyst
- Accounts Payable Associate
- Budget & Reporting Analyst
- Senior Accountant
- Payroll Associate
- Payroll Specialist
- Contract Manager
- Accountant
- Business Coordinator
- Enterprise Resource Professional

Procurement

- Contract Administrator

Information Technology

- Database Developer
 - Data Model Analyst/Biostatistician
-

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- Database Administrator
- Network and Security Specialist
- Document and Records Management Specialist
- SharePoint Designer/Administrator
- Technical Project Manager
- Business/Web Analyst
- Senior IT Business Analyst
- Database Advisor
- Help Desk Analyst
- Data Mapping Lead
- IT Support Specialist

Facilities

- Project Coordinator

Lab Services

- Quality Control Software Specialist
 - Project Manager, Lab Renewal
 - Customer Service Supervisor/Representative
-

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APPENDIX B

- Data Entry Operator
 - Group Leader
 - Head Technologist Immunology
 - Laboratory Assistant
 - Laboratory Attendant
 - Occupational Health and Safety Advisor
 - Program Assistant
 - Scientist 3
 - Stockroom Clerk
 - Supervisor Data Entry
 - Supervisor Mail and Warehouse
 - Technical Assistant
 - Technologist
 - Administrative Support Assistant
 - Administrative Assistant
 - Clerical Assistant
 - Library Technician
 - Information Officer
-