

IN THE MATTER OF AN INTEREST ARBITRATION UNDER THE
HOSPITAL LABOUR DISPUTES ARBITRATION ACT

BETWEEN

Ontario Agency for Health Protection and Promotion (OAHPP)
(Employer)

AND

The Ontario Public Service Employees Union (OPSEU)
(Union)

BEFORE: Gerry Lee, Chair.

APPEARANCES:

For the Employer: Craig Rix , Counsel
David Ross, Co-Counsel
Robert Blewett
Nicholas Paul
Mark Coulter
Cary Luner

For the Union: Michèle Dawson Haber, Senior Research Officer
Roy Storey, Negotiator
Sabrina Parkinson
Ellen Goslin
Nino Lombardi
David LeDrew
Robert Heath

Hearing held on July 30th, 2013.

Award

The parties have appointed me as sole arbitrator under the Hospital Labour Disputes Arbitration Act (HLDA) to adjudicate the outstanding issues that remain in dispute in respect of the negotiation of the Parties' second collective agreement. There is no dispute with respect to my authority in this regard.

Ontario Public Health Laboratories (OPHL) was divested by the Ontario Government to the newly created Ontario Agency for Health Protection and Promotion (OAHPP) on December 15, 2008. All employees at the time of divestment were either OPSEU or AMAPCEO members of the Ontario Public Service. These employees formed new bargaining units in the divested Agency. OAHPP operates across Ontario at eleven worksites and has the mandate of protecting and promoting the health of all Ontarians and reducing inequities in health. OAHPP provides laboratory services, expert scientific and technical advice and support relating to:

- infectious diseases
- infection prevention and control
- surveillance and epidemiology
- health promotion, chronic disease and injury prevention
- environmental and occupational health
- emergency preparedness and incident response

On July 1, 2011, OAHPP inherited another group of employees ("PHA employees") from the Public Health Division of the Ontario Public Services. These employees came over with the Management Board of Cabinet and Ontario Public Service Employees' Union collective agreement (expiry December 31, 2012).

The Parties' first collective agreement was concluded by my award dated July 13, 2011. This award provided no across the board wage increases during the

first two years of the collective agreement and a 1% across the board wage increase effective March 1, 2011. The award also provided targeted wage “market” adjustments to classifications which were well below the comparator classifications in the hospital sector. My award did not cover the monetary terms and conditions of the PHA employees or “scope/post-scope” employees as described below because they were incorporated into the bargaining unit after the term of the first collective agreement.

In the instant matter, the Parties successfully resolved most of the outstanding issues and agreed on a number of items. I award the Parties’ agreed items which are attached as Appendix A to this award. The only outstanding issue before me is wages. I specifically note that the Parties provided me with the jurisdiction to award a 3 year term instead of the 2 year term mandated by the *Hospital Labour Disputes Arbitration Act (HLDA)*.

Interest arbitration has been used as a means for settling disputes in Ontario since the late 1940s. Since that period of time, certain basic principles have emerged and those principles have been outlined in numerous arbitration awards. Section 9 (1.1) of *HLDA* requires a Board of Arbitration to take into consideration all criteria it considers relevant, including the following “*HLDA* Criteria”:

1. The Employer’s ability to pay in light of its fiscal situation;
2. The extent to which services may have to be reduced, in light of the decision or award, if current funding and taxation levels are not increased;
3. The economic situation in Ontario and in the municipality where the hospital is located;
4. A comparison, as between the employees and other comparable employees in the public and private sectors, of the terms and conditions of employment and the nature of the work performed; and
5. The Employer’s ability to attract and retain qualified employees.

The statute does not direct me to attribute any specific weight to each of the criteria, nor can these criteria be considered a comprehensive list of matters that are to be taken into consideration.

Wages

The Union submitted proposals requesting general wage increases and wage parity for classifications which the union identified as significantly below the comparator wage rates in the Participating Hospitals and OPSEU Central collective agreement. This included a request to add steps to the MLT1 classification.

The Employer requested me to award no net increases to compensation based on the Government's directives to organizations in the broader public service to negotiate two years of no net increases to base compensation; funding restrictions; and the collective bargaining trend of no increases to base compensation in 2011 and 2012.

I would like to start by noting that these Parties have unique and challenging features to their relationship and I echo Arbitrator Steinberg's comments in his award of the *Ontario Agency for Health Protection and Promotion and the Association of Management, Administrative and Professional Crown Employees of Ontario* (unreported, October 24, 2012) at paragraph 8:

Because of the unique and challenging circumstances of the process giving rise to this Award, extreme caution should be exercised in utilizing this Award as a precedent should anyone be tempted to do so.

Arguably the most challenging aspect in this case is the fact that there are currently three separate and distinct groups of employees ("market adjusted" employees, "non-market adjusted employees", "scope"/"post-scope"

employees), each with unique and identifiable interests. This makes it difficult, if not impossible, to treat all of the employees similarly in order to replicate what the Parties would have done had free collective bargaining been permitted to run its course. The three groups relevant to this award are as follows:

1) “Market adjusted employees”

These employees are in classifications which received market adjusted wages increases in the Parties’ first award. These classifications are all in the public health laboratories and have comparable positions in hospitals. The Parties identified the following comparators to those in the collective agreement between Participating Hospitals and O.P.S.E.U. :

<u>OAHPP</u>	<u>Participating Hospitals and OPSEU</u>
MLT1	Registered Technologist
MLT2	Senior Technologist
MLT4	Charge Technologist
LA2	Technician 3

I note that the above-noted collective agreement between the Participating Hospitals and O.P.S.E.U. provides for across the board wage increases of 0%/0%/2.75% over the same term as the instant collective agreement. These general increases form the starting point of my analysis.

However, both Parties noted that the job rate, that is the highest rate of pay for the respective classifications are approximately 7 – 12% lower in the Employer’s collective agreement than the Participating Hospitals and O.P.S.E.U. collective agreement. The respective gaps were closed substantially in my last award, which demonstrates how far behind the “market” these respective classifications were at the time of divestment, and why “market adjusted” increases were, and continue to be appropriate for this group of employees; despite the current economic and collective bargaining environment.

Within these classifications the reasons for the differential between the “MLT1” and the Registered Technologist classifications is exacerbated due to the fact that the Participating Hospitals and OPSEU collective agreement provides for 2 additional steps on the grid.

Both Parties also made extensive submissions regarding the principle of total compensation and the difference in the value of other monetary benefits between the OAHPP collective agreement and the Participating Hospitals/OPSEU Central collective agreement for me to consider. In issuing my award, I make no finding on this question.

In determining my award, I have attempted to replicate what the Parties would have done if free collective bargaining had taken its course. My award is as follows:

General Increases:

April 1, 2011 – 0%

April 1, 2012 – 0%

April 1, 2013 – 2.75%

I find that the Parties would have replicated the trend of general increases established by the Participating Hospitals and OPSEU Central collective agreement. The 2.75% increase on April 1, 2013 is awarded to keep pace with the bargaining units’ closest Hospital comparator, otherwise, the gap between OAHPP laboratory classifications that received market adjustments in the last round and Central hospital classifications will widen in 2013, which would counter the impact and intent of the market adjustments awarded below.

Market Adjustments:

MLT1

I award no market adjustments from April 1, 2011 – March 31, 2012 for this classification.

On April 1, 2012, I award that the wage grid provide two additional steps with a 3% increment between each new step (Step 8 and Step 9). Eligible employees will move to “Step 8” on their anniversary date following April 1, 2012. Eligible employees will move to “Step 9” of the grid on their next anniversary date following April 1, 2013. The addition of steps is to replicate the 9 Step grid found in the Participating Hospitals and OPSEU Central agreement.

MLT2, MLT3 and LA2

I award the following market adjusted increases to close some of the gap between the Employer’s wage rates and the comparator Hospital wage rates:

April 1, 2011 – 2%

April 1, 2012 – 2%

I also award that any wage rate that is or becomes higher than the respective step on the Participating Hospitals and OPSEU Central agreement’s grid as a result of my award(s) will be changed to mirror the Participating Hospitals and OPSEU wage rate. The intent of providing market adjustments is to help close some of the gap to market comparability but not to exceed them at any step of the grid.

2) “Non-Market Adjusted employees”

These employees consist of the classifications which transferred from the Ontario Public Service at divestment (which includes the classifications which transferred on July 1, 2011), but do not have an identifiable, comparable classification in the Hospital sector. This group of employees received no increases in the 2009 or 2010 calendar year.

I do not award the same general increases for this group of employees as the “market adjusted” employees because doing so would mean that over two awards, this group of employees would receive four years of no increases to base compensation aside from the 1% I awarded on March 1, 2011. Neither Party identified any other group of comparable employees in the broader public or healthcare sectors which had two awards of no increases to wages over the same period of time.

Also, it is notable that had this group of employees stayed within the Ontario Public Service (although not identified by the Union as a comparator), they would have received approximately 7.5% in general wage increases from 2009 – 2012. Notwithstanding, I do find it appropriate to award no increases to base compensation in 2013 given the current economic climate and bargaining trends. Instead, I award a lump sum payment. My award for this group is as follows:

April 1, 2011 – 1%	October 1, 2011 - 1%
April 1, 2012 – 1%	October 1, 2012 – 1%
Date of Award – \$750 lump sum payment.	

3) “Scope” and “Post Scope” employees

“Scope” employees became part of the Union after March 31, 2011, and hold positions, for the most part, outside of the public health labs. As a result of tripartite negotiations between the Employer, OPSEU and AMAPCEO (the

Employer's other bargaining agent), the Parties agreed to fundamentally alter the recognition clauses of both collective agreements to reflect more "functionally" based bargaining units.

The Parties entered into a transition agreement which governed the terms and conditions of these employees until the next collective agreement was concluded (the instant collective agreement). Therefore, my award incorporates the "scope" employees into the collective agreement for all purposes and replaces the applicable terms of the transition agreement.

"Post-scope" employees are employees hired in new classifications after March 31, 2011. Since the classification is new, no wage grid has yet been established in the collective agreement.

The primary challenge with this group is that they were hired in classifications which did not previously exist within the Employer and their monetary terms and conditions of employment were governed by their individual employment contract until the issuance of this award. The Parties mutually agreed on the hearing day to allow me to consider their competing submissions with respect to appropriate wage grids for these employees. Both presented wage grids for my determination. The wage grids differed in a number of respects and each party argued that their proposal was the more reasonable one. The wage rates in the Employer's wage grids were not uniformly lower compared to the Union's (in fact, some were higher), but the Employer argued that overall, the total compensation impact was lower than the Union's proposal. The Employer also argued that its wage grids had more internal consistency than the Union's. For both of these reasons, I award the Employer's proposed wage grids. The wage grids are attached at Appendix B. Each employee in one of the classifications contained at Appendix B will be placed on the closest step on the grid without having their wage rate reduced effective the date of this award. Such employees will progress to the next step of the grid if eligible on their next anniversary date.

Summary of Award

The summary of my awarded items are as follows:

1) "MLT1" will receive the following wage grid effective April 1, 2012:

28.43 29.53 30.30 31.11 31.92 32.87 33.86 **34.88 35.92**

Eligible employees will proceed to Step 8 of the new grid on their first anniversary following April 1, 2012. Such employees will proceed to Step 9 of the grid on their next anniversary date following April 1, 2013.

2) "MLT2, MLT3 and LA2" classifications will receive the following market adjusted increases:

April 1, 2011 – 2%

April 1, 2012 – 2%

Any wage rate that is or becomes higher than the respective step on the Participating Hospitals and OPSEU wage grid shall be changed to the Participating Hospital rate. The respective grids will be as set out below:

MLT2	01-Apr- 11	2%	32.37	32.26	34.16	35.11	36.07	37.15	38.26
	01-Apr-12	2%	32.60	33.90	34.84	35.81	36.79	37.89	39.03

LA2	01-Apr-11	2%	23.51	23.89	24.25	24.98	25.73
	01-Apr 12	2%	23.53	24.37	24.73	25.48	26.25

3) The Employer's wage grid for "scope" and "post scope" employees is awarded. The wage grids are set out in the attached Schedule B. Employees will be placed on the appropriate grid at the next closest step to their current wage rate, without having a reduction in wage rate. Movement thereafter will be on their next anniversary date from the date of the award

4) The Union's proposal with respect to the MLT4 ("Charge Technologist") is awarded. The wage grid will be as follows:

MLT4	01-Apr- 12	34.46	35.83	37.20	38.57	39.96	41.30	42.71
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5) All other classifications not covered by 1 - 4 listed above will receive 1% effective April 1, 2011, 1% effective October 1, 2011 and 1% effective April 1, 2012 and 1% October 1, 2012.

6) Effective April 1, 2013 the MLT1, MLT2, MLT3, MLT4 and LA2 classifications will receive a 2.75% market adjusted increase.

7) Effective April 1, 2013, all other classifications not listed in #6 above nor "scope employees" (in recognition of the scope employees receiving pay for performance prior to the implementation of the grid) shall receive a lump sum of \$750, prorated based on regular hours worked in lieu of foregoing a general wage increase from April 1, 2013 to March 31, 2014..

8) Any employee with a salary above the respective wage will be red circled. This means that the employee will not have a wage increase until the wage grid meets or exceeds his or her current salary.

9) Any retroactive payments will only be paid to current employees, retired employees during the term of this agreement and employees laid off by the Employer during the term of this agreement.

10) All payments will be made within 150 days of this award.

11) All other agreed items attached at Appendix A are incorporated into the collective agreement.

Finally, I will remain seized until the parties enter into a collective agreement.

Dated at Markham, Ontario, this 4th day of October, 2013.

A handwritten signature in cursive script, appearing to read "Gerry Lee".

Gerry Lee – Chair

Schedule A

Agreed Items – February 8, 2012

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).

ARTICLE 2 – DEFINITIONS

2.4 Internship Program/Initiatives

add

No Full-time, Part-time or Temporary Employees shall have any hours of work reduced as a result of the use of Interns.

ARTICLE 5 – MANAGEMENT RIGHTS

5.1 (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 complement 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.

ARTICLE 6.1 – UNION SECURITY

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.

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.4 (e) Union Counter proposal

~~Prior to the initial meeting date being established, the parties will provide document disclosure on a without prejudice basis to each other, with the purpose of providing both parties with the opportunity to understand the grievance and to prepare for the resolution meeting(s).~~

Amend as follows:

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.

f) 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.

(NEW)

At any stage of the grievance procedure the parties may extend the time limits with mutual consent of the Agency and the Union.

9.12 No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance, ~~except as herein provided unless otherwise agreed.~~

ARTICLE 27 – ENTITLEMENT ON DEATH

Amend as follows:

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 ~~such person as the Agency determines~~, 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 such person as the Agency determines~~, 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.

LETTERS OF UNDERSTANDING


#1 Re: Self Funded Leave - Renew

#2 Re: Termination Payments - Renew

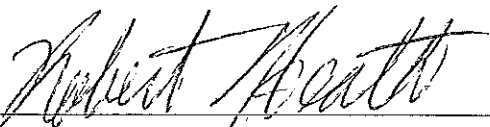
Dated this 8th day of February, 2012:

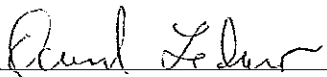
For the Union



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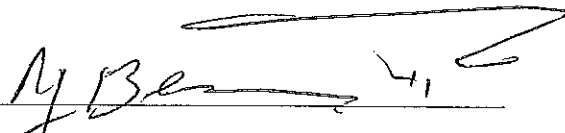

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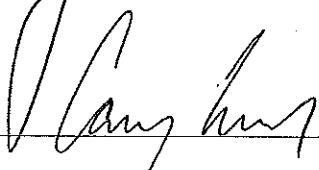

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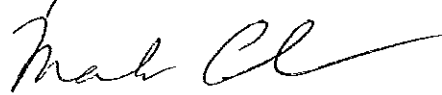

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For the Employer


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The Parties agree to implement this article immediately upon execution.

ARTICLE 2(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: Level 1 = \$ 10.25 Level 2 = \$ 11.10


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

Signed on this 8th day of February, 2012,

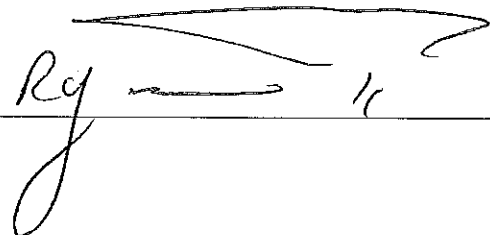
For the Union

For the Employer









P. Egan

Robert Heath

Paul L. Lee

[Large scribbled signature]

Ray King

Mark Cook

Agreed Items – March 28, 2012

ARTICLE 8 – HEALTH AND SAFETY

Change title:

8.10 Access to **Accident and Health and Safety Incident Reports**

ARTICLE 9 – GRIEVANCE AND ARBITRATION PROCEDURE

9.17

Add

At any stage of the grievance procedure the parties may extend the time limits with mutual consent of the Agency and the Union.

9.22

Amend to:

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 ~~thirty (30) days prior to 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.

12.7.1

12.7.1 Before issuing notice of layoff pursuant to Article 12.9, and following notice pursuant to Article 12.4 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 classifications 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 12.7 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 12.7.

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.

12.8.1 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 classifications 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 classification 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.

ARTICLE 14.3 JOB POSTING

~~14.3.3 This article shall not apply to temporary assignments where an employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.~~

14.3.4.1 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 14.3.4.2.**

14.3.4.2 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.

Delete current Article 23 and replace with:

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 to the affected employee(s) in writing at least one (1) month prior to the proposed cancellation or amendment.

**Letter of Understanding #3 (Contracting Out) – agreed to move to 12.1.2
(renumber current 12.1 to 12.1.1)**

**Letter of Understanding #4 (Harassment and Violence in the Workplace) -
Renewed**

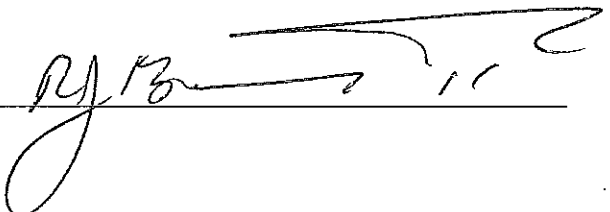
Letter of Understanding #7 (Seasonal Employees) – Renewed

Dated this 28th day of March, 2012:

For the Union

For the Employer





Ellen Hosli

Nicholas & Dave

Phyllis

Mark Carl

David Ledner

Ann

Robert Heath

Sharon

The following items are agreed between the Parties.

Dated this 9thth day of August, 2012 at Toronto, Ontario

FOR THE EMPLOYER

FOR THE UNION

FOR THE EMPLOYER

FOR THE UNION

Mihale R. Pance

Paul

Mark C.

David Le Dues

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Robert Heaths

P. G. J.

Ellen Steolin

APPENDIX A

ARTICLE 9 - GRIEVANCE PROCEDURE

9.4 Complaint Stage

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 has no 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 grievance **complaint**. Failing settlement within ten (10) working days, it shall then be taken up as a grievance within the ten (10) working days following his or her immediate supervisor's decision in the following manner and sequence:

- d) **Step 1**
During the twenty (20) working day resolution period referred to above, the parties will attempt to resolve the matter(s) in dispute through a **Step 1** meeting or a series of meetings which shall involve the individuals with authority to resolve the grievance.
- f) **Step 2**
In resolving the dispute, the parties will hold a **Step 2** meeting and any other meetings 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.

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.

ARTICLE 11 - SENIORITY LIST

11.3 Seniority List

Amend to:

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.

Included on the posting will be notice that Once posted employee's will have a maximum of sixty (60) days to challenge their seniority calculation. If no challenge is received within this time limit, the employee's seniority will be deemed to be correct.

ARTICLE 14.1.5 RELOCATION ALLOWANCE

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.**

ARTICLE 18

Telephone Consultation

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, ~~in circumstances where such contact is considered to be a "call back to work"~~ but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of ~~four (4) hours'~~ **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 ~~four 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.**

ARTICLE 19 - HOLIDAYS

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 each. 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.

19.3 Holiday Payment

Where an employee works 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 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.

It is understood that if an employee is called in to work on a day that is approved as a float holiday, the employee will receive regular pay for all hours worked and the float holiday will be returned to the employee.

DURATION

28.1 This Agreement shall be in effect from **April 1, 2011** until **March 31, 2013** 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.

EI REBATE

Each employee will receive a lump sum payment in lieu of the E.I. Rebate as of the date of ratification.

Letters of Understanding:

#5 – Employer agrees to move Article 17

#6 – Employer agrees to renew as per previous submissions

#8 – language needs to be amended to reflect possible expiration of entitlements after January 1, 2013 OPT renewal

#9 - language needs to be amended to reflect possible expiration of entitlements after January 1, 2013 OPT renewal

Agreed Items – March 2, 2013

Replace rates with the following:

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:


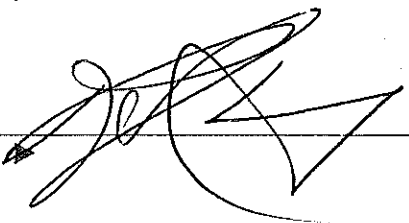
<u>Kilometres</u>	<u>Southern</u>	<u>Northern</u>
<u>Driven</u>	<u>Ontario</u>	<u>Ontario</u>
0 - 4,000 km	40 cents /km	41 cents /km
4,001 - 10,700 km	35 cents /km	36 cents /km
10,701 - 24,000 km	29 cents /km	30 cents /km
over 24,000 km	24 cents /km	25 cents /km

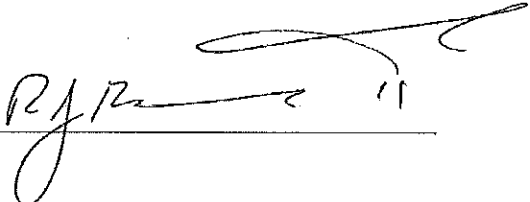
Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31, inclusive).

Dated this 16th day of July, 2013:

For the Union

For the Employer


▶ _____
Ellen O'Brien
▶ _____
Plus Gaur
▶ _____
David Ledent
▶ _____
Robert Heath
▶ _____

▶ _____


▶ _____
Nicholas R. Bann
▶ _____
Mark Coult
▶ _____
▶ _____
▶ _____

Schedule B

	A	B	C	D	E	F	G	H	I	J
1	Positions	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
2	Procurement									
3	Contract Administrator	942.76	971.93	1001.21	1032.28	1065.31	1097.27			
4	<i>Hourly</i>	26.01	26.81	27.62	28.48	29.39	30.27			
5	Contract Manager	1233.41	1290.47	1351.36	1413.38	1486.57	1531.16			
6	<i>Hourly</i>	34.03	35.60	37.28	38.99	41.01	42.24			
7	Finance									
8	Accounts Payable Associate, Payroll Associate, Payroll Associate/Accounts Payable Associate	20.96	21.38	21.84	22.34	22.82	23.50			
9	Payroll Specialist	31.09	32.07	33.04	34.12	35.14	36.20			
10	Budgeting and Reporting Analyst	1039.79	1075.75	1114.22	1155.18	1198.66	1234.62			
11	<i>Hourly</i>	28.68	29.68	30.74	31.87	33.07	34.06			
12	Accountant, Financial Analyst	1124.89	1166.01	1212.28	1267.87	1325.48	1365.24			
13	<i>Hourly</i>	31.03	32.17	33.44	34.98	36.56	37.66			
14	Business Coordinator, Intermediate Accountant, Senior Financial Analyst	1233.41	1290.47	1351.36	1413.38	1486.57	1531.16			
15	<i>Hourly</i>	34.03	35.60	37.28	38.99	41.01	42.24			
16	Senior Accountant, Enterprise Resource Analyst	1328.97	1389.79	1461.79	1528.79	1606.98	1655.18			
17	<i>Hourly</i>	36.66	38.34	40.33	42.17	44.33	45.66			
18	IT									
19	IT Support Coordinator	1053.64	1088.19	1122.69	1168.82	1216.77	1253.27			
20	<i>Hourly</i>	29.07	30.02	30.97	32.24	33.57	34.57			
21	Identity Management and Search Technology Specialist, Infrastructure Support Specialist, SharePoint Specialist, Web Developer/Web Applications	1175.04	1217.27	1274.37	1331.44	1393.52	1435.32			
22	<i>Hourly</i>	32.41	33.58	35.16	36.73	38.44	39.60			
23	Database Developer, IT Business Analyst Web Applications, SharePoint Designer/Administrator, Multimedia & e-Learning Developer, Programmer Analyst	1,261.90	1,319.06	1,381.11	1,444.41	1,518.86	1,564.41			
24	<i>Hourly</i>	34.81	36.39	38.10	39.85	41.90	43.16			

	A	B	C	D	E	F	G	H	I	J
25	Database Administrator/Data Analyst, Database Advisor, Document and Records Management Specialist, Senior Business Analyst, Application Development, System Administrator, System Administrator (High Performance Computing)	1358.73	1422.08	1494.08	1563.57	1652.98	1702.56			
26	<i>Hourly</i>	37.48	39.23	41.22	43.13	45.60	46.97			
27	Network and Security Specialist, Senior Database Administrator/Data Analyst, Senior IT Business Analyst, Senior IT Business Analyst (LIMS)	1545.49	1613.69	1681.85	1750.07	1818.23	1872.78			
28	<i>Hourly</i>	42.63	44.52	46.40	48.28	50.16	51.66			
29	Technical Project Manager	1681.96	1740.83	1801.78	1875.65	1963.79	2022.70	2083.83	2145.88	
30	<i>Hourly</i>	46.40	48.02	49.70	51.74	54.17	55.80	57.48	59.20	

	A	B	C	D	E	F	G	H	I	J
31	RICN									
32	Network Assistant	22.30	22.77	23.29	23.84	24.40	25.14			
33	Administrative									
34	Receptionist	19.60	19.99	20.41	20.84	21.29	21.94			
35	Information Clerk	22.30	22.77	23.29	23.84	24.40	25.14			
36	Administrative Coordinator	24.64	25.31	25.96	26.62	27.32	28.12			
37	Facilities									
38	Facilities Administrative Assistant	22.30	22.77	23.29	23.84	24.40	25.14			
39	Facilities Coordinator	1053.64	1088.19	1122.69	1168.82	1216.77	1253.27			
40	<i>Hourly</i>	29.07	30.02	30.97	32.24	33.57	34.57			
41	Project Manager, Facilities	1545.49	1613.69	1681.85	1750.07	1818.23	1872.78			
42	<i>Hourly</i>	42.63	44.52	46.40	48.28	50.16	51.66			
43	Senior Project Manager, Facilities	1681.96	1740.83	1801.78	1875.65	1963.79	2022.70	2083.83	2145.88	
44	<i>Hourly</i>	46.40	48.02	49.70	51.74	54.17	55.80	57.48	59.20	
45	PHL									
46	Senior Project Manager, Lab Renewal	1681.96	1740.83	1801.78	1875.65	1963.79	2022.70	2083.83	2145.88	
47	<i>Hourly</i>	46.40	48.02	49.70	51.74	54.17	55.80	57.48	59.20	
48	Customer Service Representative	21.64	22.14	22.64	23.19	23.73	24.43			
49	Operational Support Assistant	20.96	21.38	21.84	22.34	22.82	23.50			
50	Process Engineering Advisor	29.26	30.45	31.60	33.08	34.64	35.68			
51	Senior Environmental Lead - Bacteriology	35.41	36.82	38.22	39.63	41.06	42.44	43.88		
52	Library Technician 1	18.99	19.31	19.63	20.00	20.36	20.97			
53	Coordinator, Laboratory Infrastructure	1107.70	1141.51	1176.42	1211.71					
54	<i>Hourly</i>	30.56	31.49	32.45	33.43					
55	Administrative Support Clerk	19.60	19.99	20.41	20.84	21.29	21.94			
56	Supervisor, Specimen Handling	28.11	28.95	29.83	30.75	31.70	32.64			
57	Program/Multimedia Assistant	22.30	22.77	23.29	23.84	24.40	25.14			
58	Business Analyst	1122.81	1168.38	1212.71	1269.61	1329.15	1369.03			
59	<i>Hourly</i>	30.97	32.23	33.45	35.02	36.67	37.77			
60	Customer Service Supervisor	35.41	36.82	38.22	39.63	41.06	42.44	43.88		