

CORRECTIONAL BARGAINING UNIT COLLECTIVE AGREEMENT

with respect to

**WORKING CONDITIONS, EMPLOYEE BENEFITS
AND SALARIES**

Represented by

**THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**
(Hereinafter referred to as the “Union”)

and

THE CROWN IN RIGHT OF ONTARIO

Represented by

**MANAGEMENT BOARD
OF CABINET**
(Hereinafter referred to as the “Employer”)

January 1, 2018 to December 31, 2021



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PREAMBLE

1. The purpose of this Agreement between the Employer and the Union is to establish and maintain:
 - (a) satisfactory working conditions and terms of employment for all employees who are subject to this Agreement;
 - (b) a procedure for the prompt and equitable handling of grievances and disputes.
2. It is understood that the provisions of this Agreement apply equally to all employees and that the parties are committed to work together on joint initiatives that further support diversity in the workplace.

The parties, therefore, agree as follows:

CORRECTIONAL BARGAINING UNIT COLLECTIVE AGREEMENT

made on the 8th day of May, 2020

between

**THE ONTARIO PUBLIC SERVICE
EMPLOYEES UNION**
(Hereinafter referred to as the “Union”)

and

THE CROWN IN RIGHT OF ONTARIO

Represented by

**MANAGEMENT BOARD
OF CABINET**
(Hereinafter referred to as the “Employer”)

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PART 1

PART 1A – WORKING CONDITIONS

INDEX OF ACRONYMS

For ease of reference, acronyms have been added to visually indicate the applicability of an article to the following employee groups:

FXT – Fixed Term Employee
SE – Seasonal Employee
ST – Student Employee
RPT – Regular Part Time Employee
GO – Go Temp

These acronyms are not intended to substitute for the language of the Collective Agreement. Reliance should only be placed on the actual text of the Collective Agreement.

DEFINITIONS

- 1.1 A “regular employee” is a public servant appointed under section 32 of the *Public Service of Ontario Act, 2006* other than for a fixed term.
- 1.2 “Regular Service” is that part of the Public Service composed of regular employees.
- 1.3 A “fixed term employee” (FXT) is a public servant appointed under Part 3 of the *Public Service of Ontario Act, 2006* for a fixed term.
- 1.4 “Fixed Term Service” is that part of the Public Service composed of fixed term employees.
- 1.5 A “Regular part-time employee” (RPT) is a regular part-time employee who has been appointed to the Regular Service.
- 1.6 A “Seasonal employee” is a public servant appointed under Part 3 of the *Public Service of Ontario Act, 2006* for a period of at least eight (8) consecutive weeks to an annually recurring full-time position in the Fixed Term Service in a ministry. For purposes of this definition full-time means a minimum of thirty-six and one-quarter (36 ¼) or forty (40) hours per week, as applicable.

ARTICLE 1 – RECOGNITION

(FXT, SE, ST, RPT, GO)

1.1.1 The Ontario Public Service Employees Union (OPSEU) is recognized as the exclusive bargaining agent for the Correctional Bargaining Unit consisting of all Crown Employees as defined in clause 1(1)(a) of the *Crown Employees Collective Bargaining Act, 1993* as amended from time to time, save and except:

- (a) all persons or employees excluded by subsection 1.1(3) of the *Crown Employees Collective Bargaining Act, 1993* as amended from time to time;
- (b) all persons or employees exercising managerial functions or employed in a confidential capacity in relation to labour relations;
- (c) all employees in bargaining units for which any other trade union or association holds bargaining rights as of January 1, 2009;
- (d) all employees in the OPSEU Unified Bargaining Unit;
- (e) all employees employed in HR Ontario (as the organization's functions exist as of January 1, 2009),
- (f) all employees employed at the Ontario Police College (as the organization's functions exist as of January 1, 2009).

For clarity, the Correctional Bargaining Unit is the successor unit to the former Correctional Bargaining Unit as described in subsection 22(2) of the *Crown Employees Collective Bargaining Act, 1993* and which is the successor bargaining unit to the bargaining unit as described as Unit II by the Lieutenant Governor in Council in OIC 243/94 dated February 3, 1994, attached hereto as Appendix 2, in the Tripartite Agreement between the Crown, OPSEU and AMAPCEO dated April 21, 1995, plus those employees included in the Corrections bargaining unit or in the Correctional Bargaining Unit by the agreement of the Crown and OPSEU from February 3, 1994 to December 31, 2008, and as amended by agreement of the parties and such description is deemed to be incorporated in this collective agreement.

1.1.2 For greater certainty, the Correctional Bargaining Unit is composed of Crown employees who are public servants employed in positions responsible for:

- (a) the security, control, supervision, care and rehabilitation of adult offenders and young offenders in provincial correctional institutions/facilities (including maximum security units at the provincial psychiatric hospitals);

- (b) providing related community-based probation, parole and rehabilitation services to adult and young offenders;
 - (c) other positions that are headquartered at adult correctional institutions; youth justice facilities; adult probation and parole offices; youth probation offices; or the Correctional Services Recruitment and Training Centre; or
 - (d) employees in positions or classes that have been or may be established within the above description.
- 1.2 For greater certainty, such employees include regular, fixed term employees, students, GO Temps, and such other employees as may be mutually agreed.
- 1.3 For greater certainty, the Correctional Bargaining Unit shall be deemed to be amended in accordance with any agreement of the parties. A list of classifications in the Correctional Bargaining Unit is attached in the Salary Schedule.
- 1.4 Where the Employer establishes a new classification or creates a new position within an existing class, the Employer shall provide the Union with a copy of the class standard and/or position description, including bargaining unit status (if applicable), at the relevant MERC.
- 1.5 Upon written request to the employee's immediate supervisor, an employee in the bargaining unit shall be provided with a copy of their current position description and other documents, if they exist, related to the duties and responsibilities of the position, e.g. physical demands analysis. This information shall be provided within twenty (20) working days of request.
- 1.6 No position or person in the bargaining unit will be reclassified, nor will any other action be taken with respect to such position or person that is tantamount to reclassification, which reclassification or action tantamount to reclassification would have the effect of moving the position or person from the OPSEU Correctional Bargaining Unit to another bargaining unit. Positions or persons may be transferred from the OPSEU Correctional Bargaining Unit to the OPSEU Unified Bargaining Unit by agreement of OPSEU and the Crown.
- 1.7 Upon written request to the Employer, the Union shall be provided with a copy of any position description (whether inside or outside of the bargaining unit). This information shall be provided within twenty (20) working days of the request.
- 1.8 For clarity, the Employer agreed that any new positions or any new classifications of employees that fall within the definition set out in Article 1.1 will be placed in the Correctional Bargaining Unit represented by OPSEU.

- 1.9 If a person or position that was represented by OPSEU in one of its predecessor bargaining units or any new position or classification is not placed in the Correctional Bargaining Unit and is not excluded pursuant to Article 1.1 of the OPSEU Unified Bargaining Unit Collective Agreement, that person, position or classification must be placed in the Unified Bargaining Unit.
- 1.10 If a position or classification from the Unified Bargaining Unit is transferred to the Correctional Bargaining Unit and that position or classification does not already exist in the Correctional Bargaining Unit, the entire class series from that position or classification shall be established in the Correctional Bargaining Unit.

ARTICLE 2 – MANAGEMENT RIGHTS

(FXT, SE, ST, RPT, GO)

- 2.1 For the purpose of this Collective Agreement, the right and authority to manage the business and direct the workforce, including the right to hire and lay-off, appoint, assign and direct employees; evaluate and classify positions; discipline, dismiss or suspend employees for just cause; determine organization, staffing levels, work methods, the location of the workplace, the kinds and locations of equipment, the merit system, training and development and appraisal; and make reasonable rules and regulations; shall be vested exclusively in the Employer. It is agreed that these rights are subject only to the provisions of this Collective Agreement.

ARTICLE 3 – NO DISCRIMINATION / EMPLOYMENT EQUITY

(FXT, SE, ST, RPT, GO)

- 3.1 There shall be no discrimination practiced by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or disability as defined in section 10(1) of the *Ontario Human Rights Code (OHRC)*.
- 3.2 There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.
- 3.3 The Parties are committed to a workplace free from workplace harassment, including bullying, by other employees, supervisors, managers, any other person working or providing services to the Employer in the workplace, clients or the public, in accordance with the law. Workplace harassment is engaging in a course of vexatious comment or conduct against an employee in the workplace that is known or ought reasonably to be known to be

unwelcome.

- 3.4 It is recognized that in accordance with section 14 of the *Ontario Human Rights Code*, the Employer's employment equity program shall not be considered a contravention of this article.

ARTICLE 4 – CHECK-OFF OF UNION DUES

(FXT, SE, ST, RPT, GO)

- 4.1 There shall be deducted from the regular bi-weekly pay of every employee appointed to the regular staff of the Regular service a sum in lieu of membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union.
- 4.2 The deductions referred to herein shall be remitted to the Ontario Public Service Employees Union.
- 4.3 The Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 4.4 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this article.
- 4.5 The parties agree on the arrangements for dues reconciliation data, see Appendix 1 (Data File on Union Dues) attached.

ARTICLE 5 – INFORMATION TO NEW EMPLOYEES

(FXT, SE, RPT)

- 5.1 A newly hired employee shall be informed in writing whether their 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 22.5.4 (Grievance Procedure).
- 5.2 The Employer shall make sufficient copies of the Collective Agreement available within the ministries to ensure that all employees have access to the Collective Agreement.
- 5.3 A newly hired fixed-term or seasonal employee shall be informed in writing of the option to join the OPSEU Pension Trust.

- 5.4 All newly hired Fixed-Term, Seasonal, and Regular Part-Time employees shall be informed in writing within thirty (30) days of hire of their benefits and the option to enroll in these benefits.

ARTICLE 6 – POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

(RPT)

- 6.1.1 When a vacancy occurs in the Regular Service for a bargaining unit position or a new regular position is created in the bargaining unit, it shall be advertised for at least ten (10) working days prior to the established closing date. Notices of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so. (FXT, SE)

- 6.1.2.1 Notwithstanding Article 6.1.1 above, the Employer may hire qualified candidates in rank order who previously applied for the same vacancy or new position provided that a competition was held during the previous fourteen (14) months following the closing date of the posting and was within 125 kilometres of the work location of the previously posted position, and provided that the position has cleared surplus. The Employer in these circumstances is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, five (5) working days prior to filling the vacancy or new position. The five (5) working day period can be waived with mutual agreement by the parties. (FXT, SE)

- 6.1.2.2 Candidates that decline a job offer under Article 6.1.1 shall continue to retain their rank on the eligibility list for future vacancies or new positions filled under Article 6.1.2.1. Where the Employer uses the provisions set out in Article 6.1.2.1, a candidate being offered a position may, at their option, decline the position and the position will be offered to the next highest ranked candidate. Once a position has been accepted by the candidate, they will no longer be considered for future vacancies or new positions based on the original competition.

The Employer shall establish an eligibility list of qualified candidates for each position based on the results of a competitive process. The Employer is not required to fill positions through Article 6.1.2.1 when exercising its discretion to fill a vacancy. The eligibility list shall only be shared with the respective Local Union President where the vacancy or new position exists when the Employer reaches back to a competition for the first time. (FXT, SE)

- 6.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, and the hours of work schedule as set

out in Article COR2 (Hours of Work). Where a position is posted within the Ontario Public Service, the internal notice of vacancy shall also state the work location where the position currently exists, that the position is represented by the Union and the particular bargaining unit which contains the position. (FXT)

- 6.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the deciding factor. (FXT, SE)
- 6.4 An applicant who is invited to attend an interview within the Regular service 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. (FXT, SE)
- 6.5 Relocation expenses shall be paid in accordance with the provisions of the Employer's policy.
- 6.6.1.1 With the agreement of the Union, the employee and the Employer, an employee shall be assigned to a vacancy where:
- (a) the vacant position is identical to the position occupied by the employee, and
 - (b) the vacant position is in the same ministry as the position occupied by the employee, and the provisions of Articles 6.1.1, 6.2, 6.3, 6.4 and 6.5 shall not apply.
- 6.6.1.2 Where an employee holds a French Language Services (FLS) designated position the employee can laterally transfer to a non-designated position.
- Furthermore, where an employee has a FLS designation at the required level achieved in the last two (2) years and has all current requirements, they can laterally transfer from a unilingual position to a FLS designated position.
- 6.6.2 The assignment of an employee to a vacancy in accordance with Articles 7 (Pay Administration), 20 (Employment Stability), 25 (Leave – Special), 42 (Long Term Income Protection), 50 (Pregnancy Leave) and 51 (Parental Leave) shall have priority over an assignment under Article 6.6.1.
- 6.7 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.
- 6.8 Where the job specification for a posted vacant position is not available online, or where an employee does not have access to the intranet, upon written request to the Employer, an employee shall be given a copy of the

current position specification applicable to the position they are making application to prior to the closing of the job competition.

- 6.9 Reference checks are not required on candidates who are not being considered for a job offer.

ARTICLE 7 – PAY ADMINISTRATION

- 7.1.1 Promotion occurs when the incumbent of a regular position is assigned to another position in a class with a higher maximum salary than the class of their former position.

- 7.1.2 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 their present rate of pay, except that:

- (a) where such a change results in an increase of less than three percent (3%), they 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.

- 7.1.3 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.

- 7.2.1 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 based on merit 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.

- 7.2.2 An employee to whom Article 7.2.1 applies is entitled to be appointed to the

first vacant position in their former class that occurs in the same administrative district or unit, institution or other work area in the same ministry in which the employee was employed at the time the reclassification was made.

7.3 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 based on merit 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.

7.4.1 Where, because of the abolition of a position, an employee is assigned:

- (a) from one position in a ministry to another position in the same ministry, or
- (b) from a position in one ministry to a position in another ministry,

and the position to which they are assigned is in a class with a lower maximum salary than the maximum salary for the class of the position from which they were assigned, they shall continue to be entitled to salary progression based on merit 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 employee starts the new assignment.

7.4.2 Article 7.4.1 applies only where there is no position the employee is qualified for, and that they may be assigned to, and that is:

- (a) in the same classification that applied to the employee's position before the position was abolished, or
- (b) in a classification having the same maximum salary rate as the maximum salary rate of the classification that applied to the employee's position before the position was abolished.

7.5 Where, for reasons of health, an employee is assigned to a position in a classification having a lower maximum salary, the employee shall not receive any salary progression or salary decrease for a period of six (6) months after their assignment, and if at the end of that period, the employee is unable to accept employment in their former classification, they shall be assigned to a classification consistent with their condition.

7.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate they were receiving at the time of demotion, effective from the date of their demotion.

- 7.7 It is understood that where an employee is assigned to a position pursuant to Articles 7.4.1, 7.4.2, 7.5 or 7.6, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

CUSTODIAL RESPONSIBILITY ALLOWANCE

- 7.8 See Appendix COR2 (Custodial Responsibility Allowance).

ARTICLE 8 – TEMPORARY ASSIGNMENTS

(FXT, SE, RPT)

- 8.1.1 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, the employee shall be paid acting pay from the day they 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 three percent (3%), they shall receive the next higher salary rate again.
- 8.1.2 Notwithstanding Article 8.1.1, acting pay shall not exceed the maximum of the salary range of the higher classification except where permitted by salary note.
- 8.2 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower salary maximum where there is not work reasonably available for the employee in the position from which they were assigned, the employee shall be paid the lower applicable classification rate to which they were assigned, after the expiration of ten (10) consecutive working days in such lower classification.
- 8.3 When an employee is temporarily assigned to the duties and responsibilities of a position in a classification with a lower maximum salary where there is work reasonably available for the employee in the position from which they were assigned, the employee shall continue to be paid at the rate applicable to the classification from which they were assigned.
- 8.4 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.
- 8.5.1 Where an employee is temporarily assigned to a position in another bargaining unit for a period of more than thirty (30) days, the employee 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 the employee have been assigned except that pensions, insured benefits entitlements, and

entitlements under Article 20 (Employment Stability) will continue to be governed by the rules applicable to the employee's position in the OPSEU Correctional bargaining unit.

- 8.5.2 When an employee is temporarily assigned to a non-bargaining unit position, the employee shall continue to pay dues to OPSEU and continue to be covered by the Collective Agreement for the entire term of the temporary assignment.
- 8.6.1 Where an employee is assigned temporarily to a position, Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply except where:
- (a) the term of a temporary assignment is greater than six (6) months' duration, and
 - (b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 8.6.2 In no case shall any provision of this Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments, except as provided in Article 8.6.1.
- 8.6.3 Where a vacancy as described in Article 8.6.1 has been filled pursuant to Article 6 (Posting and Filling of Vacancies or New Positions) and the incumbent has filled the position for at least eighteen (18) months, the Employer may assign them to the position on a permanent basis provided that the position has cleared surplus and Article 6 (Posting and Filling of Vacancies or New Positions) does not apply.

ARTICLE 9 – HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

(FXT, SE)

- 9.1 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 both the Employer 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.
- 9.2 The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- 9.3 The purchase of safety shoes or boots for on-the-job protection of the purchaser shall be subsidized as per the applicable practice in each ministry.
- 9.4 The current practices relating to the supply and maintenance of apparel for employees shall continue during the term of this Collective Agreement,

subject to any changes which may be entered into between the parties at the local or ministry level.

VIDEO DISPLAY TERMINALS (VDT)

- 9.5 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes to perform other duties away from the VDT.
- 9.6 At the beginning of assignment to a VDT and every twenty-four (24) months thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist 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 VDT operator shall authorize release of a copy of the examination report to the Employer.

- 9.7.1 A pregnant VDT operator who operates a VDT that contains cathode ray tubes may request reassignment from VDT duties for the remainder of their pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that the employee is pregnant.
- 9.7.2 Upon receipt of the written request specified in Article 9.7.1, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit within their ministry, provided that the employee is able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of the classification of their position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest salary maximum. The assignment of a surplus employee to a vacancy, in accordance with Article 20 (Employment Stability), shall have priority over an assignment under Article 9.7.
- 9.7.3 Where an employee is assigned to a vacancy in accordance with Article 9.7, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall have no application.

- 9.7.4 Where an employee is assigned, under Article 9.7.2, to a position in a classification with a lower salary maximum than the salary maximum of the classification of the position from which she was assigned, the employee shall be paid at the rate within the salary range of the classification of the position to which the employee has been assigned under Article 9.7.2, which is closest to but not more than the rate the employee was receiving immediately prior to the assignment.
- 9.7.5 Where it is not possible to assign an employee in accordance with Article 9.7.2, the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which the employee would be entitled to commence pregnancy leave of absence in accordance with Article 50 (Pregnancy Leave).
- 9.7.6 An employee who does not accept an assignment made in accordance with Article 9.7.2, may elect either to continue work in their original position or request leave of absence in accordance with Article 9.7.5.
- 9.8 Video display terminal work stations shall be equipped with tables or stands for the terminal to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is adjustable in height, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.

ARTICLE 10 – WORK ARRANGEMENTS

COMPRESSED WORK WEEK ARRANGEMENTS (FXT)

- 10.1 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties on a local or ministry level with respect to variable work days or variable work weeks. The model agreement with respect to compressed work week arrangements is set out below:

*MODEL AGREEMENT WITH RESPECT TO
COMPRESSED WORK WEEK
ARRANGEMENTS*

MEMORANDUM OF AGREEMENT

BETWEEN: THE MINISTRY OF

AND:

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its local)

This compressed work week agreement is made in accordance with Article 16 (Local and Ministry Negotiations) of the Collective Agreement and Article COR2 (Hours of Work) of the Collective Agreement, between the Ontario Public Service Employees Union and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Collective Agreement apply to employees covered by this Agreement.

Article 1 – Work Unit and Employees Covered

Detailed and specific description of work unit and employees covered.

Article 2 – Hours of Work

- 2.1 *Detailed description of the regular hours of work with an attached schedule where appropriate.*
- 2.2 *Article COR5.2, of the Collective Agreement shall not apply to employees covered by this compressed work week agreement.*

Article 3 – Overtime

- 3.1 *Authorized periods of work in excess of the regular working periods specified in Article 2.1 or on scheduled day(s) off will be compensated for in accordance with Article COR8 (Overtime) of the Collective Agreement.*

Article 4 – Holiday Payment

- 4.1 *Where an employee works on a holiday specified in Article 47 (Holidays) and opts for compensating leave under Article COR13.2, they may elect, at that time, to receive, in addition to their entitlement under Article or COR13.2, further leave equal to the difference between the number of hours in the employee's normal work day and their entitlement under Article COR13.2. Where an employee makes this election, there shall be deducted from the employee's pay for time worked under Article COR13.1, an amount equal to the number of additional hours of leave granted under this article.*

(Additional leave to be determined by length of regular work day. For an employee on Schedule 4, whose regular work day is 10 hours and who works 10 hours on a holiday:

<i>Entitlement under Article COR13.1</i> <i>10 hr. @ double time</i>	<i>= 20 hr. (straight time)</i>
<i>Entitlement under Article COR13.2</i>	<i>= 8 hr.</i>
<i>Where an employee elects additional leave under this article —</i>	
<i>Entitlement under Article COR13.2</i>	<i>= 8 hr.</i>
<i>Additional leave under this article</i> <i>(10 hr. – 8 hr.)</i>	<i>= 2 hr.</i>
<i>Reduced entitlement under Article COR13.1</i>	<i>= 18 hr.)</i>

Article 5 – Short Term Sickness Plan and Vacation Credits

5.1 *Short Term Sickness – Employees shall be entitled to full pay for the first (43½ or 48) hours of absence due to sickness or injury and seventy-five percent (75%) as set out in Article 44.1.2 for the next (899 or 992) hours of absence due to sickness or injury. Employees may exercise their option under Article 44.6 (Short Term Sickness Plan) of the Collective Agreement by deducting sufficient credits from accumulated credits for each (7¼ or 8) hours of absence.*

5.2 *Vacation Credits – A deduction from an employee’s vacation credits will be made for each day of approved vacation leave of absence as follows:*

(Prorating determined by length of workday. For an employee on Schedule 4, off on a ten (10) hour day, deduct $10/8 \times 1$ credit = 1.25 credits. For an employee on Schedule 4, off on a twelve (12) hour day, deduct $12/8 \times 1$ credit = 1.5 credits.)

A partial day’s absence will be prorated on the same formula.

Article 6 – Workplace Safety & Insurance

6.1 *For the purposes of Article 41.2 (Workplace Safety & Insurance) of the Collective Agreement “sixty-five (65) working days” shall be deemed to be (471¼ or 520) hours.*

Article 7 – Training Assignments

7.1 *When an employee covered by this compressed work week agreement attends a training program, the Employer may change the employee’s scheduled hours of work to the greater of:*

- (a) *7¼ or 8 hours per day, as applicable, or*
- (b) *the actual number of hours spent receiving training, for each day that the employee participates in the training program.*

7.2.1 *Where the change prescribed in Article 7.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the “extra” or “deficit” hours shall be reduced to zero within sixty (60) working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:*

- (a) *the employee shall be required to work a corresponding number of hours to make up for any deficit hours; or*
- (b) *the employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.*

7.2.2 *Where there is mutual agreement, an employee may receive pay at their basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with Article 7.2.1 (b).*

7.2.3 *Where an employee’s extra hours have not been reduced to zero within sixty (60) working days in accordance with Article 7.2.1, any such hours remaining to the employee’s credit shall be paid at the employee’s basic hourly rate.*

Article 8 – Special and Compassionate and Bereavement Leave

Such leaves are not to be prorated.

Article 9 – Term

9.1 *This Agreement shall be (x months, until either party notifies the other of its desire to renegotiate, etc.) and will be effective from the (day) of (month), (year) to the (day) of (month), (year).*

9.2 *Either party may, on written notice of (days, weeks) to the other party, terminate this Agreement.*

DATED THIS DAY OF , (YEAR)

*For the Ontario Public
Service Employees Union*

For the Ministry of

- 10.2 JOB SHARING
- 10.2.1 Job sharing can occur where there is agreement between the employees who wish to job share, the Union, and the Employer.
- 10.2.2 It is agreed that job sharing results from two employees sharing a full- time regular position and as such the position shall continue to be identified as a full-time regular position.
- 10.2.3 Employees in a job sharing arrangement must share the same classification and level.
- 10.2.4 The sharing of the hours of work shall be determined by the parties to the sharing agreement but in no case shall one employee work less than fourteen (14) hours per week.
- 10.2.5 (a) Employees in a job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in Part 1 & 2 of this Collective Agreement. However, where applicable, they shall be pro-rated in accordance with the employee’s hours of work.
- (b) This Collective Agreement will be used to provide administrative direction for the applicable pro-rating of the working conditions and benefits, and Article 57.1 (Pay and Benefits Administration) for the purposes of calculating a basic hourly rate.
- 10.2.6 In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full-time basis.
- 10.2.7 If the remaining employee declines the full-time opportunity, the position may be posted and advertised as a job sharing vacancy, subject to the provisions of this Collective Agreement.
- 10.2.8 Failing successful filling of the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full-time basis.
- 10.2.9 If the remaining employee still declines this opportunity, the position would continue to exist as a full-time position and the Employer may fill the balance of hours through temporary measures, if required.
- 10.2.10 The Employer undertakes to notify the President of the Union of all job sharing arrangements.

10.3 JOB TRADING

10.3.1 The following terms and conditions apply in respect of job trading as indicated in 10.3.2 to 10.3.13.

10.3.2 Regular employees who hold full-time, or regular part-time positions are eligible to trade jobs. An employee may trade jobs with an employee in receipt of notice of layoff pursuant to Article 20 (Employment Stability).

10.3.3 An employee can only trade jobs with an employee in the same category (i.e., a full-time employee can only trade jobs with another full-time employee; a regular part-time employee can only trade jobs with another regular part-time employee).

10.3.4 An employee who wishes to trade jobs with another employee must register with their ministry's human resources branch and complete the required documentation, which includes the employee portfolio. The employee must also indicate the specific location or locations to which they are willing to relocate.

10.3.5 An employee may only trade jobs with another employee who holds a position

- in the same classification; and
- in the same ministry; and

provided they are qualified to perform the normal requirements of the position without training.

10.3.6 Notwithstanding seniority, an employee will be considered for job trading prior to other employees registered for job trading if that employee's spouse is also employed in the Ontario Public Service and has relocated to continue such employment at a different headquarters location.

10.3.7 If an employee has registered for job trading and the employee has also offered to be declared surplus pursuant to Article 20.7 (Voluntary Exit Option) of the Collective Agreement, their rights under that article will be exercised before any rights under this job trading agreement.

10.3.8 Relocation expenses incurred by employees who trade jobs will not be reimbursed by the Employer.

10.3.9 In the event more than one (1) employee meets the criteria to trade jobs with another employee, the Employer will choose the best qualified employee for the job to be traded. Where the qualifications and skills of two (2) or more employees are relatively equal, seniority will be the deciding factor, subject

to Article 10.3.5 above.

- 10.3.10 Employees cannot trade jobs unless both of their managers approve of the trade.
- 10.3.11 Job trading is voluntary. Provided an employee has not been matched with another employee's job, they may withdraw at any time.
- 10.3.12 A job trade is not final until all four (4) parties to the trade have confirmed their agreement, in writing, i.e., the trading employees and their managers.
- 10.3.13 Should the employment situation or relocation decision of either employee change after sign-off, the job trade agreement remains binding. For example, if an employee receives surplus notice after a job trade is completed, then the employee will be subject to the appropriate procedures for redeployment.

ARTICLE 11 – HEADQUARTERS

- 11.1 This article applies to employees who do not attend at or work at or work from any permanent ministry facility in the course of their duties, but for whom a permanent ministry facility or other place is designated as an employee's "headquarters" for the purposes of the provisions of this Central Collective Agreement and of various allowances which require a headquarters to be specified.
- 11.2 A ministry may designate a headquarters when an employee is initially appointed to a position, or when a position is filled by an employee in accordance with Article 6 (Posting and Filling of Vacancies or New Positions), Article 7 (Pay Administration), Article 20 (Employment Stability) of this Collective Agreement. All job postings, notices and offers in relation to positions covered by this article shall include the designated headquarters for the position. This designation shall be the location considered by the ministry to be the most convenient for the efficient conduct of the ministry's business, having regard to the ministry's projection of the location of the employee's work assignments for a period of two (2) years. It is not a requirement that the designated headquarters be a facility whose functions are related to the work to be performed by the employee, and the employee's residence may also be designated as their headquarters. The Employer will supply to the Union, by December 30 of each year, a current list of headquarters designations for employees covered by this article.
- 11.3 By mutual agreement in writing between the ministry and an employee, a new headquarters may be designated for an employee at any time, and by mutual agreement in writing between the ministry and the employee, a temporary or seasonal headquarters may be designated for a stated period, following which the previously designated headquarters will be reinstated unless it has been changed in accordance with this article.

- 11.4 A ministry may change the headquarters of an employee covered by this article, if:
- (a) the employee's residence has been designated as their headquarters and they subsequently initiate a change of residence; or
 - (b) a ministry facility which has been designated as the employee's headquarters ceases to operate as a ministry facility; or
 - (c) the employee is assigned to a work location or work locations at least forty (40) kilometres by road from their existing headquarters, and it is anticipated that the employee will continue to work in the area of the new work location or work locations for at least two (2) years.
- 11.5 Where a ministry exercises its right to change the headquarters of an employee otherwise than by mutual agreement with the employee, the following procedure will apply:
- (a) The ministry shall first give notice to the employee of its intent, and shall consult with the employee to determine the employee's interests and the employee's preferences as to the new headquarters location.
 - (b) The ministry shall determine the new headquarters location in a way which is equitable to both the employee and the ministry.
 - (c) The employee shall be given three (3) months' notice of the change in designation of the headquarters.
- 11.6 Where it is necessary to identify which one or more of a group of employees is to be assigned to a new headquarters, the employees to be reassigned shall be identified by considering the qualifications, availability, and current location (home, closest facility and work location). Where qualifications, availability and location are relatively equal, length of continuous service shall be used to identify the employee to be reassigned.
- 11.7 Employees who relocate their residences because of a change in headquarters, other than a temporary or seasonal change, in accordance with this article, shall be deemed to have been relocated for the purposes of the Employer's policy on relocation expenses.

ARTICLE 12 – ISOLATION PAY

- 12.1 An employee who is stationed at a work location which receives a total of eight (8) or more points under the factors outlined in Articles 12.3.1 and 12.3.2 shall be paid an isolation allowance in accordance with the following

scale:

8 points	\$ 3.45 per week
9 – 12 points	\$ 5.18 per week
13 – 16 points	\$ 6.90 per week
17 – 20 points	\$ 8.63 per week
21 – 24 points	\$ 10.35 per week
25 – 28 points	\$ 12.08 per week
29 – 32 points	\$ 13.80 per week
33 – 36 points	\$ 15.53 per week
37 – 40 points	\$ 17.25 per week
41 – 44 points	\$ 18.98 per week
45 – 48 points	\$ 20.70 per week

12.2 For purposes of this article, “work location” is defined as the address of the working place at which the employee is normally stationed or, in certain special cases, another location designated as headquarters by the ministry.

12.3 This article shall not apply to employees whose work locations are south of the following boundary lines: Border of the State of Minnesota and Ontario easterly along the northern shores of Lake Superior and Lake Huron (inclusive of such islands as Manitoulin) to the French River; French River to Lake Nipissing; Lake Nipissing easterly to Highway 17; Highway 17 to Mattawa.

12.3.1 Population of the largest centre of population within eighty (80) kilometres of the employee’s work location:

<u>Population</u>	<u>Points Assigned</u>
1 – 249	14
250 – 499	12
500 – 999	10
1000 – 1999	8

<i>Population</i>	<i>Points Assigned</i>
2000 – 2999	6
3000 – 3999	4
4000 – 4999	2
5000 or more	0

12.3.2 Distance from the employee’s work location to a centre of population of five thousand (5,000) or more:

<u>Distance</u>	<u>Travel by road</u>	<u>Travel only by means other than road</u>
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80 km or less	0	0
81 – 160 km	6	9
161 – 320 km	12	17
321 – 480 km	18	26
Over 480 km	24	34

12.4.1 In establishing the points to be assigned to each location in accordance with Article 12.3.1, population shall be determined by reference to the following publications:

For Incorporated Communities:

The Municipal Directory, published by the Ministry of Municipal Affairs and Housing.

For Unincorporated Communities and Indian Reserves:

Directory, Northern Ontario, published by the Ministry of Northern Development and Mines.

12.4.2 In establishing the points to be assigned to each location in accordance with Article 12.3.2, distance shall be determined by reference to the following publications:

Ontario/Canada Official Road Map,
published by the Ministry of Transportation.

Distance Tables, King’s Secondary Highways and Tertiary Roads,
published by the Ministry of Transportation.

12.5.1 Points assigned to each location in accordance with Articles 12.3.1 and 12.3.2 shall be reviewed annually.

12.5.2 Amendments to any isolation allowance entitlement under Article 12.1 resulting from the review shall be implemented effective from April 1 of each year.

ARTICLE 13 – KILOMETRIC RATES

(FXT, SE, RPT)

13.1 If an employee is required to use their own automobile on the Employer’s business, the following rates shall be paid effective January 1, 2009:

<u>Kilometres Driven</u>	<u>Southern Ontario</u>	<u>Northern 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

- 13.2 Kilometres are accumulated on the basis of a fiscal year (April 1 to March 31, inclusive).
- 13.3 Attached hereto as Appendix 3 (Use of Privately-Owned Automobiles).

ARTICLE 14 – TIME CREDITS WHILE TRAVELLING

(FXT, SE, RPT)

- 14.1 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the ministry.
- 14.2 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.
- 14.3 When travel is by automobile and the employee travels directly from their home or place of employment, time will be credited from the assigned hour of departure until they reach their destination and from the assigned hour of departure from the destination until they reach their home or place of employment.
- 14.4 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.
- 14.5 When an employee is required to travel on their regular day off or a holiday listed in Article 47 (Holidays), they shall be credited with a minimum of four (4) hours.
- 14.6 All travelling time shall be paid at the employee’s basic hourly rate or, where mutually agreed, by compensating leave.

ARTICLE 15 – NON-PYRAMIDING OF PREMIUM PAYMENTS

(FXT, SE, RPT)

- 15.1 There shall be no duplication or pyramiding of any premium payments or compensating leave provided by the Collective Agreement.

ARTICLE 16 – LOCAL AND MINISTRY NEGOTIATIONS

(FXT, SE, RPT)

- 16.1 It is agreed that ministries that have employees within the Correctional Bargaining Unit may enter into local and ministry employee relations negotiations such that are appropriate as not being excluded by the provisions of the *Crown Employees Collective Bargaining Act, 1993*. Such negotiations shall not be subject to the mediation and arbitration procedures under the Act, provided however, that nothing shall preclude a grievance alleging a violation of the Collective Agreement, as provided in the said Act.
- 16.2 The ministry Employee Relations Committee (ERC) shall be co-chaired by a member of the ministry's Senior Management Group.
- 16.3 The Union may forward to the Deputy Ministers matters which are not resolved at the ministry ERC, and the Deputy Ministers shall respond in writing to the matters raised within twenty-one (21) days of receipt by the Deputy Ministers of the unresolved item.
- 16.4 A Bi-Ministry Employee Relations Committee (BMERC) shall be established consisting of equal numbers of up to four (4) members from each party. The Committee will discuss matters of interest between the parties which may include matters unresolved at ministry level negotiations. BMERC discussions shall not be subject to mediation or arbitration. Either party may invite an additional representative for specific issues.
- 16.5.1 MERC Co-chairs will be provided with a listing of fixed-term employees (including students) on a quarterly basis. The listing of fixed-term employees shall include:
- Employee name
 - Position Title
 - Division & Branch
 - Location, City
 - Employee Status
 - Employee ID
 - Classification & Job Code
 - Position Entry Date
 - Current position length
 - Expected End Date
 - Months in Current Position
- 16.5.2 Seniority lists of seasonal employees for each ministry, where applicable, including the employees' names, employee ID number, date of original hire and total seniority hours where available, ministry, classification, position title and location shall be maintained and provided to the appropriate MERC Co-Chairs twice annually. The appropriate timing for this disclosure should

be discussed at the MERC.

ARTICLE 17 – JOINT CONSULTATION COMMITTEE

(FXT, RPT)

- 17.1 The Union and the Employer agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations.
- 17.2.1 The parties agree that a joint consultation committee composed of up to four (4) representatives from the Union and up to four (4) representatives of the Employer, shall be used as a forum for consultation on changes in conditions of employment not governed by this Collective Agreement and on other matters of mutual interest.
- 17.2.2 The committee shall meet once every two (2) months, or more frequently, with the consent of the parties.
- 17.3 While the committee shall consider and attempt to resolve all problems of mutual concern, it is understood that the committee shall function in an advisory capacity and shall have no power to alter, amend, add to or modify the terms of this Collective Agreement.

ARTICLE 18 – SENIORITY (LENGTH OF CONTINUOUS SERVICE)

(FXT, RPT)

- 18.1.1 An employee's length of continuous service will accumulate upon completion of a probationary period of not more than nine (9) months and shall commence:
- (a) from the date of appointment to the Regular Service for those employees with no prior service in the Ontario Public Service; or
 - (b) For service accumulated up to October 30, 2015, from the date established by adding the actual number of full-time weeks worked by a full-time fixed-term employee during their full-time employment back to the first break in employment which is greater than thirteen (13) weeks; or

For service accumulated after October 30, 2015 up to December 31, 2017, full-time fixed-term employees shall be entitled to have their service counted towards the accumulation of seniority, based upon 1725.5 straight-time hours or 1,904 straight-time hours, as appropriate, counting as equivalent to one year's service, or pro-rated

to the equivalent of less than one year as appropriate; or,

For service accumulated on or after January 1, 2018, fixed-term employees shall be entitled to have their service counted towards the accumulation of seniority, based upon 1725.5 straight-time hours or 1,904 straight-time hours, as appropriate, counting as equivalent to one year’s service, or pro-rated to the equivalent of less than one year as appropriate; or,

- (c) for a Regular part-time employee, from January 1, 1984 or from the date on which they commenced a period of unbroken, part-time employment in the public service, immediately prior to appointment to a regular part-time position in the Regular Service, whichever is later; or
- (d) effective January 1, 1984, from the date established by adding the actual number of full-time weeks worked by a full-time seasonal employee during their full-time employment back to the first break in employment which is greater than thirteen (13) weeks.

“Unbroken service” is that which is not interrupted by separation from the public service; “full-time” is continuous employment as set out in the hours of work schedules for the appropriate classifications; and “part- time” is continuous employment in accordance with the hours of work specified in Article 58.1 (Hours of Work).

Effective December 20, 1990, any leaves of absence granted under Article 31.9 (Fixed-Term Employees – Pregnancy and Parental Leave) and Article 32.19 (Seasonal Employees – Pregnancy and Parental Leave) shall be included in the calculation of length of continuous service.

18.1.2 An employee’s probationary period may be extended up to a total of twelve (12) months by mutual agreement between the employee, the Union and the Employer.

18.2 Notwithstanding Article 18.1, where a Regular part-time employee within the meaning of the Collective Agreement becomes a full-time regular employee, any service as a Regular part-time employee which forms part of their unbroken service in the Regular Service shall be calculated according to the following formula:

$$\frac{\text{Weekly Hours of Work as a Regular Part-time employee}}{\text{Full-time hours of work for class(weekly)}} \times \text{Years of Continuous Service as a Part-time Regular employee}$$

Changes in the employee’s weekly hours of work shall be taken into account.

Example:

- Weekly hours of work as a Regular part-time employee
= 6 years at 20 hours per week, and 2.5 years at 16 hours per week
- Full-time hours of work for class (weekly) = 40
(Schedule 4)
- Seniority (Length of Continuous Service) on becoming a full-time regular employee
= $\frac{(20 \times 6 \text{ years})}{40} + \frac{(16 \times 2.5 \text{ years})}{40}$

= 3 years + 1 year = 4 years

18.3 Where an employee has been released in accordance with Article 20 (Employment Stability) and rehired within two (2) years, the period of absence shall not be computed in determining the length of continuous service. However, periods of continuous service before and after such absence shall be considered continuous and are included in determining the length of continuous service.

18.4 Continuous service shall be deemed to have terminated if:

- (a) an employee resigns or retires; or
- (b) an employee is dismissed unless such dismissal is reversed through the grievance procedure; or
- (c) an employee is absent without leave in excess of ten (10) consecutive working days; or
- (d) an employee is released in accordance with Article 20 (Employment Stability) and remains released for more than two (2) years.

18.5 An OPS-wide seniority list and seniority lists for each ministry, including the employees' names, employee ID number, date of continuous service, ministry, classification, position title and location shall be maintained and provided to OPSEU on a quarterly basis. In addition, the ministry seniority list shall be provided to the MERC Co-Chair upon request to the Employee Relations Division but in no case shall such requests be made more than once per month.

ARTICLE 19 – MULTIPLE LAY-OFFS

(RPT)

- 19.1 Where a reorganization, closure, transfer, or the divestment, relocation or contracting-out of an operation in whole or in part will result in thirty (30) or more surplus employees in a ministry,
- (a) affected employees shall receive six (6) months' notice of lay-off or pay in lieu thereof as provided in Article 20.2 (Notice and Pay in Lieu), and
 - (b) the President of the Union shall be notified of the reorganization, closure, transfer, or the divestment, relocation or contracting-out prior to notification to affected employees, and
 - (c) the Ministry Employee Relations Committee (MERC) shall consult on issues related to lay-off, displacement and recall.

ARTICLE 20 – EMPLOYMENT STABILITY

20.1 PREAMBLE

- 20.1.1 Where a lay-off may occur for any reason, the identification of a surplus employee in an administrative district or unit, institution or other such work area and the subsequent redeployment, displacement, lay-off or recall shall be in accordance with seniority subject to the conditions set out in this article.

20.1.2.1 SURPLUS NOTICE ALERT

Where one or more positions in an administrative district or unit, institution or other such work area will be declared surplus, all employees in the work unit will be provided with a written Surplus Notice Alert not less than six (6) working days prior to the issuance of any notice of layoff and which shall not be included in the notice period in Article 20.2. The Surplus Notice Alert will describe the work unit, the job functions to be reduced and the number of positions to be reduced.

20.1.2.2 The Surplus Notice Alert will also:

- (a) Offer the employees, whose positions are specifically identified for surplussing, to exit the OPS with one of the options outlined in Article 20.1.2.3, if they plan to exit the OPS and not seek a targeted direct assignment under Article 20.3 or a displacement under Article 20.4.

- (b) Invite all employees working in the affected job functions to volunteer to exit the OPS with one of the options outlined in Article 20.1.2.3. Volunteers to exit the OPS will be approved on the basis of seniority up to the numbers required. Volunteers not approved may register under Article 20.7.

20.1.2.3 Volunteers under Article 20.1.2.2 must respond to the Employer in writing within five (5) working days of the issuance of the Surplus Notice Alert. The response must indicate which one of the following options the employee selects:

- (a) Pay in lieu option under 20.2.1.3 in which case no other provisions under Article 20.2 shall apply; or
- (b) Immediate retirement if eligible for a permanent pension factor (90, 60/20, Age 65) under the OPSEU Pension Plan; or
- (c) Pension Bridging pursuant to paragraph 2 of Appendix 9 (Employment Stability), if eligible, to the employee's first permanent unreduced pension factor (90, 60/20, Age 65), under the OPSEU Pension Plan

For clarity, termination payments under Article 53 and 78, and enhanced severance under paragraph 4(b) of Appendix 9 (Employment Stability), where eligible, apply to options (a) through (c).

20.1.2.4 The Employer will respond in writing within five (5) days of receipt of an employee's request. An employee's last day at work will be five (5) days from receipt of the Employer's acceptance, or such other period as the employee and the Employer shall agree.

20.1.2.5 For clarity, if an employee does not exit under Article 20.1.2.2, it will not affect or preclude their entitlement to any option if the employee subsequently receives a notice of layoff.

20.1.3 ELIGIBILITY FOR EMPLOYMENT INSURANCE

The parties agree that all employees who accept a pay-in-lieu option under Article 20.2 are doing so pursuant to a program of downsizing undertaken by the Employer and in so doing are preventing another employee from being laid off. Accordingly the Employer agrees to take all necessary steps to attempt to ensure that Human Resources and Skills Development Canada recognizes that the entitlement to Employment Insurance of employees who are laid off and who take a pay-in-lieu of notice option qualifies as registered "workforce reduction processes" under the Employment Insurance Act.

20.1.4 EMPLOYEE PORTFOLIO

20.1.4.1 An Employee Portfolio will be deemed to include the qualifications and knowledge as identified in the employee's current position description for the purposes of Article 20.3 (Targeted Direct Assignment), 20.4 (Displacement) and 20.8 (Temporary Vacancies) unless otherwise modified by the employee.

20.1.4.2 All new employees must complete an Employee Portfolio within their probationary period. The Employee Portfolio will be provided in electronic format, such that it can be edited by the employee. The Employee Portfolio will be placed on the employee's personnel file.

Notwithstanding the above, the Employer shall require any employee that it has reasonable grounds to believe may be declared surplus to complete an Employee Portfolio within six (6) days.

20.1.4.3 An employee may advise the Employer in writing at any time of their desire to update the employee portion of an Employee Portfolio to reflect the acquisition of new or improved skills, knowledge and abilities, and/or change the geographic parameters. Such changes shall be implemented within three (3) working days of the Employer receiving the updated employee portion of the Employee Portfolio.

20.1.4.4 Once an employee has completed an employee portfolio and submitted it to the Employer, it shall remain on file and will be considered to be current. It is the responsibility of the employee to update their portfolio to reflect the acquisition of new or improved skills, knowledge and abilities.

20.2 NOTICE AND PAY IN LIEU

20.2.1.1 Employees whose positions have been specifically identified for surplussing in accordance with Article 20.1.2.2 (a) and who do not choose to exit the OPS, and where no volunteer has been identified in accordance with Article 20.1.2.2 (b) shall receive notice of layoff following the expiry of the period set out in Article 20.1.2.1. Following receipt of notice, the employee shall advise the Employer, in writing, within a ten (10) working day period, their decision either:

- (a) to exercise rights under Article 20.2; or
- (b) to remain employed during the six-month notice period for possible redeployment pursuant to Article 20.3; or
- (c) to remain employed during the six-month notice period for possible redeployment pursuant to Article 20.3, and to exercise rights under Article 20.4 (Displacement).

- 20.2.1.2 An employee who fails to provide their written decision as required by Article 20.2.1.1 above shall be deemed to have decided to remain employed during the notice period.
- 20.2.1.3 An employee identified as surplus shall receive six (6) months notice of lay-off or, with mutual consent, an employee may resign and receive equivalent pay in lieu of notice. Pay in lieu for the balance of the notice period shall only be granted where the Employer determines that operational requirements permit an employee's exit from the workplace prior to the expiration of six (6) months notice.
- 20.2.1.4 Pay-in-lieu options under this agreement, where the Employer determines that operational requirements will be met, means either:
- (a) A lump sum of six months' pay, plus severance as provided for in Article 53 or 78 and enhanced severance under Paragraph 4 of Appendix 9, if eligible, payable as soon as possible, in which case all salary and benefit entitlements which would have accrued to the employee from the last day worked to the layoff date are forfeited; or
 - (b) Continuance of salary plus benefits (except STSP and LTIP) commencing on the surplus date for the duration of the notice period, plus severance as provided for in Article 53 or 78, and enhanced severance under Paragraph 4 of Appendix 9, if eligible, paid out at the layoff date.
- 20.2.1.5 Where an employee accepts a pay-in-lieu option pursuant to this Article, the employee's last day at work shall be five (5) working days after the employee advises or is deemed to advise the Employer of the acceptance of a pay-in-lieu option, or such other period as the employee and the Employer shall agree.
- 20.2.1.6 When an employee is to receive a notice of layoff, the Employer will notify the union of the time and place of the Surplus Notice Alert and notice of layoff meeting.
- 20.2.2.1 Notwithstanding 20.2.1.3 the notice period will begin when the employee receives official written notice. Copies of all such notices shall be provided to the Employer and to the Union.
- 20.2.2.2 For clarification, where there is a hiatus in the notice period under this article, all redeployment activities, except as set out in Articles 20.2.2.8 and 20.8.6, cease during the hiatus.

IMPACT OF LEAVES OF ABSENCE AND TEMPORARY ASSIGNMENTS

- 20.2.2.3 Where the employee's position is declared surplus while the employee is

away on a sick leave (Short Term Sickness Plan (STSP), Long Term Income Protection (LTIP) or Workers Safety Insurance Board (WSIB) claim), the ministry shall notify the employee that their position has been declared surplus and that, when the employee returns to full-time work, the surplus notice shall be issued.

20.2.2.4 Where the employee's position is declared surplus while the employee is away on a leave of absence, the ministry shall notify the employee that their position has been declared surplus and inform the employee of the option to:

- (a) return early from the leave of absence and receive the surplus notice at that time; or
- (b) return at the end of the leave and receive the surplus notice at that time.

20.2.2.5 Where an employee's position is declared surplus while the employee is on a temporary assignment or secondment, the home ministry shall have the option of:

- (a) returning the employee to their home position and issuing the surplus notice at that time; or
- (b) giving the employee their surplus notice and allowing the employee to remain on temporary assignment until directly assigned into a permanent vacancy or the temporary assignment ends, whichever occurs first.

TREATMENT OF SURPLUS NOTICES ISSUED BEFORE LEAVE OF ABSENCE OR TEMPORARY ASSIGNMENT

20.2.2.6 (a) Where the employee's position is declared surplus before a LTIP or WSIB sick leave of absence begins, the employee's notice shall be put on hiatus for the duration of the leave. When the employee is able to return to work, the balance of the notice period shall continue.

- (b) Where the employee's position is declared surplus before a STSP leave of absence, the employee's notice shall be put on hiatus if from the beginning of the STSP leave the medical evidence (e.g. stroke) indicates that the leave will be greater than one (1) month. Where the employee is on a sick leave and is expected to return to work within one (1) month (e.g. cold or flu), the surplus notice is not placed on hiatus. However, if after one (1) month on STSP the employee's prognosis for returning to work remains uncertain, the surplus notice is put on hiatus at that point until the employee is able to return to work.

If the employee displaces or is directly assigned to a new position before

going on STSP/LTIP/WSIB, the accepting ministry must honour the leave of absence.

20.2.2.7 Where the employee's position is declared surplus before a leave of absence begins, the employee may choose to:

- (a) accept a hiatus in the surplus notice period during the leave of absence, (when the employee returns from the leave of absence the balance of the notice period shall continue); or
- (b) decline a hiatus in the surplus period during the leave of absence; or
- (c) return early from the leave of absence, (when the employee returns from the leave of absence the balance of the notice period shall continue).

If the employee displaces or is directly assigned to a new position before going on the leave of absence, the accepting ministry must honour the leave of absence.

20.2.2.8 Where the employee's position is declared surplus before the beginning of a temporary assignment or secondment within the OPS (and before the employee is eligible for a targeted direct assignment into a temporary assignment under the Agreement), the employee's surplus notice is put on hiatus, however the employee may continue to identify and be considered for vacancies under Article 20.3. This provision only applies where the temporary assignment or secondment is filled competitively.

20.2.3 Where an employee accepts pay in lieu of notice pursuant to this article, any further entitlements under this Collective Agreement are forfeited save and except any rights under Article 53 or 78 (Termination Payments) or paragraph 4 (b) of Appendix 9 (Employment Stability). The employee will be eligible to apply for restricted competitions from the last day of work until twenty-four (24) months from the date on which lay-off would otherwise have occurred. Such an employee shall keep their Designated Human Resources Contact informed of any change of address and/or telephone numbers and/or home e-mail (if any). Such changes must be sent in writing or electronically.

Notwithstanding Article 18.3, where an employee applies for any competition within twenty-four (24) months from the date the lay-off would otherwise have occurred, the employee's continuous service before the absence shall be considered in determining the length of continuous service for the sole purpose of any determination made by the Employer under Article 6.3 (Posting and Filling of Vacancies or New Positions).

20.2.4 Where an employee accepts pay in lieu of notice and is re-appointed to a position in the Ontario Public Service prior to the originally projected lay-off date, the employee will repay to the ministry a sum of money equal to the

amount paid for the period between the date of re-appointment and the original projected lay-off date. In addition, the employee will repay to the ministry all monies received under paragraph 4 of Appendix 9 (Employment Stability). The employee's continuous service date, for all purposes except Article 53 or 78 (Termination Payments), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.

20.2.5 Where an employee who accepts a pay in lieu of notice is re-appointed to a position in the Ontario Public Service after the originally projected lay-off date, and prior to the expiration of a further twenty-four (24) months, the employee will repay to the ministry all monies received under paragraph 4 of Appendix 9 (Employment Stability). The employee's continuous service date for all purposes except Article 53 or 78 (Termination Payments), shall be deemed to include both service up to the last day of active work and the accumulation of service after the date of re-appointment. The new service date for purposes of termination pay shall be the date on which the employee recommences work.

20.3 TARGETED DIRECT ASSIGNMENT

20.3.1.1 An employee who has received notice of lay-off in accordance with this article shall be assigned to a position that becomes vacant in their ministry or in another ministry during their notice period provided that:

- (a) the employee applies for and indicates on their application for the vacancy that they have received notice of layoff and are eligible for a targeted direct assignment; and
- (b) the employee meets the entry level qualifications for the position; and
- (c) the vacancy is either:
 - (i) in the same classification, or in the same class series within a range of two classifications below the employee's current home position; or
 - (ii) in the same classification of a position that the employee previously held either on a full-time basis or where the employee performed the full range of job duties on a temporary basis for at least twelve (12) months; and
- (d) there is no other person who meets the entry level qualifications for the position, who has a greater length of continuous service and who is eligible for assignment to the vacancy pursuant to Article 20.3 or there is no other person who is qualified to perform the required duties, who has a greater length of continuous service and who is

eligible for assignment to the vacancy pursuant to Article 20.6 (Recall). Where two or more employees with the same continuous service are matched to the same targeted direct assignment and one of the employees' surplussed positions is in the same Ministry where the vacancy is, the employee will be assigned to the vacancy.

20.3.1.2 Where an employee eligible for a targeted direct assignment is in a position that is listed in Appendix 50 (Job Trades) and the employee applies for the same position in the same classification, the employee shall be deemed to be qualified for the position and shall be assigned provided there is no other person who is qualified to perform the required duties, who has a greater length of continuous service and who is eligible for assignment to the vacancy either pursuant to Article 20.3 or Article 20.6 (Recall).

20.3.2 It is understood that the employee may apply for a position outside of the forty (40) kilometre radius of their headquarters and that relocation expenses will not be paid.

20.3.3 Where an employee eligible for a targeted direct assignment applies for a vacancy, the Employer shall advise the employee within ten (10) working days of the competition's closing date as defined in the job posting whether they will be directly assigned to the position. The employee shall be required to inform the Designated Human Resource Contact in writing within five (5) full working days of receiving notification of a targeted direct assignment whether the assignment will be accepted.

If an employee is deemed to have not met the entry level qualifications for a targeted direct assignment, the employee may contact their designated Human Resource contact for further assistance and feedback.

20.3.4 If, in accordance with Article 20.3.1 or 20.3.2 an employee is offered an assignment, refusal of the job offer will result in lay-off at the end of the notice period.

20.3.5 If an employee is assigned into a lower-paying position through targeted direct assignment, they will continue to be paid the salary of their former position and is entitled to salary progression to the maximum salary of their former position for the term of the Collective Agreement. Any revision of the maximum salary of the former position that takes effect during the term of the Collective Agreement in which an employee starts the new assignment will be deemed to be the red-circled maximum salary.

20.4 DISPLACEMENT

20.4.1.1 An employee who has completed their probationary period, who has received notice of layoff pursuant to Article 20.2 (Notice and Pay in Lieu), who has elected for displacement, and who has not been assigned to a targeted direct

assignment by the beginning of the sixth month of the surplus notice period, in accordance with the criteria of Article 20.3 (Targeted Direct Assignment) to another position shall have the right to displace an employee who shall be identified by the Employer in the following manner as set out in Articles 20.4.1.2 to 20.4.1.10. To be eligible to displace, the employee must advise in writing as per Article 20.2.1.1 by submitting the Displacement Election Form which indicates they elect to exercise their right to displacement pursuant to Article 20.4.

- 20.4.1.2 The Employer will identify the employee with the least seniority in the same classification and the same ministry as the employee's surplus position. If such employee has less seniority than the surplus employee, they shall be displaced by the surplus employee provided that:
- (a) such employee's headquarters is located within a forty (40) kilometre radius of the headquarters of the surplus employee; and
 - (b) the surplus employee is qualified to perform the work of the identified employee.
- 20.4.1.3 If the surplus employee is not qualified to perform the work of the least senior employee identified under Article 20.4.1.2 above, the Employer will continue to identify, in reverse order of seniority, employees in the same classification and in the same ministry until a less senior employee is found within forty (40) kilometres of the surplus employee's headquarters whose work the surplus employee is qualified to perform.
- 20.4.1.4 Failing displacement under Article 20.4.1.2 or 20.4.1.3 above, the Employer will identify, in reverse order of seniority, employees in the classes in the same class series in descending order until an employee with less seniority is found in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The identified employee shall be displaced by the surplus employee provided they are qualified to perform the work.
- 20.4.1.5 Failing displacement under Articles 20.4.1.2 or 20.4.1.3 or 20.4.1.4 above, the Employer will review other classes which the employee held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in the same ministry within forty (40) kilometres of the surplus employee's headquarters. The Employer will identify, in reverse order of seniority, a less senior employee in the class with the maximum salary closest to but not greater than the maximum salary of the surplus employee's current classification. The identified employee shall be displaced by the surplus employee provided the employee is qualified to perform the work.
- 20.4.1.6 Failing displacement under Articles 20.4.1.2, 20.4.1.3, 20.4.1.4 or 20.4.1.5 above, if the employee requests, the Employer will repeat the steps specified

in Articles 20.4.1.2, 20.4.1.3, 20.4.1.4 and 20.4.1.5 with respect to positions beyond a forty (40) kilometre radius of their headquarters. No relocation expenses will be paid.

20.4.1.7 Failing displacement under Article 20.4.1.2, 20.4.1.3, 20.4.1.4, 20.4.1.5 or 20.4.1.6 above, the Employer will identify, in reverse order of seniority, a less senior employee who is:

- (a) in another ministry; and
- (b) whose headquarters is within a forty (40) kilometre radius of the displacing employee's headquarters; and
- (c) whose position the displacing employee previously held either on a full-time basis, or who performed the full range of job duties on a temporary basis for at least twelve (12) months in that ministry; and
- (d) if the employee previously held more than one position in that ministry, the position with a maximum salary closest to but not greater than the maximum salary of the displacing employee's current classification.

The identified employee shall be displaced provided the displacing employee is qualified to perform the work.

20.4.1.8 Upon the completion of five (5) months following commencement of the notice period, the Employer will advise the surplus employee of the position into which they are eligible to displace.

20.4.1.9 The surplus employee must indicate in writing to the Employer their intention to displace the employee identified pursuant to Articles 20.4.1.2, 20.4.1.3, 20.4.1.4, 20.4.1.5, 20.4.1.6, or 20.4.1.7 above, as applicable. Written intention to displace must be received by the Designated Human Resource Contact no later than one (1) week following the date the surplus employee received advice that they were eligible to displace an employee pursuant to Article 20.4.1.8 above.

20.4.1.10 An employee who does not indicate in writing to the Employer their intention to displace within the time period stipulated by Article 20.4.1.9 above shall be deemed to have given up their right to displace and opted for redeployment under Article 20.3 (Targeted Direct Assignment).

20.4.2 The first employee who is displaced by an employee exercising their right to displace under Article 20.4.1 will have displacement rights. The employee displaced by the first displaced employee will also have displacement rights but the employee they subsequently displace will not have any such right.

20.4.3 An employee who is displaced by an employee who exercises their

displacement right under Article 20.4 shall receive notice of lay-off or salary continuance, at the Employer's discretion. The displaced employee's notice period or salary continuance shall be for a six (6) month period.

20.4.4 Article 7.4 (Pay Administration) shall not apply where an employee displaces a less senior employee pursuant to Articles 20.4.1.4, 20.4.1.5, 20.4.1.6 or 20.4.1.7 above, save and except that Article 7.4 (Pay Administration) shall apply for the balance of the employee's notice period only.

20.4.5 Except as provided in Article 20.4, employees who are displaced will have full access to the provisions of Article 20.

20.5 TUITION REIMBURSEMENT

20.5.1 On production of receipts from an approved educational program within twelve (12) months of layoff, an employee shall be reimbursed for tuition fees up to a maximum of three thousand dollars (\$3,000.00).

20.5.2 Where an employee takes a program or course with the approval of the Employer, for the purpose of upgrading their employment-related skills, the Employer shall defray all or part of the tuition in accordance with the Employer's normal policy.

20.5.3.1 The provisions of Article 20.5.3 shall only apply where an employee's position has been identified for surplusage in connection with the transfer of bargaining unit work/functions such that either Appendix 14 (Successor Rights) or Appendix 9/18 applies, and only where Article 20.6 applies to such employees. Article 20.5.1 shall not apply to employees to which Article 20.5.3 applies.

20.5.3.2 On production of receipts from an approved educational program within twelve (12) months of layoff, an employee may be reimbursed for tuition fees up to a maximum of fifteen thousand dollars (\$15,000.00). In the alternative, on production of an invoice from an approved educational program within twelve (12) months of layoff, the invoice for tuition fees will be paid directly to the institution up to a maximum of fifteen thousand dollars (\$15,000.00). The Employer shall ensure such funds are advanced in a timely manner so that registration can be assured, and that such requests are not unreasonably denied.

20.5.3.3 The parties will confirm the period of length of any such education/retraining program, but agree that in no case will it extend beyond twelve (12) months from the date of approval from the Employer. This education/training time period shall not be counted for the purposes of the twenty-four (24) month recall period (Article 20.6.5(e)), and thereby can extend the recall period from twenty-four (24) months to up to thirty-six (36) months.

- 20.5.3.4 In the event the Employer makes an offer(s) to recall the employee at any point during education/retraining period, the employee may:
- (i) elect to return to accept the offer and begin work before the completion of any remaining education/retraining period; or
 - (ii) elect to reject the recall offer because there is still time remaining in the education/retraining period and the employee wishes to complete the education/retraining. In this case, 20.6.5(d) (forfeit of recall rights if fail to accept appointment to position) shall not apply.

CAREER TRANSITION ALLOWANCE

- 20.5.4.1 If the employee does not elect to access the enhanced education/training entitlements set out above in 20.5.3.2, upon the expiry of the twenty-four (24) month recall period and exit from the Ontario Public Service, the employee will receive a career transition allowance of \$15,000.00.

20.6 RECALL

- 20.6.1 A person who has been laid off is entitled to be assigned to a position that becomes vacant within twenty-four (24) months after their lay-off provided that:

- (a) They identify in writing to the Designated Human Resources Contact on or before the closing date of the competition, the vacant position they should be recalled to under this Article; and
- (b) the vacant position is in the same classification and ministry as their former position; and
- (c) they are qualified to perform the required duties; and
- (d) there is no other person who is qualified to perform the required duties, who has a greater length of continuous service and who is eligible for assignment to the vacancy either pursuant to Article 20.6 or Article 20.3 (Targeted Direct Assignment).

- 20.6.2 Where a person who has been laid off is re-appointed under Article 20.6, they shall be re-appointed at a rate within the position's salary range equivalent to the rate at which they were paid immediately prior to lay-off.

- 20.6.3 Employees who are laid off and subject to recall shall keep the Designated Human Resources Contact informed of any change of address and/or telephone numbers, and/or home email (if any). Such changes must be sent in writing or electronically.

- 20.6.4 Where a person who has been laid off is re-appointed to a position under Article 20.6, the Employer shall serve written notice of such re- appointment to the person to the last address filed with the Employer. Written notice of re- appointment shall be sent by certified mail or another means whereby receipt of such notice is confirmed by the deliverer. Laid off employees re-appointed under Article 20.6 must accept the notice of recall and report for duty within the time limits stipulated below:
- (a) the employee must accept the recall, in writing, within seven (7) days of receipt of written notice;
 - (b) an employee accepting recall shall report for duty within two (2) weeks of receiving written notice thereof, or on such other date specified in the notice.
- 20.6.5 A person shall lose their rights to recall pursuant to Article 20.6 upon the earlier of:
- (a) the date they take termination pay pursuant to Article 53 or 78 (Termination Payments) of this Agreement; or
 - (b) the date they do not attend a recall interview when requested by the Employer; or
 - (c) having accepted an appointment in accordance with Article 20.6.1, they fail to report for duty on the date specified in Article 20.6.4(b); or
 - (d) the date they do not accept an appointment in accordance with Article 20.6.1; or
 - (e) twenty-four (24) months after the date of their lay-off.
- 20.6.6 A laid off employee who applies for a vacancy advertised in accordance with Article 6 (Posting and Filling of Vacancies or New Positions) and who is subsequently appointed to that position shall lose their rights to recall pursuant to Article 20.6.
- 20.7 VOLUNTARY EXIT OPTION
- 20.7.1 Subject to the conditions outlined in Article 20.7, an employee who has not received notice of lay-off may offer to be declared surplus and give up their job for possible redeployment of an employee who has received notice of lay-off provided the position meets the criteria set out in Article 20.3. No relocation expenses will be paid.
- 20.7.2 An employee shall advise the Designated Human Resources Contact, in

writing, of their desire to make an offer referred to in Article 20.7.1.

20.7.3 The position of an employee making an offer under Article 20.7.1 will be considered to be a vacancy for the targeted direct assignment of a surplus employee pursuant to Article 20.3 (Targeted Direct Assignment), provided the Employer determines the position will continue to be filled. All other considerations being equal, a surplus employee will be matched to the position of the voluntary exit option employee over assignment to a vacancy.

20.7.4 A non-surplus employee's offer to be declared surplus will not be acted upon by the Employer until such time as a surplus employee is assigned to their position in accordance with Article 20.3 (Targeted Direct Assignment).

20.7.5 For purposes of Article 20.7, a surplus employee will be assigned to the non-surplus employee's position only if they apply for and indicate on their application for the Voluntary Exit Option opportunity that they have received notice of layoff and are eligible for a targeted direct assignment, and provided they are able to perform the normal requirements of the position without training.

20.7.6 Voluntary Exit Option and Absence Due to Illness/Injury

(a) Where a non-surplus employee is absent on STSP and has applied for the voluntary exit option under Article 20.7 or wishes to apply for it, the employee's job will be considered for matching to a surplus employee throughout the period of absence. The volunteer's employment and STSP benefits will be terminated and they will be eligible for voluntary exit payments on the date when a surplus employee has reported for duty after being assigned to the volunteer's job.

(b) Where a non-surplus employee has applied or wishes to apply for the voluntary exit option and is absent on LTIP or WSIB, their application shall be considered "inactive" until such time as they are able to return to work. A voluntary exit job will not be considered for matching to a surplus employee while its incumbent is absent on LTIP or WSIB.

20.7.7 Voluntary Exit Option and Absence Due to Leave of Absence

Where a non-surplus employee is away on an approved leave of absence other than due to illness/injury, they may apply for the voluntary exit option. The employee's job will be considered for matching to a surplus employee while on an approved leave. If a surplus employee is assigned to the volunteer's job, the volunteer's employment and leave of absence will be terminated on the date the surplus employee reports for duty and the volunteer will be eligible for voluntary exit payments.

20.7.8 Voluntary Exit Option and Absence Due to Temporary Assignment

Where a non-surplus employee is on a temporary assignment, they may apply for the voluntary exit option. The volunteer's home job will be considered for matching to a surplus employee while on the temporary assignment. If a surplus employee is assigned to the volunteer's job while they are on a temporary assignment, the manager of that temporary assignment will decide whether the volunteer will exit immediately or complete the temporary assignment before exiting with voluntary exit payments.

20.7.9 Notwithstanding anything in any other provision of Article 20, the rights specified in Article 20.7 shall be exercised before any displacement or redeployment rights.

20.7.10 A person who has offered to be declared surplus pursuant to Article 20.7 will, if otherwise qualified, be entitled to the provisions of Paragraph 4 of Appendix 9 (Employment Stability). If more than one surplus employee is deemed qualified for the targeted direct assignment to a single volunteer's position, the most senior surplus employee will take over the volunteer's job.

20.8 TEMPORARY VACANCIES

20.8.1 Surplus employees shall be eligible for assignment into temporary assignments of at least six (6) months in their own ministry that are posted for recruitment in accordance with Article 8 in the last two (2) months of their notice provided that:

- (a) the employee applies for and indicates on their application for the vacancy that they have received notice of layoff and are eligible for a temporary assignment; and
- (b) the employee meets the entry level qualifications for the position.

Such assignments are meant to provide additional employment opportunities for surplus employees prior to lay-off. Where more than one surplus employee matches the temporary assignment, the employee with greater seniority shall be offered the temporary assignment. It is understood that such assignment of a surplus employee to a temporary vacancy has priority over Article 8 (Temporary Assignments).

20.8.2 A surplus employee shall retain their status in the Regular Service and current salary entitlements while placed in a temporary assignment. Placement in a temporary assignment will not constitute a promotion for pay purposes. Subject to Article 20.8.1, for placement into temporary assignments, the employer shall use the same criteria and rules as for assignment into vacancies under Article 20.3 (Targeted Direct Assignment).

20.8.3 An offer of a temporary assignment to a surplus employee must be in writing and must specify the duration of the temporary assignment. The surplus employee shall have five (5) working days in which to accept or reject the offer of a temporary assignment.

20.8.4 The original temporary assignment may be extended by a maximum of three (3) months.

20.8.5 When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway. Surplus employees who refuse a temporary assignment shall continue to be considered for assignment into permanent vacancies for the duration of their surplus notice period, but not for further temporary assignments.

20.8.6 Where an employee accepts a temporary assignment or secondment under Article 20.8, it shall be considered to be a hiatus in their notice period under Article 20.2 for the duration of their temporary assignment and all redeployment activities shall cease. Notwithstanding this hiatus, the employee may continue to identify and be considered for vacancies under Article 20.3. At the end of the temporary assignment or secondment, the balance of the notice period, as well as all redeployment activities, shall resume.

20.9 ATTRITION

20.9.1 It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever possible, it will utilize attrition as a means of reducing the workforce.

20.10 VOLUNTARY LEAVES

20.10.1 In the spirit of co-operative attempts to create training and employment opportunities, the parties agree to the following full-time unpaid leaves, which will be advertised widely to employees and granted subject to local operating requirements:

(a) Extended Educational Leave: The Employer agrees to provide extended education leave, without accumulation of credits, for periods of a minimum of one (1) school year;

(b) Family Leave: An employee at their option shall be entitled to a leave of absence, without accumulation of credits, of up to one (1) year for care of a dependent person.

- 20.11 CAREER TRANSITION SUPPORT
- 20.11.1 Surplus employees who do not take pay in lieu under Article 20.2.1.3 will be provided with transition support which shall include skills assessment, counselling and job search skills.
- 20.11.2 Time spent by the surplus employee in activities outlined in Article 20.11 shall be with pay and no loss of credits.
- 20.12 PROBATIONARY EMPLOYEES
- 20.12.1 The Employer will extend to probationary employees the benefit of the employment stability provisions found in this article, as follows:
- (a) The probationary employee's "seniority" shall be calculated from the first day of their probationary period, including any service which is credited to the employee pursuant to Article 31A.13.1 (fixed-term Employees).
 - (b) For the purposes of the application of Articles 20.2 (Notice and Pay in Lieu), 20.3 (Targeted Direct Assignment), 20.6 (Recall) and 20.7 (Voluntary Exit Option) to probationary employees, the probationary employee's "continuous service" and "period of employment" shall be deemed to have commenced with their most recent actual period of employment.
 - (c) The provisions of Article 20.4 (Displacement) shall not be applied to probationary employees nor shall they have the benefit of any rights arising pursuant to Article 20.4.
- 20.12.2 Nothing in Article 20.12 shall be deemed to be a recognition of "seniority" or "continuous service" in probationary employees as those terms appear in Article 18 (Seniority).
- 20.13 TECHNOLOGICAL CHANGE
- 20.13.1 Where it is necessary to release an employee who has completed their probationary period, because of the introduction of technological change in equipment or methods of operation, at least three (3) months' notice in advance of the change shall be given to the employee affected and to the Union. 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.
- 20.13.2 The matter will then be referred to the MERC to discuss and to attempt to resolve the problem with relation to the reallocation and retraining of the affected employees with a view to minimizing the effects of the Employer

action required to be taken. The committee may refer to the BMERC items that have been discussed at this level but remain unresolved.

20.14 CONTINUANCE OF INSURED BENEFITS

20.14.1 Except as provided in Article 20.14, all benefits coverage under the Collective Agreement (Employee Benefits for Full-Time and Regular Part-Time Employees) will cease at the end of the month in which the employee is laid off or resigns, save and except coverage as provided under Article 36.3 or 64.3 (Insured Benefits Plans) and Article 40.5 or 68.7 (Dental Plan).

20.14.2 An employee who, pursuant to Article 20, is laid off or resigns and receives pay in lieu of notice may continue benefits coverage at their own expense, except for coverage under Article 44 (Short Term Sickness Plan) and Article 42 (Long Term Income Protection), 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.

20.14.3 Failure by the employee to pay the premiums as specified in Article 20.14.2 will disentitle the employee to any further benefits under Article 20.14.

20.15 JOB REGISTRY SYSTEM

20.15.1 The parties agree that an OPS-wide job registry system shall be developed by the Employer and shared with the BMERC, to track all funded vacancies in the Regular Service as approved to be filled by the Employer. Such vacancies shall be reported by ministries to the Employer for inclusion in the registry. Names of surplus employees shall be reported by ministries to the Employer and the Union once an employee is given written notice of lay-off. Monitoring of the job registry and targeted direct assignment results will be reported to Management Board of Cabinet and BMERC by the Employer on a quarterly basis.

20.15.2 The parties agree that there will be a registry system for reporting the posted temporary vacancies that are approved to be filled and may be required to meet the Employer's Article 20.8 (Temporary Vacancies) obligations. Such reporting of ministry vacancies will be reported to the union through the BMERC.

20.15.3 The Employer will maintain an electronic site of available vacancies and provide access to employees with Article 20 rights. The employees on recall shall be notified of any changes to the website address.

20.16 MONITORING AND REPORTING

20.16.1 There shall be central monitoring and reporting of vacancies with respect to the job registry and targeted direct assignment processes in accordance with

Article 20.15 (Job Registry System).

20.16.2 The Employer agrees to share job registry and redeployment data with the BMERC in a sortable format.

20.16.3 The BMERC may establish standards and norms governing the review of qualifications and assessment of surplus employees.

20.17 GENERAL

20.17.1 It is understood that when it is necessary to assign a surplus employee to a vacant position in accordance with Article 20.3 (Targeted Direct Assignment) or a temporary position in accordance with Article 20.8 (Temporary Assignment) or recall a laid off employee in accordance with Article 20.6 (Recall), the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) except as modified to give effect to Article 20.3, 20.8 and 20.6 shall not apply.

20.17.2 For purposes of Article 20, lay-off means the same as release per Section 39 of the *Public Service of Ontario Act, 2006*, S.O. 2006, c. 35, Sched. A., as amended.

20.18 PAYMENT OF MONIES

20.18.1 The Employer shall endeavour to phase in lump sum and severance payments over two (2) calendar years, if the employee so requests and if legislation permits.

20.18.2 Lump sum and severance payments shall be paid within six (6) weeks of the last day of work, unless the employee advises of their Article 20.18.1 request, prior to the last day of work.

ARTICLE 21 – DISCIPLINE AND DISMISSAL

(FXT, SE, RPT)

21.1 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.

21.2 For greater certainty, it is understood that nothing in Article 21.1 confers on a probationary employee any right to grieve or arbitrate their dismissal.

ARTICLE 22 – GRIEVANCE PROCEDURE

(FXT, SE, ST, RPT, GO)

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

22.1.1 If an employee has a complaint, the employee shall meet, where practical, and discuss it with the employee's immediate supervisor in order to give the immediate supervisor an opportunity of adjusting the complaint.

FORMAL RESOLUTION STAGE

22.2 If the complaint or difference is not resolved at the local level an employee may file a grievance, in writing, through the Union, with their manager within thirty (30) days after the circumstances giving rise to the complaint have occurred or have come or ought reasonably to have come to the attention of the employee, who will in turn forward the grievance to the designated management representative.

22.3 The designated management representative shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor their decision in writing within seven (7) days of the meeting with a copy to the Union steward.

22.4 The employee, at their option, may be accompanied and represented by a Union representative at the Formal Resolution Stage of the grievance procedure.

22.5.1 An employee who is a grievor or complainant and who makes application, through the Union, for a hearing before the GSB or the Ontario Labour Relations Board (OLRB) shall be allowed leave of absence with no loss of pay and with no loss of credits, if required to be in attendance by the Board or Tribunal. Article 22.5.1 shall also apply to pre-hearings, mediation/arbitration or mediation under auspices of the GSB or OLRB.

22.5.2 An employee who has a grievance and is required to attend meetings at the Formal Resolution Stage of the grievance procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.

22.5.3 Article 22.5.2 shall also apply to the Union Steward who is authorized to represent the grievor at the Formal Resolution Stage of the grievance procedure.

22.5.4 The Union shall advise the senior human resources representative for the

affected ministries with copies to the Director, Employee Relations Branch of the Union Stewards together with the areas they are authorized to represent, which list shall be updated at least every six (6) months. The ministry will advise the Union corporately when the senior human resources representative for the ministry changes.

22.6 REFERRAL TO ARBITRATION

22.6.1 If the grievor is not satisfied with the decision of the designated management representative or if they did not receive the decision within the specified time, the grievor may apply, through the Union, to the Grievance Settlement Board (GSB) for a hearing of the grievance within fifteen (15) days of the date they received the decision or within fifteen (15) days of the specified time limit for receiving the decision.

22.7 LAY-OFF

22.7.1 Where an employee files a grievance, through the Union, claiming improper lay-off and the grievance is referred to the GSB in accordance with Article 22.6, the Union shall notify the Employer, in writing, at least three (3) weeks prior to the date established for the Board's hearing, of the title and location of the position which will be the subject matter of the claim before the Board.

22.8 DISMISSAL

22.8.1 Any probationary employee who is dismissed or released shall not be entitled to file a grievance.

22.8.2 Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance, through the Union, at the Formal Resolution Stage of the grievance procedure provided they do so within thirty (30) days of the date of the dismissal.

22.9 INSURED BENEFITS GRIEVANCE

22.9.1 An allegation that the Employer has not provided an insured benefit that has been contracted for in this Agreement shall be pursued as a Union grievance filed under Article 22.13 (Union Grievance).

22.9.2 Any other complaint or difference shall be referred to the Claims Review Subcommittee of Joint Insurance Benefits Review Committee (JIBRC), established under Appendix 4 (Joint Insurance Benefits Review Committee), for resolution.

22.10 SEXUAL HARASSMENT

22.10.1 All employees covered by this Agreement have a right to freedom from

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

- 22.10.2 Every employee covered by this Collective Agreement has a right to be free from:
- (a) a sexual solicitation or advance made by a person in a position to confer, grant or deny a benefit or advancement to the employee where the person making the solicitation or advance knows or ought reasonably to know that it is unwelcome; or
 - (b) a reprisal or a threat of reprisal for the rejection of a sexual solicitation or advance where the reprisal is made or threatened by a person in a position to confer, grant or deny a benefit or advancement to the employee.
- 22.10.3.1 The time limits set out in Article 22.2 do not apply to complaints under Article 22.10, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- 22.10.3.2 Where, at any time either before the making of a complaint or the filing of a grievance under Article 22, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedure of the Employer, the time limits for the processing of the complaint or grievance under Article 22 shall be suspended until the employee is given notice in writing of the results of the investigation, which shall be completed within ninety (90) days or less, which time limits may be extended by mutual consent.
- 22.10.3.3 Where a complaint under Article 22.10 is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint which is expressed in Article 22 to be presented to the supervisor may be presented directly to the senior human resources representative or their designee, specifically assigned to deal with complaints or grievances under this provision. It is agreed that the designee assigned will not be a person who is the subject of the complaint giving rise to the grievance.
- 22.10.4 Where it appears to the GSB that an employee who is a grievor under Article 22.10 has made a complaint under the *Ontario Human Rights Code* relating to the conduct which is the subject of the grievance, the GSB may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.
- 22.10.5 An employee who makes a complaint under Article 22.10 may be

accompanied and represented by a Union representative at the time of the discussion of the complaint, at each stage of the grievance procedure, and in the course of any investigation established by the Employer under any staff relations policy.

22.11 GROUP GRIEVANCE

22.11.1 In the event that more than one (1) employee is directly affected by one specific incident or circumstance and such employees would be entitled to grieve, a group grievance shall be presented in writing by the Union signed by such employees to the Director, Centre for Employee Relations at the Formal Resolution Stage, within the time limits as specified in Article 22.2. Up to three (3) grievors of the group shall be entitled to be present at all Stages unless otherwise mutually agreed.

22.11.2 The consolidation of group grievances across several branches, departments or ministries shall be discussed in accordance with the provisions of Article 22.17.

22.12 CLASSIFICATION

22.12.1 An employee who alleges that their position is improperly classified may discuss their claim with their immediate supervisor at any time, provided that such discussions shall not be taken into account in the application of the time limits set out in Article 22. An employee, however, shall have the right to file a grievance in accordance with the grievance procedure, specifying in their grievance what classification they claim.

22.12.2 A classification grievance as provided in Article 22.12.1 which has not been resolved by the end of the Formal Resolution Stage of this grievance procedure may be referred to the Bi-Ministry Employee Relations Committee (BMERC) provided in Article 16 (Local and Ministry Negotiations) of this Agreement, for final resolution. Any grievances being referred to the BMERC, must be forwarded to the Employer representatives of the Committee, no later than one (1) month after the Employer's response at the Formal Resolution Stage. The BMERC may decide on any grievance referred to it. Where the parties at the BMERC concur, their decision shall be binding on the parties and any affected employee. Where the parties at the BMERC do not concur, the matter shall remain unresolved unless and until concurrence is reached.

22.12.3 The Employer upon written request either by the employee or by the Union shall make available all information and provide copies of all documents which are relevant to the grievance.

22.13 UNION GRIEVANCE

22.13.1 Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union shall be entitled to file a grievance at the Formal Resolution Stage of the grievance procedure provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance.

22.13.2 Where the difference between the Employer and the Union involves more than one (1) ministry, the Union shall be entitled to file a grievance with the Director, Centre for Employee Relations provided it does so within sixty (60) days following the occurrence or origination of the circumstances giving rise to the grievance.

22.13.3 A submission of the grievance to the Director, Centre for Employee Relations under Article 22.13 shall be considered to be the Formal Resolution Stage for the purpose of Article 22. Union grievances shall be signed by the President or Vice-President. It is further agreed that no grievance processed under Article 22.13 shall be dealt with under the provisions of the mediation/arbitration referred to hereunder except with the mutual agreement of the parties.

22.14 GENERAL

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

22.14.2 In Article 22, “days” shall include all days exclusive of Saturdays, Sundays and designated holidays.

22.14.3 The time limits contained in Article 22 may be extended by agreement of the parties in writing.

22.14.4 The parties agree that principles of full disclosure of issues in dispute as alleged by a grievance advanced by the Union on behalf of a member or members, or the Union itself, and full disclosure of facts relied upon by management in a decision that is subject to a grievance, are key elements in amicable and expeditious dispute resolution processes.

22.14.5 The parties agree that at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure.

22.14.6 The GSB shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreements.

22.14.7 Notwithstanding Article 22.14.6, the GSB has the jurisdiction to apply section 48(16) of the *Ontario Labour Relations Act* to extend the timelines specified in the collective agreement at all stages of the grievance and arbitration processes.

22.15 DISCIPLINARY RECORD

22.15.1 Any letter of counsel, letter of reprimand, suspension or other sanction will be removed from the record/files of an employee three (3) years 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 past three (3) years, unless the parties agree to an earlier date to remove such letter, suspension or other sanction. Any such letter of counsel, letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.

22.16 MEDIATION/ARBITRATION PROCEDURE

22.16.1 Except for grievances concerning dismissal, sexual harassment, and/or human rights, and Union grievances with corporate policy implications, all grievances shall proceed through the GSB to a single mediator/ arbitrator for the purpose of resolving the grievance in an expeditious and informal manner.

22.16.2 The mediator/arbitrator shall endeavour to assist the parties to settle the grievance by mediation. If the parties are unable to settle the grievance by mediation, the mediator/arbitrator shall determine the grievance by arbitration. When determining the grievance by arbitration, the mediator/arbitrator may limit the nature and extent of the evidence and may impose such conditions as the mediator/arbitrator considers appropriate. The mediator/arbitrator shall give a succinct decision within five (5) days after completing proceedings, unless the parties agree otherwise.

22.16.3 The mediator/arbitrator shall begin proceedings within six (6) months of the date of the referral to the GSB unless a later date is agreed to by the parties.

22.16.4 The GSB will adopt such procedures as are necessary to ensure the resolution of disputes within the procedures and time frames set out above.

22.16.5 The parties will make every effort to schedule grievances for hearing, that have been referred to the GSB, within six (6) months of the referral.

22.16.6 Grievances concerning dismissal, sexual harassment, and/or human rights, and Union grievances with corporate policy implications shall proceed through the regular arbitration procedure and shall not utilize this mediation/arbitration procedure except with the mutual agreement of the parties.

22.16.7 Decisions reached through the mediation/arbitration process shall have no precedential value unless the parties agree otherwise.

22.17 JOINT REVIEW PROCESS

22.17.1 The parties agree that any dispute arising out of Article 22.14.4 shall be referred to the Joint Review Process. Should the matter not be resolved at that level, it shall proceed within fifteen (15) days to an available mediator-arbitrator drawn from a list of agreed upon mediator-arbitrators. The parties agree that the standard to be used by the mediator-arbitrator shall be arguable relevance. The burden of proof in Article 22.17 will rest with the party asserting the need for the information. Any such hearing on issues referred to a mediator-arbitrator under Article 22.17, shall be limited to hearings of no more than one (1) day.

22.17.2 The Joint Review Process is an integral part of the dispute resolution mechanism. The parties agree to meet in such process for the following reasons:

- (a) review of such cases as the parties choose prior to submission to arbitration
- (b) consolidation of cases, where applicable, with agreement in advance as to application of an award on similar issues, subject to the right of the parties to seek judicial review of any award.
- (c) review arbitration awards as deemed necessary to determine application
- (d) any other mutually acceptable reason.

22.18 INTEREST

22.18.1 Where monetary compensation and/or damages are decided to be owing for a grievance, interest shall be payable as follows:

- (a) for the period commencing thirty (30) days prior to the date the grievance was filed 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 compensation and/or damages 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 23 – LEAVE – UNION ACTIVITIES

(FXT, SE, RPT)

- 23.1 Upon at least fourteen (14) days' written notice by the Union, leave of absence without pay but with no loss of credits shall be granted for not more than four (4) consecutive days for each employee delegate for the purpose of attending the Annual Convention.
- 23.2.1 Leave of absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations up to the release of a conciliation "no board" report or the release of the report of a conciliation board, as the case may be, provided that not more than seven (7) employees at any one time shall be permitted such leave for the negotiation of the Correctional Bargaining Unit collective agreement. Leaves of absence granted under Article 23.2.1 shall include reasonable travel time. A member of one of the Union's bargaining teams who is a fixed-term or regular employee shall be paid as if the employee worked full time in the appropriate schedule (not to exceed eight (8) hours per day) during the days from Monday to Friday during which bargaining occurs or travel time occurs. Such a fixed-term employee who is normally employed in a correctional institution shall continue to have Appendix COR19 applied as if the employee has worked eight (8) hours per day during the days from Monday to Friday during which bargaining occurs or travel time occurs.
- 23.2.2 Notwithstanding Article 23.2.1, the Union may at its discretion require up to five (5) additional members to participate in negotiations for this collective agreement up to the release of a letter from the Ministry of Labour that the Conciliation Officer has been unable to effect a collective agreement, who shall be granted leaves of absence without pay but with no loss of credits. Leaves of absence granted under Article 23.2.2 shall include reasonable travel time.
- 23.2.3 Members of the Union granted leaves of absence under Articles 23.2.1 or 23.2.2 shall also be granted reasonable time off to attend Union bargaining team caucus sessions held immediately prior to such negotiations, mediation or arbitration.
- 23.2.4 The leave under Articles 23.2.2, 23.2.3 shall be with pay and without loss of credits and reimbursement to the ministry shall include wages plus an amount of twenty percent (20%) in lieu of benefit costs and other Employer contributions.
- 23.3 At the written request of the Union of at least fourteen (14) days, leaves of

absence without pay but with no loss of credits shall be granted to an employee for the purpose of setting demands for negotiations. It is understood that such meetings will be held on Saturdays or Sundays and that the total time granted for each instance shall not exceed two (2) consecutive days for each employee.

23.4 Leaves of absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in meetings of the JIBRC as set out in Appendix 4 (Joint Insurance Benefits Review Committee), provided that not more than two (2) Correctional Bargaining Unit employees at one time shall be permitted such leave. Leaves of absence granted under Article 23.4 shall include reasonable travel time.

23.5.1 (a) 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 conducting the internal business affairs of the Union.

(b) On the understanding that leaves requested under (a) will be kept to a minimum, it is agreed that extended leave of absence will be granted to four (4) employees in any calendar year for the purpose of conducting the internal business affairs of the Union. Each leave will be for a period of ninety (90) consecutive calendar days and only one (1) such employee will be absent at one time.

The leave shall be with pay and without loss of credits and reimbursement to the ministry shall be made as set out in Article 23.6.2.

23.5.2 The Union will advise the Directors of Human Resources of the affected ministries, with copies to the Director, Corporate Labour Relations/Negotiations Secretariat, of the names and locations of such employees, immediately following their election.

23.5.3 Leaves of absence with no loss of pay and with no loss of credits shall be granted to accommodate reasonable travel time.

23.5.4 The Union will reimburse the ministry for the salary paid to members of the Executive Board and the Executive Officers granted leave under Article 23.5.

23.6.1 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 and ministry 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.

23.6.2 During the term of such leave of absence, the Union will reimburse the

ministry for the salary paid to the employee on such leave of absence and contribute the Employer's share of contributions to the OPSEU 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.

23.6.3 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.

23.7 The employee shall discuss any required leave with their supervisor at the earliest opportunity.

23.8 All requests for leave of absence permitted in Article 23 shall be sent to the Directors of Human Resources of the affected ministries with copies to the Director, Corporate Labour Relations/Negotiations Secretariat. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.

23.9 Either the president of a local or their 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 their designee shall be granted such leave;
- (b) the leave 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 their supervisor;
- (d) the local president or their designee shall not, during their 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; and
- (e) Article 23.5.3 shall not apply.

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 Directors of Human Resources in affected ministries with copies to the Director, Corporate Labour Relations/ Negotiations Secretariat. The Union shall provide updated lists as changes are made, and shall provide a master list to the Director, Corporate Labour Relations/Negotiations Secretariat at least annually.

ARTICLE 24A – LEAVES OF ABSENCE

(FXT, SE, RPT)

- 24A.1 An employee may request a leave of absence under Part XIV of the *Employment Standards Act, 2000*, as may be amended, and the Employer will comply with its obligations.
- 24A.2 Accordingly, Family Medical Leave and Personal Emergency Leave will be granted to employees in accordance with the *Employment Standards Act, 2000*, as may be amended.

ARTICLE 24B – LEAVE WITHOUT PAY

(FXT, SE, RPT)

- 24B.1 An employee may request a leave of absence without pay and without accumulation of credits. A Deputy Minister shall not unreasonably deny such requests.

ARTICLE 25 – LEAVE – SPECIAL

(RPT)

- 25.1 Leave of absence with pay may be granted for special or compassionate purposes to an employee for a period of:
- (a) not more than six (6) months with the approval of their Deputy Minister; and
 - (b) over six (6) months upon the certificate of the Public Service Commission.
- 25.2 SELF-FUNDED LEAVE
- 25.2.1 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.

- 25.2.2 The funds being deferred will be held in a trust account with the financial institution the Employer 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.
- 25.2.3 Notwithstanding Article 36.2 (Insured Benefits Plans – General), during the leave the employee’s insured benefits will be continued where the employee continues to pay for their portion.
- 25.2.4 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 they 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.
- 25.2.5 Details of the self-funded leave plan are contained in the information booklet described in Articles 39.6 and 67.6 (Supplementary Health and Hospital Insurance).

ARTICLE 26 – LEAVE – FOREIGN, INTERGOVERNMENTAL

(FXT, RPT)

- 26.1 Leave of absence with or without pay may be granted to an employee for a period of one (1) year or more for the purpose of undertaking employment with the Government of Canada in connection with a foreign aid program or employment with a foreign government or other public agency.

ARTICLE 27 – LEAVE – JURY DUTY

(FXT, SE, RPT)

- 27.1 Where an employee is absent by reason of a summons to serve as a juror or a subpoena as a witness, the employee may, at their option:
- (a) treat the absence as leave without pay and retain any fee they receive as a juror or as a witness; or
 - (b) deduct the period of absence from their vacation leave of absence credits or their accumulated compensating leave and retain any fee they receive as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the ministry any fee they received as a juror or as a witness.

ARTICLE 28 – LEAVE – MILITARY SERVICE

(FXT, SE, RPT)

- 28.1 A Deputy Minister may grant leave of absence for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to an employee in their ministry for the purpose of Canadian Forces Reserve training.

ARTICLE 29 – LEAVE – PENSION TRUSTEES

(FXT, RPT)

- 29.1 Union Trustees of the OPSEU Pension Plan shall be granted leave of absence without pay and without loss of credits to attend trustee and committee meetings, education, training and conferences related to pensions. Leave of absence under this article shall include reasonable travel time.
- 29.2 The Union will advise the Directors of Human Resources of the affected ministries of the names and locations of such employees, immediately following their appointment to the Board of Trustees of the OPSEU Pension Plan.

ARTICLE 30 – EMPLOYEE RIGHT TO REPRESENTATION

- 30.1 Where a supervisor or other Employer representative intends to meet with an employee:
- (a) for disciplinary purposes;
 - (b) to investigate matters which may result in disciplinary action;
 - (c) for a formal counselling session with regard to unsatisfactory performance or behaviour;
 - (d) for termination of employment;
 - (e) for matters related to the development, implementation and administration of an accommodation or return to work plan;
 - (f) to discuss attendance management issues under the Employer's attendance management program;
 - (g) for layoff/surplus;
 - (h) any other provision in the collective agreement where the right to

representation is referenced;

the employee shall have the right to be accompanied by and represented by a Union representative.

The Employer shall notify the employee in writing of this right and advise the employee and the Union of the date, time and place for the meeting. The Employer will endeavour to provide this notice as soon as is practicable. If no union representative is reasonably available to meet at the time established, the Employer may set a meeting within the next forty-eight (48) hours taking into consideration, to the extent possible, the union's availability.

ARTICLE 31 – FIXED-TERM EMPLOYEES

31. The only terms of this Agreement that apply to employees who are not regular employees are those that are set out in Articles 31A, 32, 33 and 34.

ARTICLE 31A – FIXED-TERM EMPLOYEES OTHER THAN SEASONAL, STUDENT AND GO TEMP EMPLOYEES (FXT)

- 31A.1 Articles 31A.2 to 31A.16 apply only to fixed-term employees other than seasonal, student and GO Temp employees.

31A.2 WAGES

- 31A.2.1 The rate of the equivalent Regular Service classification shall apply. If there is no equivalent classification, the rate shall be set by the ministry involved and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.

- 31A.2.2 A fixed-term employee covered by Article 31A shall be entitled to the same provisions regarding progression through the salary range and retroactivity of salary revisions as those agreed upon for the Bargaining Unit.

- 31A.2.3 For the purposes of Article 31A.2.2, an employee shall progress through the salary range upon the completion of a minimum of one thousand seven hundred and twenty-five and a half (1,725.50) straight-time hours or one thousand nine hundred and four (1,904) straight-time hours, as applicable, including authorized leaves of absences.

31A.3 OVERTIME

- 31A.3.1 One and one-half (1½) times the basic hourly rate shall be paid for authorized hours of work performed:

- (a) in excess of seven and one-quarter (7¼) or eight (8) hours per day, as applicable, where employees work a regular thirty-six and one-quarter (36¼) or forty (40) hour work week, as applicable, or
- (b) in excess of the scheduled hours for employees who work on a regularly scheduled work day exceeding eight (8) hours, or
- (c) in excess of the employees' regularly scheduled work week, or
- (d) in excess of thirty-six and one-quarter (36¼) or forty (40) hours per week where employees do not have regularly scheduled work days.

31A.4 REPORTING PAY

31A.4.1 Where an employee reports for work at their scheduled starting time and work is not available, they shall receive two (2) hours' pay at their basic hourly rate.

31A.4.2 Notwithstanding Article 31A.4.1, where an employee has been scheduled to work for less than two (2) hours, they shall receive payment for the hours scheduled.

31A.4.3 Article 31A.4 shall not apply where the employee has been notified, at least two (2) hours prior to their scheduled starting time, not to report for work.

31A.5 HOLIDAYS

31A.5.1 Four and six tenths percent (4.6%) 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 47 (Holidays). When the employee is required to work on any of these holidays, they shall be paid two (2) times their basic hourly rate for all hours worked in addition to the four and six tenths percent (4.6%). However, where the employee's equivalent regular service classification is in Schedule 6, the employee shall receive their regular day's pay when required to work on such a holiday in addition to the four and six tenths percent (4.6%).

31A.6 VACATION PAY

31A.6.1 Four percent (4%) of gross pay for a period of employment of less than five years, or six percent (6%) of gross pay with a period of employment for five or more years where required by the *Employment Standards Act, 2000* as may be amended, shall be added to the employee's regular pay in lieu of vacation leave with pay.

31A.6.2 The entitlements under 31A.5.1 and 31A.6.1 shall not be compounded.

31A.7 BENEFITS – PERCENT IN LIEU AND OPTIONAL INSURED PLAN

31A.7.1 Effective upon ratification by both parties, all fixed-term employees shall, upon completion of one (1) month of continuous service, receive in lieu of all employee benefits listed in the Collective Agreement, save and except holiday and vacation pay, an amount equal to six percent (6%) of their basic hourly rate for all hours worked exclusive of overtime. Such in lieu payment shall not apply to seasonal employees as defined in Article 32.2 (Definition) who qualify for coverage pursuant to Article 32.8 (Seasonal Employee Benefits – General).

31A.7.2 Within sixty (60) days following the date of hire, all active fixed-term employees hired following October 30, 2015 shall have a one-time option to elect to pay 100% of the premium toward insured benefit plans set out in Articles 39 (Supplementary Health and Hospital Insurance) and 40 (Dental Plan) for the duration of their contract and any subsequent extensions or reappointment not broken by a 13 week or greater period of non-employment. Employees will be insured under the insured benefits plan effective the first of the month immediately following two (2) months of continuous service.

31A.7.3 Once an employee has opted for insured benefits coverage under Article 31A.7.2, they will be required to maintain coverage for the duration of their fixed term employment, including any subsequent extensions or reappointments not broken by a 13 week or greater period of non-employment.

31A.7.4 Notwithstanding Article 31A.7.3, a fixed-term employee working full-time hours may opt out of coverage within thirty-one (31) days following the start of a subsequent fixed-term reappointment where the hours of work are less than full-time.

31A.8 ATTENDANCE CREDITS AND SICK LEAVE

31A.8.1 Employees who work thirty-six and one-quarter (36¼) or forty (40) hours per week 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 31A.9 (Pregnancy and Parental Leave). Attendance credits may be used for protection purposes only in the event that an employee is unable to attend to their official duties by reason of illness or injury. However, accumulated attendance credits earned prior to April 1, 1978 may be transferred to the Regular Service when the appointment to the Regular Service is made from continuous, unbroken, full-time fixed-term Service.

For clarity, where a fixed-term employee uses an attendance credit the hours covered by that credit will be counted as ‘attendance’ for the purposes of this Article.

31A.8.2 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 their official duties.

31A.8.3 Notwithstanding Article 31A.8.2, 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.

31A.9 PREGNANCY AND PARENTAL LEAVE

31A.9.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act 2000*. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.

31A.9.2 Parental leaves shall be granted for up to thirty-five (35) weeks for an employee who took pregnancy leave, or up to thirty-seven (37) weeks after it began otherwise.

31A.9.3 Except for an employee to whom 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.

31A.10 BEREAVEMENT LEAVE

31A.10.1 A fixed-term 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 their 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, foster child, stepson, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse.

31A.10.2 An employee who would otherwise have been at work shall be allowed one (1) day leave of absence without pay in the event of the death and to attend the funeral of their aunt, uncle, niece or nephew.

31A.10.3 It is understood that a leave of absence under Articles 31A.10.2 and 48.3 will be counted as 'attendance' for the purposes of Article 31A.8.

31A.11 HEALTH AND SAFETY

31A.11.1 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

both the Employer 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.

31A.12 TERMINATION OF EMPLOYMENT

31A.12.1 Employment may be terminated by the Employer at any time with two (2) weeks' notice, or pay in lieu thereof.

31A.13 APPOINTMENT TO THE REGULAR SERVICE

31A.13.1 Where an employee is appointed to the Regular Service and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to appointment to the Regular Service, the time they actually worked within the previous year may be considered to be part of their probationary period to a maximum of six (6) months.

31A.13.2 Notwithstanding Article 31A.13.1, where an employee is appointed to the Regular Service as a Regular part-time employee and has worked at least the minimum hours specified in Article 58.1 (Hours of Work) on a continuous basis immediately prior to appointment to the Regular Service, the time they actually worked within the previous year may be considered to be part of their probationary period to a maximum of six (6) months.

31A.14 UNION DUES

31A.14.1 Union dues shall be deducted from an employee covered by Article 31A. These dues shall be remitted to the Union quarterly, accompanied by the name, employee ID number, ministry and where applicable, the regular service classification used to establish the wage rate of the employee on whose behalf the deductions have been made. See Appendix 1 (Data File on Union Dues) attached.

31A.14.2 The Union must advise the Employer in writing of the amount of its dues for employees covered by Article 31A. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.

31A.14.3 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of Article 31A.14.

31A.15 CONVERSION OF FIXED-TERM POSITIONS TO POSITIONS IN THE REGULAR SERVICE

31A.15.1.1 Where the same work has been performed by an employee in the Fixed- Term Service for a period of at least eighteen (18) consecutive months, except for situations where the fixed-term employee is replacing a regular employee on

a leave of absence authorized by the Employer or as provided for under the Collective Agreement , and where the ministry has determined that there is a continuing need for that work to be performed on a full-time basis, the ministry shall establish a position within the Regular Service to perform that work.

31A.15.1.2 Where the ministry has determined that it will convert a position in accordance with Article 31A.15.1.1, the status of the incumbent in the position will be converted from fixed-term to regular, provided that the incumbent has been in the position in question for at least eighteen (18) months and provided the position has been cleared through surplus.

31A.15.1.3 For the purpose of Article 31A.15, “full-time” shall mean a minimum of one thousand seven hundred and twenty-five and a half (1,725.50) straight-time hours or one thousand nine hundred and four (1,904) straight-time hours in each year, as applicable, including authorized leaves of absence. However, all hours worked by a fixed-term employee while the fixed-term employee is replacing a regular employee who is on an authorized leave of absence shall not be included in computing the annual hours worked by the fixed-term employee.

31A.16 OTHER APPLICABLE ARTICLES

31A.16.1 The following articles of the Collective Agreement shall also apply to fixed-term employees other than seasonal, student and GO Temp employees: 1, 2, 3, 4, 5, 6.1, 6.2, 6.3, 6.4, 8, 9, 10.1, 13, 14, 15, 16, 18, 21, 22, 23, 24, 26, 27, 28, 29, 39.9, 45, 48.3, 49, and 80.

31A.16.2 The following articles of the Collective Agreement shall also apply to fixed-term employees other than seasonal, student and GO Temp employees: COR4, COR5.6, COR6, COR7, COR10, COR11, COR12, COR14.

31A.17 SENIORITY ACCUMULATION FOR FIXED-TERM EMPLOYEES FOR THE PURPOSE OF FILLING VACANCIES OR NEW POSITIONS

31A.17.1 Notwithstanding Article 18.1(b), a fixed-term employee shall be entitled to have their service counted towards the accumulation of seniority on the same basis under Article 18.1 and Article 18.4 before they are appointed to the Regular Service for the sole purpose of any determination made by the Employer under Article 6.3 (Posting and Filling of Vacancies or New Positions), if applicable. For this specified purpose, fixed-term employees shall be entitled to have their service counted towards the accumulation of seniority based upon one thousand seven hundred and twenty-five and a half (1,725.50) straight time hours or one thousand nine hundred and four (1,904) hours, as appropriate, counting as equivalent to one year’s service, or prorated to the equivalent of less than one year as appropriate.

31A.17.2 No fixed-term employee shall have their name added to the OPS- wide seniority list and Article 18.5 has no application.

ARTICLE 32 – SEASONAL EMPLOYEES (SE)

32.1 Articles 32.2 to 32.21 apply only to seasonal employees.

32.2 DEFINITION

32.2.1 A seasonal employee is an employee appointed for a period of at least eight (8) consecutive weeks to an annually recurring full-time position in the Fixed-Term Service in a ministry. For purposes of this definition full-time means a minimum of thirty-six and one-quarter (36¼) or forty (40) hours per week, as applicable.

32.2.2 For the purposes of Article 32.2, 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.

32.3 PROBATIONARY PERIOD

32.3.1 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 class series (e.g. Correctional Officer 1 to 3) in the same ministry.

32.4 SENIORITY

32.4.1 A seasonal employee's seniority within a ministry will accumulate upon completion of their probationary period and shall include:

- (a) all hours worked as a seasonal employee at the straight-time rate;
- (b) periods of authorized paid leave in accordance with Article 32.16 (Attendance Credits and Sick Leave).

32.4.2.1 A seasonal employee will lose their seniority when:

- (a) they voluntarily terminate their employment,
- (b) they are dismissed (unless such dismissal is reversed through the grievance procedure),
- (c) they are absent without leave in excess of ten (10) consecutive working days,

- (d) they are unavailable for or declines an offer for re-employment as provided in Article 32.5 (Employment Stability), or
- (e) they cease to be in the employ of the ministry for a period of more than twelve (12) months.

32.4.2.2 Notwithstanding Article 32.4.2.1(d) and (e), a seasonal employee shall not lose their seniority, where they are unavailable for or decline an offer for re-employment for the reason that:

- (a) the employee is pregnant and is expected to give birth on a date which falls within the contract period for which the employee 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
- (b) 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,
- (c) 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.

32.4.2.3 Notwithstanding Article 32.4.2.1(d) and (e), a seasonal employee shall not lose their seniority where they are 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*.

32.4.3 During the period the employee is on a leave described in Articles 32.4.2.2 (a) and (b) and 32.4.2.3 above, their seniority and benefits (as described in Article 32.8.4 (Seasonal Employee Benefits – General)) shall continue for the period of time the employee would otherwise have been recalled.

32.5 EMPLOYMENT STABILITY

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

32.5.1.2 If the same position is no longer available, the Employer may offer the employee another position within forty (40) kilometres.

32.5.2 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 position shall be laid off in reverse order of seniority.

32.5.3 A seasonal employee is responsible for advising their ministry, in the manner established by their ministry, of their current phone number and address and is responsible for the accuracy and completeness of the information provided.

32.6 WAGES

32.6.1 The rate of the equivalent regular service classification shall apply. If there is no equivalent classification, the rate shall be set by the ministry and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.

32.6.2 Seasonal employees shall be entitled to the same provisions regarding retroactivity of salary revisions as those agreed upon for the Bargaining Unit.

32.6.3 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 in the same ministry after they have completed their probationary period.

32.7 OVERTIME

32.7.1 The overtime rate shall be one and one-half (1½) times the employee's basic hourly rate.

32.7.2 In Article 32.7, "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.

32.7.3 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.

32.7.4 Employees who are in positions whose corresponding classifications are assigned to Schedule 6 shall not qualify for overtime on a normal working day. When required to work on a day off they shall receive equivalent time off.

32.7.5 Notwithstanding Article 32.7.4, seasonal employees who are in positions whose corresponding classifications are assigned to Schedule 6 and who are assigned to forest fire fighting or related duties shall be paid one and one-half (1½) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36¼) hours per week, for all such work after eight (8) hours in a twenty-four (24) hour period.

32.8 SEASONAL EMPLOYEE BENEFITS – GENERAL

32.8.1 Salary shall mean only those earnings from scheduled straight-time hours during the contract period.

32.8.2 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.

32.8.3 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 their 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 32.8.3. 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.

32.8.4 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.

32.8.5 Where the employee has a responsibility to pay premiums for benefits under this section, the premium shall be paid directly by the employee to the insurance carrier.

It is understood that while on hiatus, if a seasonal employee chooses to purchase benefits, they are still covered under the same benefits plan as per Article 32.8 and shall have the right to appeal benefits to the Joint Insurance Benefits Review Committee (JIBRC).

It is further understood that benefits will resume as per Article 32.8.2.

32.8.6 Notwithstanding Article 32.8.3, 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 32.4.2 (Seniority), whether or not the employee has completed their probationary period, or
- (b) as a result of termination of employment under Article 32.18 (Termination of Employment).

32.9 BASIC LIFE

32.9.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Basic Life plan.

32.9.2 The Basic Life Insurance Plan shall provide:

- (a) coverage of ten thousand dollars (\$10,000) 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.

32.10 SUPPLEMENTARY HEALTH AND HOSPITAL (INCLUDING VISION CARE AND HEARING AID)

32.10.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Supplementary Health and Hospital plan. Effective June 1, 2002, 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.

32.10.2 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 regular employees and described in Article 39 (Supplementary Health and Hospital Insurance).

32.11 DENTAL PLAN

32.11.1 The Employer shall pay one hundred percent (100%) of the monthly premium for the Dental Plan.

32.11.2 Benefits provided under the Dental Plan shall be the same as those provided for full-time regular employees and described in Article 40 (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 32.8.3 (Seasonal Employee Benefits – General), in which case there shall be no limit on benefits payable in a calendar year.

32.12 COMPRESSED WORK WEEK

32.12.1 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties on a local or ministry level with respect to variable work days or variable work weeks.

32.13 VACATION PAY

32.13.1 Five and three-quarters percent (5.75%) of gross pay for a period of employment of less than five years, or six percent (6%) of gross pay with a period of employment for five or more years where required by the *Employer Standards Act, 2000* as may be amended, shall be added to the employee's regular pay in lieu of vacation leave with pay.

32.13.2 The entitlements under 32.14.1 and 32.13.1 shall not be compounded.

32.14 HOLIDAYS

32.14.1 Four and six tenths percent (4.6%) 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 47 (Holidays). When the employee is required to work on any of these holidays, they shall be paid two (2) times their basic hourly rate for all hours worked in addition to the four and six tenths percent (4.6%). However, where the employee's equivalent regular service classification is in Schedule 6, the employee shall receive their regular day's pay when required to work on such a holiday in addition to the four and six tenths percent (4.6%).

32.15 BEREAVEMENT LEAVE

32.15.1 A seasonal employee who would otherwise have been at work shall be allowed up to three (3) days leave of absence with pay in the event of the death of their 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, foster child, stepson, step-daughter, stepmother, stepfather, step-grandparent, step-grandchild or same-sex spouse.

32.15.2 An employee who would otherwise have been at work shall be allowed one (1) day leave of absence without pay in the event of the death and to attend the funeral of their aunt, uncle, niece or nephew.

32.15.3 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 Articles 48.1 and 48.2 if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

32.15.4 It is understood that a leave of absence under Article 32.15 will be counted as 'attendance' for the purposes of Article 32.16.

32.16 ATTENDANCE CREDITS AND SICK LEAVE

32.16.1.1 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 32.19 (Pregnancy and Parental Leave). Attendance credits may only be used for income protection purposes in the event that an employee is unable to attend to their duties by reason of illness or injury.

For clarity, where a seasonal employee uses an attendance credit the hours covered by that credit will be counted as 'attendance' for the purposes of this Article.

32.16.1.2 Effective June 15, 1990, an employee shall accumulate unused attendance credits earned from period to period of seasonal employment within the same ministry.

32.16.1.3 Attendance credits earned and accumulated by an employee pursuant to Article 32.16.1.1 may be used only during the employee's periods of seasonal employment within a ministry.

32.16.1.4 An employee shall lose their accumulated attendance credits where:

- (a) the employee loses their seniority for any reason set out in Article 32.4.2 (Seniority);

(b) the employee's employment is terminated pursuant to Article 32.18 (Termination of Employment); or

(c) the employee is appointed to the Regular Service.

32.16.2 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 their duties.

32.16.3 Notwithstanding Article 32.16.2, the employee's manager may, at their discretion, require an employee to submit a medical certificate for a period of absence of less than five (5) days.

32.17 HEALTH AND SAFETY

32.17.1 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 both the Employer 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.

32.18 TERMINATION OF EMPLOYMENT

32.18.1 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.

32.19 PREGNANCY AND PARENTAL LEAVE

32.19.1 Pregnancy and parental leaves will be granted to employees under the terms of the *Employment Standards Act 2000*. Pregnancy leave shall be granted for up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.

32.19.2 Parental leaves shall be granted for up to thirty-five (35) weeks for an employee who took pregnancy leave, or up to thirty-seven (37) weeks after it began otherwise.

32.19.3 Except for an employee to whom 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.

- 32.20 UNION DUES
- 32.20.1 Union dues shall be deducted from an employee covered by Article 32. These dues shall be remitted to the Union quarterly, accompanied by the name, employee ID number, ministry, and where applicable, the Regular Service classification used to establish the wage rate of the employee on whose behalf the deduction is made. See Appendix 1 (Data File on Union Dues) attached.
- 32.20.2 The Union must advise the Employer in writing of the amount of its dues for employees covered by Article 32. The amount so advised shall be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 32.20.3 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of Article 32.20.
- 32.21 OTHER APPLICABLE ARTICLES
- 32.21.1 The following articles of the Collective Agreement shall also apply to seasonal employees: 1, 2, 3, 4, 5, 6.1, 6.3, 6.4, 8, 9, 13, 14, 15, 16, 21, 22, 23, 24, 27, 28, 39.9, 45, 49 and 80.
- 32.21.2 The following articles of the Collective Agreement shall also apply to seasonal employees: COR4, COR6, COR7, COR10, COR11, COR12.

ARTICLE 33 – STUDENT EMPLOYEES (ST)

- 33.1 A student is a fixed-term employee occupying a “student position” during their regular school, college or university vacation period, or in an OPS Special Youth and/or Student Employment Program during their regular school, college or university session or vacation period or occupying a “co-operative education student position” under a co-operative education program.
- 33.2 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 47 (Holidays) and a period of time of six (6) months following completion of the requirements for graduation from an educational institution.
- 33.3 A “student position” or “co-operative education student position” is a fixed-term position with terms and conditions specifically applicable to students.
- 33.4 A co-operative educational training program within the meaning of “co-operative education student position” is a co-operative education training program in a college, university or other post-secondary institution.

33.5 WAGE RATES

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

January 1, 2018

Level 1 \$14.00

Level 2 \$14.85

(b) First Year Law Student \$16.40

Second Year Law Student \$18.40

In the event that there is a legislated increase to the minimum wage in Ontario and students at Level 1 have a minimum hourly rate of pay that falls below the minimum wage, students at Level 1 will receive the new hourly rate of pay.

Students at Level 2 rate of pay shall be adjusted to an amount that is \$0.85 greater than the new Level 1 Student rate of pay.

33.6 The following articles shall apply to student employees as defined in Article 33.1: 1, 2, 3, 4, 5, 9, 22 and 80. No other articles shall apply.

33.7 A student who has completed three (3) consecutive months of work will be eligible for bereavement leave as follows:

(a) An 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 their 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.

(b) An employee who would otherwise have been at work shall be allowed one (1) day leave of absence without pay in the event of the death and to attend the funeral of their aunt, uncle, niece or nephew.

ARTICLE 34 – GO TEMP EMPLOYEES

34.1 A GO Temp is a fixed-term employee who is on a temporary work assignment arranged by the Public Service Commission under the GO Temporary Services Program. A GO Temp ceases to be an employee upon completion or termination, for any reason, of the temporary work assignment.

- 34.2.1 Effective upon the date of ratification, where the same work has been performed by a GO Temp employee for a period of at least two (2) consecutive years, except for situations where the GO Temp employee is replacing a regular employee on a leave of absence authorized by the Employer or as provided for under the Collective Agreement , and where the ministry has determined that there is a continuing need for that work to be performed on a full-time basis, the ministry shall establish a position within the Regular Service to perform that work.
- 34.2.2 Where the ministry has determined that it will convert a position in accordance with Article 34.2.1, the status of the incumbent in the position will be converted from GO Temp to regular, provided that the incumbent has been in the position in question for at least two (2) years.
- 34.3 GO Temp employees shall be entitled to the same provisions regarding progression, where applicable, through the salary range, retroactivity and salary revisions as specified within the Collective Agreement to which they correspond.
- 34.4 The following articles shall apply to GO Temp employees: 1, 2, 3, 4, 22 and 80. No other articles shall apply.

PART 1B – EMPLOYEE BENEFITS FOR FULL-TIME REGULAR EMPLOYEES

ARTICLE 35 – APPLICATION OF EMPLOYEE BENEFITS

- 35.1 The benefits described in Articles 36 to 53 apply to all full-time regular employees in the bargaining unit represented by the Ontario Public Service Employees Union.

ARTICLE 36 – INSURED BENEFITS PLANS – GENERAL

COMMENCEMENT OF COVERAGE

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

COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY

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

DAYS OF GRACE

- 36.3 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.

ARTICLE 37 – BASIC LIFE INSURANCE

- 37.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.
- 37.2 The basic life insurance plan shall provide:
- (a) Effective June 1, 2002, coverage equal to one hundred percent (100%) of annual salary or ten thousand dollars (\$10,000), whichever is greater;
 - (b) where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums

on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age 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 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.

37.3 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).

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

ARTICLE 38 – SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

38.1.1 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.

38.1.2 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 Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age 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 Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in Article 37.2(c) (Basic Life Insurance).

38.2 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 their option, may maintain the insurance coverage at the former higher level.

38.3 Supplementary Life Insurance will terminate at the end of the calendar month in which the employee ceases to be a regular employee.

38.4.1 Effective as soon as practical, following ratification, employees, at their option, are entitled to purchase dependent life insurance. Employees must pay the full premium for this coverage. Spousal life insurance choices are from \$10,000 to \$200,000 and dependent child life insurance choices are \$1,000, \$5,000, \$7,500 or \$10,000.

38.4.2 Dependent Life Insurance will terminate at the earlier of the end of the calendar month in which the employee ceases to be a regular employee or the date a dependent ceases to be an eligible dependent.

38.4.3 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.

38.4.4 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.

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

- appointment as a regular 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.

ARTICLE 39 – SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

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

39.2.1 Effective June 1, 2002, 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.

Effective June 1, 2002, 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 39.2.2 to 39.2.15.

Effective January 1, 2003 reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.

Effective April 1, 2009, the Supplementary Health and Hospital Plan shall provide reimbursement for ninety percent (90%) of the cost of medically necessary vaccinations or immunizations when prescribed and administered by a qualified health care practitioner where such vaccine or immunization is not covered by a provincial health plan.

39.2.1.1 Not later than November 1, 2006 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.

39.2.1.2 The Drug Card program shall include the following elements:

- 1) Employees shall be obliged to enrol 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 enrol, 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.

39.2.2 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;

39.2.3 Charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;

39.2.4 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 their dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee’s health

care;

- 39.2.5 Effective June 1, 2002, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practising 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 (\$1200) 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 (\$1400);
- 39.2.6 Effective June 1, 2002 and up to March 31, 2019, 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 (\$1400).
- Effective April 1, 2019, charges for the services of a psychologist (which shall include Master of Social Work) up to forty dollars (\$40) per half-hour to an annual maximum of one thousand and four hundred dollars (\$1400). Notwithstanding the foregoing, the per half-hour cap of forty dollars (\$40) shall not apply for employees who are Correctional Officers and Youth Workers (excluding eligible dependents).
- 39.2.7 Effective June 1, 2002, 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 foregoing, 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;
- 39.2.8 Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500);
- 39.2.9 Ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- 39.2.10 Oxygen and its administration;

- 39.2.11 Blood transfusions outside hospital;
- 39.2.12 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;
- 39.2.13 Hearing aids and eye glasses, if required as a result of accidental injury;
- 39.2.14 Effective June 1, 2002, charges for services of physicians, surgeons and specialists legally licensed to practise 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;
- 39.2.15 Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100);
- 39.2.16 Effective August 1, 2005, the services and supplies set out in the Liberalization List, dated May 1, 2003 shall be incorporated into the Supplementary Health and Hospital Plan. Details may be found in the information booklet described in article 39.6 and on the Employer's intranet and Union's website;
- 39.2.17 Effective October 30, 2015, the Supplementary Health & Hospital Plan will be amended to include expanded coverage for Diabetic Pumps and Supplies as follows:
- 1) Purchase and/or repair of Insulin Infusion Pumps and Continuous Glucose Monitoring machine and supplies to a maximum of two thousand dollars (\$2,000) every 5 years per person.
 - 2) Purchase of Insulin Jet Injectors to a maximum of one thousand dollars (\$1,000), lifetime.
 - 3) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive four (4)-year period to a maximum of four hundred (\$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 two thousand dollars (\$2,000) per person (Insulin will continue to be reimbursed as an eligible drug, not through this article).
- 39.3 Effective June 1, 2002, 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. 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 dollars (\$300.00) 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.

Effective September 1, 2005, the eligible expenses outlined in the vision care coverage under the Supplementary Health and Hospital Plan will be amended to include one routine eye examination every twenty-four (24) months and laser eye correction surgery. The vision care coverage maximum will be increased to three hundred and forty dollars (\$340) per person every twenty-four (24) month period.

Effective April 1, 2009, the Supplementary Health and Hospital Plan shall provide for the reimbursement of the cost of one routine eye examination every twenty four (24) months independent of the vision care maximum.

Effective January 1, 2010, the employer agrees to pay 100% of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan.

- 39.4 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 their dependent is confined to hospital on the date their Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date their dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.
- 39.5 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 their last pay from the Employer, except as provided in Article 42.3 (Long Term Income Protection). 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.
- 39.6 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.
- 39.7 Effective January 1, 2009, the employee's share of the annual Employment

Insurance (EI) rebate will be redirected by the Employer towards offsetting the cost of the benefits contained in this Agreement.

39.8 Effective July 1, 2019, all active employees will be enrolled in a mandatory, employee-paid catastrophic drug coverage plan that will provide 100% coverage for drug costs over an eligible drug claim cost threshold of \$10,000 per eligible patient (employee, spouse and eligible dependent children), in a calendar year.

(a) A patient's eligible claims for drug purchases up to the \$10,000 per calendar year threshold will be reimbursed at 90% subject to the coverage terms set out in Article 39.2.1.

(b) Eligible patient shall mean the employee, the employee's spouse, and the employee's dependent child or children.

(c) Monthly premium payments for the catastrophic drug coverage plan shall be deducted from an employee's monthly pay.

39.9 Effective July 1, 2019, the Employer will provide all employees with the option to enrol in out-of-country medical coverage. Employees who choose to enrol in this coverage will be responsible for 100% of the monthly premium.

An employee may apply to enrol in this coverage upon hire or at any time thereafter. Where an employee enrolls and later decides to terminate coverage, their decision is irrevocable and they will not be able to re-enrol.

ARTICLE 40 – DENTAL PLAN

BENEFITS

40.1.1 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 anesthesia 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).

Effective June 1, 2002 and until December 31, 2008, the dental coverage includes a one-hundred dollar (\$100) single or family deductible per calendar year.

Effective January 1, 2009, the dental coverage includes a fifty dollar (\$50)

single or family deductible per calendar year.

Effective June 1, 2002, dental recall coverage is extended from six (6) to nine (9) months except for dependent children twelve (12) and under.

Effective June 1, 2002, coverage does not include fluoride treatment for adults.

Effective April 1, 2009, the dental coverage includes pit and fissure sealant for dependent children aged six (6) to eighteen (18) years.

- 40.1.2 (a) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents. Effective January 1, 2004, reimbursements to the employee will be based on a dental fee guide lag of one 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 40.1.2 (a).
- 40.1.3 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 40.1.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and each eligible dependent.
- 40.1.4 Except for benefits described under Article 40.2, 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.
- 40.2 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 40.1.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.
- 40.3 Effective June 1, 2002 and until December 31, 2009, 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 40.1.2(a), up to the maximum benefit of twelve hundred dollars (\$1,200) per year for the insured employee and each eligible dependent.

Effective January 1, 2010, the maximum benefit for major dental services will be increased to two thousand dollars (\$2,000) per year for the insured employee and each eligible dependent. The co- insurance will remain at fifty percent/fifty percent (50%/50%).

ELIGIBILITY

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

CANCELLATION

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

ARTICLE 41 – WORKPLACE SAFETY AND INSURANCE

- 41.1 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*, their salary 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 they are entitled under Articles 44.1 and 44.6 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.
- 41.2 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*, their salary 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 their credits.
- 41.3 Where an award is made under the *Workplace Safety and Insurance Act* to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in Article 41.2 and the employee has accumulated credits, their regular salary may be paid and the difference between the regular salary paid after the period set out in Article 41.2 and the

compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits.

- 41.4 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 41.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award. The Employer shall continue to make the Employer's pension contributions unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's pension contributions.
- 41.5 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 Article 44 (Short Term Sickness Plan) as an option following the expiry of the application of Article 41.2.
- 41.6 Effective January 1, 2016, salary payments under Article 41.2 shall be reduced to the extent necessary to provide that an employee's net earnings equals one hundred percent (100%) of their net earnings prior to the commencement of their absence.

ARTICLE 42 – LONG TERM INCOME PROTECTION

- 42.1 Effective June 1, 2002, the Employer shall pay one hundred percent (100%) of the monthly premium of the Long Term Income Protection (L.T.I.P.) plan.
- 42.2.1 (a) Effective January 1, 1992 and until December 31, 2009, the L.T.I.P. benefit is sixty-six and two-thirds percent (66 2/3%) of an employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.
- Effective January 1, 2010, the L.T.I.P. benefit is sixty-six and two thirds percent (66 2/3%) of the employee's gross salary at the first date of eligibility to receive L.T.I.P. benefits, including any retroactive salary adjustment to which the employee is entitled.
- (b) Effective January 1, 1992, the L.T.I.P. benefit an employee was receiving on December 31, 1991, will be increased for each employee in accordance with the following table:

Year in which employee commenced to receive L.T.I.P. benefit	Monthly Amount
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1975	\$425.00
1976	\$365.00
1977	\$350.00
1978	\$270.00
1979	\$200.00
1980	\$115.00
1981	\$ 75.00
1982	\$ 45.00
1983	\$ 40.00
1984	\$ 35.00
1985	\$ 30.00
1986	\$ 25.00
1987	\$ 20.00
1988	\$ 15.00
1989	\$ 10.00
1990	\$ 0.00
1991	\$ 0.00

- (c) Effective December 31, 1993, and annually thereafter, until December 31, 1998, the total monthly payment under Articles 42.2.1(a) and 42.2.1(b) shall be increased by up to two percent (2%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.
- (d) Effective January 1, 1999, the L.T.I.P. benefit an employee was receiving on December 31, 1998, shall be increased for each employee by an amount equal to 1.0% of such amount, and on January 1, 2000, the amount the employee was receiving on December 31, 1999 shall be increased by a further 1.35%, and on January 1, 2001, the amount the employee was receiving on December 31, 2000 shall be increased by a further 1.95%.
- (e) Effective January 1, 2002, the L.T.I.P. benefit an employee was receiving on December 31, 2001, shall be increased for each employee by an amount equal to 3.5% of such amount, and on January 1, 2003, the amount the employee was receiving on December 31, 2002 shall be increased by a further 2.45%, and on January 1, 2004, the amount the employee was receiving on December 31, 2003 shall be increased by a further 2.5%.
- (f) Effective January 1, 2005, the L.T.I.P. benefit an employee was receiving on December 31, 2004, shall be increased for each employee by an amount equal to 2% of such amount, and on January 1, 2006, the amount the employee was receiving on December 31, 2005 shall be increased by a further 2.25%, and on January 1, 2007, the amount the employee was receiving on December 31, 2006 shall be increased by a further 2.5%, and on January 1, 2008, the amount

the employee was receiving on December 31, 2007 shall be increased by a further 3%.

- (g) Effective January 1, 2009, the L.T.I.P. benefit an employee was receiving on December 31, 2008 shall be increased for each employee by an amount equal to 1.75% of such amount, and on January 1, 2010, the amount the employee was receiving on December 31, 2009 shall be increased by a further 2.0%, and on January 1, 2011, the amount the employee was receiving on December 31, 2010 shall be increased by a further 2.0%, and on January 1, 2012, the amount the employee was receiving on December 31, 2011 shall be increased by a further 2.0%.
- (h) Effective January 1, 2013, the L.T.I.P. benefit an employee was receiving on December 31, 2012 shall be increased for each employee by an amount equal to 0.5% of such amount, and on January 1, 2014, the amount the employee was receiving on December 31, 2013 shall be increased by a further 0.5%.
- (i) The Employer shall provide a list of employees on L.T.I.P. to JIBRC upon request.
- (j) Effective January 1, 2015, and thereafter, the total monthly LTIP benefit payment under the plan shall be adjusted by an increase equal to those provided for under Article COR17.

42.2.2 The L.T.I.P. benefit to which an employee is entitled under Article 42.2.1 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 Workplace Safety & Insurance benefits paid for an unrelated disability and such benefits are payable until recovery, death or the end of the month in which the employee reaches age sixty-five (65).

42.2.3 The L.T.I.P. 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.

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 their 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 they are reasonably fitted by education, training or experience.

42.3.1 The Employer will continue to make pension contributions and premium

payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a Workplace Safety and Insurance award.

42.3.2 For employees who, on or before December 31, 2015, are receiving or deemed eligible to receive L.T.I.P. benefits or who are making an application for L.T.I.P. benefits:

- a) The employee must provide the Employer, by no later than January 1, 2016, with written confirmation from the OPSEU Pension Trust of the earliest date they will become eligible for an actuarially unreduced pension and the current amount of their credit in the OPSEU Pension Plan.
- b) Notwithstanding Article 42.3.1 and effective January 1, 2016, where an employee has a minimum of thirty (30) years of credit in the OPSEU Pension Plan or is eligible to retire to an actuarially unreduced pension under the OPSEU Pension Plan, whichever is later, and where the employee does not retire, they shall pay the employee's portion of pension contributions while the employee receives or is qualified to receive L.T.I.P. benefits under the plan.

42.3.3 For employees who make an application for L.T.I.P. benefits on January 1, 2016 or later:

- a) The employee must provide the Employer, when making their application for L.T.I.P. benefits, with written confirmation from the OPSEU Pension Trust of the earliest date they will become eligible for an actuarially unreduced pension and the current amount of their credit in the OPSEU Pension Plan.
- b) Notwithstanding Article 42.3.1, effective January 1, 2016, where an employee has a minimum of thirty (30) years of credit in the OPSEU Pension Plan or is eligible to retire to an actuarially unreduced pension under the OPSEU Pension Plan, whichever is later, and where the employee does not retire, they shall pay the employee's portion of pension contributions while the employee receives or is qualified to receive L.T.I.P. benefits under the plan.

42.4 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.

42.5 The L.T.I.P. coverage will terminate at the end of the calendar month in which an employee ceases to be a regular employee. If the employee is totally disabled on the date their insurance terminates, they shall continue to be

insured for that disability.

- 42.6 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.
- 42.7.1 Rehabilitative plans and programs for employees receiving L.T.I.P benefits, whether with the OPS or another Employer, shall be required where recommended by the Carrier. "Rehabilitative employment" is a rehabilitative plan or program and means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative plans and programs, L.T.I.P. will take into account the employee's training, education and experience. If a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier, the employee will no longer be entitled to benefits. If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months.
- 42.7.2 Where a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier and the employee is no longer entitled to benefits, the employee will have the ability to file for an expedited review of the decision to end benefits directly to the Claims Review Subcommittee under Appendix 4 (Joint Insurance Benefits Review Committee) within 30 days of the decision to end benefits. The parties agree that such matters will be heard within 60 days by the Claims Review Subcommittee as per paragraph 6 (a) of Appendix 4, unless the parties mutually agree otherwise.
- 42.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of their earnings as at the date of commencement of total disability.
- 42.9 Employees while on rehabilitative employment with the Ontario Government will earn vacation credits as set out in Article 46 (Vacations and Vacation Credits).
- 42.10 The Employer shall not permanently fill the position of an employee during the qualifying period and the first twenty-four (24) months of the benefit period, unless the parties agree otherwise.

When an employee who has been receiving or was eligible to receive L.T.I.P.

benefits is able to return to full-time employment, the provisions of Article 20 (Employment Stability), shall apply.

- 42.11 (a) Effective up to and including December 31, 2005:
An employee who is assigned, under Article 42.10, to a vacancy in accordance with Articles 20A.5.1, 20A.5.2, 20A.5.3 or 20A.5.4 of Article 20A (Employment Stability) shall, for a period of six (6) months, be paid at the same step they had attained in the salary range of the classification of the position they occupied prior to disability. At the end of that period the employee shall be paid at a rate within the salary range of the classification of the position to which they have been assigned.
- (b) Effective January 1, 2006:
An employee who is assigned, under Article 42.10, to a vacancy in accordance with Articles 20.3.1.1, 20.3.1.2 or 20.3.2 of Article 20 (Employment Stability) shall, for a period of six (6) months, be paid at the same step they had attained in the salary range of the classification of the position they occupied prior to disability. At the end of that period the employee shall be paid at a rate within the salary range of the classification of the position to which they have been assigned.

ARTICLE 43 –JOINT INSURANCE BENEFITS REVIEW COMMITTEE

- 43.1 The parties agree to continue the Joint Insurance Benefits Review Committee. The terms of reference are set out in Appendix 4 (Joint Insurance Benefits Review Committee) attached.

ARTICLE 44 – SHORT TERM SICKNESS PLAN

- 44.1 An employee who is unable to attend to their 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.
- 44.2 An employee is not entitled to leave of absence with pay under Article 44.1 until they have completed twenty (20) consecutive working days of employment.

- 44.3 Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, they are not entitled to leave of absence with pay under Article 44.1 for more than one hundred and thirty (130) working days in the two (2) years until they have returned to work for twenty (20) consecutive working days.
- 44.4 An employee who has used leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Article 44.1 must complete twenty (20) consecutive working days before they are entitled to further leave under Article 44.1 in the next calendar year.
- 44.5 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

- 44.6 An employee on leave of absence under Article 44.1, may, at their option, have sufficient credits deducted from their accumulated credits (attendance, vacation or overtime credits) for each such day of absence and receive regular pay.
- 44.7 An employee who is absent from their duties due to sickness or injury beyond the total number of days provided for in Article 44.1 shall have their accumulated attendance credits reduced by a number of days equal to such absence and they shall receive regular pay for that period.
- 44.8 Article 44.7 does not apply to an employee when they qualify for and elects to receive benefits under the Long Term Income Protection Plan.
- 44.9 Where, for reasons of health, an employee is frequently absent or unable to perform their duties, the Employer may require the employee to submit to a medical examination at the expense of the Employer.
- 44.10 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 their 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.
- 44.11 Employees returning from Long Term Income Protection Plan to resume employment in accordance with Article 42.10 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.

44.12 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 their duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

ATTENDANCE REVIEW MEETINGS

44.13 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 Grievance Settlement Board 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.

ARTICLE 45 – LEAVE CREDITS REPORTS

(FXT, SE, RPT)

45.1 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 they are entitled.

ARTICLE 46 – VACATIONS AND VACATION CREDITS

46.1 Effective January 1, 1992, an 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.

- 46.2 An employee is entitled to vacation credits under Article 46.1 in respect of a month or part thereof in which they are at work or on leave with pay.
- 46.3 An employee is not entitled to vacation credits under Article 46.1 in respect of a whole month in which they are absent from duty for any reason other than vacation leave of absence or leave of absence with pay.
- 46.4 An employee shall be credited with their vacation for a calendar year at the commencement of each calendar year.
- 46.5 An employee may accumulate vacation to a maximum of twice their annual accrual but shall be required to reduce their accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 46.6 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until they have completed six (6) months of continuous service.
- 46.7 An employee with over six (6) months of continuous service may, with the approval of the Deputy Minister, take vacation to the extent of their vacation entitlement and their vacation credits shall be reduced by any such vacation taken. For this purpose, an employee may include any continuous service as an employee in the Public Service of Ontario immediately prior to their appointment to the Regular Service.
- 46.8 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 their accumulated vacation entitlement.
- 46.9 An employee who completes twenty-five (25) years of continuous service on or before the last day of the month in which they attain 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 they attain the age of sixty-five (65) years.
- 46.10 Where an employee leaves the service prior to the completion of six (6) months service as computed in accordance with Article 46.7, they are entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of their employment.
- 46.11 An employee who has completed six (6) or more months of continuous service shall be paid for any earned and unused vacation standing to their credit at the date they cease to be an employee, or at the date they qualify for payments under the Long Term Income Protection plan as defined under Article 42, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.

46.12 An employee who has completed their probationary period shall, upon giving at least two (2) months' written notice on or after April 1, 1977, 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 their 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 47 – HOLIDAYS

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

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

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

47.2 Except as provided in Article 47.3 when a holiday specified in Article 47.1 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.

47.3 Those employees whose work schedules are subject to rotating work weeks which include scheduled weekend work on a regular or recurring basis shall have the Canada Day, Remembrance Day, Christmas Day, Boxing Day and New Year's Day holidays designated as July 1st, November 11th, December 25th, December 26th and January 1st, respectively, and Article 47.2 shall

have no application to these employees in respect of these holidays.

ARTICLE 48 – BEREAVEMENT LEAVE

- 48.1 An employee shall be allowed up to three (3) days' leave of absence with pay in the event of the death of their spouse, mother, father, mother-in-law, father-in-law, son, daughter, stepson, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, guardian, foster child, stepmother, stepfather, step- grandparent, step-grandchild or same-sex spouse.
- 48.2 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 their aunt, uncle, niece or nephew.
- 48.3 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 Articles 48.1 and 48.2 above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence. (FXT)

ARTICLE 49 – SPECIAL AND COMPASSIONATE LEAVE

(FXT, SE)

- 49.1 A Deputy Minister or their designee may grant an employee leave of absence with pay for not more than three (3) days in a year upon special or compassionate grounds.
- 49.2 The granting of leave under this article shall not be dependent upon or charged against accumulated credits.

ARTICLE 50 – PREGNANCY LEAVE

- 50.1 A Deputy Minister shall grant leave of absence without pay to a pregnant employee who has served at least thirteen (13) weeks including service as a Public Servant immediately prior to their appointment to the Regular Service.
- 50.2.1 The leave of absence shall be in accordance with the provisions of the *Employment Standards Act 2000*.
- 50.2.2 Notwithstanding Article 44.12 (Short Term Sickness Plan), Articles 46.2 and 46.3 (Vacations and Vacation Credits) and Article 53.6 (Termination Payments), vacation credits, seniority and service continue to accrue during the pregnancy leave.

- 50.3.1 An employee entitled to pregnancy leave under this article, who provides the Employer with proof that they are 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.
- 50.3.2 In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, which the employee was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented,
- and
- (b) 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 their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented.
- 50.3.3 Notwithstanding Articles 50.3.2(a) and (b), where an employee assigned to a vacancy in accordance with Article 9.7.2 (Health and Safety and Video Display Terminals) is eligible to receive an allowance under this article, and the salary rate the employee was receiving on the last day worked prior to the pregnancy leave is less than the salary rate they were receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for their classification which they were receiving on the last day worked prior to the assignment.
- 50.4 Notwithstanding Article 36.2 (Insured Benefits Plans – General), an employee on pregnancy leave shall have their benefits coverage continued unless the employee elects in writing not to do so.
- 50.5 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 51 (Parental Leave).

- 50.6.1 An eligible employee returning from a leave of absence under Articles 50.1 or 50.5 to the ministry in which they were employed immediately prior to such leave shall be assigned to the position they 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 they would have attained had they worked during the leave of absence.
- 50.6.2 An employee who has been assigned in accordance with Article 9.7.2 (Health and Safety and Video Display Terminals) and who returns to their former ministry from a leave of absence under this article, shall be assigned to the position they most recently held prior to the assignment under Article 9.7.2, 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 they would have attained had they worked during the leave of absence.
- 50.7 In accordance with Articles 50.3.2(a) and (b), and 50.3.3, 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 they may become entitled during the leave.
- 50.8 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.

ARTICLE 51 – PARENTAL LEAVE

- 51.1.1 A Deputy Minister shall grant a parental leave of absence without pay to an employee who has served at least thirteen (13) weeks, including service as a Public Servant immediately prior to their appointment to the Regular Service.
- 51.1.2 Notwithstanding Article 44.12 (Short Term Sickness Plan), Articles 46.2 and 46.3 (Vacations and Vacation Credits) and Article 53.6 (Termination Payments), vacation credits, seniority and service continue to accrue during the parental leave.
- 51.2 Parental leave may begin,
- (a) 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
 - (b) 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;

- (c) 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 Employer at least four (4) weeks' written notice of that day.

- 51.3 Notwithstanding Article 36.2 (Insured Benefits Plans – General), an employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.

- 51.4 Except for an employee to whom Article 50 (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.

- 51.5.1 An employee who is entitled to parental leave and who provides the Employer with proof that the employee 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.

- 51.5.2 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
 - (a) 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 their classification, which they were receiving on the last day worked prior to the commencement of the leave, which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented.

 - (b) 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 their classification, which they were receiving on the last day worked prior to the commencement of the leave, which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented.

- 51.6 An employee returning from a leave of absence under Articles 51.1 or 51.4 to the ministry in which they were employed immediately prior to such leave, shall be assigned to the position they 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 they would have attained had they worked during the leave of absence.
- 51.7 In accordance with Article 51.5.2, 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 they may have been entitled during the leave.

ARTICLE 52 – ENTITLEMENT ON DEATH

- 52.1 Where an employee who has served more than six (6) months dies, there shall be paid to their personal representative or, if there is no personal representative, to such person as the Public Service Commission determines, the sum of:
- (a) one-twelfth (1/12) of their annual salary; and
 - (b) their salary for the period of vacation leave of absence and overtime credits that have accrued.
- 52.2 Where an employee dies, there shall be paid to their personal representative or, if there is no personal representative, to such person as the Public Service Commission determines, an amount in respect of attendance credits or severance pay computed in the manner and subject to the conditions set out in Article 53 (Termination Payments). Any severance pay to which an employee is entitled shall be reduced by the amount equal to one-twelfth (1/12) of their annual salary.

ARTICLE 53 – TERMINATION PAYMENTS

- 53.1 An employee whose seniority commences from a date prior to January 1, 1970, and who ceases to be an employee is entitled to be paid an amount in respect of their accumulated attendance credits for continuous service up to and including March 31, 1978, in an amount computed by multiplying half of the number of days of their accumulated attendance credits at the date they cease to be an employee by their annual salary at the date they cease to be an employee and dividing the product by two hundred and sixty-one (261). For the period from April 1, 1978, the benefits described under Article 53.4 shall apply.
- 53.2 Notwithstanding Article 53.1, an employee whose seniority commences from a date on or after October 1, 1965, and before January 1, 1970, who ceases to

be an employee because of,

- (a) death;
- (b) retirement pursuant to,
 - (1) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform their duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which they are not entitled to a disability pension; or
- (c) release from employment under section 39 of the *P.S.O.A.*,

is entitled to receive, for continuous service up to and including March 31, 1978:

- (d) severance pay equal to one-half ($\frac{1}{2}$) week of salary for each year of continuous service before January 1, 1970, and one (1) week of salary for each year of continuous service from and including January 1, 1970; or
- (e) the amount in respect of their accumulated attendance credits computed in accordance with Article 53.1,

whichever is the greater, but they are not entitled to receive both of these benefits.

For the period from April 1, 1978, the benefits described under Article 53.4 shall apply.

53.3

An employee whose seniority commences from a date on or after January 1, 1970, is entitled to severance pay for each year of continuous service up to and including March 31, 1978,

- (a) where the employee has completed one (1) year of continuous service and ceases to be an employee because of,
 - (1) death,
 - (2) retirement pursuant to,
 - (a) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform their duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which they are not entitled to a disability pension; or
 - (3) release from employment under section 39 of the *P.S.O.A.*,

in an amount equal to one (1) week of salary for each year of continuous service; or

- (b) where the employee has completed five (5) years of continuous service and ceases to be an employee for any reason other than,
 - (1) dismissal for cause under section 34 of the *P.S.O.A.*, or
 - (2) abandonment of position under section 42 of the *P.S.O.A.*,

in an amount equal to one (1) week of salary for each year of continuous service.

For the period from April 1, 1978, the benefits described under Article shall apply.

53.4.1 An employee,

- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of:
 - (1) death,
 - (2) retirement pursuant to,
 - (a) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform their duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which they are not entitled to a disability pension; or
 - (3) dismissal for certain reasons under section 39 of the *P.S.O.A.*, or
 - (4) resignation during the surplus notice period; or
- (b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any reason other than:
 - (1) dismissal for cause under section 34 of the *P.S.O.A.*, or
 - (2) abandonment of position under section 42 of the *P.S.O.A.*, or

is entitled to severance pay for continuous service from and after April 1, 1978, equal to one (1) week of salary for each year of continuous service from and after April 1, 1978.

53.4.2 Notwithstanding Article 53.4.1 an employee who voluntarily resigns is only entitled to termination payments for services accrued up to December 31, 2008.

53.4.3 Notwithstanding Article 53.4.1 an employee appointed on or after January 1, 2013 is not entitled to termination payments as provided for in this article where the employee retires under the OPSEU Pension Plan.

For clarity, this does not apply to a fixed term employee who on or after January 1, 2013 is appointed to the regular service, where that regular employee's continuous service will include any fixed term service accumulated on or before January 1, 2013.

- 53.4.4 Notwithstanding Article 53.4.1, an employee who retires under the OPSEU Pension Plan will only be entitled to termination payments for service accrued up to December 31, 2016. The termination pay will be based on the rate the employee was being compensated at on December 31, 2016.
- 53.5.1 The total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half ($\frac{1}{2}$) of the annual salary of the employee at the date when they cease to be an employee.
- 53.5.2 The calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when they cease to be an employee.
- 53.5.3 Where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and,
- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
 - (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.
- 53.6 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's continuous service shall not include any period when they are on leave of absence without pay for greater than thirty (30) days, or for a period which constitutes a hiatus in their service, i.e.:
- (a) Political Activity (*P.S.O.A., Part V*)
 - (b) Lay-off (Article 20, Employment Stability)
 - (c) Educational Leave (*Public Service Commission Key Directive on HR Administration* – sections 14 and 15).
- 53.7 An employee may receive only one (1) termination payment for a given period of continuous service.
- 53.8 Notwithstanding Article 53.7, an employee who has been released in accordance with Article 20 (Employment Stability) and who is subsequently re-appointed in accordance with Article 18.3 (Seniority) may, at their option,

repay any termination payments received under this article to the Minister of Finance, and, thereby, restore termination pay entitlements for the period of continuous service represented by the payment.

53.9

In a case where an employee leaves employment with the Employer and acquires a job with a Crown Agency, the Employer may pay out the termination pay immediately or, by arrangement with the Crown Agency, transfer liability for the termination pay to the Crown Agency, in which case such liability will be assumed by the Crown Agency and the Employer will be relieved from any further obligation in this regard, save and except that where the Crown Agency does not satisfy its obligation, the Employer shall do so.

PART 1C – REGULAR PART-TIME EMPLOYEES

ARTICLE 54 – APPLICATION OF, REGULAR PART-TIME EMPLOYEE (RPT)

54.1 The only terms of this Collective Agreement that apply to employees who are Regular part-time employee are those that are set out in this Part. No provisions in this Collective Agreement other than those included in this Part shall apply to regular employees in regular part-time positions.

ARTICLE 55 – OTHER APPLICABLE ARTICLES, REGULAR PART-TIME EMPLOYEE

55.1 The following Articles of this Collective Agreement shall also apply to Regular part-time employees

ARTICLE 1	Recognition
ARTICLE 2	Management Rights
ARTICLE 3	No Discrimination/ Employment Equity
ARTICLE 4	Check-off of Union Dues
ARTICLE 5	Information to New Employees
ARTICLE 6	Posting and Filling of Vacancies or New Positions
ARTICLE 8	Temporary Assignments
ARTICLE 13	Kilometric Rates
ARTICLE 14	Time Credits While Travelling
ARTICLE 15	Non- Pyramiding of Premium Benefits
ARTICLE 16	Local and Ministry Negotiations
ARTICLE 17	Joint Consultation Committee
ARTICLE 18	Seniority (Length of Continuous Service)
ARTICLE 19	Multiple Lay-offs
ARTICLE 21	Discipline and Dismissal
ARTICLE 22	Grievance Procedure
ARTICLE 23	Leave – Union Activities
ARTICLE 24	Leave Without Pay
ARTICLE 25	Leave – Special
ARTICLE 26	Leave – Foreign, Intergovernmental
ARTICLE 27	Leave – Jury Duty
ARTICLE 28	Leave– Military Service
ARTICLE 29	Leave – Pension Trustees
ARTICLE 45	Leave Credits Report
ARTICLE 79	Salary
ARTICLE 80	Term of Agreement

55.2 The following Articles of the Collective Agreement shall also apply to Regular part-time employees:

COR4 – Scheduled Tour of Duty or Shift
COR5 – Shift Schedules
COR6 – Shift Premium
COR7 – Rest Periods
COR9 – Call Back
COR11 – On-call Duty
COR12 – Meal Allowance
COR14 – Indemnification

ARTICLE 56 – POSTING AND FILLING OF REGULAR PART-TIME POSITIONS

- 56.1.1 Effective March 16, 1987, when a vacancy occurs in the Regular Service for a regular part-time position in the bargaining unit or a new regular part-time position is created in the bargaining unit, it shall be advertised for at least ten (10) calendar days prior to the established closing date. Notice of vacancies shall be posted either electronically or on bulletin boards and, upon request, shall be provided in large-sized print or braille where the posting location has the capacity to do so.
- 56.1.2 Notwithstanding Article 56.1.1 above, the Employer may hire qualified candidates who previously applied for the same regular part-time vacancy or new position provided that a competition was held during the previous fourteen (14) months following the closing date of the posting. The Employer in these circumstances is not required to post or advertise the vacancy or new position. Where the Employer uses this provision, it shall notify the Local Union President where the vacancy or new position exists, ten (10) working days prior to filling the vacancy or new position.
- 56.2 The notice of vacancy shall state, where applicable, the nature and title of the position, the qualifications required, the “weekly hours of work” and the “basic hourly rate” or the “weekly rate” of pay as defined in Article 57 (Pay and Benefits Administration). Where a regular part-time position is posted within the Ontario Public Service, the internal notice of vacancy shall also state the work location where the position currently exists, that the position is represented by the Union and the particular bargaining unit which contains the position.
- 56.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, seniority shall be the deciding factor.
- 56.4 An applicant who is invited to attend an interview within the Regular Service 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.

- 56.5.1 With the agreement of the Union, the employee and the Employer, an employee shall be assigned to a vacancy where:
- (a) the vacant position is identical to the position occupied by the employee, and
 - (b) the vacant position is in the same ministry as the position occupied by the employee,
- and the provisions of Articles 56.1, 56.2, 56.3, and 56.4 shall not apply.
- 56.5.2 The assignment of an employee to a vacancy in accordance with Article 25 (Leave – Special), Article 70 (Long Term Income Protection), Article 76 (Pregnancy Leave) and Article 77 (Parental Leave) shall have priority over an assignment under Article 56.5.1.
- 56.6 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.

ARTICLE 57 – PAY AND BENEFITS ADMINISTRATION

- 57.1 The “basic hourly rate” of pay for Regular part-time employees is the basic hourly rate for the class, except where the basic hourly rate for the class does not exist in which case it is the weekly rate of the class divided by thirty-six and a quarter ($36\frac{1}{4}$) or forty (40) as applicable.
- 57.2 The “weekly rate” of pay for Regular part-time employees is the basic hourly rate times the applicable weekly hours of work.
- 57.3 “Weekly hours of work” shall be the average of the regularly scheduled weekly hours of a position calculated over a period of four (4) consecutive weeks.

ARTICLE 58 – HOURS OF WORK

- 58.1 The regularly scheduled hours of work for a regular part-time position in the Regular Service shall be as determined by the Employer, provided that they are:
- (a) 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, 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 (7¼) or eight (8) hours, as applicable to the classification to which the regular part-time position is assigned.

ARTICLE 59 – NON-WORKING DAY

- 59.1 “Non-Working Day” means a day on which the employee is not scheduled to work to complete their regularly scheduled hours.

ARTICLE 60 – HEALTH AND SAFETY AND VIDEO DISPLAY TERMINALS

- 60.1 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 both the Employer 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.

VIDEO DISPLAY TERMINALS (VDT)

- 60.2 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes to perform other duties away from the VDT.
- 60.3 At the beginning of assignment to a VDT and every twenty-four (24) months thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist 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 fifty dollars (\$50) for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- 60.4.1 A pregnant VDT operator who operates a VDT that contains cathode ray tubes may request re-assignment from VDT duties for the remainder of their pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that they

are pregnant.

- 60.4.2 Upon receipt of the written request specified in Article 60.4.1, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit within their ministry, provided that they are able and qualified to perform the required duties and the salary maximum of the vacancy is not greater than the salary maximum of the classification of their position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest salary maximum. The assignment of a surplus employee to a vacancy, in accordance with Article 20 (Employment Stability), shall have priority over an assignment under Article 60.4.
- 60.4.3 Where an employee is assigned to a vacancy in accordance with Article 60.4, the provisions of Article 56 (Posting and Filling of Regular Part- Time Positions) shall have no application.
- 60.4.4 Where an employee is assigned, under Article 60.4.2, to a position in a classification with a lower salary maximum than the salary maximum of the classification of the position from which they were assigned, they shall be paid at the rate within the salary range of the classification of the position to which they have been assigned under Article 60.4.2, which is closest to but not more than the rate they were receiving immediately prior to the assignment.
- 60.4.5 Where it is not possible to assign an employee in accordance with Article 60.4.2, the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which they would be entitled to commence pregnancy leave of absence in accordance with Article 76 (Pregnancy Leave).
- 60.4.6 An employee who does not accept an assignment made in accordance with Article 60.4.2, may elect either to continue work in their original position or request leave of absence in accordance with Article 60.4.5.
- 60.5 Video display terminal work stations shall be equipped with tables or stands for the terminal to permit it to be at a height appropriate to the circumstances of its use and the seating available for the operator. The chair provided shall have a seat which is adjustable in height, a back rest which is adjustable in height, and a foot rest where necessary to accommodate a particular operator. Where appropriate to the nature of the work, paper stands or work stands shall be provided.

ARTICLE 61 – ISOLATION PAY

- 61.1 Isolation Pay as provided by Article 12 (Isolation Pay) shall apply; however, it shall be pro-rated based on the proportion of the Regular part-time

employee's weekly hours of work to the normal hours of work for the class as follows:

$$\frac{\text{weekly hours of work}}{\text{normal hours of work for class (weekly)}} \times \text{allowance per week for appropriate point rating}$$

ARTICLE 62 – EMPLOYMENT STABILITY

- 62.1 Article 20 (Employment Stability) of this Collective Agreement shall apply to regular part-time employees with the following modifications:
- (a) when identifying the vacancies into which the surplus regular part-time employee can be assigned, the Employer shall use the same criteria used for full-time employees;
 - (b) it is understood that in exercising any of the rights referred to in Article 62.1(a) above, the seniority of a regular part-time employee shall be as calculated under Article 18 (Seniority).
- 62.2 A surplus regular part-time employee shall only have rights to displace another regular part-time employee.
- 62.3 A regular part-time employee who is laid off shall only have recall rights to regular part-time positions.

ARTICLE 63 – BENEFITS GENERAL

- 63.1 The benefits described in Articles 64 to 78 apply only to Regular part-time employees in the Correctional bargaining unit represented by the Ontario Public Service Employees Union.
- 63.2 In Articles 64 to 78, salary means earnings from weekly hours of work, exclusive of premium payments.

ARTICLE 64 – INSURED BENEFITS PLANS – GENERAL

COMMENCEMENT OF COVERAGE

- 64.1 Employees will be insured for Basic Life, Supplementary and Dependent Life (when elected), Long Term Income Protection, and Supplementary Health and Hospital benefits effective the first of the month coinciding with or immediately following two (2) months service.

COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY

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

DAYS OF GRACE

- 64.3 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.

ARTICLE 65 – BASIC LIFE INSURANCE

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

- 65.2 The basic life insurance plan shall provide:

- (a) Effective June 1, 2002, coverage equal to one hundred percent (100%) of annual salary or five thousand dollars (\$5,000), whichever is greater;
- (b) that where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age 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 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.

65.3 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 regularly scheduled hours of 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 (i.e. for the equivalent of at least one (1) regular full-time day of employment).

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

ARTICLE 66 – SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

66.1.1 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.

66.1.2 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 Income Protection benefits, whichever comes first, and to remain in force while the employee is totally disabled until the earliest of recovery, death, or the end of the month in which the employee reaches age 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 Employer will advise terminating employees of this conversion privilege. The conversion option shall be as stated in Article 65.2(c) (Basic Life Insurance).

- 66.2 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 regularly scheduled hours of 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 (i.e. for the equivalent of at least one (1) regular full-time day of employment). In the event of a reduction in salary, an employee, at their option, may maintain the insurance coverage at the former higher level.
- 66.3 Supplementary Life Insurance will terminate at the end of the calendar month in which the employee ceases to be a Regular Employee.
- 66.4.1 Effective as soon as practical, following ratification, employees, at their option, are entitled to purchase dependent life insurance. Employees must pay the full premium for this coverage. Spousal life insurance choices are from \$10,000 to \$200,000 and dependent child life insurance choices are \$1,000, \$5,000, \$7,500 or \$10,000.
- 66.4.2 Dependent Life insurance will terminate at the earlier of the end of the calendar month in which the employee ceases to be a Regular Employee or the date a dependent ceases to be an eligible dependent.
- 66.4.3 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.
- 66.4.4 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.
- 66.5 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:
- appointment as a regular 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.

ARTICLE 67 – SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

- 67.1.1 If an employee elects to participate in this plan, the Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%), or eighty percent (80%) of the monthly premium for the Supplementary Health and Hospital Plan, whichever is closest to the percentage that the employee's weekly hours of work bear to full-time employment. The employee shall pay the balance of the monthly premium through payroll deduction.
- 67.1.2 An employee who does not elect to join the plan on first becoming eligible to participate, or who elects to rejoin the plan after opting out earlier, may make application in December of any year to commence coverage effective January 1st following, provided the employee has satisfied the service requirement specified in Article 64.1 (Insured Benefits Plans General).
- 67.1.3 An employee who is participating in the plan, and, while still employed wishes to opt out of the plan may make application in December of any year to terminate coverage effective January 1st following.
- 67.1.4 Notwithstanding Article 67.1.2, on providing proof that similar coverage provided by a plan in which their spouse participates has been terminated, an employee may opt into the plan at any time, for coverage commencing at the beginning of the month coinciding with or immediately following the presentation of such evidence to the Employer.
- 67.2.1 Effective June 1, 2002, 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.

Effective June 1, 2002, 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 67.2.2 to 67.2.15.

Effective January 1, 2003 reimbursement of prescription drugs will include a three dollar (\$3) deductible per prescription to be paid by the employee.

Effective April 1, 2009, the Supplementary Health and Hospital Plan shall provide reimbursement for ninety (90%) of the cost of medically necessary vaccinations or immunizations when prescribed and administered by a qualified health care practitioner where such vaccine or immunization is not covered by a provincial health plan.

67.2.1.1 Not later than November 1, 2006 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.

67.2.1.2 The Drug Card program shall include the following elements:

- 1) Employees shall be obliged to enrol 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 enrol, 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.

67.2.2 Charges for accommodation, for employees aged 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;

67.2.3 Charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;

67.2.4 Charges for private-duty nursing in the employee’s home, by a registered

nurse or registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or their dependents, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care;

67.2.5 Effective June 1, 2002, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practising 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 (\$1200) 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 (\$1400);

67.2.6 Effective June 1, 2002 and up to March 31, 2019, 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 (\$1400).

Effective April 1, 2019, charges for the services of a psychologist (which shall include Master of Social Work) up to forty dollars (\$40) per half-hour to an annual maximum of one thousand and four hundred dollars (\$1400). Notwithstanding the foregoing, the per half-hour cap of forty dollars (\$40) shall not apply for employees who are Correctional Officers and Youth Workers (excluding eligible dependents).

67.2.7 Effective June 1, 2002, 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;

67.2.8 Rentals of wheel chairs, hospital beds or iron lungs required for temporary therapeutic use. A wheel chair may be purchased if recommended by the attending physician and if rental cost would exceed the purchase cost. Fifty percent (50%) of the cost of repair (including batteries) and modifications to purchased wheel chairs provided that reimbursement for any one repair, battery or modification shall in no event exceed five hundred dollars (\$500);

67.2.9 Ambulance services to and from a local hospital qualified to provide

- treatment, excluding benefits allowed under a provincial hospital plan;
- 67.2.10 Oxygen and its administration;
- 67.2.11 Blood transfusions outside hospital;
- 67.2.12 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;
- 67.2.13 Hearing aids and eye glasses, if required as a result of accidental injury;
- 67.2.14 Effective June 1, 2002, charges for services of physicians, surgeons and specialists legally licensed to practise 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;
- 67.2.15 Charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100).
- 67.2.16 Effective August 1, 2005, the services and supplies set out in the Liberalization List, dated May 1, 2003 shall be incorporated into the Supplementary Health and Hospital Plan. Details may be found in the information booklet described in Article 67.6 and on the Employer's intranet and the Union's website.
- 67.2.17 Effective October 30, 2015, the Supplementary Health & Hospital Plan will be amended to include expanded coverage for Diabetic Pumps and Supplies as follows:
- 1) Purchase and/or repair of Insulin Infusion Pumps and Continuous Glucose Monitoring machine and supplies to a maximum of two thousand dollars (\$2,000) every five (5) years per person.
 - 2) Purchase of Insulin Jet Injectors to a maximum of one thousand dollars (\$1,000), lifetime.
 - 3) Purchase and/or repair of one Blood Glucose monitoring machine per consecutive four (4)-year period to a maximum of four hundred (\$400) per person.
 - 4) One hundred percent (100%) of the purchase of supplies required for the use of the above referenced diabetic appliances to a calendar year

maximum of two thousand dollars (\$2,000) per person (Insulin will continue to be reimbursed as an eligible drug, not through this article).

67.3 Effective June 1, 2002, 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 dollars [\$300.00] 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.

Effective September 1, 2005, the eligible expenses outlined in the vision care coverage under the Supplementary Health and Hospital Plan will be amended to include one routine eye examination every twenty-four (24) months, and laser eye correction surgery. The vision care coverage maximum will be increased to three hundred and forty dollars (\$340) per person every twenty-four (24) month period.

Effective April 1, 2009, the Supplementary Health and Hospital Plan shall provide for the reimbursement of the cost of one routine eye examination every twenty-four (24) months independent of the vision care maximum.

Effective January 1, 2010, the employer agrees to pay 100% of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital Plan.

67.4 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 their dependent is confined to hospital on the date their Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date their dependent is discharged from hospital, or the expiration of six (6) months from the date of termination of insurance.

67.5 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 their last pay from the Employer, except as provided in Article 70.3 (Long Term Income Protection). 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.

67.6 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.

67.7 Effective January 1, 2009, the employee's share of the annual Employment Insurance (EI) rebate will be redirected by the Employer towards offsetting the cost of the benefits contained in this Agreement.

67.8 Effective July 1, 2019, all active employees will be enrolled in a mandatory, employee-paid catastrophic drug coverage plan that will provide 100% coverage for drug costs over an eligible drug claim cost threshold of \$10,000 per eligible patient (employee, spouse and eligible dependent children), in a calendar year.

(d) A patient's eligible claims for drug purchases up to the \$10,000 per calendar year threshold will be reimbursed at 90% subject to the coverage terms set out in Article 67.2.1.

(e) Eligible patient shall mean the employee, the employee's spouse, and the employee's dependent child or children.

(f) Monthly premium payments for the catastrophic drug coverage plan shall be deducted from an employee's monthly pay.

67.9 Effective July 1, 2019, the Employer will provide all employees with the option to enrol in in out-of-country medical coverage. Employees who choose to enrol in this coverage will be responsible for 100% of the monthly premium.

An employee may apply to enrol in this coverage upon hire or at any time thereafter. Where an employee enrolls and later decides to terminate coverage, their decision is irrevocable and they will not be able to re-enrol.

ARTICLE 68 – DENTAL PLAN

BENEFITS

68.1.1 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).

Effective June 1, 2002 and until December 31, 2008, the dental coverage includes a one hundred dollar (\$100) single or family deductible per calendar year.

Effective January 1, 2009, the dental coverage includes a fifty dollar (\$50) single or family deductible per calendar year.

Effective June 1, 2002 dental recall coverage is extended from six (6) to nine (9) months except for dependent children twelve (12) and under.

Effective June 1, 2002, coverage does not include fluoride treatment for adults.

Effective April 1, 2009, the dental coverage includes pit and fissure sealant for dependent children aged six (6) to eighteen (18) years.

- 68.1.2 (a) Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents. Effective January 1, 2004, 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 68.1.2(a).
- 68.1.3 This plan includes 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 68.1.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and each eligible dependent.
- 68.1.4 Except for benefits described under Article 68.2, 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 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.
- 68.2 This plan includes 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 68.1.2(a), up to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.

- 68.3 Effective June 1, 2002, this plan includes services relating to major restorative, with benefits equivalent to Rider 4 of the 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 68.1.2(a), up to a maximum benefit of twelve hundred dollars (\$1200) per year for the insured employee and each eligible dependent.

Effective January 1, 2010, the maximum benefit for major dental services will be increased to two thousand dollars (\$2,000) per year for the insured employee and each eligible dependent. The co-insurance will remain at fifty/fifty (50%/50%).

PREMIUMS

- 68.4 If an employee elects to participate in the Dental Plan, the Employer shall pay forty percent (40%), fifty percent (50%), sixty percent (60%), seventy percent (70%) or eighty percent (80%) of the monthly premium for the Dental Plan, whichever is closest to the percentage that the employee's weekly hours of work bear to full-time employment. The employee shall pay the balance of the monthly premium through payroll deduction.

ELIGIBILITY

- 68.5 Employees are eligible for coverage on the first day of the month coinciding with or following two (2) months of service.

PARTICIPATION

- 68.6.1 An employee who does not elect to join the plan on first becoming eligible to participate, or who elects to rejoin the plan after opting out earlier, may make application in December of any year to commence coverage effective January 1st following, provided the employee has satisfied the service requirement specified in Article 64.1 (Insured Benefits Plans – General).
- 68.6.2 An employee who is participating in the plan, and, while still employed wishes to opt out of the plan, may make application in December of any year to terminate coverage effective January 1st following.
- 68.6.3 Notwithstanding Article 68.6.1, on providing proof that similar coverage provided by a plan in which their spouse participates has been terminated, an employee may opt into the plan at any time, for coverage commencing at the beginning of the month coinciding with or immediately following the presentation of such evidence to the Employer.

CANCELLATION

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

ARTICLE 69 – WORKPLACE SAFETY AND INSURANCE

- 69.1 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*, their weekly rate of pay shall continue to be paid for a period not exceeding thirty (30) regularly scheduled working days.

If an award is not made, any payments made under the foregoing provisions in excess of that to which they are entitled under Articles 71.1 and 71.6 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

- 69.2 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*, their 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) regularly scheduled 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 their credits.

- 69.3 Where an award is made under the *Workplace Safety and Insurance Act* to an employee that is less than the weekly rate of pay of the employee and the award applies for longer than the period set out in Article 69.2 and the employee has accumulated credits, their weekly rate of pay may be paid and the difference between the weekly rate of pay paid after the period set out in Article 69.2 and the compensation awarded shall be converted to its equivalent time and deducted from their accumulated credits.

- 69.4 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 69.2 (i.e. three (3) months), the Employer will continue subsidies for Basic Life, Long Term Income Protection, Supplementary Health and Hospital and the Dental Plans for the period during which the employee is receiving the award. The Employer shall continue to make the Employer's pension contributions unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's pension contributions.

- 69.5 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 Article 71 (Short Term Sickness Plan) as an option following the expiry of the application of Article 69.2.

69.6 Effective January 1, 2016, salary payments under Article 69.2 shall be reduced to the extent necessary to provide that an employee's net earnings equal one hundred percent (100%) of their net earnings prior to the commencement of their absence.

ARTICLE 70 – LONG TERM INCOME PROTECTION

70.1 Effective June 1, 2002, the Employer shall pay one hundred percent (100%) of the monthly premium of the Long Term Income Protection (L.T.I.P.) plan.

70.2.1 (a) Effective January 1, 1992 and until December 31, 2009, the L.T.I.P. benefit is sixty-six and two-thirds percent (66 2/3%) of an employee's gross salary at the date of disability, including any retroactive salary adjustment to which the employee is entitled.

Effective January 1, 2010, the L.T.I.P. benefit is sixty-six and two thirds percent (66 2/3%) of the employee's gross salary at the date that the carrier deems to be the effective date on which the employee is entitled to receive L.T.I.P. benefits, including any retroactive salary adjustment to which the employee is entitled.

(b) The L.T.I.P. benefit provided under Article 42.2.1(b) (Long Term Income Protection) shall apply; however it shall be pro-rated based on the proportion of the Regular part-time employee's weekly hours of work to the normal hours of work for the class as follows:

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

(c) Effective December 31, 1993, and annually thereafter, until December 31, 1998, the total monthly payment under Articles 70.2.1(a) and 70.2.1(b) shall be increased by up to two percent (2%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

(d) Effective January 1, 1999, the L.T.I.P. benefit an employee was receiving on December 31, 1998, shall be increased for each employee by an amount equal to 1.0% of such amount, and on January 1, 2000, the amount the employee was receiving on December 31, 1999 shall be increased by a further 1.35%, and on January 1, 2001,

the amount the employee was receiving on December 31, 2000 shall be increased by a further 1.95%.

- (e) Effective January 1, 2002, the L.T.I.P. benefit an employee was receiving on December 31, 2001, shall be increased for each employee by an amount equal to 3.5% of such amount, and on January 1, 2003, the amount the employee was receiving on December 31, 2002 shall be increased by a further 2.45%, and on January 1, 2004, the amount the employee was receiving on December 31, 2003 shall be increased by a further 2.5%.
- (f) Effective January 1, 2005, the L.T.I.P. benefit an employee was receiving on December 31, 2004, shall be increased for each employee by an amount equal to 2% of such amount, and on January 1, 2006, the amount the employee was receiving on December 31, 2005 shall be increased by a further 2.25%, and on January 1, 2007, the amount the employee was receiving on December 31, 2006 shall be increased by a further 2.5%, and on January 1, 2008, the amount the employee was receiving on December 31, 2007 shall be increased by a further 3%.
- (g) Effective January 1, 2009, the L.T.I.P. benefit an employee was receiving on December 31, 2008 shall be increased for each employee by an amount equal to 1.75% of such amount, and on January 1, 2010, the amount the employee was receiving on December 31, 2009 shall be increased by a further 2.0%, and on January 1, 2011, the amount the employee was receiving on December 31, 2010 shall be increased by a further 2.0%, and on January 1, 2012, the amount the employee was receiving on December 31, 2011 shall be increased by a further 2.0%.
- (h) Effective January 1, 2013, the L.T.I.P. benefit an employee was receiving on December 31, 2012 shall be increased for each employee by an amount equal to 0.5% of such amount, and on January 1, 2014, the amount the employee was receiving on December 31, 2013 shall be increased by a further 0.5%.
- (i) The Employer shall provide a list of employees on L.T.I.P. to CJIBRC upon request. This article applies to within the Correctional Bargaining Unit.
- (j) Effective January 1, 2015, and thereafter, the total monthly LTIP benefit payment under the plan shall be adjusted by an increase equal to those provided for under Article COR17.

70.2.2 The L.T.I.P. benefit to which an employee is entitled under Article 70.2.1 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 Workplace Safety and Insurance benefits paid for an unrelated disability, and such benefits are payable until the earliest of recovery, death or the end of the month in which the employee reaches age sixty-five (65).

70.2.3 The L.T.I.P. 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.

70.2.4 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 their 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 the employee is reasonably fitted by education, training or experience.

70.3.1 The Employer will continue to make pension contributions as well as the normal portion of premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a Workplace Safety and Insurance award. For the purposes of Article 70.3, the “normal portion” of premium payments will be as described in Article 67.1.1 (Supplementary Health and Hospital Insurance) and Article 68.4 (Dental Plan).

70.3.2 For employees who, on or before December 31, 2015, are receiving or deemed eligible to receive L.T.I.P. benefits or who are making an application for L.T.I.P. benefits:

a) The employee must provide the Employer, by no later than January 1, 2016, with written confirmation from the OPSEU Pension Trust of the earliest date they will become eligible for an actuarially unreduced pension and the current amount of their credit in the OPSEU Pension Plan.

b) Notwithstanding Article 70.3.1 and effective January 1, 2016, where an employee has a minimum of thirty (30) years of credit in the OPSEU Pension Plan or is eligible to retire to an actuarially unreduced pension under the OPSEU Pension Plan, whichever is later, and where the employee does not retire, they shall pay the employee’s portion of pension contributions while the employee receives or is qualified to receive L.T.I.P. benefits under the plan.

70.3.3 For employees who make an application for L.T.I.P. benefits on January 1, 2016 or later:

- a) The employee must provide the Employer, when making their application for L.T.I.P. benefits, with written confirmation from the OPSEU Pension Trust of the earliest date they will become eligible for an actuarially unreduced pension and the current amount of their credit in the OPSEU Pension Plan.
- b) Notwithstanding Article 70.3.1, effective January 1, 2016, where an employee has a minimum of thirty (30) years of credit in the OPSEU Pension Plan or is eligible to retire to an actuarially unreduced pension under the OPSEU Pension Plan, whichever is later, and where the employee does not retire, they shall pay the employee's portion of pension contributions while the employee receives or is qualified to receive L.T.I.P. benefits under the plan.

70.4 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.

70.5 The L.T.I.P. coverage will terminate at the end of the calendar month in which an employee ceases to be a regular employee. If the employee is totally disabled on the date their insurance terminates, they shall continue to be insured for that disability.

70.6 If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.

70.7.1 Rehabilitative plans and programs for employees receiving L.T.I.P. benefits, whether with the OPS or another Employer, shall be required where recommended by the Carrier.

“Rehabilitative employment” is a rehabilitative plan or program and means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative plans and programs, L.T.I.P. will take into account the employee's training, education and experience. If a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier, the employee will no longer be entitled to benefits. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months.

70.7.2 Where a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier and the

employee is no longer entitled to benefits, the employee will have the ability to file for an expedited review of the decision to end benefits directly to the Claims Review Subcommittee under Appendix 4 (Joint Insurance Benefits Review Committee) within 30 days of the decision to end benefits. The parties agree that such matters will be heard within 60 days by the Claims Review Subcommittee as per paragraph 6 (a) of Appendix 4, unless the parties mutually agree otherwise. This article applies to all ministries within the Correctional Bargaining Unit.

- 70.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of their earnings as at the date of commencement of total disability.
- 70.9 Employees while on rehabilitative employment with the Ontario Government will earn vacation credits as set out in Article 72 (Vacations and Vacation Credits).

ARTICLE 71 – SHORT TERM SICKNESS PLAN

- 71.2 An employee who is unable to attend to their duties due to sickness or injury is entitled in each calendar year to leave of absence with pay as follows:
- (a) at regular salary for the portion of six (6) days that the ratio of the employee's weekly hours of work bear to full-time employment,
 - (b) at seventy-five percent (75%) of regular salary for an additional period of that portion of one hundred and twenty-four (124) days that the ratio of the employee's weekly hours of work bear to full-time employment.
- 71.3 An employee is not entitled to leave of absence with pay under Article 71.1 until the employee has completed all of their regularly scheduled hours of work within a period of four (4) consecutive weeks.
- 71.4 An employee on a sick leave of absence which commences on a regularly scheduled working day in one (1) calendar year and continues to include a regularly scheduled working day in the following calendar year, is not entitled to leave of absence with pay under Article 71.1 for more than the number of days provided in Article 71.1 in the two (2) years until the employee has returned to work and again completed the service requirement described in Article 71.2.
- 71.5 An employee who has used the total number of days available under Article 71.1 in a calendar year must complete the service requirement described in Article 71.2 before the employee is entitled to further leave under Article 71.1

in the next calendar year.

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

USE OF ACCUMULATED CREDITS

- 71.7 An employee on leave of absence under Article 71.1.1(b), Article 71.1.2(b) or Article 71.1.2(c) may, at their option, have sufficient credits deducted from their accumulated credits (attendance, vacation or overtime) to receive their regular weekly rate of pay.
- 71.8 An employee who is absent from their duties due to sickness or injury beyond the total number of days provided for in Article 71.1 shall have their accumulated attendance credits reduced by the number of days equal to such absence and the employee shall receive their regular weekly rate of pay for that period.
- 71.9 Article 71.7 does not apply to an employee when the employee qualifies for and elects to receive benefits under the Long Term Income Protection plan.
- 71.10 Where, for reasons of health, an employee is frequently absent or unable to perform their duties, the Employer may require them to submit to a medical examination at the expense of the Employer.
- 71.11 Where an employee's absence caused by sickness exceeds a calendar week, 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 their official duties. Notwithstanding this provision, the employee's manager may require an employee to submit a medical certificate for a period of absence of less than a calendar week.
- 71.12 Employees returning from Long Term Income Protection plan to resume employment must complete the service requirement described in Article 71.2 to qualify for benefits under the Short Term Sickness Plan.
- 71.13 For the purposes of this article the service requirement described in Article 71.2 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 their duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

ARTICLE 72 – VACATIONS AND VACATION CREDITS

- 72.1 Effective January 1, 1992, an employee shall earn a pro-rated portion of the vacation credits shown below based on the ratio that their weekly hours of work bear to full-time employment:
- (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.
- 72.2 An employee is entitled to vacation credits under Article 72.1 in respect of a month or part thereof in which they are at work or on leave with pay.
- 72.3 An employee is not entitled to vacation credits under Article 72.1 in respect of a whole month in which they are absent from duty for any reason other than vacation leave of absence or leave of absence with pay.
- 72.4 An employee shall be credited with their vacation for a calendar year at the commencement of each calendar year.
- 72.5 An employee may accumulate vacation to a maximum of twice their annual accrual but shall be required to reduce their accumulation to a maximum of one (1) year's accrual by December 31 of each year.
- 72.6 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year but shall not be permitted to take vacation until they have completed six (6) months of service.
- 72.7 An employee with over six (6) months of service may, with the approval of the Deputy Minister, take vacation to the extent of their vacation entitlement and their vacation credits shall be reduced by any such vacation taken. For this purpose, an employee may include any continuous employment as a regular part-time employee, or as a full-time employee, in the Public Service of Ontario immediately prior to their appointment to the Regular Service.
- 72.8 Where an employee has completed twenty-five (25) years of service, there shall be added to their accumulated vacation, on that occasion only, that portion of five (5) days' vacation represented by the ratio their weekly hours

of work bear to full-time employment.

- 72.9 An employee who completes twenty-five (25) years of service on or before the last day of the month in which they become sixty-four (64) years of age, is entitled to that portion of five (5) days pre-retirement leave with pay, represented by the ratio their weekly hours of work bear to full-time employment, at the beginning of the month following their sixty-fourth (64th) birthday.
- 72.10 Where an employee leaves the Regular Service prior to the completion of six (6) months' service as computed in accordance with Article 72.7, they are entitled to vacation pay at the rate of four percent (4%) of total earnings paid during the period of their employment.
- 72.11 An employee who has completed six (6) or more months of service shall be paid for any earned and unused vacation standing to their credit at the date they cease to be an employee, or, at the date the employee qualifies for payments under the Long Term Income Protection plan as defined under Article 70 and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.
- 72.12 An employee's service shall not include any period when they are on leave of absence without pay for more than thirty (30) days or a period which constitutes a hiatus in service, i.e.:
- (a) Political Activity (*Public Service of Ontario Act*) (*P.S.O.A.*), Part V)
 - (b) Lay-off (Article 62 – Employment Stability)
 - (c) Educational Leave (*Public Service Commission Key Directive on HR Administration* – sections 14 and 15).
- 72.13 An employee who has completed their 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 their 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 73 – HOLIDAY PAYMENT

73.1.2 An employee shall be entitled to a paid holiday each year on each of the following days which fall on a day that is a regularly scheduled work day for the employee:

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

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

73.1.2 An employee shall be compensated for each of the holidays to which they are entitled under Article 73.1.1. The compensation shall be equivalent to that of their regularly scheduled working day, but shall not exceed seven and one-quarter (7¼) or eight (8) hours, as applicable.

73.2 When an employee works on a holiday listed in Article 73.1.1, in addition to any compensation to which they may be entitled under Article 73.1.2, the employee shall be paid at the rate of two (2) times the basic hourly rate for all hours worked with a minimum credit of the number of hours in their regularly scheduled working day. This Article 73.2 does not apply to employees in classifications assigned to Schedule 6.

73.3 In addition to any compensation to which they may be entitled under Article 73.1.2, an employee in a classification assigned to Schedule 6 shall receive equivalent time off for work on a holiday listed in Article 73.1.1.

ARTICLE 74 – BEREAVEMENT LEAVE

74.1 An employee shall be allowed up to three (3) consecutive calendar days' leave of absence with pay in the event of the death of their spouse, mother, father, mother-in-law, father-in-law, son, daughter, step-son, step-daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, ward, guardian, foster child, stepmother, stepfather,

step-grandparent, step-grandchild or same-sex spouse.

74.2 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 their aunt, uncle, niece or nephew.

74.3 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 Articles 74.1 and 74.2 above if the location of the funeral is greater than eight hundred kilometres (800 km) from the employee's residence.

ARTICLE 75 – SPECIAL AND COMPASSIONATE LEAVE

75.1 A Deputy Minister or their designee may grant an employee leave of absence with pay for not more than three (3) days in a year upon special or compassionate grounds.

75.2 The granting of leave under this article shall not be dependent upon or charged against accumulated credits.

ARTICLE 76 – PREGNANCY LEAVE

76.1 A Deputy Minister shall grant leave of absence without pay to a pregnant employee who has served at least thirteen (13) weeks including service as a Public Servant immediately prior to their appointment to the Regular service.

76.2.1 The leave of absence shall be in accordance with the provisions of the *Employment Standards Act 2000*.

76.2.2 Notwithstanding Article 71.12 (Short Term Sickness Plan), Articles 72.2, 72.3, 72.12 (Vacation and Vacation Credits) and Article 78.3 (Termination Payments), vacation credits, seniority and service continue to accrue during the pregnancy leave.

76.3.1 An employee entitled to pregnancy leave under this article, who provides the Employer with proof that they are 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.

76.3.2 In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:

- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the

commencement of the pregnancy leave, but which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented,

and

- (b) 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 their classification, which they were receiving on the last day worked prior to the commencement of the pregnancy leave but which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented.

76.3.3 Notwithstanding Article 76.3.2(a) and (b), where an employee assigned to a vacancy in accordance with Article 60.4.2 (Health and Safety and Video Display Terminals) is eligible to receive an allowance under this article, and the salary rate they were receiving on the last day worked prior to the pregnancy leave is less than the salary rate they were receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for their classification which they were receiving on the last day worked prior to the assignment.

76.4 Notwithstanding Article 64.2 (Insured Benefits Plans – General), an employee on pregnancy leave shall have their benefits coverage continued unless the employee elects in writing not to do so.

76.5 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 77 (Parental Leave).

76.6.1 A female employee returning from a leave of absence under Article 76.1 or 76.5 to the ministry in which she was employed immediately prior to such leave shall be assigned to the position they 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 they would have attained had they worked during the leave of absence.

76.6.2 An employee who has been assigned in accordance with Article 60.4.2 (Health and Safety and Video Display Terminals) and who returns to their former ministry from a leave of absence under this article, shall be assigned to the position they most recently held prior to the assignment under Article 60.4.2, 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 they would have attained had they worked during the leave of absence.

76.7 In accordance with Articles 76.3.2(a) and (b), and 76.3.3, 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 they may become entitled during the leave.

76.8 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.

ARTICLE 77 – PARENTAL LEAVE

77.1.1 A Deputy Minister shall grant a parental leave of absence without pay to an employee who has served at least thirteen (13) weeks, including service as a Public Servant immediately prior to their appointment to the Regular Service.

77.1.2 Notwithstanding Article 71.12 (Short Term Sickness Plan), Articles 72.2, 72.3, 72.12 (Vacation and Vacation Credits) and Article 78.3 (Termination Payments), vacation credits, seniority and service continue to accrue during the parental leave.

77.2 Parental leave may begin,

- (a) 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
- (b) 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;
- (c) 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 Employer at least four (4) weeks' written notice of that day.

77.3 Notwithstanding Article 64.2 (Insured Benefits Plans – General), an employee on parental leave shall have their benefits coverage continued unless the employee elects in writing not to do so.

- 77.4 Except for an employee to whom Article 76 (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.
- 77.5.1 An employee who is entitled to parental leave and who provides the Employer with proof that the employee is in receipt of employment insurance benefits pursuant to *Employment Insurance Act, (Canada)* shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 77.5.2 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) where the 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 their classification, which the employee was receiving on the last day worked prior to the commencement of the leave, which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented,
 - (b) 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 their classification, which the employee was receiving on the last day worked prior to the commencement of the leave which shall also include their progression on the wage grid and any negotiated or amended wage rates for their classification as they are implemented.
- 77.6 An employee returning from a leave of absence under Articles 77.1 or 77.4 to the ministry in which the employee was employed immediately prior to such leave, shall be assigned to the position they 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 they would have attained had they worked during the leave of absence.
- 77.7 In accordance with Article 77.5.2, 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 they may have been entitled during the leave.

ARTICLE 78 – TERMINATION PAYMENTS

- 78.1.1 An employee who has completed a minimum of
- (a) one (1) year of service and who ceases to be an employee because of,
 - (1) death,
 - (2) retirement pursuant to,
 - (a) Articles 8.4, 8.6, 9, 10.1, 10.2, 10.3 or 17 of the OPSEU Pension Plan and who is found by the OPSEU Pension Trust to be unable to perform their duties by reason of mental or physical incapacity and whose service is terminated in circumstances under which the employee is not entitled to a disability pension; or
 - (3) dismissal for certain reasons under section 39 of the *P.S.O.A.*, or
 - (4) resignation during the surplus notice period; or
 - (b) five (5) years service and who ceases to be an employee for any reason other than:
 - (1) dismissal for cause under section 34 of the *P.S.O.A.*, or
 - (2) abandonment of position under section 42 of the *P.S.O.A.*

is entitled to severance pay equal to that portion of a week's pay represented by the ratio of their weekly hours of work to full-time employment, for each year of continuous service.

- 78.1.2 Notwithstanding Article 78.1.1, an employee who voluntarily resigns is only entitled to termination payments for services accrued up to December 31, 2008.

- 78.1.3 Notwithstanding Article 78.1.1 an employee appointed on or after January 1, 2013 is not entitled to termination payments as provided for in this article where the employee retires under the OPSEU Pension Plan.

For clarity, this does not apply to a fixed term employee who on or after January 1, 2013 is appointed to the regular service, where that regular employee's continuous service will include any fixed term service accumulated on or before January 1, 2013.

- 78.1.4 Notwithstanding Article 78.1.1, an employee who retires under the OPSEU Pension Plan will only be entitled to termination payments for service accrued up to December 31, 2016. The termination pay will be based on the rate the employee was being compensated at on December 31, 2016.

- 78.2.1 The total of the amount paid to an employee in respect of severance pay shall not exceed one-half (½) of the annual full-time salary of the employee at the date when they cease to be an employee.

- 78.2.2 The calculation of severance pay of an employee shall be based on the annual salary of the employee as though they were employed full- time at the date when they cease to be an employee.
- 78.2.3 Where a computation for severance pay involves a part of a year of the total period under consideration, the computation of that part shall be made on a monthly basis, and,
- (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
 - (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.
- 78.3 For purposes of determining qualification for severance pay and the amount of severance pay to which an employee is entitled, an employee's service shall not include any period when they are on leave of absence without pay for greater than thirty (30) days or for a period which constitutes a hiatus in their service, i.e.:
- (a) Political Activity (*P.S.O.A., Part V*)
 - (b) Lay-off (Article 62 – Employment Stability)
 - (c) Educational Leave (*Public Service Commission Key Directive on HR Administration – sections 14 and 15*).
- 78.4 An employee may receive only one (1) termination payment for a given period of service.
- 78.5 Notwithstanding Article 78.4, an employee who has been released in accordance with Article 62 (Employment Stability) and who is subsequently re-appointed within two (2) years may, at their option, repay any termination payments received under this article to the Minister of Finance, and, thereby, restore termination pay entitlements for the period of service represented by the payment.
- 78.6 An employee, when they cease to be an employee, shall have any accrued severance pay entitlements from their service when covered under – Employee Benefits of the Collective Agreement calculated on the basis of their salary as though the employee was employed full-time.
- 78.7 In a case where an employee leaves employment with the Employer and acquires a job with a Crown Agency, the Employer may pay out the termination pay immediately or, by arrangement with the Crown Agency, transfer liability for the termination pay to the Crown Agency, in which case

such liability will be assumed by the Crown Agency and the Employer will be relieved from any further obligation in this regard, save and except that where the Crown Agency does not satisfy its obligation, the Employer shall do so.

PART 2

PART 2A - WORKING CONDITIONS

ARTICLE COR1 – RECOGNITION

COR 1.1 Refer to Article 1.

ARTICLE COR2 – HOURS OF WORK

COR2.1 SCHEDULE 3 and 3.7

The normal hours of work for employees on these schedules shall be thirty-six and one-quarter (36¼) hours per week and seven and one-quarter (7¼) hours per day.

COR2.2 SCHEDULE 4 and 4.7

The normal hours of work for employees on these schedules shall be forty (40) hours per week and eight (8) hours per day.

COR2.3 SCHEDULE 6

The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36¼) hours per week.

COR2.4 SCHEDULE A

Averaging of Hours of Work - see Appendix COR1 (Schedule A - Averaging of Hours of Work) attached.

COR2.5 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on their basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.

COR2.6 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When the transfer occurs, the employee's weekly salary based on their basic hourly rate shall be adjusted accordingly.

ARTICLE COR3 – DAYS OFF

COR3.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the ministries.

ARTICLE COR4 – SCHEDULED TOUR OF DUTY OR SHIFT

(FXT, SE, RPT)

- COR4.1 A shift which does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

ARTICLE COR5 – SHIFT SCHEDULES

(RPT)

- COR5.1 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 ninety-six (96) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified ninety-six (96) hours in advance they shall be paid time and one-half (1½) for all hours worked on the first changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministries' control.
- COR5.2 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 they 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 COR8 (Overtime) or Article COR9 (Call Back).
- COR5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.
- COR5.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts shall be made to eliminate the split shifts.
- COR5.5 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.
- COR5.6 Fixed-term employees will be pre-scheduled two (2) weeks in advance with all known shifts being scheduled. Any change to the pre-scheduled shifts must be verbally confirmed.

ARTICLE COR6 – SHIFT PREMIUM

(FXT, SE, RPT)

- COR6.1.1 Effective March 27, 1999, an employee shall receive a shift premium of one dollar (\$1.00) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the one dollar (\$1.00) per hour premium shall be paid for all hours worked.
- COR6.1.2 Effective March 27, 1999, an employee shall receive a shift premium of one dollar and fifty cents (\$1.50) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the one dollar and fifty cents (\$1.50) per hour premium shall be paid for all hours worked.
- COR6.2 Notwithstanding Articles COR6.1.1 and COR6.1.2, where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- COR6.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- COR6.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which they would otherwise be entitled to a shift premium excluding mutually agreed shift exchanges approved by the employer.

ARTICLE COR7 – REST PERIODS

(FXT, SE, RPT)

- COR7.1 The present practice for rest periods in each shift shall be maintained.

ARTICLE COR8 - OVERTIME

- COR8.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1½) times the employee's basic hourly rate.
- COR8.2.1 In the assignment of overtime, the Employer 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.
- COR8.2.1.1 Up to March 31, 2019, overtime opportunities will only be offered once the non-overtime regular and non-overtime fixed-term resources have been exhausted, even if part of the shift becomes overtime.
- COR8.2.2 Effective April 1, 2019, overtime opportunities will only be offered once the

non-overtime regular and non-overtime fixed-term resources have been exhausted

- COR8.2.3 In this article, “overtime” means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.
- COR8.3.1 Employees in Schedules 3.7 and 4.7 who perform authorized work in excess of seven and one-quarter (7¼) hours or eight (8) hours as applicable, shall be paid at the overtime rate.
- COR8.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- COR8.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter (7¼) hours or eight (8) hours as applicable, shall receive compensating leave of one and one-half (1½) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.
- COR8.5 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.
- COR8.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- COR8.7.1 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off, shall receive equivalent time off.
- COR8.7.2 Notwithstanding Article COR8.7.1 and Article COR13.7 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1½) times the employee’s basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36¼) hours per week, for all such work after eight (8) hours in a 24-hour period.

ARTICLE COR9 - CALL BACK
(RPT)

- COR9.1 An employee who leaves their place of work and is subsequently called back to work prior to the starting time of their next scheduled shift shall be paid a minimum of four (4) hours’ pay at one and one-half (1½) times their basic hourly rate.

COR9.2 Where an employee is contacted by the Employer outside the workplace prior to the starting time of their 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’ of pay at one and one-half (1½) times their basic hourly rate. The initial call and any subsequent calls during that same four hour period, will be treated as a single “call back to work” for pay purposes.

ARTICLE COR10 - STAND-BY TIME

(FXT, SE)

COR10.1 “Stand-By Time” means a period of time that is not a regular working period during which an employee is required to be

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

COR10.2 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.

COR10.3 Where stand-by is not previously authorized in writing, payment as per Article COR10.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

COR10.4 When an employee is required to stand-by, they shall receive payment of the stand-by hours at one half (½) their basic hourly rate with a minimum credit of four (4) hours’ pay at their basic hourly rate.

ARTICLE COR11 – ON-CALL DUTY

(FXT, SE, RPT)

COR11.1 “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.

COR11.2 It is understood that a return to the workplace may not be necessary in all situations.

COR11.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles COR11.1(a) or COR11.1(b), call back pay or overtime pay shall be substituted, respectively, for the on-call premium.

- COR11.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.
- COR11.5 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.
- COR11.6 Where on-call is not previously authorized in writing, payment as per Article COR11.7 shall only be made where the supervisor has expressly advised the employee that the employee is on-call.
- COR11.7 Effective March 12, 2009, where an employee is required to be on-call, they shall receive one dollar and twenty-five cents (\$1.25) per hour for all hours that the employee is required to be on-call.
- Effective, January 1, 2011, where an employee is required to be on-call, they shall receive one dollar and forty cents (\$1.40) per hour for all hours that the employee is required to be on-call.

ARTICLE COR12 – MEAL ALLOWANCE

(FXT, SE, RPT)

- COR12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following their scheduled hours of work with-out notification of the requirement to work such overtime, prior to the end of their previously scheduled shift, shall be reimbursed for the cost of one (1) meal to twelve dollars and fifty cents (\$12.50) except where free meals are provided or where the employee is being compensated for meals on some other basis.
- COR12.1.2 A reasonable time with pay shall be allowed to an employee for the meal break either at or adjacent to their work place.
- COR12.2.1 Cost of meals may be allowed only:
- COR12.2.2 If during a normal meal period the employee is traveling on government business other than:
- (a) within twenty-four (24) kilometres of their assigned headquarters, or
 - (b) within the metropolitan area in which the employee is normally working;
- COR12.2.3 If, in an unusual non-recurring situation, the department head authorizes such payment;
- COR12.2.4 If, in any recurring situation, Management Board has authorized such payments because of the special nature of the assignments.

COR 12.2.5 In accordance with the Employer's *Travel, Meal and Hospitality Expenses Directive*, as revised January 2017, which shall not be altered for this bargaining unit without the consent of OPSEU, reimbursement rates for meals, including taxes and gratuities, are the following:

Breakfast	\$10.00
Lunch	\$12.50
Dinner	\$22.50

COR 12.2.6 To the extent that the provisions of this article are improved by OPS-wide changes, then those amounts will apply.

COR12.3 Gratuities and taxes are to be included in the actual cost of meals claimed.

COR12.4 The total cost of meals for each day is to be shown.

COR12.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.

COR12.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Public Servants, they may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.

COR12.7 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.

ARTICLE COR13 – HOLIDAY PAYMENT

COR13.1 Where an employee works on a holiday included under Article 47 (Holidays) of the agreement, they shall be paid at the rate of two (2) times their basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7¼), eight (8), or the number of regularly scheduled hours, as applicable.

COR13.2 In addition to the payment provided by Article COR13.1, an employee who works on the holiday shall receive either seven and one-quarter (7¼) or eight (8) hours pay as applicable at their basic hourly rate or compensating leave of seven and one-quarter (7¼) or eight (8) hours as applicable, up to 87 or 96 hours per calendar year as applicable, provided the employee opts for compensating leave prior to the holiday.

- COR13.3 It is understood that Articles COR13.1 and COR13.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- COR13.4 It is further understood that the employee has no entitlement under COR13.2 if the employee fails, without reasonable cause, to work all of their last regularly scheduled day of work before a holiday included under Article 47 (Holidays) of the Agreement or all of their first regularly scheduled day of work after that holiday.
- COR13.5 When a holiday included under Article 47 (Holidays) of the Agreement coincides with an employee's scheduled day off and the employee does not work on that day, the employee shall be entitled to receive another day off.
- COR13.6 Any compensating leave accumulated under Articles COR13.2 and COR13.5 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- COR13.7 Any compensating leave accumulated under Articles COR13.2 and COR13.5 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- COR13.8 Any compensating leave accumulated under Articles COR13.2 and COR13.5 shall not be considered an accumulated credit for the purposes of Article 44.6 (Short Term Sickness Plan) of the Agreement.
- COR13.9 Notwithstanding anything in Article COR13, employees who are in classifications assigned to schedule 6 and who are required to work on a holiday included in Article 47 (Holidays) of the Agreement shall receive equivalent time off.

ARTICLE COR14 - INDEMNIFICATION
(FXT, RPT)

COR14.1.1 LEGAL INDEMNIFICATION

Subject to the other provisions of this Article:

- COR14.1.2 An employee charged with but found not guilty of a criminal or other federal offence, because of acts done in good faith in the performance of their duties as an employee, shall be indemnified for the necessary and reasonable legal costs incurred in the defense of such charges;

- COR14.1.3 An employee charged with but found not guilty of a provincial offence, because of acts done in good faith in the performance of their duties as an employee, shall be indemnified for up to five thousand dollars (\$5,000) of the necessary and reasonable legal costs incurred in the defence of such charges;
- COR14.1.4 Where an employee is a defendant in a civil action their her duties, and a government lawyer (or in the case of an insured claim, counsel retained by the insurer) determines they are unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action, if the employee is not found to be liable. Any legal costs which are recovered by the employee in the action shall be deducted from the reimbursement; and
- COR14.1.5 Where an employee's conduct has been called into question in the course of a Public Inquiry or a Coroner's Inquest and the employee was acting in good faith in the performance of their duties and counsel acting on behalf of the Employer determines they are unable to act for the employee, the employee shall be indemnified for the necessary and reasonable legal costs incurred in defending the action.
- COR14.2.1 Employees shall not be indemnified for legal costs arising from:
- COR14.2.2 Grievances or complaints under the Collective Agreement between the Employer and the Union or under the *Public Service of Ontario Act, 2006*; or
- COR14.2.3 The actions or omissions of employees acting in their capacity as private citizens; or
- COR14.2.4 Investigations and complaints under the Employer's Workplace Discrimination and Harassment Prevention Policy.
- COR14.3.1 For the purposes of COR14.1.2 and 14.1.3, an employee:
- COR14.3.2 Shall be deemed to have been found not guilty where: they are finally acquitted; the charges are withdrawn; or they are discharged following a preliminary inquiry; and
- COR14.3.3 Shall be deemed to have been found guilty where: they are given an absolute or conditional discharge; or they subsequently is found guilty of, or pleads guilty to other charges arising out of the same incident(s).
- COR14.4.1 Applications for approval for legal indemnification shall be made in writing to the Deputy Minister, as soon as the employee is aware of a legal proceeding in which they require legal representation.
- COR14.4.2 Legal costs incurred prior to approval for legal indemnification will only be reimbursed where the Employer is satisfied that it was not possible in the

circumstances for the employee to obtain prior approval and that the application for approval was made at the earliest opportunity.

COR14.4.3 The employee shall enter into a written retainer agreement with counsel retained by the employee. The form and substance of the retainer, including the terms and conditions of the agreement, shall be subject to the approval of the Employer.

COR14.4.4 Any account submitted by counsel retained by the employee is subject to review and approval of the Employer. In the event the Employer does not approve the actual costs disclosed on the account, the employee may have the account assessed on a solicitor and client basis by a court assessment officer. The Employer will reimburse the employee for the fee charged to the employee for filing a request for an assessment with a court assessment officer.

COR14.5.1 For the purposes of this Article:

COR14.5.2 The legal costs shall be deemed to have been incurred by the employee notwithstanding that the employee may have received financial assistance from the Union in respect thereof or that the Union paid or incurred the expenses directly; Costs paid by the union will be reimbursed directly to the Union by the Ministry, in accordance with this article; and

COR14.5.3 “Employees” shall include a former employee or their estate where the charge and/or action arose out of a situation that occurred while the former employee was still an active employee of the employer.

COR14.6.1 Any disputes regarding the granting of legal indemnification shall be resolved by way of grievance subject to the following:
a) Any finding of guilt in a statutory offence proceeding, or
b) Any finding of liability in a civil action for damages

Shall be determinative of the issue of guilt or liability for the purpose of any grievance proceeding in relation to this Article.

COR14.7 For the purposes of this Article, a reference to an Act shall be deemed to include any Act that in the future is enacted in place of the Act referred to in this Article.

COR14.8 Any compensation for legal costs incurred under this article shall be based on a maximum hourly rate of one hundred and ninety-two (\$192.00) per hour, and the hourly rate of one hundred and ninety-two (\$192.00) per hour, shall be the maximum amount that shall be reasonable and necessary for the purposes of this article. Despite the language of any retainer which may be submitted by the employee, or approved by the employer, the employer shall only be liable for up to a maximum of one hundred and ninety-two (\$192.00) per hour.

PART 2B - REGULAR PART-TIME EMPLOYEES

ARTICLE COR15 – OVERTIME

- COR15.1.1 “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.
- COR15.1.2 In the distribution of overtime, the Employer 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.
- COR15.1.3.1 Up to March 31, 2019, overtime opportunities will only be offered once the non-overtime regular and non-overtime fixed-term resources have been exhausted, even if part of the shift becomes overtime.
- COR15.1.3.2 Effective April 1, 2019, overtime opportunities will only be offered once the non-overtime regular and non-overtime fixed-term resources have been exhausted.
- COR15.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half (1½) times the basic hourly rate.
- COR15.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- COR15.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1½) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- COR15.4 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.
- COR15.5 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.
- COR15.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

ARTICLE COR16 – STAND-BY TIME

- COR16.1 “Stand-By Time” means a period of time that is not a regular working period during which an employee is required to be
- (a) immediately available to receive a call to return to work, and
 - (b) immediately available to return to the work place.
- COR16.2 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.
- COR16.3 Where stand-by is not previously authorized in writing, payment as per Article COR15.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.
- COR16.4 When an employee is required to stand-by, they shall receive payment of the stand-by hours at one-half (1/2) their basic hourly rate with a minimum credit of two (2) hours pay at their basic hourly rate.

PART 2C – SALARY AND TERM

ARTICLE COR17 – SALARY

COR17.1 All salary rates to be increased across the board as follows:

January 1, 2018 – 1.5%
January 1, 2019 – 1%
July 1, 2019 – 1%
January 1, 2020 – 1%
July 1, 2020 – 1%
January 1, 2021 – 1%
July 1, 2021 – 1%

The salary rates in effect are contained in the Salary Schedule attached.

IMPLEMENTATION

COR17.2 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

COR17.3 In the event that there is a legislated increase to the minimum wage in Ontario and a classification that has a minimum hourly rate of pay that falls below the minimum wage, the minimum hourly rate of pay for that classification will be adjusted to be equal to the minimum wage, and all hourly rates of pay in the same classification shall be adjusted to maintain the dollar difference in hourly rates of pay that existed prior to the adjustment

ARTICLE COR18 - TERM OF AGREEMENT

COR18.1 This covers the period from January 1, 2018, to December 31, 2021. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be April 1, 2019. This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the *Labour Relations Act, 1995*, and the *Crown Employees Collective Bargaining Act, 1993*.

Signed this X day of X, X, in Toronto, Ontario.

FOR THE UNION:

Chris Jackel

Glenna Caldwell

Ken Steinbrunner

Greg Arnold

Peter Harding

Yvonne Latchford

Scott McIntyre

Thomas Moffat

Randy Simpraga

Chad Oldfield

Andy Shakespear

Rob Nimer

Chris Abbott

Gissel Yanez

Anastasios Zafiriadis

Warren Thomas

FOR THE EMPLOYER:

Barry Scanlon

Steven MacKay

Shenouka Dissanayake

Martha Baldwin

Michael Jamieson

Laura McCready

Gina Webb

Jenny Cece

Mark Mikoluff

Rosanna D'Ambrosio

Daryl Pitfield

PART 3

APPENDICES

APPENDIX 1

June 24, 2005
DATA FILE ON UNION DUES

Mr. Terry Baxter, Chief Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Union Dues Data File

Dear Mr. Baxter,

This letter will confirm the understanding reached regarding the provision of union dues data for all bargaining unit employees and replaces the previous Appendix 1 and Appendix 2. This letter describes the parties' administration of Union dues check-off for all bargaining unit employees.

The Employer shall provide the Union with a monthly data file on Union dues. The data file shall contain the following information fields:

Ministry, Employee Name, Employee ID Number, Employment Status (i.e., active, leave with pay, leave without pay, terminated), Continuous Service Date, LTIP Reason (i.e., pending, approved, rehabilitation, reoccurrence), Full/Part Time Indicator, Employee Class (i.e., Regular, fixed-term), Sex, Geographic Work Location, Benefit Base Salary, Job Classification Code, Title and Category/Module, Payrate Amount and Code, Scheduled Hours, Class Schedule, Job Dues/Fees Code, Total Dues Deducted, Total Earnings, Home Position Indicator, Union Group, Change Indicator, and Reason Code.

Currently SIN numbers are being used in the place of the Employee ID number. The parties agree that the SIN number will be replaced by the Employee ID number within one year of ratification, during which time the parties will coordinate their electronic databases to facilitate this change.

Yours truly,

Elizabeth McKnight
Director, OPSEU Negotiations
Centre for Leadership and Human resource Management

APPENDIX 2

(Renewed for historical purposes only)

**June 24, 2005
RECOGNITION CLAUSE**

Letter of Understanding

Mr. Terry Baxter
Chief Negotiator, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Recognition Clause in Article 1 of Collective Agreement

Dear Mr. Baxter:

The parties have agreed to incorporate the language of OIC 243/94, dated February 24, 1994, into the current collective agreement. The parties recognize that the addition of this language is a confirmation of the scope of the bargaining unit as it existed prior to the expiration of the collective agreement on December 31, 2004 and that it should not be interpreted as limiting or expanding the scope of the OPSEU bargaining unit outside of what existed on December 31, 2004.

This letter of understanding forms part of the collective agreement.

Elizabeth McKnight
Director, OPSEU Negotiations

Attached: OIC 243/94



Order in Council
Décret

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and concurrence of the Executive Council, orders that:

Sur la recommandation du soussigné, le lieutenant-gouverneur, sur l'avis et avec le consentement du Conseil des ministres, décrète ce qui suit :

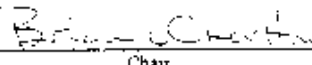
WHEREAS, subsection 23(1) of the *Public Service and Labour Relations Statute Law Amendment Act, 1993*, authorizes the Lieutenant Governor in Council to establish, by order, seven bargaining units consisting of Crown employees who are public servants as defined in the *Public Service Act*.

WHEREAS, subsection 23(2) of the Act authorizes the Lieutenant Governor in Council to determine the description of six of these bargaining units;

WHEREAS, under subsection 23(3) of the Act, the seventh bargaining unit is to be composed of all Crown employees who are public servants and whose positions are not included in the other six bargaining units, but shall not include (a) persons who exercise managerial functions or are employed in a confidential capacity in matters relating to labour relations, or (b) lawyers and engineers who are employed in their professional capacity;

PURSUANT to the aforementioned subsections of the *Public Service and Labour Relations Statute Law Amendment Act* and under the terms of the said Act, seven bargaining units of Crown employees who are public servants are hereby established and described as provided in Appendix 1.

Recommended


Chair
Management Board of Cabinet

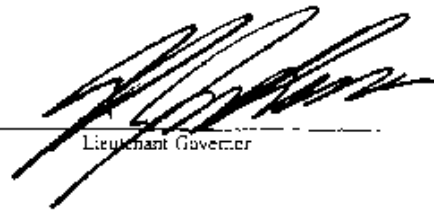
Concurred


Chair of Cabinet

Approved
and Ordered

FEB 3 - 1994

Date


Lieutenant Governor

APPENDIX 1

1. ADMINISTRATIVE BARGAINING UNIT.

The Administrative Bargaining Unit is composed of Crown employees who are public servants employed in positions concerned with:

- administrative activities such as the researching, planning, designing, organizing, or co-ordinating to deliver programs or support government operations; or
- the administrative activities required, for example, to examine, inspect, investigate, audit, analyze, promote, regulate, or enforce government programmes, policies, standards, statutes and regulations; or
- the application of scientific knowledge as it relates to resource planning and management;

and includes employees in positions falling under the following classes:

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
04104	Accident Claims Supervisor 1
04106	Accident Claims Supervisor 2
00990	Accommodation Officer 1
00992	Accommodation Officer 2
00994	Accommodation Officer 3
13688	Agricultural Officer 1
13690	Agricultural Officer 2
60700	Agricultural Specialist 1
13710	Agricultural Specialist 1, Dairy
60702	Agricultural Specialist 2
13712	Agricultural Specialist 2, Dairy
60704	Agricultural Specialist 3
07860	Archivist 1
07862	Archivist 2
07864	Archivist 3
07870	Artifacts Officer
07390	Athletics Supervisor And Dean Of Men
14021	Biologist 1
14022	Biologist 2A
14024	Biologist 2B
14026	Biologist 3 (B/U)
05312	Boiler Inspector
05925	Chief Inspector Of Theatres
05920	Classifier 1, Board Of Censors
05922	Classifier 2, Board Of Censors
05510	Community Development Officer 1

05512	Community Development Officer 2
05513	Community Development Officer 3
12100	Community Planner 1
12102	Community Planner 2
12104	Community Planner 3
12106	Community Planner 4
12108	Community Planner 5
60108	Contract Review Officer
30606	Deputy 1, Administration Of Justice
30608	Deputy 2, Administration Of Justice
30612	Deputy Senior 1, Administration Of Justice
02281	Economist 1 (B/U)
02283	Economist 2 (B/U)
02285	Economist 3 (B/U)
02287	Economist 4 (B/U)
02289	Economist 5 (B/U)
07489	Education Adviser
07081	Education Officer
05344	Elevator Inspector 1
05350	Elevator Inspector 3
05520	Employment Standards Auditor 1
05522	Employment Standards Auditor 2
05530	Employment Standards Officer 1
12700	Engineering Officer 1
12702	Engineering Officer 2
12704	Engineering Officer 3
12706	Engineering Officer 4
12680	Engineering Services Officer 2
12682	Engineering Services Officer 3
12684	Engineering Services Officer 4
12686	Engineering Services Officer 5
61500	Environmental Officer 1
61502	Environmental Officer 2
61504	Environmental Officer 3
61506	Environmental Officer 4
61508	Environmental Officer 5
61510	Environmental Officer 6
00911	Estate Assessor 1
00913	Estate Assessor 2
03521	Executive Officer 1 (B/U)
03523	Executive Officer 2 (B/U)
03525	Executive Officer 3 (B/U)
13640	Farm Products Inspector 1
13642	Farm Products Inspector 2
10560	Field Worker 1, Homes For Special Care
10562	Field Worker 2, Homes For Special Care
20205	Financial Officer 1 (B/U)

20203	Financial Officer 2 (B/U)
20201	Financial Officer 3 (B/U)
20207	Financial Officer 4 (B/U)
20209	Financial Officer 5 (B/U)
20226	Financial Officer Trainee
05701	Fire Safety Officer 1
05703	Fire Safety Officer 2
05705	Fire Safety Officer 3
05700	Fire Services Adviser 1
05702	Fire Services Adviser 2
05710	Fire Services Investigator 1
05712	Fire Services Investigator 2
13991	Forester 1
13992	Forester 2A
13994	Forester 2B
13995	Forester 3
13997	Forester 4
13999	Forester 5
14502	Geoscientist 1
14504	Geoscientist 2
14506	Geoscientist 3
14508	Geoscientist 4
07850	Historical Research Officer 1
07852	Historical Research Officer 2
02270	Housing Analyst 1
02272	Housing Analyst 2
05402	Human Rights Officer 1
05404	Human Rights Officer 2
02891	Immigration Officer
10512	Indian Development Officer
12120	Industrial Development Officer 1
12122	Industrial Development Officer 2
12124	Industrial Development Officer 3
02701	Information Officer 1
02703	Information Officer 2
02705	Information Officer 3
02707	Information Officer 4
95100	Information (Bargaining Unit) AIF-16
95101	Information (Bargaining Unit) AIF-17
12460	Inspector Of Signs And Buildings Permits 1
12462	Inspector Of Signs And buildings Permits 2
12144	Inspector Of Surveys 2
05932	Inspector Of Vital Statistics
07414	Instructor 1, Ontario Fire College
07444	Instructor 1, Ontario Police College
07416	Instructor 2, Ontario Fire College
07445	Instructor 2, Ontario Police College

07446	Instructor 3, Ontario Police College
51074	Insurance Representative
13796	Investigator 1, Agricultural Products
05670	Investigator 1, Ontario Securities Commission
05672	Investigator 2, Ontario Securities Commission
00926	Investigator Of Estates
07620	Language And Citizenship Training Specialist 1
07602	Lecturer 1, Agricultural School
07604	Lecturer 2, Agricultural School
07606	Lecturer 3, Agricultural School
12174	Legal Survey Examiner 3
12176	Legal Survey Examiner 4
02725	Legislative Assistant Editor
07930	Librarian 1
07932	Librarian 2
07934	Librarian 3
07938	Librarian 5
12705	Maintenance Operation Analyst
09566	Meat Inspector 1
01885	Neighbourhood/Functional Assessor
03896	Northern Affairs Officer 1
03898	Northern Affairs Officer 2
09526	Nursing Home Officer, Environmental Health
05473	Occupational Health And Safety Advisor
05469	Occupational Health And Safety Inspector 1
05471	Occupational Health And Safety Inspector 3
15600	Occupational Hygienist
09532	Organizer 2, X-Ray Surveys
14160	Parks Planner 1
14163	Parks Planner 2 (B/U)
14164	Parks Planner 3
00960	Personalty Valuator 1
09600	Pesticides Control Officer 1
09602	Pesticides Control Officer 2
09604	Pesticides Control Officer 3
01880	Property Assessor 1
01882	Property Assessor 2
01884	Property Assessor 3
01886	Property Assessor 4
00116	Provincial Prosecutor 1
00117	Provincial Prosecutor 2
09539	Public Health Inspector 1
09541	Public Health Inspector 2
09547	Public Health Inspector 3
95102	Purchasing & Supply (Bargaining Unit) APS-13
01000	Real Estate Officer 1
01002	Real Estate Officer 2

01004	Real Estate Officer 3
17142	Records Officer 1
17144	Records Officer 2
17140	Records Officer Junior
10202	Rehabilitation Officer 1, Health
10204	Rehabilitation Officer 2, Health
10206	Rehabilitation Officer 3, Health
41106	Resource Technician 4 - Conservation Officer
14009	Resources Manager 1
14011	Resources Manager 2
14014	Resources Manager 3 (B/U)
14015	Resources Manager 4
05426	Returning Officer, OLRB
05994	Review Officer
05996	Review Supervisor 2
02850	Safety Instruction Officer 1
02852	Safety Instruction Officer 2
02854	Safety Instruction Officer 3
41301	Security Officer 1
41303	Security Officer 2
41305	Security Officer 3
41307	Security Officer 4
14027	Senior Biologist
05942	Service Areas Inspector
05940	Service Areas Manager
30600	Sheriff's Officer 1
30602	Sheriff's Officer 2
10159	Staff Training Officer, Community & Social Services (B/U)
02200	Statistician 1
02202	Statistician 2
02204	Statistician 3
02206	Statistician 4
01808	Supervisor, Municipal Organization And Administration Trainee
01810	Supervisor 1, Municipal Organization And Administration
01812	Supervisor 2, Municipal Organization And Administration
03531	Supervisor Of Operations (B/U)
17152	Systems Officer 1
17154	Systems Officer 2
17156	Systems Officer 3
17158	Systems Officer 4
17160	Systems Officer 5
17150	Systems Officer Junior
03300	Tax Auditor 1
03302	Tax Auditor 2
03304	Tax Auditor 3
12114	Technical Consultant 1
06080	Technician 1, Fuel

06082	Technician 2, Fuel
06084	Technician 3, Fuel
07856	Toponymist
02790	Translator 1
02792	Translator 2
02794	Translator 3
06010	Transportation Compliance Program Administrator
06001	Transportation Enforcement Officer 1
06003	Transportation Enforcement Officer 2
06005	Transportation Enforcement Officer 3
51080	Travel Counsellor 1
51082	Travel Counsellor 2
51084	Travel Counsellor 3
05998	Vehicle Inspection Administrator
09570	Veterinary Scientist 1
09572	Veterinary Scientist 2
10090	Volunteer Services Assistant
10092	Volunteer Services Organizer
10501	Welfare Field Worker 1
10503	Welfare Field Worker 2
10500	Welfare Field Worker (Probationary)
10570	Workers' Compensation Adviser 1
10572	Workers' Compensation Adviser 2

and under such other classes as may be established within the above description.

II. CORRECTIONAL BARGAINING UNIT.

The Correctional Bargaining Unit is composed of Crown employees who are public servants employed in positions responsible for:

- the security, control, care and rehabilitation of adult inmates and young offenders in provincial correctional facilities (including maximum security units at the provincial psychiatric hospitals; or
- providing related community-based probation, parole and rehabilitation services to adult and young offenders;

and includes employees in positions falling under the following classes:

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
50090	Attendant 1, Oak Ridge
50092	Attendant 2, Oak Ridge
50094	Attendant 3, Oak Ridge
50096	Attendant 4, Oak Ridge

50561	Correctional Officer 1
50563	Correctional Officer 2
50565	Correctional Officer 3
50550	Industrial Officer 1
50552	Industrial Officer 2
50554	Industrial Officer 3
09480	Observation And Detention Home Worker 1
09482	Observation And Detention Home Worker 2
09484	Observation And Detention Home Worker 3
10170	Probation Officer 1
10172	Probation Officer 2
50540	Provincial Bailiff 1
50541	Provincial Bailiff 2
50492	Recreation Officer 1, Correctional Services
50494	Recreation Officer 2, Correctional Services
50495	Recreation Officer 3, Correctional Services (B/U)
10216	Rehabilitation Officer 1, Correctional Services
10218	Rehabilitation Officer 2, Correctional Services
50515	Supervisor Of Juveniles 1
50516	Supervisor Of Juveniles 2
07550	Trade Instructor 1
07552	Trade Instructor 2
07554	Trade Instructor 3
50104	Vocational Instruction Officer 1 , Oak Ridge
50106	Vocational Instruction Officer 2, Oak Ridge
50577	Youth Worker
50577	Youth Service Officer

and under such other classes as may be established within the above description.

III. INSTITUTIONAL & HEALTH CARE BARGAINING UNIT.

The Institutional & Health Care Bargaining Unit is composed of Crown employees who are public servants employed in positions responsible for:

- providing care, treatment, counseling and/or rehabilitation services to individuals or groups who are residents of or patients in provincial health care, social service or educational institutions (excluding correctional facilities; or to individuals or groups who are residing in the community;
- providing provincial ambulance services and emergency communications and dispatch services; or
- housekeeping and the provision of personal services to patients or residents;

and includes employees in positions falling under the following classes:

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
41510	Ambulance Officer 1
41512	Ambulance Officer 2
41514	Ambulance Officer 3
41516	Ambulance Officer 4
16778	Audiological Services Technician
09341	Audiologist
50200	Baker 1
50202	Baker 2
50206	Butcher 1
50400	Canteen Operator 1
50402	Canteen Operator 2
10558	Case Worker, Homes For Special Care
09500	Child Care Assistant 1
09502	Child Care Assistant 2
09508	Child Care Worker 1
09510	Child Care Worker 2
09512	Child Care Worker 3
09514	Child Care Worker 4
16707	Communications Operator 1
16708	Communications Operator 2
16709	Communications Operator 3
50212	Cook 1
50214	Cook 2
50217	Cook 3 (B/U)
50130	Counsellor 1 (Residential Life)
50132	Counsellor 2 (Residential Life)
50134	Counsellor 3 (Residential Life)
09330	Dental Assistant
09068	Dental Hygienist
18231	Dietitian 1
17400	E.E.G. Technician 1
17402	E.E.G. Technician 2
17403	E.E.G. Technician 3
50456	Hairdresser
95300	Health Care Scientific Support (Bargaining Unit) TSS-12
95301	Health Care Scientific Support (Bargaining Unit) TSS-15
50230	Helper, Food Service
13770	Home Economics Assistant 1
13772	Home Economics Assistant 2
13610	Home Economist 1
13612	Home Economist 2
13613	Home Economist 3
50020	Hospital Attendant 1

50421	Hospital Housekeeper 1 (Bargaining Unit)
50423	Hospital Housekeeper 2 (Bargaining Unit)
50485	Instructor 1, Recreation & Crafts
50140	Instructor 1 (Occupational)
50486	Instructor 2, Recreation & Crafts
50142	Instructor 2 (Occupational)
50144	Instructor 3 (Occupational)
50487	Instructor 3(A), Recreation & Crafts
50146	Instructor 4 (Occupational)
41600	Laundry Worker 1
41602	Laundry Worker 2
41604	Laundry Worker 3
41606	Laundry Worker 4
41608	Laundry Worker 5
50150	Medical Assistant 1
50152	Medical Assistant 2
50154	Medical Assistant 3
50128	Nurse, Occupational Health & Safety
50064	Nurse, Outpatient Clinics
50070	Nurse 1, Clinic
50050	Nurse 1, General
50080	Nurse 1, Nursing Education
50120	Nurse 1, Public Health
50072	Nurse 2, Clinic
50052	Nurse 2, General
50082	Nurse 2, Nursing Education
50122	Nurse 2, Public Health
50110	Nurse 2, Special Schools
50054	Nurse 3, General
50084	Nurse 3, Nursing Education
50124	Nurse 3, Public Health
50112	Nurse 3, Special Schools
09524	Nursing Home Officer, Dietary
09520	Nutritionist 1
09320	Occupational Therapist 1
09322	Occupational Therapist 2
09324	Occupational Therapist 3
61204	Pharmacist - Staff
61200	Pharmacy Technician 1
61202	Pharmacy Technician 2
41500	Psychiatric Nursing Assistant 1
41502	Psychiatric Nursing Assistant 2
41504	Psychiatric Nursing Assistant 3
41506	Psychiatric Nursing Assistant 4
09380	Psychologist 1
09382	Psychologist 2
09383	Psychologist 3

09373	Psychometrist 1
09375	Psychometrist 2
50464	Residence Counsellor 1
50466	Residence Counsellor 2
50468	Residence Counsellor 3
50430	Sewer 1
50432	Sewer 2
10100	Social Work Assistant
10105	Social Work Supervisor 1 (B/U)
10108	Social Work Supervisor 2 (B/U)
10102	Social Worker 1
10104	Social Worker 2
09336	Speech Therapist
50241	Supervisor 1, Food Services (B/U)
50434	Tailor
50160	Trainee (MRC Course), Health
10112	Vocational Rehabilitation Services Counsellor

and under such other classes as may be established within the above description.

IV. OFFICE ADMINISTRATION BARGAINING UNIT.

The Office Administration Bargaining Unit is composed of Crown employees who are public servants employed in which provide clerical and office support services.

This bargaining unit includes employees in positions falling under the following classes:

CLASS CODE CLASS TITLE

51223	Area Supply Supervisor (B/U)
51200	Clerk 1, Supply
51202	Clerk 2, Supply
51204	Clerk 3, Supply
51206	Clerk 4, Supply
51208	Clerk 5, Supply
51210	Clerk 6, Supply
51211	Clerk 7, Supply (B/U)
95400	Clerical Services (Bargaining Unit) CCL-08
95401	Clerical Services (Bargaining Unit) CCL-09
95402	Clerical Services (Bargaining Unit) CCL-10
95403	Clerical Services (Bargaining Unit) CCL-11
95404	Clerical Services (Bargaining Unit) CCL-12
95405	Clerical Services (Bargaining Unit) CCL-13
95406	Clerical Services (Bargaining Unit) CCL-14
95407	Clerical Services (Bargaining Unit) CCL-15
00482	Court Reporter 1

00484	Court Reporter 2
00485	Court Reporter 3
00490	Court Reporter Apprentice
31500	Data Processing Technician 1
31502	Data Processing Technician 2
31504	Data Processing Technician 3
31506	Data Processing Technician 4
31508	Data Processing Technician 5
31510	Data Processing Technician 6
31512	Data Processing Technician 7
51230	District Stockroom & Warehouse Clerk
05914	Driver Examination Supervisor 1
05911	Driver Examiner
05910	Driver Examiner (Probationary)
01OAD	Office Administration 1
02OAD	Office Administration 2
03OAD	Office Administration 3
04OAD	Office Administration 4
05OAD	Office Administration 5
06OAD	Office Administration 6
07OAD	Office Administration 7
08OAD	Office Administration 8
09OAD	Office Administration 9
10OAD	Office Administration 10
11OAD	Office Administration 11
12OAD	Office Administration 12
13OAD	Office Administration 13
95408	Office Equipment Operation (Bargaining Unit) CEQ-10
95409	Office Equipment Operation (Bargaining Unit) CEQ-11
95410	Office Equipment Operation (Bargaining Unit) CEQ-12
95411	Office Equipment Operation (Bargaining Unit) CEQ-13
02040	Purchasing Officer 1
02042	Purchasing Officer 2
02044	Purchasing Officer 3
00038	Senior Usher & Messenger
51217	Stores/Reproduction Clerk
00486	Supreme Court Reporter 1
00036	Usher & Messenger

and under such other classes as may be established within the above description.

V. OPERATIONAL & MAINTENANCE BARGAINING UNIT.

The Operational & Maintenance Bargaining Unit is composed of Crown employees who are public servants employed in positions involving the operation and upkeep of vehicles, equipment, systems of machinery and the upkeep of buildings, installations, grounds or

land.

This bargaining unit includes employees in positions falling under the following classes:

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
95500	Agricultural Support OAG-11
19120	Agricultural Worker 1
19122	Agricultural Worker 2
19124	Agricultural Worker 3
19126	Agricultural Worker 4
17656	Air Engineer
17657	Air Engineer 1
17659	Air Engineer 2
17661	Air Engineer 3
17663	Air Engineer 4
17660	Assistant Plant Superintendent, Air Service
94010	Bookbinder 1
94012	Bookbinder 2
12830	Bridge Operator
50630	Building Caretaker 1
50632	Building Caretaker 2
50640	Building Caretaker 6
50625	Building Cleaner And Helper 3 (B/U)
17270	Cable Ferry Operator 1
17272	Cable Ferry Operator 2
50650	Cleaner, Office Buildings
50614	Cleaner 1
50616	Cleaner 2
50618	Cleaner 3
13800	Dairy Herd Improvement Officer 1
17232	Deckhand
50600	Elevator Attendant
17234	Ferry Mate
17600	Garage Attendant
17602	Garage Attendant Supervisor 93103
93105	Gunsmith 1
17250	Gunsmith 2
17250	Highway Equipment Operator 1
17252	Highway Equipment Operator 2
17254	Highway Equipment Operator 3
17256	Highway Equipment Operator 4
17619	Highway Equipment Supervisor 1
17621	Highway Equipment Supervisor 2
17623	Highway Equipment Supervisor 3
12494	Highway General Foreman/Woman 1
12482	Highway Labour Foreman/Woman
17624	Highway Maintenance Supervisor

17617	Highway Services Supervisor
05324	Inspector, Operating Engineers' Branch
18608	Manual Worker
17280	Marine Engineer 1
17282	Marine Engineer 2
17201	Motor Vehicle Operator 1
17203	Motor Vehicle Operator 2
95501	Operational (Bargaining Unit) OST-12
95502	Operational (Bargaining Unit) OST-13
95503	Operational (Bargaining Unit) OST-14
95504	Operational (Bargaining Unit) OST-15
95505	Operational (Bargaining Unit) OST-16
52560	Operator 1, Bindery Equipment
52500	Operator 1, Offset Equipment
52562	Operator 2, Bindery Equipment
52502	Operator 2, Offset Equipment
52564	Operator 3, Bindery Equipment
52504	Operator 3, Offset Equipment
52506	Operator 4, Offset Equipment
50604	Parking Attendant
17261	Pilot 1
17263	Pilot 2
17265	Pilot 3
17267	Pilot 4
17269	Pilot 5
52524	Platemaker 1
52526	Platemaker 2
95507	Printing (Bargaining Unit) OPR-10
95508	Printing (Bargaining Unit) OPR-12
02050	Printing Estimator
50470	Residence Supervisor 1
17658	Senior Air Engineer
12832	Senior Bridge Operator
17286	Senior Marine Engineer 1
17288	Senior Marine Engineer 2
40120	Steam Plant Chief 2
40110	Steam Plant Engineer 1
40112	Steam Plant Engineer 2
40114	Steam Plant Engineer 3
40100	Steam Plant Technician 1
40102	Steam Plant Technician 2
40200	Thermal Operator 1
40202	Thermal Operator 2
40204	Thermal Operator 3
40206	Thermal Operator 4
12590	Traffic Patroller 1, Transportation & Communications
12592	Traffic Patroller 2, Transportation & Communications

17208	Transport Dispatcher
17206	Transport Driver
93032	Utility Plant Electrician
13972	Water Level Control Supervisor

and under such other classes as may be established within the above description.

VI. TECHNICAL BARGAINING UNIT.

The Technical Bargaining Unit is composed of Crown employees who are public servants employed in positions:

- engaged in “hands-on” analytical laboratory, field or library work requiring the development or application of specialized scientific or technical knowledge, techniques and procedures; or
- requiring specialized knowledge and mechanical skills in specific trades;

and includes employees in positions falling under the following classes:

<u>CLASS CODE</u>	<u>CLASS TITLE</u>
13760	Agricultural Technician 1
13762	Agricultural Technician 2
13764	Agricultural Technician 3
13980	Arboriculturist 1
13982	Arboriculturist 2
13983	Arboriculturist 3
12230	Architectural Job Captain 1
12232	Architectural Job Captain 2
12234	Architectural Job Captain 3
94020	Artisan 1
94022	Artisan 2
94024	Artisan 3
94028	Artisan 4
12840	Cartographer 1
12842	Cartographer 2
12844	Cartographer 3
12846	Cartographer 4
12416	Cartographic Technician 1
12418	Cartographic Technician 2
12419	Cartographic Technician 3
12854	Cartographic Technologist
12602	Commercial Artist 1
12604	Commercial Artist 2
12606	Commercial Artist 3

16770	Communications Technician 1
16772	Communications Technician 2
16774	Communications Technician 3
12490	Construction Inspector
12960	Construction Superintendent 1
12962	Construction Superintendent 2
12964	Construction Superintendent 3
13780	Dairy Fieldworker 1
13782	Dairy Fieldworker 2
13784	Dairy Fieldworker 3
12240	Designer 1
12242	Designer 2
12402	Drafter 1
12404	Drafter 2
12406	Drafter 3
12401	Drafter, Tracer
95600	Drafting, Design & Estimating (Bargaining Unit) TDD-13
17647	Electronics Repairer
17646	Electronics Technician
62000	Electronics Technician 1, Government Services
62002	Electronics Technician 2, Government Services
05380	Elevator Mechanic 1
05382	Elevator Mechanic 2
05384	Elevator Mechanic 3
95601	Engineering & Surveying Support (Bargaining Unit) TEN-13
95602	Engineering & Surveying Support (Bargaining Unit) TEN-14
95603	Engineering & Surveying Support (Bargaining Unit) TEN-15
17604	Equipment Spray Painter
12450	Estimator & Quantity Surveyor 1
12452	Estimator & Quantity Surveyor 2
94031	Exhibit Fabricator 1
94033	Exhibit Fabricator 2
94035	Exhibit Fabricator 3
12270	Exhibition Designer 1
12272	Exhibition Designer 2
12274	Exhibition Designer 3
13758	Extension Assistant
61800	Forensic Analyst 1
61802	Forensic Analyst 2
61804	Forensic Analyst 3
12148	Geodetic Control Analyst
14520	Geologist Assistant 1
14522	Geologist Assistant 2
14524	Geologist Assistant 3
12576	Highway Construction Inspector 1
12578	Highway Construction Inspector 2
12580	Highway Construction Inspector 3

16750	Highways Assistant Communications Supervisor
05354	Industrial Training Officer 1
05355	Industrial Training Officer 2
06030	Inspector 1, Drilling And Production
06032	Inspector 2, Drilling And Production
12978	Inspector Of Weighers And Checkers 1
12980	Inspector Of Weighers And Checkers 2
07600	Instructor, Agricultural School
93106	Instrument Repairer, Foreman/Woman
93102	Instrument Repairer 1
93104	Instrument Repairer 2
12506	Interior Designer, Trainee
12509	Interior Designer 1
12511	Interior Designer 2
12600	Junior Commercial Artist
12400	Junior Drafter
15500	Laboratory Attendant 1
15502	Laboratory Attendant 2
12820	Landscape Worker
07940	Library Technician 1
07942	Library Technician 2
07944	Library Technician 3
07946	Library Technician 4
17648	Lineman/Woman
93020	Maintenance Bricklayer
93024	Maintenance Carpenter
93026	Maintenance Carpenter, Foreman/Woman
93030	Maintenance Electrician
93034	Maintenance Electrician, Foreman/Woman
93010	Maintenance Foreman/Woman
93040	Maintenance Machinist
93042	Maintenance Machinist, Foreman/Woman
93046	Maintenance Mason
93002	Maintenance Mechanic 1
93004	Maintenance Mechanic 2
93006	Maintenance Mechanic 3
93050	Maintenance Painter & Decorator
93052	Maintenance Painter & Decorator, Foreman/Woman
93056	Maintenance Plasterer
93058	Maintenance Plasterer, Foreman/Woman
93060	Maintenance Plumber
93062	Maintenance Plumber, Foreman/Woman
17996	Maintenance Refrigeration Mechanic
17998	Maintenance Refrigeration Mechanic, Foreman/Woman
93066	Maintenance Sheet Metal Worker
93070	Maintenance Steamfitter
18800	Maintenance Superintendent 1

18802	Maintenance Superintendent 2
93074	Maintenance Welder
17609	Mechanic 1
17611	Mechanic 2
17613	Mechanic Foreman/Woman
93148	Mechanical/Electrical Building Systems Specialist
15590	Mill Worker 1
15592	Mill Worker 2
17640	Mine Rescue Training Officer 1
17642	Mine Rescue Training Officer 2
02922	Museum Assistant 1
02924	Museum Assistant 2
02926	Museum Assistant 3
02920	Museum Assistant (Trainee)
07842	Museums Adviser
52550	Operator 1, Microfilm
52552	Operator 2, Microfilm
52554	Operator 3, Microfilm
52556	Operator 4, Microfilm
52510	Operator 1, Whiteprint Equipment
52512	Operator 2, Whiteprint Equipment
52514	Operator 3, Whiteprint Equipment
17458	Operator 4, X-Ray Unit
12880	Photogrammetrist 1
12882	Photogrammetrist 2
12884	Photogrammetrist 3
12886	Photogrammetrist 4
95604	Photography (Bargaining Unit) TPH-14
12824	Powderman/Woman
02880	Publicity Photographer 1
02882	Publicity Photographer 2
02884	Publicity Photographer 3
16020	Radiation Protection Physicist 1
94016	Radio & TV Repairer
12088	Research Officer 1, Transportation & Communications
12090	Research Officer 2(A), Transportation & Communications
12092	Research Officer 2(B), Transportation & Communications
15400	Research Scientist 1, Natural Resources
15402	Research Scientist 2, Natural Resources
15404	Research Scientist 3, Natural Resources
15406	Research Scientist 4, Natural Resources
15408	Research Scientist 5, Natural Resources
41109	Resource Technician, Senior 1 (B/U)
41111	Resource Technician, Senior 2 (B/U)
41113	Resource Technician, Senior 3 (B/U)
41115	Resource Technician, Senior 4 (B/U)
41100	Resource Technician 1

41102	Resource Technician 2
41104	Resource Technician 3
95605	Resources, Technical (Bargaining Unit) TRT-12
93150	Roofing Specialist
12710	Schedule Co-Ordinator 1
12712	Schedule Co-Ordinator 2
12714	Schedule Co-Ordinator 3
95606	Scientific Support (Bargaining Unit) TSS-12
95607	Scientific Support (Bargaining Unit) TSS-15
15542	Scientist 1
15544	Scientist 2
15546	Scientist 3
15548	Scientist 4
12959	Senior Transportation Design Technician
93146	Services Officer 1 (B/U)
93142	Services Supervisor 2
93084	Sign Painter
93086	Sign Painter, Foreman/Woman
93080	Sign Painter, Helper
93082	Sign Painter, Improver
95608	Skills and Trade (Bargaining Unit) OST-12
95609	Skills and Trade (Bargaining Unit) OST-13
95610	Skills and Trade (Bargaining Unit) OST-14
95611	Skills and Trade (Bargaining Unit) OST-15
95612	Skills and Trade (Bargaining Unit) OST-16
60100	Specification Officer 1
60102	Specification Officer 2
60104	Specification Officer 3
05500	Standards Officer 1, Industrial Training
05502	Standards Officer 2, Industrial Training
12738	Technician, Equipment Development
17446	Technician, X-Ray Supervisor
16050	Technician 1, Chemical Laboratory
12930	Technician 1, Construction
12722	Technician 1, Engineering Office
12916	Technician 1, Engineering Survey
12990	Technician 1, Field
12922	Technician 1, Legal Survey
12970	Technician 1, Municipal Engineering
52581	Technician 1, Photographic
16070	Technician 1, Physical Laboratory
16080	Technician 1, Radiation
12950	Technician 1, Road Design
12900	Technician 1, Survey
12940	Technician 1, Traffic
17442	Technician 1(A), X-ray
17443	Technician 1(B), X-ray

16052	Technician 2, Chemical Laboratory
12932	Technician 2, Construction
12724	Technician 2, Engineering Office
12917	Technician 2, Engineering Survey (B/U)
12992	Technician 2, Field
12923	Technician 2, Legal Survey
12972	Technician 2, Municipal Engineering
52583	Technician 2, Photographic
16072	Technician 2, Physical Laboratory
12952	Technician 2, Road Design
12902	Technician 2, Survey
12942	Technician 2, Traffic
16054	Technician 3, Chemical Laboratory
12934	Technician 3, Construction
12919	Technician 3, Engineering Survey
12994	Technician 3, Field
12924	Technician 3, Legal Survey
52585	Technician 3, Photographic
16074	Technician 3, Physical Laboratory
16084	Technician 3, Radiation
12954	Technician 3, Road Design
12904	Technician 3, Survey
12944	Technician 3, Traffic
16056	Technician 4, Chemical Laboratory
12936	Technician 4, Construction
12920	Technician 4, Engineering Survey
12996	Technician 4, Field
52587	Technician 4, Photographic
16076	Technician 4, Physical Laboratory
16086	Technician 4, Radiation
12956	Technician 4, Road Design
12946	Technician 4, Traffic
16058	Technician 5, Chemical Laboratory
12998	Technician 5, Field
16078	Technician 5, Physical Laboratory
16088	Technician 5, Radiation
16061	Technologist 1, Medical Laboratory
16063	Technologist 2, Medical Laboratory
16065	Technologist 3, Medical Laboratory
93120	Telephone Installer 1
93122	Telephone Installer 2
93124	Telephone Installer 3
93128	Telephone Services Officer
93000	Trades Apprentice
12750	Traffic Analyst 1
12752	Traffic Analyst 2
12754	Traffic Analyst 3

12756	Traffic Analyst 4
12758	Traffic Analyst 5
12958	Transportation Design Technician
50442	Upholstery Repairer
17645	Utility Plant Instrument Technician
07370	Vocational Training Supervisor 1
40405	Waste Treatment Operator
40402	Waste And Water Project Operator 1
40404	Waste And Water Project Operator 2
40400	Waste And Water Project Trainee Operator
12836	Weigher

and under such other classes as may be established within the above description.

VII. SEVENTH BARGAINING UNIT.

The Seventh Bargaining Unit is composed of Crown employees who are public servants and whose positions are not included in the other six bargaining units, but does not include:

- a. persons who exercise managerial functions or are employed in a confidential capacity in matters relating to Labour relations; or
- b. lawyers and engineers who are employed in their professional capacity.

In accordance with the above, this bargaining unit includes:

- unclassified employees excluded from the six other bargaining units or whose duties and responsibilities are equivalent to the duties and responsibilities of positions falling under the classes mentioned hereunder; and
- employees in positions falling under the following classes:

INTELLIGENCE OFFICER OF COMMISSION, (Seventh Unit)
 FINANCIAL ADMINISTRATION, (Seventh Unit) AFA13
 FINANCIAL ADMINISTRATION, (Seventh Unit) AFA14
 FINANCIAL ADMINISTRATION, (Seventh Unit) AFA15
 FINANCIAL ADMINISTRATION, (Seventh Unit) AFA16
 FINANCIAL ADMINISTRATION, (Seventh Unit) AFA17
 FINANCIAL ADMINISTRATION, (Seventh Unit) AFA18
 FINANCIAL ADMINISTRATION, (Seventh Unit) AFA19
 FINANCIAL ADMINISTRATION, (Seventh Unit) AFA20
 FINANCIAL ADMINISTRATION, (Seventh Unit) AFA21
 FINANCIAL ADMINISTRATION, (Seventh Unit) AFA22
 FRENCH LANGUAGE SERVICES, (Seventh Unit) AFL20
 GENERAL ADMINISTRATION, (Seventh Unit) AGA11
 GENERAL ADMINISTRATION, (Seventh Unit) AGA12
 GENERAL ADMINISTRATION, (Seventh Unit) AGA13

GENERAL ADMINISTRATION, (Seventh Unit) AGA14
GENERAL ADMINISTRATION, (Seventh Unit) AGA15
GENERAL ADMINISTRATION, (Seventh Unit) AGA16
GENERAL ADMINISTRATION, (Seventh Unit) AGA17
GENERAL ADMINISTRATION, (Seventh Unit) AGA18
GENERAL ADMINISTRATION, (Seventh Unit) AGA19
GENERAL ADMINISTRATION, (Seventh Unit) AGA20
GENERAL ADMINISTRATION, (Seventh Unit) AGA21
GENERAL ADMINISTRATION, (Seventh Unit) AGA22
INFORMATION, (Seventh Unit) AIF18
INFORMATION, (Seventh Unit) AIF19
INFORMATION, (Seventh Unit) AIF20
LAW ADMINISTRATION, (Seventh Unit) ALA12
LAW ADMINISTRATION, (Seventh Unit) ALA13
LAW ADMINISTRATION, (Seventh Unit) ALA14
LAW ADMINISTRATION, (Seventh Unit) ALA15
LAW ADMINISTRATION, (Seventh Unit) ALA16
LAW ADMINISTRATION, (Seventh Unit) ALA17
LAW ADMINISTRATION, (Seventh Unit) ALA18
LAW ADMINISTRATION, (Seventh Unit) ALA19
LAW ADMINISTRATION, (Seventh Unit) ALA20
LAW ADMINISTRATION, (Seventh Unit) ALA22
LAW COURT ADMINISTRATION, (Seventh Unit) ALC12
LAW COURT ADMINISTRATION, (Seventh Unit) ALC13
LAW COURT ADMINISTRATION, (Seventh Unit) ALC14
PROGRAM ANALYSIS, (Seventh Unit) APLA16
PROGRAM ANALYSIS, (Seventh Unit) APLA17
PROGRAM ANALYSIS, (Seventh Unit) APLA18
PROGRAM ANALYSIS, (Seventh Unit) APLA19
PROGRAM ANALYSIS, (Seventh Unit) APLA20
PROGRAM ANALYSIS, (Seventh Unit) APLA21
PERSONNEL ADMINISTRATION, (Seventh Unit) APL12
PERSONNEL ADMINISTRATION, (Seventh Unit) APL13
PERSONNEL ADMINISTRATION, (Seventh Unit) APL14
PERSONNEL ADMINISTRATION, (Seventh Unit) APL15
PERSONNEL ADMINISTRATION, (Seventh Unit) APL16
PERSONNEL ADMINISTRATION, (Seventh Unit) APL17
PERSONNEL ADMINISTRATION, (Seventh Unit) APL18
PERSONNEL ADMINISTRATION, (Seventh Unit) APL19
PERSONNEL ADMINISTRATION, (Seventh Unit) APL20
PROPERTY ADMINISTRATION, (Seventh Unit) APR16
PROPERTY ADMINISTRATION, (Seventh Unit) APR17
PROPERTY ADMINISTRATION, (Seventh Unit) APR18
PROPERTY ADMINISTRATION, (Seventh Unit) APR19
PURCHASING & SUPPLY, (Seventh Unit) APS14
PURCHASING & SUPPLY, (Seventh Unit) APS15
PURCHASING & SUPPLY, (Seventh Unit) APS16

PURCHASING & SUPPLY, (Seventh Unit) APS18
PURCHASING & SUPPLY, (Seventh Unit) APS20
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL15
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL16
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL17
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL18
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL19
SOCIAL PROGRAMS ADMINISTRATION, (Seventh Unit) ASL20
SYSTEMS SERVICES, (Seventh Unit) ASY13
SYSTEMS SERVICES, (Seventh Unit) ASY14
SYSTEMS SERVICES, (Seventh Unit) ASY15
SYSTEMS SERVICES, (Seventh Unit) ASY16
SYSTEMS SERVICES, (Seventh Unit) ASY17
SYSTEMS SERVICES, (Seventh Unit) ASY18
SYSTEMS SERVICES, (Seventh Unit) ASY19
SYSTEMS SERVICES, (Seventh Unit) ASY20
SYSTEMS SERVICES, (Seventh Unit) ASY21
TRANSLATION, (Seventh Unit) ATR20
TRANSCRIPTION SERVICES, (Seventh Unit) CTR14
TRANSCRIPTION SERVICES, (Seventh Unit) CTR15
CORRECTIONAL, (Seventh Unit) OCR14
FOOD SERVICES, (Seventh Unit) OFS10
FOOD SERVICES, (Seventh Unit) OFS11
FOOD SERVICES, (Seventh Unit) OFS12
FOOD SERVICES, (Seventh Unit) OFS13
FOOD SERVICES, (Seventh Unit) OFS14
GENERAL OPERATIONAL, (Seventh Unit) OGN10
GENERAL OPERATIONAL, (Seventh Unit) OGN11
GENERAL OPERATIONAL, (Seventh Unit) OGN12
GENERAL OPERATIONAL, (Seventh Unit) OGN13
GENERAL OPERATIONAL, (Seventh Unit) OGN14
GENERAL OPERATIONAL, (Seventh Unit) OGN15
HEATING & POWER, (Seventh Unit) OHP14
HEATING & POWER, (Seventh Unit) OHP17
INSTITUTIONAL CARE, (Seventh Unit) OIN11
INSTITUTIONAL CARE, (Seventh Unit) OIN12
INSTITUTIONAL CARE, (Seventh Unit) OIN13
INSTITUTIONAL CARE, (Seventh Unit) OIN15
PRINTING, (Seventh Unit) OPR15
SKILLS & TRADES, (Seventh Unit) OST17
SKILLS & TRADES, (Seventh Unit) OST18
SKILLS & TRADES, (Seventh Unit) OST19
ACTUARIAL SCIENCE, (Seventh Unit) PAC16
ACTUARIAL SCIENCE, (Seventh Unit) PAC17
ACTUARIAL SCIENCE, (Seventh Unit) PAC19
AGRICULTURE, (Seventh Unit) PAG16
AGRICULTURE, (Seventh Unit) PAG17

AGRICULTURE, (Seventh Unit) PAG18
AGRICULTURE, (Seventh Unit) PAG19
AGRICULTURE, (Seventh Unit) PAG20
ARCHIVAL & HISTORICAL, (Seventh Unit) PAH17
CHAPLAIN, (Seventh Unit) PCH15
CHAPLAIN, (Seventh Unit) PCH16
CHAPLAIN, (Seventh Unit) PCH17
ECONOMICS & STATISTICS, (Seventh Unit) PEC16
ECONOMICS & STATISTICS, (Seventh Unit) PEC17
ECONOMICS & STATISTICS, (Seventh Unit) PEC18
ECONOMICS & STATISTICS, (Seventh Unit) PEC19
ECONOMICS & STATISTICS, (Seventh Unit) PEC20
ECONOMICS & STATISTICS, (Seventh Unit) PEC21
EDUCATION, (Seventh Unit) PED19
EDUCATION, (Seventh Unit) PED20
EDUCATION, (Seventh Unit) PED21
GENERAL SCIENTIFIC, (Seventh Unit) PGS17
GENERAL SCIENTIFIC, (Seventh Unit) PGS18
GENERAL SCIENTIFIC, (Seventh Unit) PGS20
GENERAL SCIENTIFIC, (Seventh Unit) PGS21
HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE11
HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE12
HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE13
HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE16
HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE17
HOME ECONOMICS, DIETETICS & NUTRITION, (Seventh Unit) PHE18
LIBRARY SERVICES, (Seventh Unit) PLS14
LIBRARY SERVICES, (Seventh Unit) PLS15
LIBRARY SERVICES, (Seventh Unit) PLS16
LIBRARY SERVICES, (Seventh Unit) PLS17
NURSING, (Seventh Unit) PNR13
NURSING, (Seventh Unit) PNR14
NURSING, (Seventh Unit) PNR15
NURSING, (Seventh Unit) PNR16
NURSING, (Seventh Unit) PNR18
OCCUPATIONAL & PHYSICAL THERAPY, (Seventh Unit) POC14
PHARMACY, (Seventh Unit) PPH16
PHARMACY, (Seventh Unit) PPH17
PHARMACY, (Seventh Unit) PPH18
PHARMACY, (Seventh Unit) PPH19
PSYCHOLOGY, (Seventh Unit) PPY19
PSYCHOLOGY, (Seventh Unit) PPY20
RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP14
RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP15
RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP16
RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP17
RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP18

RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP19
 RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP20
 RESOURCES PLANNING AND MANAGEMENT, (Seventh Unit) PRP21
 RESEARCH SCIENCE, (Seventh Unit) PRS17
 RESEARCH SCIENCE, (Seventh Unit) PRS21
 SOCIAL WORK, (Seventh Unit) PSW16
 SOCIAL WORK, (Seventh Unit) PSW17
 SOCIAL WORK, (Seventh Unit) PSW18
 VETERINARY SCIENCE, (Seventh Unit) PVT20
 DRAFTING DESIGN & ESTIMATING, (Seventh Unit) TDD14
 DRAFTING DESIGN & ESTIMATING, (Seventh Unit) TDD15
 DRAFTING DESIGN & ESTIMATING, (Seventh Unit) TDD16
 DRAFTING DESIGN & ESTIMATING, (Seventh Unit) TDD18
 DRAFTING DESIGN & ESTIMATING, (Seventh Unit) TDD19
 ENGINEERING & SURVEYING SUPPORT, (Seventh Unit) TEN16
 ENGINEERING & SURVEYING SUPPORT, (Seventh Unit) TEN17
 ENGINEERING & SURVEYING SUPPORT, (Seventh Unit) TEN18
 ENGINEERING & SURVEYING SUPPORT, (Seventh Unit) TEN19
 ENGINEERING & SURVEYING SUPPORT, (Seventh Unit) TEN20
 RESOURCES TECHNICAL, (Seventh Unit) TRT13
 RESOURCES TECHNICAL, (Seventh Unit) TRT14
 RESOURCES TECHNICAL, (Seventh Unit) TRT15
 RESOURCES TECHNICAL, (Seventh Unit) TRT16
 RESOURCES TECHNICAL, (Seventh Unit) TRT17
 RESOURCES TECHNICAL, (Seventh Unit) TRT18
 SCIENTIFIC SUPPORT, (Seventh Unit) TSS16
 SCIENTIFIC SUPPORT, (Seventh Unit) TSS17
 SENIOR MANAGEMENT GROUP 1, (Seventh Unit) XSXC1
 SENIOR MANAGEMENT GROUP 2, (Seventh Unit) XSXC2
 And other similar classes as may be established

VIII. GO TEMPS AND STUDENTS.

An unclassified employee –

- who is on temporary work assignment arranged by the Civil Service Commission under the G.O. Temporary Services Program and is herein referred to as a “Go Temp employee”; or
- who is employed during their regular school, college or university vacation period or under a co-operative education training program or in an OPS Special Youth/Student Employment Program, and is herein referred to as a “Student”;
- who is employed under an internship program (such as the Employment Equity Intern program) and other similar programs or agreements, and is herein referred to as an “intern”;

shall belong to the bargaining unit –

- of the position whose duties and responsibilities the Go Temp employee is temporarily assigned to perform; or
- in case the temporary assignment is not with respect to a specific bargaining unit position, of the position whose duties and responsibilities are closest to the Go Temp employee's assigned work;
- in the case of a student or an intern, of the position whose duties and responsibilities are closest to the student's or intern's assigned work.

USE OF PRIVATELY OWNED AUTOMOBILES

March 21, 1975

Mr. C. J. Darrow, President,
The Civil Service Association of Ontario (Inc.)
1901 Yonge Street
TORONTO, Ontario

Re: Use of Privately Owned Automobiles

Dear Mr. Darrow,

This letter will confirm the decision of Management Board of Cabinet that the use of privately owned automobiles on the Employer's business is not a condition of employment.

On Behalf of
MANAGEMENT BOARD OF CABINET

W. J. Gorchinsky
Senior Staff Relations Officer

JOINT INSURANCE BENEFITS REVIEW COMMITTEE

Joint Insurance Benefits Review Committee

(1) Name of Committee

The Committee shall be referred to as the Joint Insurance Benefits Review Committee.

(2) Purpose of Committee

The purpose of this Committee is to facilitate communications between the Employer and the OPSEU on the subject of Group Insurance, including Basic Life Insurance, Supplementary Life Insurance, Extended Health Insurance, Long Term Income Protection Insurance, and such other negotiated benefits as may, from time to time, be included in the Group Insurance Plan.

It is understood that the Group Insurance benefits to be provided to employees and the cost sharing arrangements between the Employer and its employees shall be as set out in any applicable collective agreement or arbitration award, and the matters for consideration by this Committee shall be only as set out in these terms of reference.

(3) Composition of Committee

The Committee shall be composed of up to four (4) members from the Union, and may also include an OPSEU staff representative, and an equal number of representatives from the Employer. At meetings of the Committee, each party may be accompanied by an Actuary to provide technical advice and counsel.

Of the four (4) members from OPSEU on the JIBRC, a maximum of two (2) members shall be from the Correctional Bargaining Unit. For further clarity, one (1) member representing the Correctional Bargaining Unit will be from the Ministry of Children, Community, and Social Services (selected by the MCCSS MERC) and one (1) member will be from the Ministry of the Solicitor General (selected by the Ministry of the Solicitor General MERC).

(4) Duties of Committee

The duties of the Committee shall consist of the following:

- (i) Development of the specifications for the public tendering of any negotiated benefits which may be included in the Group Insurance Plan (to cover the

bargaining unit only);

- (ii) Determination of the manner in which the specifications will be made available for public tendering;
- (iii) Consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
- (iv) Recommendation to the Government of Ontario on the selection of the insurance carrier or carriers to underwrite the Group Insurance Plans;
- (v) Review of the semi-annual financial reports on the Group Insurance Plan; and
- (vi) Review of contentious claims and recommendations thereon, when such claim problems have not been resolved through the existing administrative procedures.

The specifications for tender will describe the benefits to be provided, the cost sharing arrangement between the Employer and its employees, the past financial history of the insurance plans, the employee data, the format for the retention illustration for each coverage and the financial reporting requirements. Tenders shall be entertained by the Committee from any individual insurance carrier acting solely on its own behalf. This shall not preclude such carrier from arranging reinsurance as may be necessary.

The basis for recommendation of an insurance carrier(s) will include the ability of the carrier(s) to underwrite the plan, compliance of the carrier's quotation with the specifications for tender, the carrier's service capabilities and the expected long term net cost of the benefits to be provided.

(5) Experience Review

The Committee will also meet every six (6) months to review the financial experience under these coverages. The specifications for tender will describe the information to be included in the semi-annual financial statements to be prepared by the insurance carrier(s). These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claim and other reserves. The insurance carrier(s) will also be required to report on the level and method of administering the Employer's and employees' deposit accounts.

The Committee shall request the insurance carrier(s) to provide such additional information for the Committee's consideration as may be required by either the Employer or the OPSEU.

If the Joint Insurance Benefits Review Committee fails to agree on a recommendation

to the Government of Ontario on the selection of the insurance carrier(s) to underwrite the group insurance plan, the members of the said Committee nominated by the Employer and the OPSEU may each make a recommendation in writing to the Government of Ontario on the selection of the insurance carrier(s) supported by reasons for their respective recommendations.

It is understood that the Government at all times retains the right to select whatever carrier(s) (to underwrite the Group Insurance Plan) it may consider would best serve the “public interest” and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Joint Insurance Benefits Review Committee.

(6) Claims Review Subcommittee

- (a) There shall be a subcommittee whose mandate is to review, and make decisions on, complaints or differences involving the denial of insured benefits under the Collective Agreement, when such issues have not been resolved through the existing administrative procedures, save and except a complaint or difference arising under Article 22.9.1 (Insured Benefits Grievance) of the Central Collective Agreement. The subcommittee shall be composed of two (2) representatives selected by the Employer, two (2) representatives selected by OPSEU, and an independent third party who is agreed to by both parties.
- (b) Appropriate impartial medical consultants shall be available to the subcommittee in an advisory capacity to provide information on the nature of specific illnesses or disabilities.
- (c) Membership on the subcommittee shall be for a one (1) year period, and is renewable at the discretion of the nominating party, or parties in the case of the renewal of the term of the independent third party.
- (d) Decisions of the subcommittee are final and binding.
- (e) The fees and expenses of the medical consultants referred to in clause (b), and the independent third party referred to in clause (a), shall be divided equally between the Employer and the Union.

RELEASE OF INFORMATION
INSURED BENEFITS APPEAL

RELEASE OF INFORMATION-
INSURED BENEFITS APPEAL

TO: _____
(Name of insurance carrier for benefit claimed)

THIS SHALL BE YOUR AUTHORITY to deliver immediately to the Employer, in care of Ministry of Government Services and to the Ontario Public Service Employees Union, a copy of each and every medical report prepared by or under the authority of a medical practitioner, and a copy of each and every document or other material, in any format, prepared by any person, in your possession in connection with my claim dated _____ for (specify benefit claimed) during my employment with the Ontario Public Service.

I understand that this information and material may be used during this insured benefits appeal.

Employee Signature

Ministry

Please print name

Employee ID number

Employee Home Address

Date

APPENDIX 6

**Revised June 24, 2005
SAME SEX SPOUSES**

November 14, 1990

Mr. A. Todd
Chief Negotiator
Ontario Public Service Employees Union
1901 Yonge Street
Toronto, Ontario
M4S 2Z5

Dear Mr. Todd:

This will confirm that effective January 1, 1991, family coverage for insured benefits, pursuant to Articles 32.10.1, 32.10.2, 32.11.1, 32.11.2 and 32.15 (Seasonal Employees), Articles 38, 39, 40 and 48 (Full-time Employees) and Articles 66, 67, 68 and 74 (Part-time Employees) shall be extended to include same sex spouses.

Yours sincerely,

J. R. Thomas
Assistant Deputy Minister
Employees Relations and Compensation Division

APPENDIX 7
CLASSIFICATION SYSTEM SUBCOMMITTEES
Deleted April 1, 2019

APPENDIX 8
Deleted April 1, 2019

Revised April 1, 2019
EMPLOYMENT STABILITY

Ms. Gissel Yanez
OPS Negotiator, OPSEU
Ontario Public Service Employees Union
100 Lesmill Road
NORTH YORK, Ontario

Dear Ms. Yanez

Re: Employment Stability

The Government is aware that its restructuring initiatives over the next two fiscal years (1996/97, 1997/98) could have a significant effect on employees, some of whom have served for a lengthy period. Accordingly, commencing with the ratification of the collective agreement and ending on December 31, 2021, the Employer undertakes the following:

1. (a) The Employer will make reasonable efforts to ensure that, where there is a disposition or any other transfer of bargaining unit functions or jobs to the private or broader public sectors, employees in the bargaining unit are offered positions with the new employer on terms and conditions that are as close as possible to the then existing terms and conditions of employment of the employees in the bargaining unit, and, where less than the full complement of employees is offered positions, to ensure that offers are made on the basis of seniority. When an employee has been transferred to a new employer, they will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- (b) Where the salary of the job offered by the new employer is less than eighty-five percent (85%) of the employee's current salary, or if the employee's service or seniority are not carried over to the new employer, the employee may decline the offer. In such a case, the employee may exercise the rights prescribed by Article 20 (Employment Stability) and/or paragraphs 2 to 5 of this Appendix. The employee must elect whether or not to accept employment with the new employer within three (3) days of receiving an offer. In default of election, the employee shall be deemed to have accepted the offer.
2. (a) Employees who have been declared surplus may continue to accrue pension credits for the period represented by their Article 53 or 78 termination payment subject to the appropriate contributions by the Employer and the employee. This arrangement meets the requirements of the OPSEU Pension

Plan including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval. This paragraph will not apply to employees described in paragraph 1 who are transferred to a new employer or, subject to 1(b), who decline a transfer to a new employer.

– or –

- (b) In the alternative, employees who have been declared surplus may take a pension bridging option as a leave of absence without pay but with the continued accrual of pension credits, if the sum of:
 - (i) the six (6) month notice period;
 - (ii) the number of weeks of paid leave of absence that the employee's termination payments can be converted into under the current provisions of Articles 53 or 78 (excluding attendance credits); plus
 - (iii) a maximum of two (2) years leave of absence without pay, but with continued accrual of pension credits,

would bring the employee to the next earliest date on which they could exercise an actuarially unreduced pension option under the OPSEU Pension Plan.

For any specific individual, the maximum amount of leave that can be taken for the pension bridging option shall be calculated as follows:

- (A1) determine the total amount of time from the date on which the employee receives the surplus notice that is needed for the individual to reach the next earliest of their actuarially unreduced pension options and, from that amount, subtract:
 - (i) the employee's six (6) month notice period; and
 - (ii) the number of weeks of paid leave of absence that the employee's termination payments can be converted into under the existing provisions of Article 53 or 78 (excluding attendance credits).
- (B1) the remainder to the extent that it is no more than two (2) years, shall be available as a leave of absence without pay but with continued accrual of pension credits. 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 Income Protection plan.

The leaves of absence shall commence before the conclusion of the employee's six (6) month notice period and shall be taken as follows:

- (A2) the unpaid leave of absence, the maximum of which is determined in accordance with (B1) above, shall be taken first. During this leave of absence, in lieu of the employee's pension contributions being made directly from the employee, the employee's right to enhanced severance under paragraph 4 of this letter shall be reduced by an equivalent amount, which the Employer shall pay into the pension plan and the Employer contributions shall also be paid

into the pension plan;

- (B2) the leave of absence with pay equal to the employee's number of weeks of Article 53 or 78 termination payments shall be taken after the leave without pay in (A2) above. During this leave of absence the employee's pension contributions shall be deducted from the employee's bi-weekly payments;
- (C2) at the conclusion of the leave of absence with pay the employee shall return to complete whatever portion of the six (6) month notice period remains. For greater certainty, the requirement to return may be satisfied by the use of vacation credits. At the end of this period, the employee:
 - (i) shall retire;
 - (ii) shall receive the enhanced severance, reduced by an amount equivalent to their pension contributions for the unpaid leave of absence; and
 - (iii) shall be entitled to exercise their right to an actuarially unreduced pension.

This arrangement meets the requirements of the OPSEU Pension Plan including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval.

This paragraph will not apply to employees described in paragraph 1 who are transferred to a new employer or, subject to 1(b), who decline a transfer to a new employer.

Surplus employees who choose any of these pension bridging options in (2) shall waive all rights to displacement, redeployment, pay in lieu and recall.

- 3. An employee who has reached Factor 80 on or before March 31, 1996, and did not retire within their Factor 80 window, shall, if declared surplus, be eligible to re-qualify under the Factor 80 program, provided the employee so elects in writing within thirty (30) days of receipt of notice of lay-off, and, where the employee so elects, the employee shall retire within the thirty (30) day period and all other rights under this agreement are forfeited, save and except Article 53 or 78 (Termination Pay). For the sake of clarity, it is agreed that an employee who is given an offer to accept employment with a new employer pursuant to paragraph 1, who is otherwise eligible to re-qualify under the Factor 80 program, shall be considered eligible to re-qualify as prescribed herein. The Plan Sponsors agree to take steps to amend the OPSEU Pension Plan in an expeditious manner to provide for the re-opening of the Factor 80 window for those employees described herein. This arrangement meets the requirements of the OPSEU Pension Plan including compliance with legislation governing the OPSEU Pension Plan. This arrangement is contingent on Revenue Canada approval.
- 4. (a) Receipt of surplus notice on or before December 31, 2005:

Employees who are laid off or who have resigned and received their pay in lieu of notice pursuant to Article 20A.2 (Notice and Pay in Lieu) will receive, in addition to their Article 53 or 78 termination payments, a further severance package of one (1) week's salary for every completed year of continuous service. This paragraph will not apply to employees who are eligible to retire and receive an actuarially unreduced pension or, as a result of the application of paragraph 2 (a), will become entitled to receive an actuarially unreduced pension. Employees who are entitled to the amounts specified in Article 20A.3 (Separation Allowance) shall receive the greater of those amounts or the amount specified in this paragraph. (For the sake of clarity, it is understood that a person who resigns pursuant to Article 20A.3 (Separation Allowance) shall be considered to be laid off for the purpose of this paragraph.) This paragraph will not apply to employees described in paragraph 1 who are transferred to a new employer or, subject to 1(b), who decline a transfer to a new employer.

(b) Receipt of surplus on or after January 1, 2006:

Employees who are laid off or who have resigned and received their pay in lieu of notice pursuant to Article 20.2 (Notice and Pay in Lieu) will receive, in addition to their Article 53 or 78 termination payments, a further severance package of one (1) week's salary for every completed year of continuous service. This paragraph will not apply to employees who are eligible to retire and receive an actuarially unreduced pension or, as a result of the application of paragraph 2 (a), will become entitled to receive an actuarially unreduced pension. This paragraph will not apply to employees described in paragraph 1 who are transferred to a new employer or, subject to 1(b), who decline a transfer to a new employer.

5. Where an operation or part thereof is being disposed of, and the Employer has determined that an opportunity for tendering or bidding is warranted, employees shall be given the opportunity to submit a tender or bid on the same basis as others.

Yours truly,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

**APPENDIX 10
ARTICLE 20
VOLUNTARY EXIT OPTION**

Deleted January 24, 2013

OPSEU PENSION PLAN

Mr. Andrew Todd
Chief Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
NORTH YORK, Ontario

Dear Mr. Todd:

Re: OPSEU Pension Plan

This will confirm that, effective on ratification and during the term of the Collective Agreement, it is not the intention of the Employer to amend the OPSEU Pension Plan or any related documents. Where the Employer wishes to do so, it will negotiate any changes with the Union.

Yours truly,

Kevin Wilson

MEMORANDUM OF AGREEMENT

Between

**MANAGEMENT BOARD OF CABINET
(Hereafter called “the Employer”)**

And

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)

Appendix 12 – Student Wage Rates

1. This Memorandum of Agreement is based on negotiations held pursuant to Appendix 12 of the Collective Agreement between the parties, expiring December 31, 2021, and is subject to the definitions, principles and terms set out in the Collective Agreement.
2. This Memorandum of Agreement will become effective upon being signed by the parties. As per Appendix 12 of the Collective Agreement, this agreement will be presented to the BMERC so that recommendations can be appended into the Collective Agreement and implemented for the remaining period of the collective agreement.
3. The provisions of this Memorandum of Agreement will ensure that student wage rates are standardized across the Ontario Public Service for those covered by the Collective Agreement between the parties.
4. Students in post secondary Co-operative Programs will be paid a percentage of the entry level of the appropriate classification specified in the Collective Agreement, as follows:

Work Term	Percentage
1	60%
2	64
3	68
4	72
5	76
6	80

5. Students in Special Employment Programs shall be paid as follows:

October 1, 2017 \$11.60

In the event that there is a legislated increase to the minimum wage in Ontario and students in Special Employment Programs have a minimum hourly rate of pay that falls below the minimum wage, students in Special Employment Programs will receive the new hourly rate of pay.

6. Students in the Ontario/Quebec Summer Student Job Exchange Program shall be paid the rate negotiated with OPSEU prior to negotiations between the Ontario and Quebec Governments as follows:

February 1, 2005 \$10.00
March 31, 2010 \$10.25

7. Students hired into student positions shall be paid according to a two level job evaluation system. The framework for this system forms Appendix "A" to this agreement.
8. A student hired into a position established in the Regular Service shall be paid according to the classification range for that position. For greater clarity, this includes students backfilling a regular position during the incumbent's leave of absence and students filling a vacant regular position for a limited duration.
9. This agreement will represent settlement of any claims and grievances respecting student wage rates, save and except the individual grievances currently on file.

Dated this 1st day of April 2019.

For OPSEU:

For the Employer:

Appendix – A

Framework for Students Wage Rates

1. This framework will be submitted to the Joint System Sub-Committee for its use in developing a Student Job Evaluation System for all student positions to present to BMERC for agreement in accordance with Appendix 12 of the Collective Agreement expiring on December 31, 2021.
2. The primary factors underpinning the Student Job Evaluation System are Complexity, Skills/Knowledge and Supervision.

The Employer shall be guided by the factors prescribed by the *Pay Equity Act* in the development of the job evaluation system and shall adhere to all legislative requirements.

The provisions will also recognize the different skills levels required and types of employment opportunities for students in their employment within the Ontario Public Service.

LEVEL 1

Jobs under classification Level 1 will reflect work which is routine and limited in complexity. These jobs may require additional supervision (e.g., team lead) and do not require a special skill level.

LEVEL 2

Jobs classified at Level 2 will involve work that is more varied and complex in nature. The jobs typically require knowledge from a related area of study and an increased level of skills. These jobs require limited supervision as students are required to work independently. If the job requires a license or certificate (e.g., first aid certificate, equipment operator's license/certificate), it is automatically assigned to classification level 2.

3. Rates for these two levels are:

Effective October 1, 2017:

Level 1	\$11.60
Level 2	\$12.45

Effective January 1, 2018:

Level 1	\$14.00
Level 2	\$14.85

In the event that there is a legislated increase to the minimum wage in Ontario and students at Level 1 have a minimum hourly rate of pay that falls below the minimum wage, students at Level 1 will receive the new hourly rate of pay.

Students at Level 2 rate of pay shall be adjusted to an amount that is \$0.85 greater than the new Level 1 Student rate of pay.

4. It is understood that the job evaluation system and accompanying pay rates are not arbitrable, pursuant to the *Crown Employees Collective Bargaining Act*.

November 16, 1998

Tom Wood
Chief Negotiator
OPSEU
100 Lesmill Road
North York, Ontario

Dear Tom:

This will confirm that notwithstanding the Cooperative wage rate specified in section 4 of the Memorandum of Agreement concerning provisions for Student Wage Rates, the rate for a student in a post-secondary cooperative program shall not be less than \$8.25 per hour or the weekly equivalent.

Sincerely,

Nancy Fisher

**Revised June 24, 2005
RELOCATION OF OPERATION BEYOND
40 KILOMETRE RADIUS**

MEMORANDUM OF AGREEMENT

BETWEEN

**THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)
“the Employer”**

and

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
“the Union”**

IN THE MATTER OF:

Relocation of an Operation Beyond a 40 Kilometre Radius

The Employer and the Union herewith agree that, when a ministry decides to change an operation's headquarters to a location outside a forty (40) kilometre radius of that operation's current headquarters, the following terms and conditions will apply:

- (1) affected employees will be notified, in writing, of the ministry's decision to change the operation's headquarters location and the date when such change will take place;
- (2)
 - (a) employees may accept the change in headquarters location, in which case they will be eligible for reimbursement of relocation costs in accordance with the Employer's relocation policy; or
 - (b) employees may reject the change in headquarters location, in which case they will be given six (6) months' notice of lay-off pursuant to Article 20.2.1.3 (Notice and Pay in Lieu) and have full access to the provisions of Article 20 (Employment Stability) and Appendix 9 (Employment Stability) of the Collective Agreement.
- (3) if several employees hold the same position and fewer of their positions are required in the new headquarters location, the employees with the greatest seniority will be given the opportunity to go to the new headquarters location first.
- (4) it is understood that when an employee accepts the change in headquarters location in accordance with this Memorandum of Agreement, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

Agreed by the parties at the City of Toronto on this 9th day of July, 1996.

Revised October 30, 2015
SUCCESSOR RIGHTS

MEMORANDUM OF AGREEMENT

BETWEEN:

**THE CROWN IN RIGHT OF ONTARIO
(Management Board of Cabinet)
“The Employer”**

And

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)
“The Union”**

IN THE MATTER OF:

Successor Rights

WHEREAS the Government of Ontario has amended the *Crown Employees Collective Bargaining Act, 1993* to restore Successor Rights for Ontario government employees and their Bargaining Agents;

THEREFORE the parties agree to the following terms:

A) Sale of a Business

- 1) The parties agree that if the Employer determines that there is a “sale of a business” as defined in the *Labour Relations Act, 1995*, section 69, this determination will trigger the application of this article.
- 2) Where the Employer determines that there is a sale of a business, it is agreed that:
 - i. Appendices 9 and 18 of the Collective Agreement will not apply;
 - ii. The obligations of the Employer to Ontario Public Service employees who are affected by the sale shall be modified as set out in Appendix “A”; and
 - iii. Where the Employer determines that a transaction is a sale of a business, it shall indicate this in the request for proposal or the transfer agreement, whichever is applicable, and provide a copy of such

document to the Union.

B) Reasonable Efforts

- 3) Where there is a disposition or any other transfer by the Crown of bargaining unit functions or jobs pursuant to the Collective Agreement and the transfer does not constitute a sale of a business, the parties agree that the Appendices 9 and 18 of the Collective Agreement apply.

C) Dispute Resolution

- 4) Nothing in this agreement limits any rights that the Union may have to make an application to the Ontario Labour Relations Board.

APPENDIX “A” – OBLIGATIONS OF THE EMPLOYER TO EMPLOYEES AFFECTED BY THE SALE

Where a transaction is a sale of a business, the parties agree that the Employer shall have the following obligations to employees affected by the sale:

- The employment of employees who are transferred to the successor employer is not terminated or severed and the service and seniority of such employees shall be carried over to the successor employer. The Employer shall not be liable to any employees who are transferred to the successor employer for any payment of termination or severance pay, or any other entitlements or obligations under the Collective Agreement between the Employer and the Union. Notwithstanding the foregoing, the Employer shall provide such employees with payments, if any, in accordance with Article 53 or 78 accrued to employees with respect to employment up to the date of the transfer. Such payments under Articles 53 or 78 shall set off any future severance payments which may be owed by the successor employer to employees, in accordance with the Employment Standards Act.
- Affected employees who do not receive a job offer from the successor employer will be surplus as a result of the sale subject to the terms of the Collective Agreement between the Employer and the Union.
- The Employer will provide notice of the date of the sale to affected employees. Employees who choose to resign within nine (9) months after having received this notice but before receiving a job offer from the successor employer will forfeit all rights under the Collective Agreement between the Employer and the Union.
- Public Servants who refuse a job offer with the successor employer will be entitled to termination pay under article 53 or 78 of the Collective Agreement but will forfeit all other rights under the Collective Agreement between the Employer and the Union.

Revised February 26, 2009
FIXED-TERM EMPLOYEES

Letter of Understanding

Mr. Brian Gould, Chief Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Fixed-Term Category of Employee

Dear Mr. Gould,

The Parties agree that it is mutually beneficial to promote a workplace that provides work stability, opportunity and a commitment to deliver quality public services. With this in mind, it is in our common interest to address labour relations issues in a manner that places the emphasis on creative problem solving that leads to mutually beneficial solutions. Given that the use of a temporary workforce is an issue of importance to the union and the parties have recently worked together to improve opportunities for temporary workers in the OPS, it is in our mutual best interest to continue constructive dialogues on this matter.

The Parties also agree on the importance of retaining and promoting a skilled and adaptable workforce. It is therefore agreed that individual MERCs will work cooperatively to explore opportunities that will reduce the use of fixed-term workers or transition fixed-term employees to the Regular Service. This will be achieved through a regular review of fixed-term usage and meaningful discussion that is aimed at identifying prospects for reducing the size of the fixed-term workforce.

David Logan
Assistant Deputy Minister, Ministry of Government Services
HROntario

**APPENDIX 16
PAY FOR PERFORMANCE**

Deleted January 24, 2013

**APPENDIX 17
EXPIRATION FACTOR 80 PROGRAM**

Deleted January 24, 2013

Revised April 1, 2019

MEMORANDUM OF SETTLEMENT

between

Ministry of Government Services

And

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

1.0 Definitions: *(In this Agreement)*

Employer – The Employer is the Crown in Right of Ontario.

Receiving Employer – Any public or private sector Employer who has been designated in legislation or who is selected in another manner by the Crown to deliver services which were formerly delivered by Regular Employees.

Employee – Regular employees (in the Regular Service).

Transfer Agreement – An agreement or appendix of an agreement regarding human resource matters between the Crown in Right of Ontario and a Receiving Employer for a Schedule B transfer.

Enhanced Severance – A severance package of one (1) week's salary for every completed year of continuous service. If the entitlement to, or amount of enhanced severance pay is changed during current Collective Agreement negotiations, those changes shall be included in this agreement.

1.1 Scope

1.1.1 Any transfer agreements signed between the employer and a receiving employer and any agreements signed between OPSEU and the employer regarding specific transfers on or before the date of this Agreement shall remain binding and effective. Nothing in this Agreement shall be taken to amend such agreements. This Agreement is effective the date of signing.

1.1.2 This Agreement represents a full and complete interpretation of all matters arising under paragraphs 1, 4 and 5 of Appendix 9. All rights and obligations contained in paragraphs 1, 4, and 5 of Appendix 9 are governed by the provisions of this Agreement. Unresolved grievances filed before the signing date of this agreement will be resolved utilizing the dispute resolution processes in Article 4.2 or Article 8 as appropriate.

- 1.1.3 All future grievances related to paragraphs 1, 4 and 5 of Appendix 9 – Employment Stability, must be filed under a specific article(s) of this agreement. Such disputes shall be subject to the dispute resolution process in Article 4.2 or in the situation of an Agreement and RFP Review– Article 8.

1.2 Resolution of Outstanding Non-Appendix 9 Grievances

The parties agree to give priority consideration to resolve outstanding non-Appendix 9 grievances, on the GSB active list, at transfer sites. To this end, the parties agree that in the current process undertaken by the parties to address the grievance backlog, that any grievance, on the GSB active list, related to a transferring service will proceed to mediation first in each ministry and if no resolution through mediation, be given priority consideration when scheduling for arbitration.

1.3 Seniority Regulation

- 1.3.1 The Employer agrees to recommend to Cabinet that it make regulations pursuant to section 40 (1) of the *Public Sector Labour Relations Act 1997* providing that in the case of a sale, lease or other disposition, of all or part of a business of the Crown to a municipality or hospital listed on Appendix A, where a bargaining unit at such municipality or hospital includes employees after the transfer, who were employed in the Ontario Public Service immediately before the sale, lease or disposition, those employees shall be accorded seniority on the same basis as other employees in the bargaining unit and, without restricting the generality of the foregoing,

- a. If the Collective Agreement provides that seniority includes all periods of employment with the receiving employer, the employee's seniority shall include all periods of employment with the receiving employer and all periods of employment in the Ontario Public Service.
- b. If the Collective Agreement provides that seniority includes all periods of employment in the bargaining unit of the employer, the employee's seniority shall include all periods of employment in the bargaining unit and all periods of employment in the Ontario Public Service in a position having duties, responsibilities and other attributes such that, if the employment were with the receiving employer, the employee would have been a member of the bargaining unit.

- 1.3.2 In the event that the seniority regulation(s) recommended in respect of a specific transfer is not made, the Employer remains subject to paragraphs 1, 4 and 5 of Appendix 9 to the Collective agreement in respect of the employees in that specific transfer.

1.4 Acceptable Process for Grievances with Remedy Obligations

The parties agree that the remedy for the grievances listed in attached Appendix B will be determined through an expedited mediation/ arbitration process before a list of three (3) arbitrators agreed to by the parties.

2.1 OPSEU Pension Trust

Pursuant to paragraph 40 of the Sponsorship Agreement between OPSEU and Ontario, dated April 18, 1994, OPSEU and the Crown agree to amend the OPSEU Pension Plan to provide for continued membership in the Plan of former public servants for employment with an employer (“Employer”) who is not the Crown or a Crown agency in the following circumstances:

- (a) The member of the OPSEU Pension Plan was a former public servant in one of the six public service bargaining units represented by OPSEU under the *Crown Employees Collective Bargaining Act, 1993* immediately prior to terminating their public service employment,
- (b) The Plan member was employed at a psychiatric hospital operated by the Ministry of Health or employed in the Property Assessment Division of the Ministry of Finance immediately prior to terminating their public service employment,
- (c) The operations of a psychiatric hospital or the Property Assessment Division are transferred from the Crown to a receiving employer,
- (d) The exit of the Plan member from the OPS occurred as the result of the transfer of operations.
- (e) The receiving employer employs the member in the provision of those transferred operations,
- (f) The receiving employer agrees, prior to signing a first collective agreement with OPSEU after the transfer, to become a Participating Employer in the Plan in respect of some or all of the class of members to which subparagraph (e) applies,
- (g) The former public servant does not become a member of a bargaining unit which is covered by another pension plan/retirement arrangement, and;
- (h) The former regular employee’s position is not subsequently transferred to another employer that is not the Crown.

2.2 Employee Bidding

2.2.1 The employer shall pay OPSEU the amount of three hundred thousand dollars

(\$300,000) to be used by OPSEU with regard to employee bidding.

- 2.2.2 The parties agree that this payment meets all obligations now and in the future under Appendix 9 paragraph 5. Employees will continue to have the right to submit bids without any assistance, preferences or advantages from the Crown.

3.1 Union Member Time-off

- 3.1.1 For all transfers, union member time-off will be negotiated at the Ministry Employee Relations Committee (M.E.R.C) for the purpose of advising employees of their entitlements and to work with the employer to resolve workplace issues.

- 3.1.2 In the event an agreement cannot be reached at the M.E.R.C., the matter shall be referred to the dispute resolution process contained in Article 4.2 of this agreement.

- 3.1.3 Time off shall be with pay and no loss of credits.

3.2 Employees on LTIP and WSIB at the Time of the Transfer

- 3.2.1 The Parties agree that any employee directly affected by a transfer of work who have been in receipt of long term income protection or Workplace Safety & Insurance benefits for two (2) years or more at the time of the transfer will remain an employee of the Crown and be entitled to return to work and surplus provisions current at the time the employee is declared fit to return to work.

- 3.2.2 Any employee who is in receipt of long term income protection or Workplace Safety & Insurance benefits at the time of the transfer, and has been so for less than two (2) years, will also remain an employee of the Crown until the employee is declared fit to return to work. At that time the employee will be entitled Article 3.2.2.1, or 3.2.2.2, or 3.2.2.3 as appropriate.

- 3.2.2.1 If the transfer is a Schedule B transfer and an employee who has been in receipt of long term income protection or Workplace Safety & Insurance benefits for less than two (2) years is deemed fit to return to work, the employer will reach agreement with the receiving employer to offer the employee a position on the same basis as other Public Servants were offered positions, if a contract is still in place. Provisions of Article 6.0 apply, save and except that in default of election, employees will be excluded from the RFP.

- 3.2.2.2 If the transfer is a Schedule A or C transfer and an employee who has been in receipt of long term income protection or Workplace Safety & Insurance benefits for less than two (2) years is deemed fit to return to work, the

employee will have the opportunity to elect not to be included in the RFP prior to the time of issue. Article 5.0 or 6C as appropriate will apply, save and except that in default of election, employees will be excluded from the RFP. The employee's entitlement to surplus benefits or a job offer (if a contract is still in place) under those articles will only arise when the employee is fit to return to work.

3.2.2.3 If the transfer is a Schedule D transfer and an employee who has been in receipt of long term income protection or Workplace Safety & Insurance benefits for less than two (2) years is deemed fit to return to work, the employee will be entitled the surplus provisions current at the time the employee is declared fit to return to work.

3.2.3 Nothing in this agreement shall be taken to interfere with the employee's LTIP and WSIB claim/entitlement. Employees who have applied for LTIP or WSIB benefits and have not received approval of their claim will be treated the same as employees covered by Articles 3.2.2.1 or 3.2.2.2 or 3.2.2.3 as appropriate.

3.3 Employees on Leave of Absence at the Time of the Transfer

3.3.1 Any employee affected by a transfer on a leave of absence at the time of the transfer, may either elect to remain an employee of the Crown until the termination of the leave of absence, or return to work at the time of the transfer.

3.3.2 If the transfer is a Schedule B transfer, upon termination of the leave of absence, the employer will reach agreement with the receiving employer to offer the employee a position on the same basis as other Public Servants were offered positions, if a contract is still in place. Employees whose leave of absence terminates shall be entitled to the provisions of Article 6.0.

3.3.3 If the transfer is in Schedule A or C, the employee will have the opportunity to elect not to be included in the RFP. Article 5.0 or 6C.0 as appropriate will apply. The employee's entitlement to surplus benefits or a job offer (if a contract is still in place) under those articles will only arise upon termination of the leave of absence.

3.3.4 If the transfer is in Schedule D, the employee will be entitled the surplus provisions current at that time upon termination of the leave of absence.

Clarity Note: It is understood that an employee on maternity leave who accepts an offer will complete their pregnancy/parental leave as an employee of the Crown, under the terms of the collective agreement. The employee will commence employment with the receiving employer at the completion of the leave.

4.1 Monitoring Committee

The parties agree that the Ministry Employee Relations Committee will serve as a monitoring committee in Ministries affected by transfers of services. The purpose of monitoring is to provide for full and timely communications to all the parties in implementation.

4.2 Dispute Resolution Process

The parties agree that disputes that arise regarding the interpretation or application of this agreement that are unresolved in accordance with Article 22.2.1 will proceed as follows.

- (a) The parties agree to waive the Formal Resolution Stage of the grievance process.
- (b) The union agrees to assign one (1) member of the M.E.R.C. as a Dispute Resolution representative to deal with grievances under this agreement. The Employer shall also assign a management employee to deal with grievances under this agreement.
- (c) The grievor/union and the employer must set out all particulars related to the grievance in writing and provide to the identified Dispute Resolution representative within seven (7) calendar days of the filing of the grievance.
- (d) The representatives agree to meet with the affected parties within seven (7) calendar days of receipt of the written details of the grievance.
- (e) If the meeting fails to produce a resolution to the grievance, satisfactory to all involved parties, the complainant has seven (7) calendar days to request mediation-arbitration and advise the other party.
- (f) If the issue is referred to arbitration, the parties agree to prepare a Statement of Fact identifying the issue(s) in dispute within seven (7) calendar days.
- (g) A sole mediator-arbitrator will be assigned the dispute from a list of three (3) mediator-arbitrators mutually agreed upon by the parties.

The parties will exchange names of mediator-arbitrators and agree on a list of at least (3) mediator-arbitrators no later than thirty (30) days after the date of this agreement. Selection will be based on a rotational basis dependent upon the availability of the mediator- arbitrator to hear the issue within twenty-one (21) days of notification and to

respond within fourteen (14) days of the hearing.

- (h) The arbitrator will be a “mediator-arbitrator” and must first engage the parties in mediation efforts before making a final and binding decision, if necessary. Any mediation must occur within the twenty-one (21) days following notification of the grievance to the “mediator-arbitrator”.
- (i) The Mediator-Arbitrator will not have the authority to add to, modify or delete any part of this Agreement.
- (j) The fees and expenses of the mediator-arbitrator shall be divided equally among the participating parties to the dispute.
- (k) Time limits may be extended by mutual agreement.

5.0 Schedule A – Transfers through Tendering (Service Transfers)

5.1 In respect to the transfer of bargaining unit functions or jobs as the result of Schedule A transfers, the employees that the Employer determines will be included in the Request for Proposal (RFP), will be notified not less than ten (10) working days prior to the release of the RFP that their jobs will be included in the RFP and provided the opportunity to elect in writing within five (5) working days of being notified, not to be included in the RFP. In default of the election, the employee is deemed to be included in the RFP.

5.2 Employees who elect not to be included in the RFP will be declared surplus. The date of the surplus notice will be determined by the employer. Upon receipt of the surplus notice, the affected employee will exit the OPS immediately, these employees will receive only the benefits set out below:

(a) Receipt of surplus notice on or up to December 31, 2005

- (i) pay in lieu of notice in accordance with Article 20A.2 and
 - a) the greater of separation allowance in accordance with Article 20A.3
 - or
 - b) enhanced severance in accordance with paragraph 4 of Appendix 9
- and
- (ii) termination payments in accordance with Article 53 or 78.

(b) Receipt of surplus notice on or after January 1, 2006

- (i) pay in lieu of notice in accordance with Article 20.2
- and
- enhanced severance in accordance with paragraph 4 of

Appendix 9
and
(ii) termination payments in accordance with Article 53 or 78

Upon receipt of surplus notice, employees who elected not to be included in the RFP will not be entitled to any other benefits or rights under the collective agreement or this agreement, effective the date they exit the OPS. Notwithstanding the generality of the foregoing, upon receipt of surplus notice, these employees will have no other rights under Article 20 except for Article 20.14 and Article 20.18. Employees electing in advance to not be included in the RFP will also receive a sum equal to \$500.00 for the purpose of obtaining resume writing and career transition services.

- 5.3 For employees electing to be included in the RFP, the Employer shall include, in the RFP, the mandatory requirement that proponents must commit in their proposal to make job offers to all of the identified OPSEU regular employees. Such job offers shall be at a salary of at least eighty-five percent (85%) of the respective employee's weekly salary at the time of the issuance of the RFP and recognize the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff, job competition, severance and termination payments to the extent that they are provided in the proponent's workplace. Any payments made under article 53 or 78 of the Collective Agreement shall be set off against any calculation of severance pay under a collective agreement or term of employment with the receiving employer in respect of OPS service. Such payments under Articles 53 and 78 may be set off against severance payments under the *Employment Standards Act 2000* in accordance with that Act.
- 5.4 The parties agree the Employer will not be required to undertake Human Resource Incentive Fund (HRIF) negotiations with, or to provide any additional incentive funds to the receiving Employer or to include any HR Factor as a rated requirement in the evaluation of proposals for the purpose of improving the job offers made by the receiving Employer.
- 5.5 Employees included in the RFP and who do not accept a job offer under this provision will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 5.6 Employees who accept a job offer in accordance with Article 5.3 with a receiving employer will be deemed to have resigned effective the date they commence employment with the receiving employer, and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 5.7 The parties agree that the Employer's compliance with the provisions of

Article 5 meets its obligations under Appendix 9 paragraphs 1, 4 and 5 for the transfers listed in Schedule A.

6.0 Schedule B Transfers – Negotiated Transfer

- 6.1.1 For all Schedule B transfers, excluding those covered by Article 6.3, the employer will propose in negotiations with the receiving employer that job offers shall be at a salary of at least 100% of the respective employee's weekly salary at the time of the transfer and recognize the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff and job competition, severance and termination payments to the extent that they are provided in the proponent's workplace or if none, the OPS. Any payments made under Article 53 or 78 of the Collective Agreement shall be set off against any calculation of severance pay under a collective agreement or term of employment with the receiving employer in respect of OPS service. Such payments under articles 53 and 78 may be set off against severance payments under the *Employment Standards Act 2000* in accordance with that Act.
- 6.1.2 The Employer agrees that in any negotiations with the receiving employer it is to be understood that the employer will request that employees of the Crown who are transferred under Article 6.0 – Negotiated Transfers should not be required to serve a probationary period with the new employer.
- 6.2.1 In the event that a receiving employer does not fully agree to the request in article 6.1.1, including the matter of a probationary period, the employer may offer the receiving employer a financial incentive up to the amount that would have been payable as enhanced severance pay (calculated as provided in paragraph 4 of Appendix 9) to each employee affected by the transfer that the employer determines will be declared surplus, in order to secure or improve a job offer to the employee equivalent to a job offer as described in Article 6.1.1 above or to ensure where job offers are received from the receiving Employer for less than the full complement of employees identified by the Employer, that the receiving Employer offer employees jobs on the basis of seniority. The parties agree in no case will the employer be required to pay a financial incentive in excess of the maximum of enhanced severance for the affected employees.
- 6.2.2 The parties further agree that the employer is not required to enter into any discussions or negotiations with bargaining agents in the receiving employer's workplace, nor is the employer required to offer any financial incentive either directly or indirectly through a receiving employer to a bargaining agent in the receiving employer's workplace.
- 6.3 The parties agree that where there is an existing collective agreement(s) in the receiving employer's workplace, under which employees accepting job offers

are to be included, the salary, terms and conditions of employment (with the exception of any agreement that may be reached with the receiving employer concerning probationary periods) contained in the receiving employer's collective agreement(s) will apply to employees accepting job offers. Notwithstanding the foregoing, the Employer will negotiate wages and working conditions as per Article 6.1.1 for employees of a Psychiatric Hospital whose work is transferred to a public hospital pursuant to a recommendation of the Health Sector Restructuring Commission accepted by the Minister of Health.

- 6.4 Employees who accept a job offer in accordance with Article 6.1.1 with a receiving employer will be deemed to have resigned effective the date they commence employment with the new employer, and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 6.5 If an employee refuses a job offer which provides a salary of at least eighty-five percent (85%) of the respective employee's weekly salary at the time of the transfer and recognizes the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff, job competition, severance and termination payments to the extent that they are provided in the proponent's workplace, the employee shall be deemed to have resigned effective the date of the transfer of their job and no other provision of the collective agreement will apply except for Article 53 or 78 (Termination Pay).
- 6.6 Where the salary of the job offered by the receiving employer is less than eighty-five percent (85%) of the employee's current weekly salary, or if the employee's service or seniority are not carried over to the receiving employer, the employee may decline the offer. In such a case, the employee may exercise the rights prescribed by Article 20 (Employment Stability) and/or paragraphs 2 to 5 of Appendix 9. The employee must elect whether or not to accept employment with the receiving employer within three (3) days of receiving an offer. In default of election, the employee shall be deemed to have accepted the offer.
- 6.7 The parties agree that the Employer's compliance with the provisions of Article 6.0 meets its obligations under Appendix 9 paragraphs 1, 4 and 5, for the transfers listed in Schedule B.
- 6.8 In the event that the Employer fails to secure a waiver of a probationary period, any employee who accepts a job offer and is dismissed by a receiving employer during a probation period, will be reinstated and treated in the same manner as if they had not accepted an offer. No compensation will be payable for any reduction in wages and benefits received while in the employ of the receiving employer.

6C.0 Schedule C Transfers through Tendering (Service Restructuring)

6C.1 In respect to the transfer of bargaining unit functions or jobs as the result of Schedule C transfers, the employees that the Employer determines will be included in the Request for Proposal (RFP), will be notified not less than ten (10) working days prior to the release of the RFP that their jobs will be included in the RFP and provided the opportunity to elect in writing within five (5) working days of being notified, not to be included in the RFP. In default of the election, the employee is deemed to be included in the RFP.

6C.2 Employees Right to Opt Out of RFP

Employees who elect not to be included in the RFP will be declared surplus. The date of the surplus notice will be determined by the employer. Upon receipt of the surplus notice, the affected employee will exit the OPS immediately, these employees will receive only the benefits set out below:

- (a) **Receipt of surplus notice on or up to December 31, 2005**
 - (i) pay in lieu of notice in accordance with Article 20A.2 and
 - a) the greater of separation allowance in accordance with Article 20A.3
 - or
 - b) enhanced severance in accordance with paragraph 4 of Appendix 9
 - and
 - (ii) termination payments in accordance with Article 53 or 78.
- (b) **Receipt of surplus notice on or after January 1, 2006**
 - (i) pay in lieu of notice in accordance with Article 20.2 and enhanced severance in accordance with paragraph 4 of Appendix 9
 - and
 - (ii) termination payments in accordance with Article 53 or 78

Upon receipt of surplus notice, employees who elected not to be included in the RFP will not be entitled to any other benefits or rights under the collective agreement or this agreement, effective the date they exit the OPS. Notwithstanding the generality of the foregoing, upon receipt of surplus notice, these employees will have no other rights under Article 20, except for Article 20.14, and Article 20.18. Employees electing in advance to not be included in the RFP will also receive a sum equal to five hundred (\$500.00) for the purpose of obtaining resume writing and career transition services.

6C.3.1 For employees electing to be included in the RFP, the Employer shall include, in the RFP, the mandatory requirement that proponents must commit in their proposal to make job offers to the identified OPSEU regular employees for

100% of the positions, in the receiving employer's workplace, which are created as a result of the RFP.

- 6C.3.2 If less employees elect to be included in the RFP than the full complement of positions created, the proponent must make job offers to all employees electing to be included in the RFP.
- 6C.3.3 If more employees elect to be included in the RFP, in accordance with Article 6C.1, than the full complement of positions created by the RFP, the proponent must make job offers on the basis of seniority. Employees may decline job offers in descending order of seniority until the number of persons who have declined job offers is equal to the difference between the number of employees in the RFP and the number of positions created by the RFP. These employees will be entitled to all rights and entitlements in Article 6C.2.
 - 6C.3.3.1 Other employees who decline job offers to the extent that the full complement of positions created cannot be filled, will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 6C.3.4 Such job offers shall be at a salary of at least eighty-five percent (85%) of the respective employee's weekly salary at the time of the issuance of the RFP and shall recognize the service and seniority in the Ontario Public Service (OPS) of each employee for the purpose of qualification for vacation, benefits (except pension), layoff, job competition, severance and termination payments to the extent that they are provided in the proponent's workplace.
- 6C.3.5 Any payments made under article 53 or 78 of the Collective Agreement shall be set off against any calculation of severance pay under a collective agreement or term of employment with the receiving employer in respect of OPS service. Such payments under articles 53 and 78 may be set off against severance payments under the *Employment Standards Act* in accordance with that Act.
- 6C.4 The parties agree the Employer will not be required to undertake HRIF negotiations with, or to provide any additional incentive funds to the receiving Employer or to include any HR Factor as a rated requirement in the evaluation of proposals for the purpose of improving the job offers made by the receiving Employer.
- 6C.5 Employees included in the RFP and who do not accept a job offer under this provision, with the exception of employees covered by Article 6C.3.3, will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).
- 6C.6 Employees who accept a job offer in accordance with Article 6C.3.4 with a receiving employer will be deemed to have resigned effective the date they

commence employment with the new employer, and no other provisions of the Collective Agreement will apply except for Article 53 or 78 (Termination Pay).

6C.7 The parties agree that the Employer's compliance with the provisions of Article 6C.0 meets its obligations under Appendix 9 paragraphs 1, 4 and 5 for the Schedule C transfers.

7.0 Schedule D Transfers (Transfers not Included in Schedule A, B and C)

7.1 In respect to all other dispositions or transfers of bargaining unit jobs or functions involving transfers not included in Schedule A, B and C, occurring during the term of this Agreement, affected employees will be surplus as a result of the transfer or disposition subject to the terms of the collective agreement. The date of the issuance of the surplus notice will be determined by the Employer.

7.2 The parties agree that the employer's compliance with the provisions of Article 7.0 meets all obligations under Appendix 9 paragraphs 1,4 and 5 for the transfers not listed in Schedule A, B, or C.

8.0 Agreement and RFP Review

8.1 All disputes arising out of Article 5.0, 6.0 or 6C.0 must be determined pursuant to Article 8.0. Any other grievances under this agreement will go through the dispute resolution process in Article 4.2

8.2 When the Employer releases a tender under Schedule A or C, the Employer agrees that OPSEU will be provided with a copy of the RFP that the Ministry has released. If OPSEU believes that the tender is not in compliance with either Article 5.0 or Article 6C.0 as appropriate, OPSEU may refer the matter to mediation/arbitration and the matter must be resolved fifteen (15) days prior to the closing of the tender.

8.3 When the employer signs a transfer agreement with a hospital, municipality or other employer in respect to transfers under Schedule B, the employer agrees that OPSEU will be provided with a copy of the transfer agreement that the employer has signed with the municipality, hospital or other receiving employer. If OPSEU believes that the transfer agreement is not in compliance with Article 6.0, OPSEU may refer the matter to mediation/arbitration within a seven (7) calendar day time period and the matter must be resolved within that time period.

8.4 Arbitration – Placement of a transfer on a schedule

8.4.1 The Parties agree that the determination of the method and/or manner, and the quantity and timing of the transfer of any service to a service provider other than the Crown is at the discretion of the Employer and shall be deemed to be in accordance with Article 2.1 of the collective agreement.

8.4.2 The Parties agree that before the Employer places a transfer on Schedule D (Other Transfers), it will notify the Union of its intentions. If OPSEU disputes the placement of the transfer on Schedule D, then the following procedure will apply:

- (i) OPSEU will have seven calendar (7) days after being notified to grieve and fully resolve the placement of the transfer on Schedule D (Other Transfers);
- (ii) The sole criterion for placing a transfer of a function or work, from a specific program area, in Schedule D is whether, in the judgement of the Ministry based on operational needs, a single receiving employer would create less than eleven (11) full-time bargaining unit related jobs. The jobs must be created in the single receiving employer's workplace, as a result of the transfer of the function or work, in the thirty (30) calendar day time period immediately following the transfer of the work. All of a receiving employer's worksites within a single municipality shall be considered one workplace in Article 8.4.2 ii.
- (iii) Where it is determined that the transfer should not have been placed on Schedule D, the employer can only be required to remove the transfer from Schedule D. The determination of which of the schedules (A, B, or C) the transfer will be moved to, will be made in accordance with paragraphs 8.4.1.

9.0 Remedy

The parties agree that in the event of an alleged violation of this agreement that the issue(s) in dispute shall be resolved through binding arbitration as defined elsewhere in this agreement. The parties agree that Arbitrator(s) deciding grievances related to paragraphs 1, 4 and 5 of Appendix 9 filed prior to this agreement should consider in addition to any other considerations, the interpretations of the employer's obligations under paragraphs 1,4 and 5 Appendix 9 provided by this agreement.

10.0 Term

The terms of this memorandum of agreement and the reasonable efforts obligations in Appendix 9 will continue until such time as the terms of the

next collective agreement cease to apply.

11.0 Psychiatric Hospitals

- 11.1 In order to ensure there are votes in appropriate circumstances and that OPSEU is on the ballot, the Employer will recommend to Cabinet that a regulation be passed by January 22, 1999 which will apply the *Public Sector Labour Relations Transition Act 1997* pursuant to S.10 of that Act, when all or a substantial part of the work of the psychiatric hospital is transferred from the Crown to a public hospital where the employees doing that work would fall within the scope of a preexisting bargaining unit at the receiving hospital. The regulation will specify the transfer date as the changeover date and the public hospital and the Crown as predecessor employers.
- 11.2 If the aforementioned regulation is not passed by January 22, 1999, or an agreed extension, then this agreement is voidable at the union's option.

Dated and signed at TORONTO, Ontario, this 20th day of January 1999.

FOR THE EMPLOYER
(The Crown in Right of Ontario)

FOR THE UNION
(OPSEU)

The parties agree to the following placement of transfers of Schedules A, B, C, and D. Future placements shall be determined in accordance with Articles 8.4.1 and 8.4.2

Schedule A – Transfers through Tendering (Service Transfers)

Subject to Article 5.0

Including but not limited to:

(Employees may opt out of Tender in advance)

MCSS– Young Offender Facilities (Remaining Five)

MTO – Area Maintenance Contracts

MET – E.C. Drury Cleaning

Schedule B – Negotiated Transfers

Subject to Article 6.0

Including but not limited to:

(Current salaries and jobs proposed)

MCSS – Selected Social Assistance and Child Care Transfer Sites

MOH – Provincial Psychiatric Hospitals

MOF – Property Assessment

MAG – Selected Provincial Offences Act Transfer Sites

MMAH – Social Housing

MOH – Land Ambulance

Schedule C – Transfers through Tendering (Service Restructuring)

Subject to Article 6C.0

Including but not limited to:

(Employees may opt out of Tender in advance)

Hypothetical example for discussion purposes only:

All Ministries Affected – Service call centres

Schedule D Other Transfers not listed in Schedules A, B or C

Subject to Article 7.0

Including but not limited to:

(Employees receive pay in lieu and enhanced severance)

MSGCS – Ontario Government Protective Services

All Ministries Affected – Service Ontario

MCSS – Selected Social Assistance and Child Care Transfer Sites

MCSS – Developmental Services

MTO – Managed Outsourcing

MTO – Ontario Transportation Capital Corporation (407)

Schedule D cont'd:

MTO – Quality and Standards

MTO – Highway Transfers (Gone)

MOL – Radiation Protection Laboratory

MTO – Dissolved Local Roads Boards

MAG – Public Guardian & Trustee

MAG – Selected Provincial Offences Act Transfer Sites

MTO – Equipment Repair and Garage Closures

December 14, 1998

APPENDIX A

1. Public Hospitals which have received the transfer of all or a substantial part of a psychiatric hospital from the Crown.
2. Municipalities to which the Crown has transferred employees under this Agreement.

Revised April 1, 2019
ONTARIO INTERNSHIP PROGRAM

MEMORANDUM OF AGREEMENT

between

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

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION

Preamble:

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

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

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

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

The parties hereby agree as follows:

1. This agreement is intended to facilitate the implementation of the Corporate Internship Program within the OPS.
2. For the duration of this agreement the Crown will recruit for the Ontario Internship Program in total, up to one hundred and fifty (150) (with no obligation to reach this number) post secondary graduates each fiscal year. The nature of the work performed in the individual rotational assignment will determine whether the intern falls within the scope of OPSEU, AMAPCEO or Management/Excluded. For clarity, no more than twenty percent (20%) of the total one hundred and fifty (150) recruited for the Ontario Internship Program shall fall within the scope of the OPSEU Correctional Bargaining Unit.
3. Interns will be hired by TBS on fixed-term contracts for a period of up to two (2) years. Compensation will begin at the appropriate entry level rate for interns and

reflect the developmental and training nature of the rotational assignments. However, where the selected candidate is in the Regular Service, they may be assigned on a temporary assignment basis for a period of up to two (2) years while continuing to retain their Regular employment status. Despite any other articles related to temporary assignments and/or pay administration in the collective agreement, compensation for the intern temporary assignment will begin at the appropriate entry level rate for interns and reflect the developmental and training nature of the rotational assignments.

4. As training opportunities, the internship appointments will not be considered as vacant or new positions which otherwise require posting in accordance with the collective agreement.
5. The Parties agree that Article 31A.15 of the Collective Agreement does not apply to the internship assignments or interns.
6. Interns will be entitled to apply to restricted competitions for twelve (12) months after the expiry of their final contract with the Ontario Internship Program. It is understood that the positions posted will have previously cleared surplus.
7. Each year, the Employer will advise OPSEU of the internship assignments that the Employer has identified as being excluded from the bargaining unit. Where new assignments are considered, the Employer will advise OPSEU in a timely manner.
8. The Employer agrees to report the total number of interns to the Bi-Ministry Relations Committee (BMERC) quarterly.
9. The Employer agrees to consult with OPSEU through the Bi-Ministry Employee Relations Committee on issues which arise through the operation of the Corporate Internship Program.
10. Internship assignments will not:
 1. Include the non-trivial work of an OPSEU employee in the work unit who has been designated surplus or an OPSEU position that has been abolished in a work unit within the preceding 24 months.
 2. Be in work units under pre-notice of layoff under Article 20. When a pre-notice occurs within the work unit, any intern in the work unit will be reassigned.
 3. Substitute for the recruitment of an OPSEU position.
 4. Adversely affect direct assignment/recall opportunities of employees in the bargaining unit.
- 11.1 Disputes that arise respecting this agreement and the exclusion of internship assignments shall be resolved by mediation/arbitration in an expeditious and informal

manner without prejudice. The mediator/ arbitrator shall have all powers of an arbitrator under the Crown Employees Collective Bargaining Act.

11.2 The parties shall appoint a mediator / arbitrator from the following list:

Ken Petryshyn
Deborah Leighton

11.2.1 If the parties are unable to settle the dispute in mediation, the mediator/ arbitrator shall endeavour to assist the parties to agree upon the material facts in dispute and then shall determine the dispute by arbitration.

11.2.2 When determining the dispute, the mediator/arbitrator may limit the nature and the extent of evidence and submissions and may impose such conditions that the mediator/arbitrator considers appropriate.

11.2.3 The mediator/arbitrator shall be requested to make a decision within five days, but no later than ten (10) days after completing proceedings on the dispute submitted to arbitration.

11.3 The fees and expenses of the mediator/arbitrator shall be divided equally among the parties.

12. The term of this agreement shall continue from the date of signing until the expiry of the Collective Agreement.

Signed at Toronto, Ontario this 1st day of April, 2019.

LETTER OF UNDERSTANDING

between

**THE CROWN IN RIGHT OF ONTARIO
(MANAGEMENT BOARD OF CABINET)
“the Employer”**

And

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
“the Union”**

IN THE MATTER OF Certain Pension Issues

The Parties have agreed to certain understandings regarding pension matters, as follows:

It is understood that, while pension issues are bargainable, the Sponsorship Agreement, the Pension Plan, the Trust Agreement, and any other ancillary documents concerning the Pension Plan do not form part of the Collective Agreement.

Signed this 24th day of June, 2005

ENHANCED RECRUITMENT INITIATIVE PROGRAMME

MEMORANDUM OF AGREEMENT OF EQUAL OPPORTUNITY

Between

**THE CROWN IN RIGHT OF ONTARIO
(Ministry of Government Services)
("The Employer")**

– and –

**ONTARIO PUBLIC SERVICE EMPLOYEES UNION
("OPSEU")**

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

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

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

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

AND WHEREAS the parties have completed a one-year pilot project to enhance access to competition for the members of the Five Community Groups;

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

THEREFORE, the parties agree as follows:

1. The parties hereby create a project, the Enhanced Recruitment Initiative Programme ("ERIP"), designed to forward the goals described above.
2. The ERIP is triggered where 5 or more full-time permanent vacancies are posted for

a specific OPSEU bargaining unit job (“the Multiple Vacancy Opportunity”).

3. OPSEU will be provided with advance notice of each Multiple Vacancy Opportunity. Once OPSEU has received such notice, and within 5 working days of receipt of such notification, OPSEU will identify to the Employer which, if any, of the five Community Groups should be omitted from ERIP.
4. The ERIP will focus on Multiple Vacancy Opportunities available for:
 - (i) opportunities for fixed-term employees to become regular employees;
 - (ii) opportunities for external candidates to join the OPS.

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

5. The Employer will designate an MGS Administrator for the purpose of this Memorandum.
6. The role of the OPSEU Co-ordinator will be to provide information and advice to the Employer on whether certain of the Five Community Groups need not to be targeted with respect to a particular Multiple Vacancy Opportunity and shall provide information and advice regarding the appropriate advertising content and forum in which advertisements should be placed so that they are likely to come to the attention of the members of the relevant Five Community Groups in any particular area for a particular Multiple Vacancy Opportunity.
7. The MGS Administrator will receive the advice and opinion of the OPSEU Co-ordinator, as described in paragraph 7 above, and will consider, in good faith, those opinions and advice. This term in no way limits the job duties or responsibilities of the OPSEU Co-ordinator, which are within OPSEU’s discretion but are not subject to the terms of this agreement.
8. Whenever there is a Multiple Vacancy Opportunity, the MGS Administrator will advise the OPSEU Co-ordinator of the initiatives taken, if any, under the ERIP and, following job competitions for Multiple Vacancy Opportunities, will provide the OPSEU Co-ordinator with the names of the successful candidates within one week of the award of each position within the Multiple Vacancy Opportunity.
9. The parties agree to discuss broad issues relating to the application of this Agreement at the Bi-Ministry Employee Relations Committee.
10. This Memorandum expires on the expiry of the Collective Agreement.

Dated this 1st day of April 2019.

For the Union

For the Employer

APPENDIX 22 RECOGNITION FUND

Deleted January 24, 2013

Revised: April 1, 2019

INNOVATION FUND

May 5, 2002

Ms Leah Casselman
President
OPSEU

Dear Ms Casselman:

Re: Innovation Fund

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

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

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

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

Yours truly,

Kevin Wilson
Assistant Deputy Minister
Human Resources Division

APPENDIX 24

Deleted April 1, 2019

APPENDIX 25

**CONVERSION
PART-TIME FIXED-TERM**

May 5, 2002

Ms. Leah Casselman,
President,
OPSEU

Dear Ms. Casselman,

Re: Conversion of part-time fixed-term employees

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

Yours very truly,

Elizabeth McKnight,
Director, Corporate Labour Relations

APPENDIX 26 SALARIES – UNCLASSIFIED

Deleted February 26, 2009.

APPENDIX 27 TERM CLASSIFIED POSITIONS

Deleted February 26, 2009.

APPENDIX 28 BENEFIT PLAN

Deleted January 24, 2013

APPENDIX 29 MINISTRY EMPLOYEE RELATIONS COMMITTEE

Deleted April 1, 2019

APPENDIX 30 WORKLOAD

Deleted January 24, 2013

**June 24, 2005
ARTICLING STUDENTS**

Letter of Understanding

Mr. Terry Baxter, Chief Negotiator
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Articling Students

Dear Mr. Baxter,

This will confirm our understanding arrived at during collective bargaining that, effective the date of ratification, any articling student hired from and after that date will not be included within the OPSEU bargaining unit, but will instead be covered by the ALOC/OCAA Framework Agreement.

Yours truly,

Elizabeth McKnight
Director, OPSEU Negotiations
Centre for Leadership and Human Resource Management

APPENDIX 32 FLEXIBLE PART-TIME STAFF

Deleted - April 1, 2019

APPENDIX 33 UNCLASSIFIED EMPLOYEES

Deleted – February 26, 2009.

Letter of Understanding

Ms. Gissel Yanez
OPS Negotiator, OPSEU
Ontario Public Service Employees Union
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Classification System

Dear Ms. Yanez,

This will confirm certain understandings reached during collective bargaining regarding the classification system.

Both parties recognize that the current classification system is outdated and requires revision. Previous attempts to design a new system have been unsuccessful, and it is recognized that any such undertaking, because of its size and complexity, must be addressed with a large measure of care, deliberation and commitment.

Both parties recognize that the OPS Pay Equity Plan must be maintained, and that all work should be valued on the basis of skill, effort, responsibility and working conditions.

With these principles in mind, the parties agree to the following:

Development and Testing

1. As soon as possible and not less than four months after ratification, the Employer shall retain a consultant to advise and assist in developing a work plan for the design, development and implementation of a gender-neutral new classification system for each bargaining unit, and develop two pay equity plans, one for each bargaining unit. Provided that the Union agrees to abide by the Employer's procurement rules, the Union shall be entitled to have input into the selection of the Consultant. The parties shall attempt to come to consensus regarding the selection of the Consultant, failing which the Employer shall make the selection.

Joint Working Group (JWG)

2. Within one month of ratification, the parties will establish a Joint Working Group, consisting of three (3) persons appointed by each party, to:
 - a. Provide input and recommendations into the design of the job evaluation systems (JES) and workplan;
 - b. Review and identify job classes with a view to the definition of job class in the Pay Equity Act. The JWG shall make every effort to complete this work within four months of ratification;
 - c. Identify benchmark jobs and develop a testing process with the Consultant;
 - d. Review and provide input into job descriptions for the benchmark jobs prepared by the Employer;
 - e. Review and test the systems recommended by the Consultant;
 - f. Provide input into the customization of the systems based on the testing results;
 - g. Assess methods of ensuring pay equity compliance, including a pay equity maintenance process.
3. It is understood that the joint working group shall not deal with any salary issues.
4. The parties shall attempt to reach consensus on the final design of the JES and will make every effort to complete the development and testing of the new systems within eight months of hiring the consultant.
5. The parties may agree to use a facilitator to assist the Joint Working Group in identifying, reviewing and addressing various issues.
6. Should the parties not reach consensus, either party may proceed with whatever steps are required to ensure compliance with the *Pay Equity Act*.
7. The Employer agrees to release two (2) employees in the bargaining unit for a period of up to twelve (12) months, with no loss of regular pay or credits, for the purpose of participation on the Joint Working Group. This period may be extended by mutual consent.

Job Information Gathering and Job Evaluation

8. After testing and customization of the systems, the Employer will prepare generic job descriptions from input gathered from a sample group of incumbents in benchmark job classes, to cover the work of each job class, and shall initiate the evaluation of jobs and job classes based on the new systems.

9. The Employer undertakes to make every effort to complete the development and evaluation of generic job descriptions for all job classes in the two bargaining units within the term of the Collective Agreement.
10. The parties shall first address pay equity requirements and shall then proceed to discuss the application of the JES to all job classes in the two bargaining units.

General

11. The following Pay Administration rule pertains only to employees moving from the current job classification system into the new job evaluation/ classification system
 - An employee whose current salary is above the maximum of the new salary range for their position shall maintain their current salary until the maximum of the new salary range exceeds their salary, at which time the employee is entitled to salary progression. For clarity the employee will not be entitled to receive across the board increases, if any, while their salary is above the new maximum of the new salary range.
12. Nothing in this agreement should be interpreted as management waiving its rights to manage the classification system. Similarly, nothing in this agreement should be interpreted as waiving the legal rights of the Union and employees.

Bi-Ministry Employee Relations Committee - BMERC

13. To assist in addressing the current backlog of classification grievances, the Employer will agree to release two (2) employees in the bargaining unit for a period of twelve (12) months, with no loss of regular pay or credits, for the purpose of assisting in having the current backlog dealt with by the BMERC. The parties undertake to expedite the consideration of all outstanding classification grievances by the BMERC as soon as possible and will cooperate to ensure that this is done.

To this end the committee will:

- a. first review and finalize a list of all grievances received by the Employer up to the date of ratification, and group similar grievances together;
- b. ensure grievances reviewed by the committee are valid classification grievances; grievances requiring changes to class standards or the job evaluation system as a remedy will be referred to the Joint Working Group of the Job Evaluation project and as such will be considered closed;
- c. establish within thirty (30) days of the first meeting, a schedule for the review of all classification grievances for the finalized list for the backlog; to be reviewed within twelve months of the first meeting.

14. The parties agree to the appointment of Gerry Lee as a mediator to assist in expediting consideration of the outstanding disputes and in resolving them.
15. The parties agree to a moratorium on any new classification grievances or complaints during the term of the collective agreement.

Yours truly,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

APPENDIX 35

INSULIN PUMPS

Deleted January 24, 2013

APPENDIX 36

REASONABLE EFFORTS COMMITTEE – DS FACILITIES

Deleted January 24, 2013

APPENDIX 37

**June 24, 2005
PAY EQUITY ADJUSTMENTS**

PAY EQUITY ADJUSTMENTS

The following adjustments are effective July 1, 2004. These adjustments shall be applied prior to any across the board increases.

<u>Classes:</u>	<u>Add to each step:</u>
Cartographic Technician 1, 2, 3	90¢ ninety cents
Dental Assistant	89¢ eighty-nine cents
Hairdresser	92¢ ninety-two cents
Lab Attendant 1, 2	10¢ ten cents
Operator 1, 2, 3, 4 Microfilm	90¢ ninety cents
Pharmacy Technician 1, 2	90¢ ninety cents
Psychometrist 1	
January 1, 2005	54¢ fifty-four cents
January 1, 2006	\$1.40 one dollar and forty cents

It is agreed that these adjustments resolve any pay equity issues to date.

Revised January 24, 2013
INFORMATION AND INFORMATION TECHNOLOGY

1. For the purposes of this section, “Information & Information Technology” is defined as any activity which involves the investigation, analysis, planning, acquisition, design, development, implementation, operation and maintenance of information technology, the management of information including the security of that information and/or the automation of business processes.
2. For purposes of this section, a “non-public servant” is:
 - i. A person who has not been appointed by the Public Service Commission; and
 - ii. who is engaged to perform work related to Information & Information Technology.
3. Persons employed or engaged by a supplier of I and IT equipment, hardware or software who are performing work in relation to the installation, maintenance and support of that equipment, hardware or software shall not be considered “non-public servants” for the purposes of this section. There shall be no restriction regarding their use, and they shall not otherwise be covered by the terms of this section, nor the reporting requirements in paragraph 6.
4. The use of a non-public servant to perform bargaining unit work does not constitute a violation of the Collective Agreement.
5. Non-public servants, while in the workplace, shall not perform duties normally performed by employees in the bargaining unit if it directly results in the lay-off of a bargaining unit employee.
6. Every six (6) months, the Employer will provide OPSEU with a report including the following data relating to all non-public servants as defined in paragraph 2 who perform OPSEU bargaining unit work requiring regular attendance at one or more sites controlled by the Employer:
 - i. The name of the non-public servant;
 - ii. The workplace regularly attended by the non-public servant;
 - iii. The role and level for which the non-public servant is engaged;
 - iv. The start date of the engagement of the non-public servant;
 - v. The end date or anticipated end date of engagement of the non-public servant;

and

- vi. The number of days worked during the reporting period.
7. At the time of providing the report, and for the period of the report, the Employer shall pay to the Union a payment for each day of work performed by the non-public servant performing OPSEU bargaining unit work identified in the report. The formula for such payment shall be as follows: 1.4% of the daily average of the salary maximum for the Systems Officer series multiplied by the number of days worked set out at paragraph 6 of the Report.
8. The parties agree to implement the terms found in Appendix A IT Source Resource Pool and I&IT Enterprise Recruitment.

Appendix A

IT Source Resource Pool and I&IT Enterprise Recruitment

The Employer will be engaging in a substantial amount of recruitment for I and IT professionals within the I&IT enterprise;

Therefore, the parties consider the following terms to be appropriate for the establishment and operation of IT Source and the recruitment of I and IT professionals within the I&IT enterprise, which includes the Office of the Chief Information and Information Technology Officer and the IT clusters reporting to it, but does not include the program areas of the Ministries:

1. Purpose of IT Source

IT Source will manage a mobile pool of I and IT professionals who will be deployed to projects and assignments across the I&IT Enterprise across the province.

2. Deployment to Different Projects and Assignments

- (a) It is understood that the employees employed by IT Source will be deployed to different projects and assignments located within different clusters, Ministries or branches throughout the OPS. For the purposes of the collective agreement, these positions will be deemed to be deployed on a province-wide basis.
- (b) It is agreed that these deployments are assignments of work made at the discretion of the Employer and do not constitute vacancies under Article 6; temporary assignments under Article 8; change in headquarters under Article 11; temporary positions or assignments pursuant to article 20.3 or 20.8; or a relocation of a position under Appendix 13.

- (c) Notwithstanding paragraph (b), if an assignment is of a sufficient duration, the Employer may determine if a change in headquarters is appropriate in the particular circumstances.

3. Managerial Direction

- (a) I and IT professionals employed in IT Source will report to a Manager within IT Source.
- (b) It is understood that the deployment to different projects and assignments may require the employee to receive direction regarding the project or assignment from a manager other than the employee's manager within IT Source and that such manager may provide input into any performance evaluation for the employee.

4. Travel

- (a) It is understood that it will be a condition of employment for all I and IT professionals employed in IT Source that they may be deployed to projects or assignments throughout Ontario.
- (b) The parties agree that the Employer's *Travel, Meal and Hospitality Expenses Directive* will apply to any travel required as a result of the deployment of the employee.

5. Mandatory Enhanced Security Clearance

It is understood that an enhanced security clearance may be required as a condition of employment for I and IT professionals employed in IT Source.

6. Posting and Filling vacant positions

It is agreed that all vacancies for positions within the I&IT enterprise, including IT Source, will be posted and filled in accordance with the provisions of Article 6, subject to the following:

- (a) The Employer may use a mass centralized recruitment approach to fill vacancies for positions within the I&IT enterprise.
- (b) With respect to vacancies set out in paragraph (a) above, in addition to the posting requirements under Article 6.1.1, 6.1.2 and 6.2, the Employer may post potential permanent and/or temporary opportunities within respective I&IT job families that may exist over the next 18-month time period. The posting shall state the duties, nature and title of the position(s), qualifications required, full or part time status, permanent or temporary status, bargaining unit status, hours of work schedule, salary ranges of the classifications within

the job family and travel expectations of the opportunities within that job family. The Employer shall have identified on the original posting that it may be used to fill positions in the job family that may occur over the 18 month time period, following the closing of the posting. The posting period will be for at least ten days prior to the established closing date. This closing date may be extended should the employer determine that there is an insufficient number of potential qualified candidates.

- (c) If the Employer posts in accordance with paragraph (b), it will establish an eligibility list of qualified candidates for each classification level within each job family based on the results of a competitive process. The parties agree that the development of eligibility lists will be accordance with Articles 6.3.
- (d) The Employer shall advise candidates of their individual rank order upon the completion of the competitive process under paragraph (b).
- (e) The Employer will hire qualified candidates from the eligibility lists for each classification level within each job family developed under paragraph (b) in accordance with Article 6.1.2. Should the most qualified employee elect not to accept the job offer, that employee shall remain eligible and retain their rank for further offers under this process.
- (f) The Employer shall obtain a valid surplus clearance number prior to filling a position under paragraph (e).
- (g) Where the Employer posts in accordance with paragraph (b) and if no qualified applicants accept a job offer for a specific position made pursuant to this process, then the Employer shall provide new or existing candidates internal to the OPS with the opportunity to participate in a restricted competitive process. The process shall be held in accordance with Article 6 of the collective agreement, with the modification that the Employer shall post the vacancy for the position for a period of at least five (5) working days.
- (h) The eligibility list shall be shared with the respective MERC chairs. The respective MERC chairs shall be notified when the Employer intends to go to the eligibility list to fill a vacancy.
- (i) The Employer will only fill vacancies in those work locations on the original posting from the eligibility list. If an eligibility list is depleted in a work location and the Employer decides to fill any additional positions, it shall do so in accordance with the collective agreement.
- (j) The parties can agree at any time to review the above process and mutually agree on amendments.

7. Training and Development

The parties agree to meet and discuss training and development opportunities for bargaining unit employees in I&IT.

**Revised April 1, 2019
MASS CENTRALIZED RECRUITMENT PROCESS**

LETTER OF UNDERSTANDING

It is agreed that:

- a) In addition to the posting requirements under Article 6.1.1, 6.1.2 and 6.2, the Employer may post potential opportunities for permanent positions or temporary assignments that may arise during the next 18-month time period. The posting shall state the duties, nature and title of the position(s), qualifications required, full or part time status, permanent or temporary status, bargaining unit status, hours of work schedule, travel expectations/ work location(s) and salary range of the classification. The Employer will identify on the posting that it may be used to fill positions that occur during the 18-month time period, following the closing date of the posting. The posting shall state that candidates must indicate their work location preference, if applicable, in their application. The posting period will be for at least fifteen (15) working days prior to the established closing date. This closing date may be extended should the Employer determine that there is an insufficient number of potential qualified candidates.
- b) The Employer will then establish an eligibility list of qualified candidates for each position based on the results of a competitive process. The parties agree that the development of eligibility lists will be in accordance with Article 6.3.
- c) The Employer shall advise candidates of their individual rank order upon the completion of the competitive process under paragraph (b) and the Employer shall pull from the list in rank order.
- d) If the Employer decides to fill any positions that it has elected to post under this Article, the Employer will make job offers to qualified candidates from the eligibility lists for each position in accordance with Article 6.1.2 and in accordance with the rank order set out in paragraph (c). If the most qualified employee offered a position rejects the Employer's job offer they shall remain eligible and retain their rank for further offers.
- e) The Employer shall obtain a valid surplus clearance number prior to filling a position under this process.
- f) Where the Employer posts in accordance with this process and if no qualified candidate accepts a job offer for a position that the Employer decides to fill as a result of posting under this Article, then the Employer shall provide new or existing candidates internal to the OPS with the opportunity to participate in a restricted competitive process. The process shall be held in accordance with Article 6, with the modification that the Employer shall post the vacancy for the position for a period of

at least five (5) working days.

- g) The eligibility list shall be shared with the respective MERC chairs. The respective MERC chairs shall be notified when the Employer intends to go to the eligibility list to fill a vacancy and the notification shall include the name of the employee and the competition date.
- h) The Employer will only fill vacancies in those work locations on the original posting from the eligibility list. If an eligibility list is depleted in a work location and the Employer decides to fill any additional positions, it shall do so in accordance with the collective agreement.
- i) The parties can agree at any time to review the Mass Centralized Recruitment process and mutually agree on amendments.

This letter of understanding will expire on December 31, 2021, but should the parties not have reached a new collective agreement by that date, the letter shall continue to operate until a new collective agreement has been ratified.

MEMORANDUM OF AGREEMENT

Between

**The Crown in Right of Ontario
As represented by the Ministry of Government Services
(The “Employer”)**

and

**The ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)
(The “Union”)**

The parties have agreed to work collaboratively at the MERC level to facilitate the transition of employees who will be directly impacted by transformations and transfers. Pursuant to Article 19 of the Collective Agreement the MERC parties may mutually agree to the following to facilitate the successful transition of OPSEU represented employees:

1. DEFINITIONS:

Day refers to working days and excludes Saturdays, Sundays and statutory holidays.

Collective Agreement shall mean the collective agreement between OPSEU and the Crown in Right of Ontario dated January 1, 2018 to December 31, 2021.

Impacted Employee(s) shall mean OPSEU represented regular employees from Transformation Programs who will be declared surplus as a result of the transformation.

Transformation Program(s) refers to programs and/or services that will transform in such a way that 30 or more OPSEU represented employees will be declared surplus, and disclosure identifying the Impacted Employees has been provided to OPSEU and does not include a “sale of a business” pursuant to section 69 of the *Labour Relations Act, 1995*.

2. TEMPORARY VACANCIES

- a. An Impacted Employee who makes an election under Paragraph 3 below shall be eligible for assignment into temporary assignments of at least six (6) months in their own ministry that are posted for recruitment in accordance with Article 8 in advance of their receipt of their notice of layoff provided that:

- i. the employee applies for and indicates on their application for the vacancy that they are an Impacted Employee in accordance with Appendix 40 and are eligible for a temporary assignment; and
- ii. the employee meets the entry level qualifications for the position.

Such assignments are meant to provide additional employment opportunities for Impacted Employees prior to lay-off. Where more than one Impacted Employee matches the temporary assignment, the employee with greater seniority shall be offered the temporary assignment. It is understood that such assignment of an Impacted Employee to a temporary vacancy has priority over Article 8 (Temporary Assignments).

- b. An Impacted Employee shall retain their status in the Regular Service and current salary entitlements while placed in a temporary assignment. Placement in a temporary assignment will not constitute a promotion for pay purposes. Subject to Article 20.8.1, for placement into temporary assignments, the employer shall use the same criteria and rules as for assignment into vacancies under Article 20.3 (Targeted Direct Assignment).
- c. An offer of a temporary assignment to an Impacted Employee must be in writing and must specify the duration of the temporary assignment. The Impacted Employee shall have five (5) working days in which to accept or reject the offer of a temporary assignment.
- d. The original temporary assignment may be extended by a maximum of three (3) months.
- e. When a temporary assignment takes place, the employee shall not be unreasonably denied the opportunity to complete any portion of training already underway. Impacted Employees who refuse a temporary assignment shall continue to be considered for assignment into permanent vacancies in accordance with Paragraph 3 below, but not for temporary assignments.

3. TARGETED DIRECT ASSIGNMENT

- a. Within ten (10) days following the disclosure to OPSEU of the Impacted Employees affected by a Transformation Program, interested Impacted Employees who have yet to receive notice of layoff will be deemed to have received their notice of layoff as per Article 20.3 of the collective agreement only for the purpose of targeted direct assignment as outlined below.
- b. To be considered for Targeted Direct Assignments under this section, interested Impacted Employees:
 - i. Must, in writing, advise their Designated Human Resources Contact within the time frames outlined in 3 (a) above that they wish to be

considered for Targeted Direct Assignment in advance of their notice of layoff;

- c. Targeted direct assignments to positions under this agreement will be made on the same basis as outlined in Article 20.3 with respect to full- time regular employees and Article 62.1 with respect to regular part- time regular employees.
- d. Upon targeted direct assignment into a position under these provisions, all other surplus rights including but not limited to those under Article 20 and Appendix 9 of the Collective Agreement and under this Memorandum of Agreement are forfeited.
- e. Impacted Employees who are not directly assigned to a position under this section, will be entitled to all surplus rights pursuant to the Collective Agreement and under this Memorandum of Agreement upon issuance of notice of surplus.
- f. Where an interested Impacted Employee declines a targeted direct assignment under this section for any reason, they will not be considered for any further assignments until issued notice of surplus when they otherwise would have been, in which case they will be entitled to surplus rights pursuant to the Collective Agreement and under this Memorandum of Agreement.
- g. Where an interested Impacted Employee is assigned a targeted direct assignment in accordance with this section, the Ministry shall have the sole discretion whether to fill the vacancy created as a result of the employee vacating the position. Where the vacancy is filled by a fixed term employee, the parties agree that time hours worked shall not be included in the calculations for the purpose of conversion of under Article 31A.15 of the Collective Agreement.

4. VARIABLE SURPLUS OPPORTUNITIES

- a. The Ministry and its local OPSEU representatives in conjunction with their MERC counterparts in Transformation Programs are encouraged to explore strategies to support employee preferences, and specifically to consider the establishment of variable surplus dates for Impacted Employees where operational requirements permit.

5. RECRUITMENT SUPPORTS

Impacted Employees who are invited to attend an interview outside the public service shall be granted time off with no loss of regular pay and no loss of credits for up to two- and one-half days per calendar year. The employee shall provide the Ministry with at least 48 hours advance notice of the leave.

6. CAREER SUPPORTS

- a. The Ministry and its local OPSEU counterparts will explore career and other transitional training options for Impacted Employees at the Ministry level.
- b. The Ministry and its local OPSEU counterparts will also ensure Impacted Employees are provided with information about existing programs and supports with respect to career planning and counselling.
- c. The Employer will support Ministry level training on the completion of Employee Portfolios for Impacted Employees and OPSEU will encourage Impacted Employees to complete the Employee Portfolios in a timely manner.

7. DISPUTES

- a. The parties agree that any disputes with respect to the implementation, interpretation and application of any of the terms and conditions of this Memorandum of Agreement will be referred to the Bi-Ministry Employee Relations Committee in accordance with the Joint Employment Stability Subcommittee (JESS) Dispute Resolution Guidelines dated July 14, 2006.

8. RESOLUTION

- a. The parties agree that initiatives that are the subject of a previous surplussing and/or in-placement agreement / application of Appendix 40 from the collective agreement expiring December 31, 2012 between the parties, including but not limited to the Ministry of Revenue, do not form part of this Agreement. Nothing in this agreement reduces or amends commitments under those prior agreements.

Agreed to by the parties at Toronto on this April 1, 2019.

APPENDIX 41

MINISTRY FILE REVIEW COMMITTEE

Deleted January 24, 2013

**Revised October 30, 2015
FLEXIBLE HOURS OF WORK ARRANGEMENTS**

LETTER OF UNDERSTANDING

Flexible hours of work arrangements are defined as when the start and/or stop times for the employee are outside of a designated core period. Telework is an alternate work arrangement in which work that is traditionally conducted in the employee's headquarters is performed at an alternate location which may include the employee's home.

Whereas the parties agree that flexible hours of work arrangements and telework arrangements can be an effective method of assisting employees to balance work and personal responsibilities as well as achieving organizational objectives, the parties agree to the following:

- 1) Hours of work shall be arranged to best serve the convenience of the public and the achievement of operational needs.
- 2) The parties recognize that there may be instances where flexible hours of work arrangements and telework arrangements may not be a viable method of arranging schedules or work locations to meet operational requirements. Further, the parties agree that it is critical to, at a minimum, adhere to common service standards.
- 3) The Local Employee Relations Committees, Regional Employee Relations Committee or the Local Union in conjunction with the Employer where there is no LERC, may enter into a review process on the feasibility of incorporating flexible hours of work arrangements, including compressed work week, job sharing arrangements, and/or telework arrangements in the workplace.
- 4) Should the workplace not have a Local Employee Relations Committee, the Regional Employee Relations Committee may review the feasibility of incorporating a flexible hours of work arrangement and/or telework arrangements in the workplace.
- 5) When the employer cancels or amends a flexible hours of work arrangement or telework arrangement, they shall provide notice to the affected employee(s) in writing at least one (1) month prior to the cancellation or amendment.
- 6) The parties recognize that the Employer has the right to deny, alter or cancel flexible hours of work arrangements and telework arrangements. The Employer's exercise of discretion pursuant to this letter shall not be grievable.
- 7) The model agreements with respect to flexible hours of work arrangements (Appendix A), group flexible hours of work arrangements (Appendix B), variable hours of work arrangements (Appendix C), telework (Appendix D), and job sharing (Appendix E) are set out in the Appendices.

- 8) No employee shall be required to telework. Notwithstanding this, employees currently in telework agreements may only terminate the arrangement pursuant to the terms of their agreement.
- 9) Notwithstanding paragraph 8 above, all telework arrangements automatically terminate on the release of a conciliation or “no board” report.

APPENDIX A – Model Flexible Hours of Work Agreement

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (Unit/Branch/Division/Ministry)

AND: _____ (Employee(s))

AND: _____ (OPSEU)

This Flexible Hours of Work (FHW) agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Appendix 42 (Flexible Hours of Work Arrangements) of the Collective Agreement between the Ontario Public Service Employees Union (OPSEU) and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Collective Agreement apply to employees covered by this Agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/ Branch, Division, Region, Street Address, Manager.

Sample language:

This FHW agreement applies to:

Jane Doe, Administrative Assistant
Customer Service Branch
Direct Services Division
Eastern Region
Ministry of Government Services
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123

Manager: Michael Manager

Section 2 – Hours of Work

Under a flexible hours of work agreement, the employees work the minimum numbers of hours required for their schedule (minimum of 7.25 hours for Schedule 3 & 3.7, minimum of 8 hours each day for schedule 4 & 4.7 or a minimum of 36.25 hours per week for schedule 6) but the scheduled start and/or stop times for the employee are outside of a designated core period.

Sample language:

2.1 The parties agree that the employee will adhere to the following weekly work schedule:

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday	Lunch Period
Hours of work	7:00am – 3:15pm	7:00am – 3:15pm	7:00am – 3:15pm	7:00am – 3:15pm	7:00am – 3:15pm	11:00am – 12:00pm

2.2 The employee agrees to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.

2.3 Article COR5.2, of the Collective Agreement shall not apply to employees working this schedule.

Section 3 – Training Assignments

Sample language:

3.1 When an employee covered by this FHW agreement attends a training program, the Employer may change the employee’s scheduled hours of work as set out in this agreement.

Section 4 – Term

The employee and their manager shall agree upon the duration of the agreement in keeping with the principles set out in the first two pages of this document.

Either the employee or their manager may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and their manager.

In addition, a minimum one month termination notice clause is to be included in accordance with paragraph 5 of Appendix 42 of the Collective Agreement.

Sample language:

4.1 This Agreement shall be for _____ months and will be effective from ____to_____.

4.2 The parties agree to conduct a review of the agreement on an annual basis.

4.3 Either party may, on written notice of one (1) month to the other party, terminate this Agreement.

Dated this _____ day of _____, ____.

Employee

Manager

OPSEU

Other Ministry Official
(If required by the
Ministry's delegation of authority)

Appendix B – Model Group Flexible Hours of Work Agreement

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (*Unit/Branch/Division/Ministry*)
AND: _____ (*List all Employee(s) participating in this arrangement*)
AND: _____ (*OPSEU*)

This Group Flexible Hours of Work agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Appendix 42 (Flexible Hours of Work Arrangements) of the Collective Agreement between the Ontario Public Service Employees Union (OPSEU) and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Collective Agreement apply to employees covered by this Agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/ Branch, Division, Region, Street Address, Manager.

Sample language:

This Group Flexible Hours of Work agreement applies to the following four employees:

Jane Doe, Probation Officer 2
Joe Q. Public, OAD 08
Citizen A, Rehabilitation Officer 2
Citizen B, Social Worker 2

Work location of the participating employees: Customer Service Branch

Direct Services Division Eastern Region
Ministry of Government Services
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123

Manager: Michael Manager

Section 2 – Hours of Work

Under a group flexible hours of work agreement, the employees work the minimum numbers

of hours required for their schedule (minimum of 7.25 hours for schedule 3 & 3.7, minimum of 8 hours each day for schedule 4 & 4.7 or minimum of 36.25 hours per week for schedule 6) but the scheduled start and/or stop times for the employee are outside of a designated core period.

Sample language:

- 2.1 The parties agree that the participating employees will adhere to the following weekly work schedule:

Employee Name	Days of work	Hours of work	Core hours (if applicable)
Jane Doe	Monday, Tuesday, Wednesday, Thursday, Friday	7:00 a.m. to 3:15 p.m. includes a one-hour lunch break	At least one employee must be present in the office during the core hours of 9:00 a.m. to 3:30 p.m. Employees covered by this agreement are required to coordinate their lunch breaks to ensure such coverage. If for operational reasons such coverage cannot be provided, the manager must be notified at least one business day in advance.
Joe Q. Public	Monday, Tuesday, Wednesday, Thursday, Friday	7:30 a.m. to 3:45 p.m. includes a one-hour lunch break	
Citizen A	Monday, Tuesday, Wednesday, Thursday, Friday	8:00 a.m. to 4:15 p.m. includes a one-hour lunch break	
Resident B	Monday, Tuesday, Wednesday, Thursday, Friday	8:30 a.m. to 4:45 p.m. includes a one-hour lunch break	

- 2.2 The participating employees agree to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.
- 2.3 Article COR5.2, of the Collective Agreement shall not apply to employees working this schedule.

Section 3 – Training Assignments

Sample language:

- 3.1 When a participating employee attends a training program, the Employer may change their hours of work as set out in this agreement.

Section 4 – Term

The Bargaining Agent and Employer shall agree upon the duration of the agreement in

keeping with the principles set out in the first two pages of this document but shall be no longer than twelve (12) months in duration.

Either the Employer or the Bargaining Agent may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the Bargaining Agent and the Employer.

The Employer and Bargaining Agent will conduct a review at the LERC on an annual basis. Evaluation topics can include but are not limited to:

- a) positive and negative effects of Group Flexible Hours of Work agreement implementation and conditions on service delivery, including costs/savings;*
- b) evaluation of work coverage arrangements;*
- c) new or emerging issues that could impact this agreement or its continuance;*
or
- d) employee satisfaction and/or suggestions.*

In addition, a minimum one (1) month termination notice clause is to be included in accordance with paragraph 5 of Appendix 42 of the Collective Agreement.

Sample language:

- 4.1 This Agreement shall be for _____ months and will be effective from ____to_____.
- 4.2 All service and operational issues or problems affecting or resulting from the implementation of this agreement will be reviewed, evaluated and reported at the Local Employee Relations Committee on an annual basis.
- 4.3 The Employer or Bargaining Agent may, on written notice of one (1) month to the other party, terminate this Agreement.

Dated this _____ day of _____, .

Participating Employee

Manager

Participating Employee

Other Ministry Official
(If required by the Ministry delegation
of authority)

Participating Employee

Participating Employee

OPSEU

APPENDIX C – Model Variable Hours of Work Agreement

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (Unit/Branch/Division/Ministry)

AND: _____ (Employee(s))

AND: _____ (OPSEU)

This Variable Hours of Work agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Appendix 42 (Flexible Hours of Work Arrangements) of the Collective Agreement between the Ontario Public Service Employees Union (OPSEU) and the Crown in right of Ontario, represented by Management Board of Cabinet.

Unless otherwise specified in this Agreement, all articles of the Collective Agreement apply to employees covered by this Agreement.

Section 1 – Employee(s) and Work Unit Covered

This section requires the following information: Employee(s), Job Title, Work Unit/ Branch, Division, Region, Street Address, Manager.

Sample language:

This Variable Hours of Work agreement applies to:

Jane Doe, Administrative Assistant
Customer Service Branch Direct Services Division Eastern Region
Ministry of Government Services
2 Second Street, Unit 2000, Kingston, Ontario, LLL 123

Manager: Michael Manager

Section 2 – Hours of Work

Under a variable hours of work agreement, the employee works the required minimum hours of work for their schedule over the course of a week (ie. minimum of 7.25 hours/ day = 36.25 hrs/week for schedule 3 & 3.7 or a minimum of 8 hours /day = 40 hrs/ week for schedule 4 or 4.7o r a minimum of 36.25 hrs/week for Schedule 6).

Sample language:

- 2.1 The parties agree that the employee will adhere to the following weekly work schedule:

Work Day	Monday	Tuesday	Wednesday	Thursday	Friday	Lunch Period
Hours of work	7:00am – 6:00pm	8:00am – 4:00pm	8:00am – 4:00pm	7:00am – 6:00pm	8:00am – 5:00pm	12:00pm – 1:00pm

- 2.2 The employee agrees to exercise flexibility when operational needs arise. With reasonable notice, the hours of work will be adjusted when required to attend meetings and to otherwise meet operational needs.
- 2.3 Article COR5.2, of the Collective Agreement shall not apply to employees working this schedule.

Section 3 – Statutory Holidays

- 3.1 Where a holiday specified in Article 47 (Holidays) of the Collective Agreement falls on an employee’s regularly scheduled shift, the employee continues to work their regular schedule for the rest of the week with no loss in pay and with no loss in credits.
- 3.2 Where an employee works on a holiday included under Article 47 (Holidays) of the Collective Agreement, they shall be paid at the rate of two (2) times their basic hourly rate for all hours worked with a minimum credit of the number of regularly scheduled hours.
- 3.3 In addition to the payment provided by Section 3.2, an employee who works on the holiday shall receive the number of regularly scheduled hours, at their basic hourly rate or compensating leave for the number of regularly scheduled hours, provided the employee opts for compensating leave prior to the holiday.

If in the Correctional Bargaining Unit include the following:

Where an employee opts for compensating time they may only earn up to 87 or 96 hours per calendar year as applicable in accordance with COR 13.2.

Section 4 – Overtime

- 4.1 Authorized periods of work in excess of the regular working periods specified in Articles COR 2.1 of this agreement or on scheduled day(s) off will be compensated for in accordance with Article COR8, (Overtime) of the Collective Agreement.

Section 5 – Short Term Sickness Plan and Vacation Credits

5.1 Short Term Sickness – Employees shall be entitled to full pay for the first (43½ or 48) hours of absence due to sickness or injury and sixty-six and two thirds (66 2/3%) or seventy-five percent (75%) as set out in Article 44.1.1 or 44.1.2 for the next (899 or 992) hours of absence due to sickness or injury. Employees may exercise their option under Article 44.6 (Short Term Sickness Plan) of the Collective Agreement by deducting sufficient credits from an accumulated credit for each (7¼ or 8) hours of absence.

5.2 Vacation Credits – A deduction from an employee’s vacation credits will be made for each day of approved vacation leave of absence as follows:

(Prorating determined by length of workday. For an employee on Schedule 4, off on a ten (10) hour day, deduct $10/8 \times 1$ credit = 1.25 credits. For an employee on Schedule 4, off on a six (6) hour day, deduct $6/8 \times 1$ credit = 0.75 credits.)

A partial day’s absence will be prorated on the same formula.

Section 6 – Workplace Safety & Insurance

6.1 For the purposes of Article 41.2 (Workplace Safety & Insurance) of the Collective Agreement “sixty-five (65) working days” shall be deemed to be (471¼ or 520) hours.

Section 7 – Training Assignments

7.1 When an employee covered by this variable hour of work agreement attends a training program, the Employer may change the employee’s scheduled hours of work to the greater of:

- (a) 7¼ or 8 hours per day, as applicable, or
- (b) the actual number of hours spent receiving training, for each day that the employee participates in the training program.

7.2.1 Where the change prescribed in Section 7.1 results in fewer or more hours than the employee was previously scheduled to work on the day(s) in question, the “extra” or “deficit” hours shall be reduced to zero within sixty (60) working days of the completion of the training program, without any loss of pay by the employee or overtime payments by the Employer, as follows:

- (a) the employee shall be required to work a corresponding number of hours to make up for any deficit hours; or
- (b) the employee shall be scheduled off duty for a corresponding number of hours to offset any extra hours.

7.2.2 Where there is mutual agreement, an employee may receive pay at their basic hourly rate for extra hours in lieu of being scheduled off duty in accordance with Section 7.2.1 (b).

7.2.3 Where an employee's extra hours have not been reduced to zero within sixty (60) working days in accordance with Section 7.2.1, any such hours remaining to the employee's credit shall be paid at the employee's basic hourly rate.

Section 8 – Special and Compassionate and Bereavement Leave

Such leaves are not to be prorated.

Section 9 – Term

The employee and their manager shall agree upon the duration of the agreement in keeping with the principles set out in the first two pages of this document.

Either the Employee or their manager may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and their manager.

In addition, a minimum one (1) month termination notice clause is to be included in accordance with paragraph 5 of Appendix 42 of the Collective Agreement.

Sample language:

9.1 This Agreement shall be for _____ months and will be effective from _____ to _____.

9.2 The parties agree to conduct a review of the agreement on an annual basis.

9.3 Either party may, on written notice of one (1) month to the other party, terminate this Agreement.

Dated this _____ day of _____, _____.

Employee

Manager

OPSEU

Other Ministry Official
(If required by the Ministry delegation
of authority)

APPENDIX D – Model Telework Agreement

MEMORANDUM OF AGREEMENT

BETWEEN: _____ (Unit/Branch/Division/Ministry)

AND: _____ (Employee(s))

AND: _____ (OPSEU)

The official workplace is located at _____ (Workplace Address)

The position that is the subject of this agreement: _____ (Position Title)

Purpose	1	<p>The purpose of this document is to outline and clarify some of the issues involved in the telework initiative being conducted by the <u>(insert Ministry, Division and Branch)</u>.</p> <p>The Employee should read this carefully and discuss any questions with their manager.</p>
Term	2	<p>This Agreement shall be for _____ months (<i>No longer than 12 months in duration</i>) and will be effective from __ to _____.</p> <p>Either party may propose amendments to the agreement which must be mutually agreed upon by the parties. If agreed upon, such amendments must be signed off by the employee and their manager.</p> <p>All service and operational issues or problems affecting or resulting from the implementation of this agreement will be reviewed, evaluated and reported at the Local Employee Relations Committee on an annual basis.</p>
Telework Days per Week	3	<p>Telework days will not exceed __ days per week at the alternative work location but may be decreased at the request of the Employee or the Employer with reasonable notice.</p> <p>A work schedule identifying the Employee’s telework days will be developed between the Employee and their manager and attached to this document.</p>
Attendance at the Office	4	<p>The Employee understands and is aware of the requirement to report to the Employer’s official workplace on telework days for team meetings, training and/or at management’s discretion.</p>

Transportation	5	The Employee is responsible for transportation costs to and from the official workplace.
Work Hours	6	<p>The Employee's regular hours of work at the teleworkplace will be within the core hours of _____, Monday to Friday. The Employee will be accessible via telephone and on- line during these hours.</p> <p>The Employee's daily work schedule will consist of the same number of hours normally worked under their hours of work schedule (i.e., Schedule 3 or 4), which is a minimum of 7.25 or 8 hours per day.</p>
Tasks	7	The Employee will be performing the duties as described in the Job Description and will abide by all of the Employer's directives, policies, procedures and legislation while teleworking.
Temporary Return to Official Workplace	8	The Employee may be required to temporarily return to the official workplace for a period of time due to operational requirements such as prolonged system failure and inoperable equipment.
Employee Salary and Benefits	9	The Employee's salary, job responsibilities and benefits will not change due to their involvement in the telework agreement.
Teleworkplace <i>(There can be multiple teleworkplaces including other government offices)</i>	10	<p>The Employee's teleworkplace will be located at:</p> <p><i>(insert full address)</i></p> <p>The Employee's teleworkplace telephone numbers is:</p> <p>_____.</p> <p>The Employee will provide six weeks advance notice of any change to the teleworkplace location. The telework agreement cannot be extended to any other location, such as a seasonal home or cottage, without authorization from the Employee's manager.</p> <p>On telework days, the teleworkplace is the place of employment for the purpose of Articles 13 and 14 of the OPSEU Collective Agreement.</p> <p>The official workplace will remain the headquarters/place of employment for all other entitlements under the collective agreement.</p>

Zoning Regulations	11	It is the Employee's responsibility to ensure that a telework agreement is in accordance with the municipal zoning regulations and in accordance with the residential lease, if applicable.
Family Responsibilities	12	The Employee will have arrangements in place for regular dependent (child or elder) care.
Government Equipment	13	<p>The Employer will determine what government equipment is required and shall be provided at the teleworkplace; said equipment will be used only as part of the Employee's official duties. A list of the equipment provided to the Employee will be attached to this document.</p> <p>If there is a problem with the government equipment provided, the Employee will bring it in to the official workplace for repair.</p>
Safety and Security	14	<p>The Employee is responsible for ensuring security and safety requirements are met in the teleworkplace to protect the Employee, information and equipment that may be provided by the Ministry. A Health and Safety Telework Checklist, completed by the Employee and the manager, must be attached to this document.</p> <p>The Employee will comply with the Employer's security policies, standards and procedures and will exercise reasonable care to protect government information, either electronic or hard copy, and assets against unauthorized disclosure, loss, theft, fire, destruction, damage or modification.</p> <p>The Employee must also follow applicable confidentiality guidelines.</p>
	15	The Employee shall properly secure sensitive documents and related waste and bring them to the Employer's official workplace for destruction. The Employee shall comply with security policies, standards and procedures while departmental documents are being transported.
	16	The Employee will meet with clients only at the Employer's official workplace or, if applicable, in the field.
	17	The Employee will ensure that government information and assets are used in accordance with government policies. The Employee will use only the software provided by the Employer.

	18	The Employee must immediately notify the Employer of any work-related accident and/or injury or breach of security involving information and/or assets occurring at the teleworkplace. Coverage by the Workplace Safety and Insurance Board (WSIB) applies to work-related accidents that arise out of or occur in the course of employment.
Insurance	19	The Employee is responsible for ensuring their home insurance policies include appropriate coverage for a home office, where applicable.
Teleworkplace Costs	20	The Employer will not be responsible for costs relating to the teleworkplace beyond the purchase, installation and maintenance of government issue equipment and/or furniture.
On-site Visits	21	The Employee shall grant access to the teleworkplace to authorized representatives of the Employer, with proper identification, to carry out maintenance and/or provide technical support for government property. The timing of such access will be arranged between the Employee and the Employee's manager.
Termination of Arrangement	22	The telework agreement may be terminated at any time by either the Employee or the Employer on one (1) month written notice or earlier by mutual agreement. It is the Employee's responsibility to inform the Bargaining Agent of the termination of this agreement. The arrangement automatically terminates if the Employee leaves the position that is the subject of this agreement. The arrangement automatically terminates on the release of a conciliation "no board" report.

Dated this _____ day of _____,

Employee

Manager

OPSEU

Other Ministry Official
(If required under the Ministry
delegation of authority)

attachment – Health and Safety checklist

Sample Telework Schedule(s)

(This is attached to the Telework Agreement)

Sample 1

Employee’s name: _____

Telework Cycle: 4 weeks

(This sample sets out a four-week cycle. Cycles may range from one to four weeks).

Telework Schedule:

Work Calendar	Working days – Telework days are marked with an “X”				
	Monday	Tuesday	Wednesday	Thursday	Friday
Week 1 (or specify dates)	X	In office	X	In office	In office
Week 2 (or specify dates)	X	In office	In office for monthly staff	X	In office
Week 3 (or specify dates)	X	In office	X	In office	In office
Week 4 (or specify dates)	X	In office	X	In office	In office
Etc....					

Note: As per the Telework agreement, the Employee may be required to report to the Employer’s official workplace on telework days for in-person meetings, training and/or at management’s discretion.

Sample 2

Employee’s name: _____

Telework Schedule:

The Employee is required to be in the official workplace at least ____ number of days per week.

The Employee will inform their manager of when they will be present in the official workplace in accordance with office practices

Note: As per the Telework agreement, the Employee may be required to report to the

Employer's official workplace on telework days for in-person meetings, training and/or at management's discretion.

APPENDIX E – MODEL JOB SHARING AGREEMENTS

The model agreement with respect to job sharing is set out below:

MODEL AGREEMENT WITH RESPECT TO JOB SHARING ARRANGEMENTS

MEMORANDUM OF AGREEMENT

BETWEEN: THE MINISTRY OF AND:

*THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION
(and its local _____)*

AND:

Employee 'A' Name

AND:

Employee 'B' Name

(Job share participants)

This job sharing agreement is made in accordance with Article 16 (Local and Ministry Negotiations) and Article 10 (Work Arrangements) of the Collective Agreement and Article COR2 of the Collective Agreement between the Ontario Public Service Employees Union and the Crown in right of Ontario, represented by Management Board Secretariat and <Employee Name>, <Position Title>, <Division/Branch> and <Employee Name>, <Position Title>, <Division/Branch>.

Unless otherwise specified in this Agreement, all articles of the Collective Agreement apply to employees covered by this Agreement.

The terms of this Agreement are governed by Articles 10.2.1 to 10.2.10 of the Collective Agreement.

Article 1 – Work Unit and Employees Covered

- 1.1 Detailed and specific description of work unit and employees covered (e.g. name, position and classification of position being shared).*
- 1.2 Employees who participate in a job sharing arrangement must share the same classification and level.*
- 1.3 This agreement applies to the following:*

<i>Work Unit:</i>	<Work Unit>
<i>Section:</i>	<Section>
<i>Location:</i>	<Location>
<i>Position Number:</i>	<Number>
<i>Position 1</i>	
<i>Position Title:</i>	<Title>
<i>Classification:</i>	<Classification>
<i>Reports To:</i>	<Manager's Name>
<i>Position 2</i>	
<i>Position Title:</i>	<Title>
<i>Classification:</i>	<Classification>
<i>Reports To:</i>	<Manager's Name>
<i>Sharing Employee 1:</i>	<Employee Name>
<i>WIN:</i>	<Employee WIN>
<i>Current Position:</i>	<Position>
<i>Classification:</i>	<Classification>
<i>Schedule</i>	<Schedule>
<i>Hourly Pay Rate:</i>	<Rate>
<i>Employment Status:</i>	<Status>
<i>Sharing Employee 2:</i>	<Employee Name>
<i>WIN:</i>	<Employee WIN>
<i>Current Position:</i>	<Position>
<i>Classification:</i>	<Classification>
<i>Schedule</i>	<Schedule>
<i>Hourly Pay Rate:</i>	<Rate>
<i>Employment Status:</i>	<Status>

Article 2 – Hours of Work

- 2.1 Detailed description including position schedule, hours of work, and division of hours and duties with an attached schedule where appropriate.*
- 2.2 The sharing of hours of work shall be determined by the parties to this agreement, but in no case shall one employee work less than fourteen (14) hours per week.*
- 2.3 The calculation of hours used for the allocation of work share shall be based on 1725.5 hours per annum for a 36.25 hour week and 1904 hours per annum for a 40 hour week.*

Article 3 – Benefits and Salary

- 3.1 Employees in this job sharing arrangement shall be accorded the Working Conditions and Employee Benefits contained in this Collective Agreement. However,*

where applicable, they shall be pro-rated in accordance with the employee's hours of work. In particular Articles 18, 19, 20 and Appendices 9, 18 and any other employment stability provisions shall apply as for other regular service employees working full-time.

- 3.2 The Collective Agreement will be used to provide administrative direction for the applicable pro-rating of the working conditions and benefits, and Article 57.1 (Pay and Benefits Administration) for the purposes of calculating a basic hourly rate.
- 3.3 Continuous service for each partner for the purpose of redeployment will be pro-rated as if they are part-time employees as defined in Article 18.2 of the Collective Agreement.

Article 4 – Coverage for Job Share Participant's Absence

- 4.1 If one of the job share participants is absent, the remaining job share participant will be given the opportunity on a voluntary basis to perform the absent job share participant's work. There will be no mandatory requirement placed on the job share participant to cover the absence.
- 4.2 Should the job share participant elect to voluntarily cover the absence, the employee will be paid for additional hours worked at straight time until the regular weekly class schedule hours of the full-time position (36 $\frac{1}{4}$ or 40 hours) is reached.

Article 5 – Overtime

- 5.1 Authorized periods of work in excess of the regular weekly class schedule hours of the full-time position (36 $\frac{1}{4}$ or 40 hours) will be compensated for in accordance with Article 8 (Overtime) of the _____ Collective Agreement.

Article 6 – Holiday Payments

- 6.1 Entitlement to the twelve (12) holidays shall be in accordance with the pro-rated formula for hours of work in Article 2.1 herein.
- 6.2 When a job share participant works on a holiday, in addition to any compensation to which they may be entitled under 6.1 above, the employee shall be paid as per Article 47/73 – Holiday Payment of the _____ Collective Agreement.

Article 7 – Conditions of this Agreement:

- 7.1 Participation by employees in this agreement shall be voluntary.
- 7.2 There shall be no additional costs incurred by the employer as a result of this job share arrangement.
- 7.3 During the trial period of this arrangement and for the purposes of Article 31 of the

Collective Agreement, work performed by fixed-term employees to backfill the temporary vacancy created by the arrangement shall be considered to be work performed to replace a classified employee on an authorized leave of absence.

Article 8 – Trial Period:

- 8.1 This agreement shall be for a trial period commencing on _____ and terminating on _____. If the parties agree to continue the arrangement after this period, the terms of this agreement shall remain in effect.*
- 8.2 During the trial period, any party (Ministry, Union or sharing employee) may, on thirty (30) days written notice to the other parties, terminate this agreement.*
- 8.3 If, prior to the end of the trial period, any of the parties feel that a longer trial period is needed to determine the suitability of the job sharing arrangement, such extension may be provided for a period of no longer than six (6) months if unanimously agreed to by all parties.*
- 8.4 The total trial period, including any extensions, shall not exceed twelve (12) months.*

Article 9 – Termination of the Job Sharing Agreement

- 9.1 This Article applies to the termination of the Job Sharing Agreement following completion of a trial period, as set out in Article 8 of this Agreement.*
- 9.2 In the event that one employee in the job sharing arrangement leaves that arrangement on a permanent basis for any reason the remaining employee would first be offered the opportunity to assume the position on a full-time basis.*
- 9.3 If the remaining employee declines the full-time opportunity, the position may be posted and advertised as a job sharing vacancy, subject to the provisions of this agreement.*
- 9.4 Failing successful filling of the job sharing position, the remaining employee shall be offered a further opportunity to assume the position on a full-time basis.*
- 9.5 If the remaining employee still declines this opportunity, the position would continue to exist as a full-time position and the Employer may fill the balance of the hours through temporary measures, if required.*

Article 10 – Term

- 10.1 This job sharing agreement shall be in effect for one year and will be effective from the (day) of (month), 20_____, to the (day) of (month), 20_____.*
- 10.2 Within the first year of this agreement may be terminated with four weeks' notice and the sharers will return to their respective positions.*

DATED THIS _____ of _____, 20__.

(Sharing Employee 1)

(Sharing Employee 2)

For OPSEU

For the Ministry

Revised April 1, 2019

INTERNATIONALLY TRAINED PROFESSIONALS

MEMORANDUM OF AGREEMENT

Between

The Crown in Right of Ontario
(Ministry of Government Services)
“the Employer”

and

Ontario Public Service Employees’ Union
“the Union”

Re: Internationally Trained Professionals

WHEREAS the Employer has established an internship program in the Ontario Public Service (OPS) for internationally trained professionals in order to help skilled immigrants gain relevant paid Canadian experience in their fields and to enable them to become productive members of Ontario’s labour market;

AND WHEREAS the Union is supportive of initiatives that further diversify the demographics of the workplace in Ontario;

NOW THEREFORE the parties agree as follows:

1. The Employer shall have a maximum number of internship placements at any one time in the OPS for internationally trained professionals as follows:
 - i. January 1, 2009: 175
 - ii. January 1, 2010: 200
2. Each placement shall be for a period of six (6) months.
3. The Employer shall notify the Union of placements semi-annually. This information shall be reported to the Union.
4. The nature of the work performed in each placement shall be special project work and will not be considered as vacant or new positions which otherwise require posting in accordance with the collective agreement, or a substitute for the recruitment of positions in the OPSEU Correctional bargaining unit. It is further understood that this work is not a substitute for or a replacement of the work of the OPSEU Correctional bargaining unit.

5. This program will not adversely affect promotional, training and development opportunities of employees in the OPSEU Correctional bargaining unit.
6. It is understood that the individual participants/interns are not Crown Employees, and as such, have no rights and entitlements pursuant to the Collective Agreement.
7. Participants of the internship program are eligible to apply to restricted job competitions within the Ontario Public Service throughout the duration of their six (6) month placements. It is understood that the positions posted will have previously cleared surplus.
8. In advance of the placement of a participant in the program, the local manager will contact the local Union President and Union steward of the area and advise them of the functions being performed by the participant.

Dated at Toronto this 26th day of February, 2009.

MEMORANDUM OF AGREEMENT

BETWEEN

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

“the Employer”

and

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)

“the Union”

IN THE MATTER OF:

OPS Learn and Work Program for Youth Ages 16 – 19

The Employer and the Union herewith agree that:

1. The Employer shall identify schools during each school year to deliver a joint specialized youth employment program targeting youth, ages 16 to 19, from priority communities who have demonstrated a need to be re-engaged in school and are now working towards completing high school diploma requirements. The selected schools and communities will be disclosed to the Union prior to student placement.
2. The program will provide up to ten (10) course credits and twenty-one (21) weeks of paid work experience with the Employer and/or Crown agencies. The length of the program is up to two (2) academic semesters. The Employer will identify suitable work placements in the OPS and/or Crown agencies governed by the collective agreement between Employer and the Union.
3. The wage rate paid to participants for the work experience portion of the program shall be the same as that paid to students in Special Employment Programs under Article 33 of the collective agreement.
4. The following articles of the collective agreement shall apply to participants in the program: 1, 2, 3, 4, 5.1, 22 and 80. No other articles shall apply.
5. A specialized co-operative education teacher of this program will be hired to work with the Employer to select the participants, support them through interviews and work placements, lead the classroom-based course work and provide follow-up support (partnering with the Ministry of Training Colleges and Universities).
6. The nature of the work performed in the program shall be special project work and

will not be considered as vacant or new positions which otherwise require posting in accordance with the collective agreement, or a substitute for the recruitment of positions in the OPSEU Correctional bargaining unit.

This program is not intended to adversely affect promotional, training and developmental opportunities of employees in the OPSEU Correctional bargaining unit or to provide replacements or substitutes for existing OPSEU members. Participants in the program will not perform work that is normally performed by members of the Correctional bargaining unit or work that is the subject of a grievance by the Union within the parameters of the bargaining unit integrity dispute resolution protocol.

7. The Employer will provide to OPSEU the job descriptions of the students, together with their work locations and names of on-site placement supervisors and/or managers. These jobs will be consistent with the provisions set out in paragraph 6 above and any disputes will be subject to the dispute resolution provisions of the collective agreement. It is understood that if OPSEU objects to a specific student placement based on the provision set out in paragraph 6 above, an alternative placement will be provided to the student until such time as the dispute is determined.
8. In advance of the placement of a participant in the program, the local manager will contact the local Union President and Union steward of the area and advise them of the functions being performed by the participant.

Signed this 26th day of February, 2009, at Toronto, Ontario.

APPENDIX 45

UNION LEAVE BILLING COMMITTEE

Deleted January 24, 2013

Revised April 1, 2019
TRANSITION EXIT INITIATIVE

TRANSITION EXIT INITIATIVE

MEMORANDUM OF AGREEMENT

Between

ONTARIO PUBLIC SERVICE EMPLOYEES UNION (OPSEU)
("the Union")

and

THE CROWN IN RIGHT OF ONTARIO as represented by the
TREASURY BOARD SECRETARIAT
("the Employer")

The parties have agreed to establish a Transition Exit Initiative (TEI) as follows:

1. All regular and regular part-time employees will be eligible to apply to a Transition Exit Initiative (TEI).
2. An employee may request in writing voluntary exit from employment with the OPS under the TEI, which request may be approved by the Employer in its sole discretion. The Employee's request will be submitted to the Corporate Employer. The Employer's approval shall be based on the following considerations:
 - i. At the time that an employee TEI request is being considered, the Employer has plans to reduce positions in the OPSEU bargaining unit; and
 - ii. The Employer has determined in its discretion that the employee's exit from employment supports the transformation of the Ontario Public Service.
 - iii. The Employer will consider whether employees are on the TEI list when making surplus decisions.

The Employer shall provide written confirmation of receipt of the employee's request within 30 days with a copy to the Union. If the employee's request is approved, the Employer shall provide written notification to the employee with a copy to the Union, and such notification shall include the job title, classification, Ministry and workplace of the employee. An employee may withdraw their request by written notice to the Corporate Employer.

3. If there is more than one employee eligible to exit under the TEI within the same workplace, the determination of who will exit under the TEI shall be based on seniority.

4. An employee who has received notice of Employer approval to exit under the TEI shall be deemed to have accepted one of the options as outlined in Paragraph 5.
5. An employee who exits from employment under the TEI will only be entitled to the following:
 - i. A lump sum of six (6) months' pay, plus one (1) week pay per year of continuous service; or
 - ii. Continuance of salary plus benefits (except STSP and LTIP) for six (6) months commencing on the date set out in Paragraph 6, plus one (1) week pay per year of continuous service or its equivalent period of further salary continuance plus benefits (except STSP and LTIP). For clarity, during the salary continuance period, employee and Employer pension contributions and vacation and pension credits will continue to accrue. Notwithstanding the above, the further salary continuance period shall not be greater than the length of time between the commencement of the salary continuance and the end of the month in which the employee will attain sixty-five (65) years of age. Any remaining balance will be paid forthwith to the employee as a lump sum.
 - iii. Where the employee does not choose a specific pay-in-lieu option, the employee shall be deemed to have chosen the lump sum option under 5(i).
6. In the event that an employee who exits the OPS under the TEI is reappointed to a position in the OPS within 24 months, the employee will repay to the Minister of Finance the six (6) month lump sum paid out under paragraph 5 above.
7. An employee who exits under the TEI and is re-appointed to any position in the OPS may elect to repay the TEI payment of one week per year of continuous service or its equivalent period of salary continuance, thereby restoring entitlement to termination payments under Article 53 or 78 (Termination Payments), as applicable, for the period of continuous service represented by the payment.
8. Where an employee is exiting under the TEI, their last day at work shall be five (5) working days after the notice of Employer approval to exit is received, or such other period as the employee and the Employer shall agree.
9. The payment under Paragraph 5 and any payout of unused vacation or compensating leave credits are payable as soon as possible, but not later than three (3) pay periods following the employee's exit under the TEI.
10. Employees exiting under the TEI shall have the entitlements in Paragraph 5 in lieu of the entitlements in Article 53 or 78 (Termination Payments) and paragraph 4 (b) of Appendix 9 (Employment Stability) of the Collective Agreement.
11. The parties agree that all employees exiting under the TEI are doing so pursuant to a program of downsizing undertaken by the Employer and in so doing are preventing another employee from being laid off. Accordingly, the Employer agrees to take all necessary steps to attempt to ensure that the Human Resources and Skills

Development Canada recognizes that the entitlement to Employment Insurance of employees who are laid off and who take a pay-in-lieu of notice option qualifies as registered 'workforce reduction processes' under the Employment Insurance Act.

12. The parties agree that at no time will the number of employees exiting under the TEI exceed the number of positions identified by the Employer to be reduced in the bargaining unit.
13. The parties recognize that the approval of exits from the Ontario Public Service under TEI is the exclusive right of the employer.
14. This MOA forms part of the collective agreement.
15. This Memorandum expires upon the expiry of the Collective Agreement.

APPENDIX 47
JIBRC TEMPLATE MATERIALS
Deleted October 30, 2015

Ms. Ruth Hamilton
Chief Negotiator, OPSEU
100 Lesmill Road
Toronto, Ontario M3B 3P8

Dear Ms. Hamilton,

The Parties discussed in collective bargaining negotiations the recent amendments to the AMAPCEO-Crown in Right of Ontario collective agreement and the new job evaluation/classification system structure and whether these could have an effect on OPSEU's bargaining rights.

The Employer agrees and assures OPSEU that:

Nothing in the AMAPCEO-Crown in Right of Ontario Collective Agreement including: any amendments to the recognition clause of that agreement (April 1, 2012 to March 31, 2014); any schedules or appendices to that agreement; anything contained in the schedules or appendices to that agreement; or any changes to the job evaluation/classification system structure has the effect of altering or eroding the scope of the OPSEU bargaining units.

This agreement and assurance may be relied on and enforced as part of the Collective Agreement.

Sincerely,

David Brook
Director, Union-Management Relations
Employee Relations Division

APPENDIX 49

**January 24, 2013
SEASONAL SENIORITY LIST**

Ms. Ruth Hamilton
Chief Negotiator, OPSEU
100 Lesmill Road
Toronto, Ontario M3B 3P8

Dear Ms. Hamilton,

This letter shall confirm the parties' understanding that, notwithstanding Article 16.5.2, those MERCs that currently receive the seasonal seniority lists more frequently than twice annually will continue to do so.

Sincerely,

David Brook
Director, Union-Management Relations Employee Relations Division

Letter of Understanding

In an effort to simplify the job trades process under Article 10.3 of the Collective Agreement the parties agree that the positions and classifications listed below are not required to submit an employee portfolio as part of the registration process for job trades. Employees in these classifications will be considered to possess the qualifications and knowledge contained in the position description of their home position.

Ministry of the Solicitor General

Classifications

Correctional Officer 2	15 General Administration
Probation Officer 2	15 Chaplain
Recreation Officer 2	16 Social Work
Provincial Bailiff 1	16 Chaplain
Provincial Bailiff 2	16 Pharmacy
Fire Services Advisor 1	17 Personnel Administration
Fire Services Advisor 2	17 Program Analysis
Laundry Worker 2	17 Purchasing and Supply
Nurse 2	17 Pharmacy
Cook 1	17 Social Work
Cook 2	18 Financial Administration
Maintenance Plumber	18 Program Analysis
Maintenance Locksmith	18 Social Work
Correctional Locksmith	19 Program Analysis
Maintenance Electrician	19 Social Program
Maintenance Welder	Fire College Instructor
Industrial Officer I	Fire Safety Officer 1
Industrial Officer 2	Fire Safety Officer 2
Grounds Maintenance Worker	Fire Safety Officer 3
13 General Administration	Fire Services Investigator I
14 General Administration	Fire Services Investigator 2

Positions

P&P Community Support Representative – OAD10
P&P Secretary – OAD8
Rehabilitation Officer 2, Adult Institution Services
Rehabilitation Officer 2, Adult Community Services

Ministry of Children, Community and Social Services

The following classifications are included for those positions found in the Youth Justice Services Division only:

Youth Services Officer	Maintenance Plumber
Rehabilitation Officer 2	Maintenance Electrician
Grounds/Maintenance Worker	Maintenance Painter
Recreation Officer 2	Maintenance Mechanic
Probation Officer 2	Maintenance Mechanic General
Chaplain (15)	Maintenance Carpenter
Nurse 2	Social Worker
Cook 2	Probation Admin Support (OAD8)

The parties agree that additional positions/classifications may be added to this agreement at a later date with BMERC approval.

The parties agree that job trades across ministries shall be an item for discussion at BMERC.

This letter of understanding will expire on December 31, 2021. Should the parties not have reached a new collective agreement by that date, the letter shall continue to operate until a new collective agreement has been ratified.

APPENDIX 51

October 30, 2015 QUALITY OF PUBLIC SERVICES

- 1.0 Preamble
- 1.1 The Employer and the Union share a commitment to ensuring that the citizens of Ontario receive high quality public services, delivered in a manner that is effective, transparent, accountable and efficient.
- 1.2 The parties agree to explore options to encourage dialogue on how the delivery of public services could be improved. The parties agree they have a shared interest in retaining and promoting an experienced and stable workforce.
- 2.0 Notification
- 2.1 In the event the Employer is proposing an initiative that would directly result in:
 - (i) bargaining unit functions or jobs to be provided by another employer; and
 - (ii) the transfer of or issuance of a surplus notice alert under Art. 20.1.2.1 for at least 150 employees covered by this collective agreement, the Employer agrees that, prior to its final decision, it shall notify the Union of such initiative.
- 3.0 Public Services Review Committee (PSRC)
- 3.1 Upon the notification as set out in 2.0, the Union and the Employer will engage in the following process:
 - a) The Employer and the Union will establish a Public Services Review Committee (PSRC) which will discuss and review the planned initiative under consideration, including one or more of the following actions:
 - i) Providing relevant information to enable meaningful discussion on how the planned initiative meets the Government's objectives;
 - ii) Considering alternative approaches, including any proposal put forward by the Union that the parties agree meets the government's objectives of the planned initiative; and
 - iii) Analyzing current collective agreement provisions to assess the impact on affected employees.
 - b) The parties may agree on the use of an independent third party to act as a committee Facilitator for the sole purpose of encouraging mediation between

the parties. The costs of the Facilitator will be equally shared by the parties.

- c) The PSRC will have equal representation from the Union and the Employer and will meet as often as it determines necessary recognizing that the process set out in paragraphs 3.1 (a) and 3.1 (b) above, must be completed within 30 days following the notice given in 2.1 above, unless the parties mutually agree to extend such time limit.

4.0 Confidentiality

- 4.1 The parties agree that any discussions, disclosure or information revealed as part of or in any way related to this Appendix shall remain confidential as between the parties and shall not be communicated, disclosed, disseminated or publicized in any manner by the Union.

5.0 Budget privilege

- 5.1 Notwithstanding the process set out above, discussions or decisions of the Crown that are part of confidential matters in the Provincial budget, budget papers and budget bills will not be subject to any aspect of this Appendix.

6.0 Arbitrability

- 6.1 The parties agree that no aspect of this Appendix will be grievable or arbitrable or form in any way the subject matter of any complaint, cause of action, demand, or application before any court or tribunal save and except for a grievance alleging a failure to follow the process set out in Article 3.0. The parties further agree that in the event such a grievance is filed, time is of the essence and any such grievance must be fully resolved by a tribunal within seven (7) calendar days after being filed. The parties further agree that any such grievance or the related grievance mediation and/or arbitration process shall not impede, delay or affect the Employer's decision-making process including but not limited to any decision regarding whether to implement an initiative pursuant to Article 2.0.

7.0 Management Rights

- 7.1 The parties agree that decisions regarding how an initiative pursuant to Article 2.0, is in any way effected, executed, implemented and/or approved remains with the Employer. For greater certainty, nothing in this Appendix restricts the Employer's management rights (Article 2), except as stated in this Appendix.

APPENDIX 52

**October 30, 2015
TECHNOLOGICAL CHANGE**

LETTER OF UNDERSTANDING

Ms. Ruth Hamilton
Chief Negotiator, OPSEU
100 Lesmill Road
Toronto, Ontario
M3B 3P8

Dear Ms. Hamilton:

This letter shall confirm that when there is an introduction of major technological change that will substantially impact the manner in which work is performed, either party may, at its option, refer the issue to the Ministry Employee Relations Committees (MERCs) in order to discuss the issue.

Sincerely,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division

Memorandum of Agreement

2. The following process will be used with respect to all new policy grievances under Article 22.13.2 of the Collective Agreement.
3. The Union and the Employer may bring a grievance advisor (Grievance Officer, ERA, or TBS Counsel) to the discussion of the Union grievance at BMERC, and are specifically encouraged to do so.
4. Policy grievances filed under Article 22.13.2 will proceed according to the Collective Agreement, and normal practices of the parties, through the grievance procedure, including referral to arbitration and scheduling with the Grievance Settlement Board (GSB). The process set out in this Memorandum of Agreement is in addition to the grievance procedure and not intended to delay, alter, or amend that procedure.
5. After the grievance is referred to arbitration at the Grievance Settlement Board, it will be added to the end of the agenda for the next regularly scheduled BMERC meeting. The parties agree not to schedule the grievance until after the BMERC meeting at which the grievance is scheduled for discussion. If the grievance is not resolved at BMERC, the parties will schedule a hearing at the next Joint File Review even if TBS cases are not on the agenda for that month's meeting.
6. If the issue in the grievance has been previously discussed at BMERC the Union and Employer may agree to waive this step and not add it to the BMERC agenda.
7. The parties will discuss the grievance and attempt to provide further information about the facts and their positions, and may narrow the issues, or resolve the grievance in whole or in part through a withdrawal or a Memorandum of Settlement.
8. If the parties are unable to resolve the grievance at BMERC, the parties will determine whether the grievance is suitable for scheduling under Article 22.16 as an expedited mediation/arbitration in accordance with sections (e) and (l) of the GSB's Rules of Procedure for the OPSEU/TBS – Mediation/Arbitration Procedure. If there is agreement to schedule the grievance under this process, the parties will schedule the grievance accordingly at Joint File Review (i.e. mediation/arbitration with precedential value).
9. In order to encourage open discussion and negotiation, the grievance discussions at BMERC, including oral and written settlement discussions and proposals, are privileged and cannot be disclosed or relied upon in any further proceedings. However, the parties agree that documents and factual information disclosed for the specific purpose of the grievance discussion at BMERC may be used by the parties

if the grievance is not resolved and proceeds to a hearing at the GSB.

10. After one year the parties will review their experience with the process at BMERC, and discuss whether it is meeting their needs and helping to resolve Union grievances.
11. Either party may terminate this Agreement with one week's notice at any time.

APPENDIX 54 PAY ADJUSTMENTS FOR MINIMUM WAGE INCREASES

Deleted April 1, 2019

**October 30, 2015
MANDATORY REHABILITATION**

LETTER OF UNDERSTANDING

Ms. Ruth Hamilton
Chief Negotiator, OPSEU
100 Lesmill Road
Toronto, Ontario
M3B 3P8

Dear Ms. Hamilton:

Article 42.7.1 does not absolve the Employer from its duty to accommodate. If a mandatory rehabilitation plan/program is in violation of the Human Rights Code, the Employer will be liable for all actions taken by the Carrier. The Employer agrees to hold the Union harmless from any penalties or damages that may arise from Article 42.7.

Furthermore, where a person does not participate or cooperate in a rehabilitation plan or program that has been recommended or approved by the Carrier and the employee is no longer entitled to benefits, the Employer agrees to notify OPSEU in writing immediately upon notification from the insurance carrier.

Sincerely,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division

**October 30, 2015
ARTICLE 42.3**

LETTER OF UNDERSTANDING

Ms. Ruth Hamilton
Chief Negotiator, OPSEU
100 Lesmill Road
Toronto, Ontario
M3B 3P8

Dear Ms. Hamilton:

The Employer agrees to hold the Union harmless from any penalties or damages that may arise from Article 42.3.2 to Article 42.3.3 and Article 70.3.2 to Article 70.3.3.

Sincerely,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division

APPENDIX 57 REPORTING AND DEFICIT HOURS

Deleted April 1, 2019

Revised: April 1, 2019

October 30, 2015

EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EFAP)

LETTER OF UNDERSTANDING

Ms. Ruth Hamilton
Chief Negotiator, OPSEU
100 Lesmill Road
Toronto, Ontario
M3B 3P8

Dear Ms. Hamilton:

This letter will confirm that the parties at BMERC will review the EFAP to discuss, including but not limited to, the range of services provided and the scope of visits.

Sincerely,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division

APPENDIX 59 SERVICE ONTARIO SCHEDULING ARRANGEMENT

Deleted April 1, 2019

APPENDIX 60 PREFERRED PHARMACY NETWORKS

Deleted April 1, 2019

APPENDIX 61 HEALTH AND PRODUCTIVITY PROGRAM REVIEW

Deleted April 1, 2019

APPENDIX 62 DEPENDENT LIFE INSURANCE

Deleted April 1, 2019

APPENDIX 63
(Renewed for historical purposes only – no longer in effect)
October 30, 2015

ADMINISTRATIVE CHANGES TO INSURED BENEFITS PLAN

LETTER OF UNDERSTANDING

Ms. Ruth Hamilton
Chief Negotiator, OPSEU
100 Lesmill Road
Toronto, Ontario
M3B 3P8

Dear Ms. Hamilton:

The parties agree to meet and discuss administrative changes under the Insurance Carrier's insured benefits plan for OPSEU-represented employees that could lead to savings as soon as practicable following ratification. The parties agree to issue a report and jointly agreed recommendations by no later than May 31, 2016.

Sincerely,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division

MEMORANDUM OF AGREEMENT

Between:

The Crown in Right of Ontario (as represented by the Treasury Board Secretariat)

(“the Employer”)

- and -

Ontario Public Service Employees Union

(“the Union”)

WHEREAS the parties agreed in a memorandum dated December 15, 2016 to make the necessary changes to the Unified and Correctional Bargaining Unit collective agreements commencing January 1, 2018 to provide for movement between the two bargaining units as part of the normal operation of the collective agreements;

AND WHEREAS the intention of the parties is to neither reduce nor enhance the entitlements of members of the Unified and Correctional Bargaining Units with respect to employment stability, recruitment and transfers related to employment accommodation as those entitlements existed in the January 1, 2015 to December 31, 2017 OPSEU Collective Agreements;

NOW THEREFORE this memorandum of agreement confirms the Parties agree as set out below:

1. Seniority and/or continuous service accrued by any member of an OPSEU-represented bargaining unit will be recognized by the other OPSEU-represented bargaining unit. Seniority and continuous service date calculations for an OPSEU member will be based on the respective collective agreement provisions.
2. Employment mobility between the Unified and Correctional Bargaining Units shall be maintained for posting and filling of vacancies, employment stability, health reassignment, pay administration and accommodation.
3. Any disputes with respect to the interpretation, application, or administration of this Memorandum of Agreement shall be referred to the Grievance Settlement Board for final resolution.
4. This Memorandum of Agreement shall be incorporated into the Unified and Correctional Collective Agreements as letters of understanding.

Signed in Toronto this 24th day of January, 2020

SCHEDULE A - AVERAGING OF HOURS OF WORK

Schedule A Averaging Of Hours Of Work

The number of hours of work per week prescribed shall be computed as a weekly average over one (1) year, where the duties of a regular employee require:

- that they work more than the number of hours per week prescribed at regularly recurring times of the year, or
- that the number of hours per week be normally irregular.

Averaging Period:

The averaging period for each class and/or position:

- will conform to the twelve (12) month calendar period which reflects the work cycle of that class and/or position, and
- will be reported to the bargaining agent.

Prorating:

Periods of employment of less than twelve (12) months in an averaging period (e.g., due to appointment, transfer, separation, etc.) will be prorated.

Hours Per Averaging Period:

The hours of work required shall correspond to a thirty-six and one-quarter ($36\frac{1}{4}$) hour week or a forty (40) hour week averaged over the twelve (12) month calendar period.

Changes to Hours Per Averaging Period:

If at any time, a ministry requires a different hours base for a class or for a position within a class (e.g., equivalent of forty (40) hours per week instead of thirty-six and one-quarter ($36\frac{1}{4}$) hours per week), the ministry must:

- alter the affected employees' salaries proportionately, and
- notify the Corporate Labour Relations/Negotiations Secretariat, Ministry of Government Services, and the Union of any such changes.

Record of Hours Worked:

A record will be maintained for each employee affected showing a running total of hours

worked:

- on their regular working days, and
- during the averaging period.

Excessive Buildup of Hours Worked:

When an employee's buildup of hours worked is becoming excessive, they:

- may be required to take time off on an hour-for-hour basis, in order to bring their hours accumulation into line with the hours requirement for the averaging period, and
- will be given reasonable notice, where circumstances permit, of any such time off.

Calculation of Hourly Rate:

In all cases, the basic hourly rate of pay for employees on averaging is to be determined by dividing the weekly rate of the class by thirty-six and one-quarter (36¼) or forty (40) as applicable, unless the basic hourly rate of pay already exists.

Hours Worked Over Annual Requirement:

At the end of the averaging period, any excess hours standing to the employee's credit over and above the annual hours requirement will be considered as overtime.

Normally, the employee shall be paid for their overtime credits. Such payment shall be based on the basic hourly rate the employee was receiving on the last day of the averaging period. Compensating time off may be substituted for payment of overtime credits as follows:

- (a) Where there is insufficient work for an employee to the extent that their presence is not required for a period of time, in which case:
 - a ministry has the authority to direct that the employee take time off rather than receive pay for the overtime credits, and
 - such time off must be taken commencing during the first month of the next averaging period;or
- (b) In circumstances other than the above and where the employee and their supervisor mutually agree to compensating leave, in which case the time off will commence:
 - within the first month of the next averaging period, or
 - at an otherwise mutually satisfactory time.

Hours Worked on Holidays or Other Than Regular Workdays:

- a) All hours worked on a holiday included under Article 47 (Holidays) of the Agreement shall be paid at the rate of two (2) times the basic hourly rate that the employee was receiving when the holiday was worked.

- b) All hours worked on a day that is not a regular working day for the employee will be treated as overtime and based on the rate the employee was receiving when the overtime was worked.

CUSTODIAL RESPONSIBILITY ALLOWANCE

September 23, 1985
Revised: March 29, 1996
June 24, 2005
January 24, 2013

Mr. A. Todd
Chief Negotiator
Ontario Public Service Employees Union
1901 Yonge Street
Toronto, Ontario
M4S 2Z5

Dear Mr. Todd:

**Re: Custodial Responsibility Allowance (K1) - Article 7.8
of the Central Agreement**

This will confirm that effective January 1, 1984, a Custodial Responsibility Allowance of two thousand five hundred dollars (\$2, 500.00) per year is payable to employees of the Ministry of Community Safety and Correctional Services and the Ministry of Children and Youth Services and employees working in training schools operated by Ministry of Children and Youth Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
 - (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of offenders or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;
 - (c) (i) they are required, for the major portion of their working time, to direct offenders or wards engaged in beneficial labour;
or
(ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of offenders or wards engaged in beneficial labour;
- and

(d) they are responsible for the custody of offenders or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - \$47.91 /week
- hourly rated classes:
- 40 hour week - \$1.20 /hour
- 36¼ hour week - \$1.32 /hour

Yours truly,

P. Mooney
Senior Staff Relations Officer

PROBATION OFFICERS' ALLOWANCE

March 29, 1996

Revised: March 12, 2009

Mr. B. Gould
Negotiator
Correctional Bargaining Unit
Ontario Public Service Employees Union

Dear Mr. Gould:

Re: Probation Officers' Allowance

This will confirm that in recognition of the additional and flexible hours worked by Probation Officers within the Ministry of Community Safety and Correctional Services, and the Ministry of Children and Youth Services, the parties hereby agree to the following terms for Probation Officers Allowance, effective the date of ratification of this agreement:

Probation Officers in the Correctional Bargaining Unit will be entitled to a minimum of seven (7) days off with pay and no loss of credits in a calendar year.

This allowance will be prorated for periods of active employment of less than one (1) year and may be advanced to the employee on January 1st of each year.

An employee may accumulate their allowance to a maximum of twenty-one (21) days, but an employee's allowance shall be reduced to a maximum of fourteen (14) days not later than the thirty-first (31st) day of December in each year.

An employee is not entitled to be paid for any accumulated allowance to which the employee remains entitled when the employee ceases to be an employee.

Additional time off with pay and with no loss of credits may be granted at the discretion of the manager of the employee concerned.

All time off under this allowance shall be granted in a manner so as not to interfere with operational requirements.

It is understood by the parties that this agreement will supersede any other pre-existing agreements on this subject; however, any time credits earned under a pre-existing agreement will be carried over to this agreement on a prorated basis, and be treated in accordance with the terms of this agreement.

Yours sincerely,

Linda Barber
Corporate Staff Relations Officer

MERC TERMS OF REFERENCE

Memorandum of Agreement

Between

**The Ministry of the Solicitor General and The Ministry of Children,
Community and Social Services**

(hereinafter referred to as the Ministries)

and

The Ontario Public Service Employees Union

(hereinafter referred to as the Union)

ARTICLE 1 – AUTHORITY

- 1.1 This Memorandum of Agreement is made under the authority of Article 16 (Local and Ministry Negotiations) of the Collective Agreement with respect to Working Conditions and Employee Benefits between the Union and the Crown in Right of Ontario represented by Management Board of Cabinet (hereinafter referred to as the Collective Agreement)
- 1.2 This Memorandum of Agreement covers all Ministry employees who are members of the bargaining units as defined in Article 1 of the Collective Agreement.
- 1.3 This Memorandum of Agreement cancels and replaces the Memorandum of Agreement dated October 11, 1994 between the former Ministry of Solicitor General and Correctional Services (MSGCS) and the Ontario Public Service Employees Union, including the appendant letter dated May 30, 1997 from Nancy Navkar, Co-Chair, C CLERC to Barry Scanlon, Co-Chair, C CLERC, approved by the parties at the MSGCS Ministry Employee Relations Committee meeting on September 3, 1997.

ARTICLE 2 - MANDATE

- 2.1 Subject to Article 3 (Exclusions) of this Memorandum of Agreement, the mandate for the Ministry Employee Relations Committee (MERC) and any Local Employee Relations Committees (LERCs) and currently constituted Regional Employee

Relations Committees (RERCs) is to promote and maintain a positive labour relations relationship between the parties. The following are mutual objectives:

- a) The Ministry and the Union will strive to maintain satisfactory working conditions and terms of employment for all employees who are subject to this agreement;
- b) The Union and the Ministry will work to improve and maintain effective communication between the parties;
- c) The Ministry recognizes that its staff are its most valuable resource and that the effective utilization of staff is vital to the effective work of the Ministry;
- d) The Union and the Ministry, recognizing that regular attendance and a positive work environment are significant factors affecting operations, undertake to work co-operatively towards improving both;
- e) The Union recognizes the goals and principles of the Ministry's operations;
- f) The Ministry recognizes the legitimate role of the Union in representing its membership through the ERC process;
- g) The Ministry and the Union will maintain a high degree of individual respect for the personal dignity and integrity of all involved in the ERC process notwithstanding the party they represent;
- h) The Ministry and the Union will endeavour to resolve issues at the front line managerial level prior to the use of the grievance process;
- i) The Union and the Ministry will endeavour wherever and whenever possible to resolve complaints at the Formal Resolution Stage-of the grievance procedure;
- j) The Ministry and the Union agree to make reasonable efforts to ensure the continuity or representation at MERC, RERC and LERC meetings in an effort to maintain consistency throughout the decision-making process;

The basis of this relationship is found within this Memorandum of Agreement which captures the structural parameters for the Union and the Ministry. In addition, the parties will strive to promote the spirit of agreement and co-operation captured herein.

- 2.2 Where, as a result of discussion under this Memorandum of Agreement, an agreement is reached in any matter of continuing significance, such agreement may be reduced to writing in a Minute of Understanding.
- 2.3 This Memorandum of Agreement, MERC, RERC and LERC discussions, meeting minutes, or Minutes of Understanding shall not be subject to mediation or arbitration.
- 2.4.1 This Memorandum of Agreement and any minute of understanding shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding on the Ministry without the approval of the Deputy Minister or their nominee, and no agreement shall be binding upon the Union without the approval of the President of the Ontario Public Service Employees Union or their nominee.
- 2.4.2 Any minute of understanding negotiated and approved in accordance with subsection

2.4.1 of this Agreement is subject to Article 22 (Grievance Procedure) of the Collective Agreement.

It is agreed that alleged violations will be referred to the Ministry Employee Relations Committee for review/resolution prior to any grievance being filed. The Parties agree that time limits may be waived subject to mutual agreement. All grievances filed would be filed as Union or Ministry grievances.

ARTICLE 3 - EXCLUSIONS

- 3.1 It is agreed that the following will not be the subject of any agreement or Minute of Understanding:
- a) any matters specified in Article 3.1(a)(i) to (a)(vi) below and which are directly controlled by the Public Service Commission;
 - (i) the evaluation and classification of positions in the Regular Service and the determination of the qualifications therefor.
 - (ii) the determination of salary ranges for each classification except a previously established classification for which a salary is determined through collective bargaining.
 - (iii) the recruitment of qualified persons for the civil service.
 - (iv) the assignment of persons to positions in the Regular Service and the specification of salaries payable.
 - (v) the determination of perquisite charges for regular employees.
 - (vi) the provision, assistance or coordination of staff development programs.
 - b) any matters which may involve amendments to legislation or regulations;
 - c) any matters of Ontario Public Service - wide concern (whether or not approval of a Central Agency is required);
 - d) any matters in the Collective Agreement, or a Bargaining Unit Collective Agreement with respect to working Conditions and Salaries, except where expressly provided for in the applicable Collective Agreement.
 - e) any matters which might more properly be the subject of a grievance;
 - f) at Regional Employee Relations and Local Employee Relations Committees, any matter which is of ministry-wide application;
 - g) at the Ministry Employee Relations Committee, any matter which is of local concern or application where such matter has not first been reviewed and referred by the relevant Local Employee Relations Committee.

ARTICLE 4 - MINISTRY EMPLOYEE RELATIONS COMMITTEE (MERC)

4.1 Composition

- 4.1.1 The Deputy Minister will nominate one (1) senior ministry official to represent the Ministry, and that person may nominate not more than four (4) other senior staff to assist him/her. The Union will designate not more than five (5) bargaining unit members who are ministry employees (one of whom shall be a Probation and Parole Officer representative and only one of whom shall be a representative of the bargaining unit members in the classifications identified in the January 23, 2018 Memorandum of Agreement between the Employer and OPSEU), plus one (1) Union staff representative, to represent the Union.
- 4.1.2 The Committee shall be co-chaired by Ministry and bargaining unit representatives.
- 4.1.3 Both sides-will make every reasonable effort to ensure that their representatives reflect the major occupational groups of the Ministry.
- 4.1.4 With the prior agreement of both parties, either party may be accompanied by one or more persons to provide expertise and advice on specific items, or to act as observers or trainees.
- 4.1.5 On the Union side, for education purposes a local Union president or highest ranking local member other than and in addition to the Union team, may, by selection of the Union team, be in attendance at meetings.

4.2 Meetings

- 4.2.1 Meetings of the MERC shall be held not more frequently than once every two months. The places and times for such meetings shall be mutually agreed upon at least six months in advance of any meeting.
- 4.2.2 Notwithstanding Section 4.2.1, additional meetings may be requested in writing by either party, and held upon mutual consent.

4.3 Agenda and Minutes

- 4.3.1 Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least two weeks prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.
- 4.3.2 With mutual consent additional items may be added prior to, or at the meeting.
- 4.3.3 One set of minutes will be produced by the Ministry within fourteen days of each meeting. The minutes will reflect matters discussed and any agreement or disagreement on solutions proposed. Where a matter is deferred, the minutes will reflect which party

is responsible for follow-up.

- 4.3.4 The minutes will be signed by a responsible representative of each party authorizing them for distribution.
- 4.3.5 Issues resolved informally by the parties between formal ERC meetings may, subject to mutual agreement, be reflected in the subsequent set of minutes of employee relations committee meetings.
- 4.3.6 The minutes are not binding on either party nor are they subject to the grievance procedure.
- 4.4 Referral of Unresolved Matters
 - 4.4.1 Matters, which are not resolved at the MERC, may be referred to the Deputy Minister in accordance with Article 16.3 of the Collective Agreement.
 - 4.4.2 Matters not resolved under Article 16.3 of the Collective Agreement may be referred to the Bi-Ministry Employee Relations Committee.

ARTICLE 5 - LOCAL EMPLOYEE RELATIONS COMMITTEES (LERCs) AND REGIONAL EMPLOYEE RELATIONS COMMITTEES (RERCS)

- 5.1 Upon mutual consent, the parties will establish a LERC and/or RERC.
 - 5.1.2 The Deputy Minister will nominate one (1) official of the ministry to represent management, and that person may nominate not more than two (2) others to assist him/her. A Human Resources staff official may attend as well to assist the designated official. The Union will designate not more than three (3) bargaining unit members who are ministry employees within the appropriate Local or unit. A Union staff representative may attend as well to assist the bargaining unit members.
 - 5.1.3 With the prior agreement of both parties, either party may be accompanied by one or more persons to provide expertise and advice on specific items, or to act as observers or trainees.
 - 5.1.4 Notwithstanding the reference to “Local or Unit” in 6.1.2, in probation and parole services the union will designate bargaining unit members who are ministry employees in the appropriate Region of the Ministry.
- 5.2 Meetings
 - 5.2.1 LERC/RERC meetings may be held not more frequently than once every two (2) months at a mutually agreed upon time and place.

5.3 Agenda and Minutes

- 5.3.1 Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least ten (10) working days prior to the scheduled date of the meeting. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.
- 5.3.2 With mutual consent additional items may be added prior to, or at the meeting.
- 5.3.3 One set of minutes will be produced by the ministry within fourteen (14) days of each meeting. The minutes will reflect matters discussed and any agreement or disagreement on solutions proposed. Where a matter is deferred, the minutes will reflect which party is responsible for follow-up.
- 5.3.4 The minutes will be signed by a responsible representative of each party authorizing them for distribution.
- 5.3.5 Issues resolved informally by the parties between formal ERC/RERC meetings may, subject to mutual agreement, be reflected in the subsequent set of minutes of employee relations committee meetings.
- 5.3.6 The minutes are not binding on either party nor are they subject to the grievance procedure.

5.4 Referral of Unresolved Matters

- 5.4.1 Matters, which cannot be resolved, after all reasonable efforts have been exhausted at the local level, may be referred to the Ministry Employee Relations Committee (MERC) at the request of either party.
- 5.4.2 Notwithstanding Section 5.4.1, it is agreed that informal consultation at the regional level may prove beneficial in resolving matters that have not been resolved at the LERC level. Consequently, the parties agree that one management and one Union representative from LERC or currently constituted RERC will undertake to jointly consult with the appropriate regional administration on matters that have been resolved at a LERC/RERC meeting, where the Regional Director or their designee was not present at the meeting. The purpose of this joint consultation is to attempt to resolve matters in dispute so that they will not have to be referred to the MERC. Nothing in this section precludes the direct referral of an unresolved local issue to the MERC where local Union representatives and regional administrators are unable to consult within twenty (20) working days of the LERC/RERC meeting at which the issue in dispute was discussed.
- 5.4.3 Where a LERC/RERC does not exist for the relevant Local or work unit, matters may be referred directly to the MERC.

ARTICLE 6 - ADMINISTRATION

6.1.1 Leave of absence without loss of pay or credits shall be granted to bargaining unit representatives of the MERC, RERC or LERC for the purpose of attending meetings, unless such leave unduly interferes with the operating requirements of the Ministry. Leave requests shall not be unreasonably denied.

6.1.2 The Union MERC Co-chair(s) shall be granted a leave of absence without loss of pay or credits from the employee's place of employment for the duration of their term as MERC Co-chair.

A MERC member from MCCSS shall be granted half-time off without loss of pay or credits from the employee's place of employment for the duration of the members' term.

Three and one-half (3 ½) MERC representatives from Ministry of the Solicitor General shall be granted a leave of absence without loss of pay or credits from the employees' place of employment for the duration of their term.

6.2 Leave of absence with pay shall be granted to bargaining unit representatives of the MERC, RERC or a LERC to accommodate reasonable travel time.

6.3.1 Bargaining unit representatives of the MERC shall be granted a leave of absence without loss of pay or credits granted on a normal working day to a maximum of twelve (12) hours on a full-time basis to conduct MERC business with no loss of credits on the calendar day before a MERC meeting to attend MERC caucus sessions. Expenses incurred by Union MERC members will be borne by the Union.

6.3.2 Bargaining unit representatives of a LERC/RERC shall be granted a maximum of three (3) hours' time off with pay, which is inclusive of the leave as set out in article 6.1.1, and no loss of credits on the day of a LERC/RERC meeting to attend union bargaining team caucus sessions held immediately prior to the meeting.

6.4 Travel and other expenses for LERC/RERC as the result of leaves granted above shall be borne by the Union.

6.5 Any Minutes of Understanding created as a result of the agreement of the parties in the MERC, LERCs and RERCs shall be given effect by the signature of responsible officials of both parties, but no agreement shall be binding upon the Union without approval by the President of the Ontario Public Service Employees Union or their designee, and no agreement shall be binding upon the Ministry without approval by the Deputy Minister or their designee.

ARTICLE 7 - VIEWING POSITION DESCRIPTION FORMS

7.1 Upon written request to the Manager, Human Resources Services, an employee shall be given a copy of the position specification applicable to their position.

ARTICLE 8 - PROBATION OFFICER ALLOWANCE

8.1 Probation Officer Allowance entitlements, formerly set out in the MERC agreement, are now set out in Appendix COR3 of the Agreement.

ARTICLE 9 - TERM

9.1 This Memorandum of Agreement covers the period from November 4, 1999 to November 3, 2000, and shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing at least one month in advance of the year ending that it wishes to amend the Memorandum of Agreement.

**For the Ontario
Public Service
Employees Union**

**For the Ministry of the
Solicitor General**

**For the Ministry of
Children, Community
and Social Services**

APPENDIX COR5

CLASSIFICATION ADJUSTMENTS

1. The Employer shall undertake a review and update of the Probation Officer class standards and shall establish a Probation Officer 3 classification, effective January 1, 2002. The salary rates for the Probation Officer 3 level shall be:

01/01/02:	\$978.70	\$1,009.87	\$1,041.98	\$1,075.99	\$1,111.83
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2. The Employer shall establish a new classification entitled Youth Worker, and the salary rates shall be:

01/01/02:	\$19.54	\$21.10	\$22.32
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3. Effective January 1, 2002, a 4% increase to all rates in the salary range for the Probation Officer 1 and 2 classes and the range for the proposed Probation Officer 3 class.

Note: These classification adjustments shall not be challenged by either party under the *Pay Equity Act*, because they reflect adjustments to address skills shortages as contemplated by Section 8 (1) (e) of the *Pay Equity Act*.

TRAINING AND DEVELOPMENT

**Letter of Understanding
Regarding
Training and Development**

The parties agree that the joint Training and Development subcommittees of the MERCs will continue to examine issues related to training and development as they apply to the Ministry.

The mandate of the subcommittees will include:

- supporting professionalism through its review of the training, advice and tools that are currently being used;
- reviewing information regarding training from other jurisdictions across Canada
- recommending improvements through the reviews of current training and training models from other jurisdictions;
- reviewing the structure or development of internal training programs and special project training assignments;
- investigating professional developmental opportunities.
- supporting Peer Mentorship Committees.

Meetings

The sub-committees will meet quarterly with all meetings for the year to be scheduled at the first meeting of each year.

Agenda and Minutes

Annotated agendas of reasonable length detailing issues in a clear and concise fashion will be exchanged by the parties at least ten (10) working days in advance. Agenda items should be of general concern to the parties as opposed to personal concerns of individual employees.

With mutual consent additional items may be added prior to, or at the meeting.

Minutes will be done live and signed off by both parties at the conclusion of each meeting.

Referral of Unresolved Matters

Matters which cannot be resolved may be referred to the Ministry Employee Relations Committee (MERC) at the request of either party.

Composition

The subcommittees shall be comprised of equal numbers of Union and Employer representatives including the Ministry Union MERC Co-chair or designee, and shall be activated within ninety (90) days of the signing of this Agreement. Four (4) union representatives will be from the Correctional Bargaining Unit.

It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by MERCs for such matters.

PROVINCIAL OVERTIME PROTOCOL

Letter of Understanding

Ms. Gissel Yanez
OPS Negotiator, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Provincial Overtime Protocol**

The parties agree that based on the amendments to the overtime provisions of the Collective Agreement, corresponding changes will be required for the Provincial Overtime Protocol. These changes include:

- Where an overtime period is a shift extension of four hours or less, such hours shall not be subject to distribution as per the overtime protocol, but the hours worked will count towards the overtime assessment period.
- Up to March 31, 2019, to the extent possible, overtime opportunities will only be offered once the non-overtime regular and non-overtime fixed-term resources have been exhausted, even if part of the shift becomes overtime.
- Effective April 1, 2019, to the extent possible, overtime opportunities will only be offered once the non-overtime regular and non-overtime fixed-term resources have been exhausted.

The Provincial Overtime Protocol shall be referred to MERC for discussion and resolution of these changes and any other clarifications required and must be ultimately approved by BMERC.

Yours truly,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

FIXED-TERM ROLLOVERS (CO & YSO)

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Fixed-Term Rollovers of Correctional Officers and Youth Services Officers in
MCSCS/MCYS**

When a vacancy occurs, the parties will continue to utilize their current processes to rollover fixed-term Youth Services Officers and fixed-term Correctional Officers to the Regular Service. The appropriate MERC and/or MERC Transition Sub-Committee will be responsible for any disputes arising from the vacancy and will resolve all vacancies using a mix of lateral transfers and rollovers as negotiated. Where both parties agree, the competition process of posting vacancy(s) will be utilized to allow for fixed term and regular employees to apply.

Fixed term employees will have their hours calculated quarterly. These hours will be given to fixed-term employees with a dispute form to be checked and given back to the Employer for final verification. This will be done in order to expedite any further rollovers.

Once vacancies have been identified, rollovers will be conducted in the following manner:

- Step 1 Positions to be filled by Rollover shall be by an “Expression of Interest” that will be posted in the institutions as determined by MERC.
- Step 2 Fixed-term employees who indicate their interest in a rollover position, will have their quarterly hours reviewed and will be rolled over into the Regular Service in accordance with Appendix COR19.

Any Fixed-Term employee who declines a Regular position will continue with their Fixed-Term contract.

Failing agreement between the parties at either MCCSS MERC or Ministry of the Solicitor General MERC in reference to the vacancies, the Employer retains their rights under Article 2 of the Collective Agreement.

It is understood and recognized that this agreement does not supersede or interfere with any diversity initiatives.

Yours truly,

Matt Siple
Director, Negotiations Branch
Centre for Labour Relations and Compensation
Treasury Board Secretariat

INVESTIGATION AND SUSPENSION OF FIXED-TERM EMPLOYEES

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Investigation and Suspension of Fixed-Term Employees**

The *Public Service of Ontario Act, 2006* (PSOA) sections 35, 36 and 55, provide the authority to suspend employees with or without pay.

When an investigation is initiated, the Employer should consider whether the employee under investigation can remain in the workplace in some capacity, including whether the employee can be assigned other work within the workplace. Where the Employer determines that an employee cannot remain in the workplace pending an investigation, they will be suspended under section 36 (2) of PSOA.

Each decision to suspend pending an investigation and whether it will be with or without pay will be based on the specific facts of each case. Factors to consider may include the anticipated length of time it may take to conclude the investigation and the seriousness of the allegations.

When an employee has been suspended pending an investigation:

- In Ministry of the Solicitor General and MCCSS (Youth Justice Division), the Employer will contact the OPSEU Local President and the OPSEU MERC Co-Chair to notify them of the suspension, as soon as practicable.

In instances where a Correctional Bargaining Unit employee is suspended pending an investigation, and a determination has been made to suspend the employee with pay, the suspension of a fixed-term employee will be based on averaging the straight-time hours worked by the employee during the previous thirteen weeks.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

SURVEILLANCE IN CORRECTIONAL WORKPLACES

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Surveillance in Correctional Workplaces**

The parties agree to the following regarding use of surveillance and electronic equipment in the workplaces:

Purpose

The purpose of electronic monitoring and surveillance of Correctional workplaces is for the safety and security of staff, inmates and property of the respective ministry. Information obtained may be used for protection against criminal acts such as theft, depredation and damage to property.

Advisement

The Employer shall notify the Union of any increases in use of surveillance equipment. In instances that the Employer is relying upon any type of electronic audio or video recordings for discipline or investigative purposes, the Employer shall notify the Union prior to holding a meeting with the employee for the purpose of investigation, that the Employer is in possession of electronic audio or video recordings that will be used for discipline or investigative purposes. Prior to a disciplinary meeting, the Employer will provide a copy of such recording to the Union, as soon as reasonably practical, upon request.

The use of electronic monitoring/surveillance equipment is not to be used as a replacement for supervising or managing; or as a means to evaluate employee performance.

Any disputes regarding surveillance in a Correctional workplace by the Employer shall be referred to the appropriate MERC for discussion and resolution.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HR Ontario
Ministry of Government Services

PROBATION AND PAROLE OFFICER WORKLOAD

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Probation and Parole Officer Workload**

This will confirm that the parties agree to continue the Probation and Parole Officer workload sub-committee of MCSCS MERC for the duration of this Collective Agreement.

The mandate of the workload subcommittee will include:

1. Development of Terms of Reference for the Sub-committee
2. Establishment of a process to address work load concerns in a timely manner
3. Any new policy that will have a direct impact on workload, shall be submitted for review. The sub-committee can make recommendations on strategies to address increased workload.
4. Make recommendations to MERC on workload issues as needed.

This will confirm that the parties will utilize a Work Load Analysis tool in their respective Ministries to reallocate workload or resources. For clarity, MCSCS will refer all workload/work tool issues/disputes to the local workload review committee and if not resolved, it will then be referred to the RERC. If not resolved at RERC the matter will be referred to the workload subcommittee of MERC.

The MCSCS subcommittee will be comprised of equal members of Union and Employer representatives (membership will include the Union Probation & Parole representative on MERC) and shall be activated within ninety (90) days of signing of this agreement.

It is understood that time off and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by MERCs for such matters.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HR Ontario
Ministry of Government Services

PROBATION OFFICER WORKLOAD

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Probation Officer Workload**

MCYS MERC will:

1. Jointly develop and determine the Workload Analysis tool to be used.
2. Develop an implementation plan and process to deal with workload issues.
3. Create a workload dispute resolution mechanism.
4. Review new initiatives to determine workload implications and make recommendations to address workload issue.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HR Ontario
Ministry of Government Services

PERSONAL PROTECTIVE EQUIPMENT

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Personal Protective Equipment**

The parties agree upon the joint objective of maintaining health and safety of all employees in Correctional Institutions and Facilities.

The parties agree that the MCSCS PJH&SC and the MCYS PJH&SC respectively will review, test, and recommend new security and personal protective equipment (PPE) in the Correctional Bargaining Unit.

The parties' objective is to improve and maintain the security, control, supervision, care and rehabilitation of adult offenders and young persons.

The mandate will include:

- reviewing current security equipment
- reviewing current PPE, including clothing
- reviewing the current usage and policies on said equipment
- reviewing PPE and security equipment from other jurisdictions, and recommending best practices
- recommending new equipment for usage within the Correctional System for Institutions, Facilities and Community Services
- assist in the development Correctional training specific to new PPE
- recommending policies and procedures for use of new PPE

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

OCCUPATIONAL STRESS INJURIES

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

The parties agree the MCSCS PJHSC and the MCYS Divisional H&SC will review the trends of Occupational Stress and Work Place Violence.

The mandate will include:

1. a) Receive and review statistics on levels of violence that have occurred in the workplace. The focus will be to determine any trends in the escalation of serious violent incidents in the Ministries' Adult and Youth facilities and make recommendations. This will include a review of statistics, such as:
 - Offender-on-Offender incidents
 - Offender-on-Ministry Staff incidents
 - Ministry Staff-on-Staff in the work place
 - WSIB, EAP, LTIP data, CISM data

The Employer shall provide such statistics to the committee on a semi-annual basis. There will be two reporting periods: 1) January 1 – June 30 and 2) July 1 – December 31. Statistics will be provided to the Union within thirty (30) days of each reporting period.

b) The MERC and the MCYS Divisional H&SC or the MCSCS PJH&S, as applicable, will be notified by the Employer as soon as practicable, of any serious assaults on staff, serious staff injuries, credible threats against staff, or other incidents as the parties may agree.

The Local President or Designate will be notified by the Employer as soon as practicable, of any assaults, injuries, threats against staff, or other incidents as the parties may agree.

2. Recommend a jointly developed strategic plan for staff training to provide the training to meet the physical and psychological demands on Correctional Bargaining Unit employees.
3. The development and making of joint recommendations on training to recognize and address the signs of depression, anxiety, addictions and occupational stress injuries related to violent and traumatic incidents that have occurred in the operational setting. Further, the committee will be given an opportunity to review the training content and provide feedback prior to implementation.
4. Jointly identify support programs to treat depression, anxiety, addictions and Post Traumatic Stress Disorders for both short and long term Occupational Stress Injuries.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

PROVINCIAL STAFFING LEVELS

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Provincial Staffing Levels

The parties agree that the Ministry of the Solicitor General and MCCSS (Youth Justice Division) MERCs will review staffing levels in the Correctional Bargaining Unit.

The mandate will include:

- Reviewing the current staffing levels in the Correctional Institutions, Youth Facilities and Community Services.
- Making recommendations on a staffing operational model or models.
- Operational review of the Compressed Work Week Agreements and assist with development of effective and consistent scheduling principles.

The MERCs will commence the review within ninety (90) calendar days of the signing of this agreement and provide a report to the Deputy Minister within one year of the commencement of the review.

Yours truly,

Mark Deisenhofer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

ROLLOVER OF FIXED-TERM (PO&PPO)

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Rollover of Fixed-Term Probation Officers and Probation and Parole Officers**

The parties agree to fill all regular vacancies within both Ministries using the following methods:

1. Lateral Transfer;
2. Roll Overs (Appendix COR19) based on straight time hours;
3. Conversions in accordance with Article 31.A.15;
4. Competition.

The parties agree to utilize a balanced approach in filling the vacancies. The MERCs may have consultations with the local parties on filling regular vacancies.

The parties agree that the MCSCS and MCYS MERCs will implement this agreement within ninety (90) days following the first MERC meeting upon ratification.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

MCSA S.22 AND CFSA S.98 INVESTIGATIONS

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Union Representation during MCSA S.22 and CFSA S.98 Investigations**

This will confirm that, in recognition of Collective Agreement Article 1.1, employees represented by the Ontario Public Service Employees Union (OPSEU) are entitled to Union representation during investigation and allegation processes.

For clarity, every employee has the right:

- to be informed promptly of the reasons for the investigation;
- to retain Union representation without delay and to be informed of that right;
- to have Union representation during Level One or Level Two investigation interviews;
- Employees who are the subject of an investigation under the Act are required to receive a written notice notifying them of such, unless this notice would impede a police or Correctional Services investigation;
- to be treated in accordance with the Employer's relevant ethical codes of behaviour during the interview process; and
- to have investigation interviews videotaped, where operationally feasible, with a copy to the subject employee and the Union.

It is understood and agreed that, in the event of a Union representative being present, they shall be entitled to make comments at the beginning and/or end of any investigative meeting. During an investigation meeting the representative shall neither coach nor direct the employee.

The representative may raise concerns about the application of this procedure.

All parties agree that there is an obligation to cooperate during an investigation, including

the obligation to provide complete and truthful statements.

It is further understood that employees who are providing representation will be dealt with in accordance with the usual practice of a duty assignment.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HR Ontario
Ministry of Government Services

HEALTH AND PRODUCTIVITY PROGRAM

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Health and Productivity Program**

The parties agree that two (2) joint sub-committees of the MERCs have been established to develop and implement a health and productivity program in correctional facilities, youth facilities and in Community. The Health and Productivity Program will mirror the current program that was designed and developed in MCYS.

Each sub-committee will be comprised of equal members of Union and Employer representatives and shall be convened within ninety (90) calendar days of the signing of this agreement

It is understood that time off, and compensation for sub-committee members will be dealt with in accordance with the usual practice adopted by MERCs for such matters.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HR Ontario
Ministry of Government Services

**FXT SENIORITY IN INSTITUTIONS, FACILITIES, PROBATION AND
PROBATION & PAROLE**

Letter of Understanding

Ms. Gissel Yanez
OPS Negotiator, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Fixed-Term Seniority
Correctional Institutions, Youth Justice Facilities,
Probation Offices and Probation and Parole Offices**

This will confirm our agreement reached during negotiations that fixed-term employees employed within Correctional Institutions, Correctional Services Recruitment and Training Centre, Youth Justice facilities, Probation Offices and Probation and Parole Offices, shall be entitled to have their service counted towards the accumulation of seniority, based upon 1725.5 straight-time hours or 1904 straight-time, as appropriate, counting as equivalent to one year's service, or pro-rated to the equivalent of less than one year as appropriate.

For clarity, for the purposes of service counted towards the accumulation of seniority, the above-noted fixed-term employees shall not be credited more than 36.25 straight-time hours or 40 straight-time hours per work week, as applicable, based on the fixed-term employee's hours of work.

Such seniority may be used, at an institution, facility or office level only, by such an employee for the purpose of rollovers, competitions, layoffs, and transfers, as provided in the Collective Agreement.

Yours Truly,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

PROVINCIAL HEALTH AND SAFETY

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
MCSCS Provincial Joint Health and Safety Committee and the MCYS
Divisional Health and Safety Committee

Preamble

The Employer and the Union recognize the importance of emphasizing Occupational Health and Safety (OH&S) issues in the workplace. With this in mind, the Employer and the Union agree to the establishment of a two (2) Provincial Joint Health and Safety Committees on Occupational Health & Safety to address safety throughout the MCSCS (Correctional Services Division) and MCYS (Youth Justice Division).

This document sets forth the terms of reference for those committees. The Employer and Union representatives recognize that terms of reference are necessary to guide the operation of the Committees and the issues they may be required to review.

1. Mandate

The purpose of the Provincial Joint Health & Safety Committees (the “Committees”) is to review health and safety issues with Ministry-wide applications and make recommendations to the Deputy Minister that may lead to resolution of such issues and assist with implementation.

The Committees also function per the provisions of the guidelines as originally established pursuant to the Memorandum of Settlement signed between the parties on September 21, 1990 (MCS), the MOL Order dated November 13, 1990 (MCS) the Agreement agreed between the parties dated March 07, 1991 (MCS), the Right to Refuse Unsafe Work Protocol dated October 04, 1991 (MCS), and the Agreement dated October 19, 2006 (MCYS).

The parties agree to establish two Ministry-level Committees – one for Ministry of Children and Youth Services (Youth Justice Division) and one for Ministry of Community Safety and Correctional Services (Correctional Services Division).

Ministry Level Committees

Functions of and matters appropriate for consideration of the committees include:

1.1 The purpose of the Ministry level committees is to review health and safety issues with Ministry-wide application and to act as a forum where potential areas of concern can be discussed and recommendations for action made. Functions of and matters appropriate for consideration by the committee include:

- a) receive and review accident occupational illnesses statistics;
- b) discussing issues which have Ministry-wide application and have been identified by the Union or the Employer;
- c) reviewing Ministry and/or Union health and safety training initiatives;
- d) reviewing occupational health and safety and WSIB investigation reports of all fatal work-related accidents and critical injuries. The Employer will notify the Union Provincial Health and Safety Co-chair as soon as reasonably possible when a critical injury occurs, and shall provide report(s) directly related to the critical injury for review;
- e) receiving and reviewing all newly issued health and safety directives and procedures issued by the Employer at the Ministry/Divisional level;
- f) acting as a resource to local workplace committees/representatives;
- g) reviewing unresolved issues from the local level that have been referred to the Ministry level committees. The issues will be reviewed by a worker representative selected by and from the worker representatives of the Ministry-level committee and an Employer representative of the Ministry-level committee, with the objective of resolving the issue. This joint review will be undertaken prior to the unresolved issue being placed on the agenda for subsequent Ministry-level committee meetings, or in the alternative the resolution of the issue will be reflected in the subsequent set of minutes.
- h) To promote conducting safety inspections on a regular basis through consultation with local OH&S committees or worker representatives.
- i) To review issues and minutes of local health and safety committees/representatives which have been raised at the local and have been jointly referred to PJH&S Committees.
- j) To inspect specific sites when there is appropriate justification for doing so as agreed upon by the Committee(s) for matters referred in accordance with the previous paragraph.

2. Membership

2.1.1 Each of the Committees shall be composed of four (4) Employer nominees chosen by the Employer and four (4) worker nominees chosen by the Union. The Union and the Ministry may each provide staff resources to the Committees as necessary.

2.1.2 (a) Two (2) of the members of each of the committees shall be selected as co-chairs, one of whom shall be selected by the members who represent the Union and the other of whom shall be selected by the members who exercise

managerial functions.

- (b) MCSCS Committee Union co-chair will have approved full-time off and the Union Community Representative will have approved half-time off. Additional time off requests for the MCSCS Union Community Representative will be considered by the Employer on a case-by-case basis. The MCYS Committee Union co-chair will have approved full-time off. The MCYS Union Community Representative will have an approved minimum of thirty-six and a quarter (36 ¼) hours per month time off, and additional time off will be considered by the Employer on a case-by-case basis. This time off will be a leave of absence without loss of pay or credits and considered a duty assignment and the time off will be paid by the Employer. Expenses incurred by the Committees' Union co-chairs will be paid for by the Union.

- 2.1.3 The Employer co-chair of the MERC may, and the Union co-chair of the MERC will, sit as ex-officio members of these committees.
- 2.2.1 Union members of the Committees shall be permitted to take time from work to attend meetings of the Committees, unless such leave unduly interferes with the operating requirements of the workplace. Permission will not be unreasonably denied.
- 2.2.2 All time spent attending the committee meetings shall be considered as work time and paid at the regular or premium rate, as may be proper, for members who are Ministry employees.
- 2.3.3 Preparation time will be provided and approved by the Employer to Union members of one (1) day prior to scheduled committee meetings, to allow for total travel and caucus time.
- 2.3.4 Expenses related to travel for Union members of the Committees shall be paid for every second meeting in accordance with the government's and Ministry guidelines.

Scheduling Meetings

- 3.1 Meetings of the Committees shall be scheduled quarterly or otherwise at the mutual agreement of the parties.

Local Workplace Committees/ Representatives

- 4.1 The parties agree that all Ministry workplaces as defined by the Occupational Health and Safety Act will abide by the provisions established by the Occupational Health & Safety Act.
- 4.2 The Ministry and the Union agree to establish joint Occupational Health and Safety committees at each workplace as defined by the Occupational Health and Safety Act.

Such workplace committees shall function in accordance with the provisions for joint Occupational Health and Safety committees.

- 4.3 It is the policy of the Ministry and the Union to encourage the active participation of all workers in the prevention of accidents and in the promotion of health and safety in the workplace.
- 4.4 The parties acknowledge that the joint Occupational Health and Safety system can only be successful where the representatives of the Employer and the workers are committed to these responsibilities. Therefore, the parties undertake to cooperate in ensuring that these provisions will be carried out by their respective organizations.
- 4.5 The parties have adopted these provisions in good faith and agree to promote occupational health and safety in the workplace, and assist joint Occupational Health and Safety committees, committee members and workplace representatives, by providing such information and assistance as may reasonably be required for the purpose of carrying out their responsibilities.
- 4.6 The purpose of these provisions is to detail the formation, function, composition and administrative processes for the joint Occupational Health and Safety committee system which is being adopted by the Union and the Ministry for workers throughout the Ministry.
- 4.7 The parties jointly encourage the resolution of all occupational health and safety complaints in accordance with these provisions. It is further recommended that workers and supervisors are to endeavour to jointly resolve occupational health and safety issues and complaints in their own workplace through the local joint committee process. It is the expectation of the parties to resolve outstanding issues and complaints jointly prior to the initiation of grievances under the Collective Agreement on Working Conditions and Employee Benefits. At the same time, these principles are not intended to abridge the right of the Union or a worker to inform the Ministry of Labour when it is felt that a health and safety complaint has not been satisfactorily resolved.
- 4.8 The Occupational Health and Safety committee structure may accept for discussion and resolution, items pertaining to the occupational health and safety except issues relating to staffing (including complement, deployment, scheduling, assignments, posts, etc.) overcapacity and security (both static and dynamic).

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

APPENDIX COR21 OFFENDER TRANSPORTATION SUB-COMMITTEE
Deleted April 1, 2019

PEER MENTORSHIP PROGRAM FOR INSTITUTIONS/FACILITIES

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Peer Mentorship Program for Institutions/Facilities**

A Peer Mentorship Program Framework will be developed by the Training and Development Sub-Committee of MERC.

Peer Mentorship Committees (Local Committees) will be established at each institution/facility.

Once the Framework has been completed those employees who have been selected as mentors will be provided with training.

The Local Committees will implement the Framework with regard to all newly hired employees and other employees as identified by the Employer.

The mandate of each Local Committee will include:

- implementing the Framework, with such modifications as may be necessary given relevant site specific information;
- training and provide orientation of site specific Standing Orders and/or Policies and Procedures;
- working directly with mentors to provide ongoing support to, the newly hired employee(s) or other employee(s) as identified by the Employer; and
- keeping current with all changes to the Standing Orders as well as any changes to policies and procedures.

Composition

Each Local Committee will have an equal number of Union and Management representatives, to a maximum of three (3) per party. Union members will be selected by the Local Union Executive.

The Institutional Training Manager, or other person as identified by the Employer will co-chair the committee.

Meeting

Each committee will meet as required to fulfill its mandate. It is understood that time off, and compensation for Local committee members will be dealt with in accordance with the usual practice adopted by the facility / institution's Local Employee Relations Committee (LERC).

Disputes

Any disputes arising from the Local Committees will be referred to the LERC for resolution; failing resolution by the LERC, the dispute may be referred to the Training & Development sub-committee of MERC.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HR Ontario
Ministry of Government Services

PEER MENTORSHIP PROGRAM FOR COMMUNITY

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Peer Mentorship Program for Community**

The parties agree that Peer Mentorship Committees will be established at the Ministry level for the Probation and Probation and Parole Offices in the Ministry of Community Safety and Correctional Services (MCSCS) and the Ministry of Children and Youth Services (MCYS). These committees shall be comprised of a maximum of four (4) Union members and four (4) Employer representatives, and shall function as Sub-committees of the existing Training and Development Committees.

The mandate of the committees is to develop a Peer Mentorship Program.

The parties further agree that this will be completed within nine (9) months of ratification of the Collective Agreement.

Once these guidelines have been completed the Peer Mentorship Program will be implemented through MCSCS and MCYS.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

STAFFING REALIGNMENTS AND CROSS MINISTRY TRANSFERS

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Staffing Realignments and Cross-Ministry Transfers**

For the term of the Collective Agreement, in the event of staffing realignments (downsizing) in adult institutions, youth facilities, Probation and/or Probation and Parole, in the Ministry of Community Safety and Correctional Services and/or the Ministry of Children and Youth services, the parties agree to work together to minimize the impact on staff through cross-Ministry agreements which enable staff to move within both Ministries.

Furthermore, for the term of the Collective Agreement, MCCSS Probation Officers and Ministry of the Solicitor General Probation and Parole Officers are eligible to fill a vacancy in either ministry by way of a lateral transfer (Article 6.6.1) or a job trade (Article 10.3). For further clarity, the parties agree that Probation Officer positions in MCCSS are identical to Probation and Parole Officer positions in Ministry of the Solicitor General and any such positions shall be deemed to be within the same Ministry.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Flexible Hours of Work and Telework Arrangements that Include CWW
Schedules in Probation and Probation & Parole Offices**

Flexible hours of work arrangements are defined as when the start and/or stop times for the employee are outside of a designated core period. Telework is an alternate work arrangement in which work that is traditionally conducted in the employee's headquarters is performed at an alternate location which may include the employee's home.

Whereas the parties agree that flexible hours of work arrangements can be an effective method of assisting employees to balance work and personal responsibilities as well as achieving organizational objectives, the parties agree to the following:

- 1) Hours of work shall be arranged to best serve the convenience of the public and the achievement of operational needs.
- 2) The parties recognize that there may be instances where flexible hours of work arrangements may not be a viable method of arranging schedules to meet operational requirements. Further, the parties agree that it is critical to, at a minimum, adhere to common service standards.
- 3) Local Employee Relations Committees may enter into a review process on the feasibility of incorporating flexible hours of work arrangements in the workplace, including Compressed Work Week agreements, and telework.
- 4) Should the workplace not have a Local Employee Relations Committee, the Ministry Employee Relations Committee may review the feasibility of incorporating a flexible hours of work arrangement in the workplace.
- 5) When the Employer cancels or amends a flexible hours of work arrangement, they shall provide notice to the affected employee(s) in writing at least one (1) month prior to the cancellation or amendment.

- 6) The parties recognize that the Employer has the right to deny, alter or cancel flexible hours of work arrangements. The Employer's exercise of discretion pursuant to this letter shall not be grievable.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

**LOCAL MEDIATION-ARBITRATION PROTOCOL AND
IMPROVING & MAINTAINING LOCAL LABOUR RELATIONS**

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Local Mediation-Arbitration Protocol and
Improving & Maintaining Local Labour Relations**

This will confirm the parties' joint commitment to the Memoranda of Agreement dated April 8, 2011 regarding Improving and Maintaining Local Labour Relations as well as the Local Mediation-Arbitration Protocol dated April 8, 2011. The parties agree to carry forward this commitment of improving labour relations in MCSCS and MCYS.

For clarity, MCSCS will continue to follow the above-noted agreement and protocol, and MCYS will negotiate a similar agreement and protocol within ninety (90) days of ratification of the Collective Agreement.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

MENTAL HEALTH TRAINING

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Mental Health Training**

The parties agree to create a joint sub-committee of the MCSCS and MCYS MERCs to jointly review, make recommendations, including potential enhancements and refresher training, as necessary to the Mental Health Training Curriculum, as well as participate in the development of any new curriculum changes to Mental Health Training. The subcommittee shall meet within ninety (90) days of ratification of this Collective Agreement to develop its Terms of Reference.

The parties agree that the Employer will provide mandatory mental health training, in accordance with the Mental Health Training Curriculum, regarding the day-to-day supervision of inmates, youth, and offenders in the institutions, facilities or community, as applicable, for all employees.

The Employer recognizes the need for mental health training for employees in the day-to-day supervision of inmates, youth, and offenders. The need for this training has been identified in many Ministry reports and inquests as fundamental to the care, custody and control of inmates, youth and offenders and for service delivery.

This Letter of Understanding shall be effective as of the date of ratification and continues for the duration of the Collective Agreement.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

**APPENDIX COR28 Use of Force Sub-Committee
Deleted May 26, 2016**

INSTITUTIONAL SECURITY TEAMS

Letter of Understanding

Ms. Gissel Yanez
OPS Negotiator, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Institutional Security Teams**

The parties agree that the Institutional Security Team (IST) that was established at the Toronto West Detention Centre (TWDC) had a positive impact on TWDC's security.

The Employer established an IST following the decommissioning of the TWDC at the Toronto South Detention Centre (TSDC) when it was commissioned. ISTs may be established in other Correctional Institutions in the Ministry of the Solicitor General.

A process is now in place where ISTs will be established upon approval of the ADM, Institutional Services and thereafter under the direction of the Superintendent.

The Ministry of the Solicitor General MERC will be provided with a copy of any application for an IST.

This agreement will be in effect for the term of the Collective Agreement.

Yours truly,

Matt Siple Director, Negotiations Branch Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

BACKFILLS IN COMMUNITY SERVICES

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Backfills in Community Services**

A joint committee of the Ministry of the Solicitor General and MCCSS (Youth Justice Division) MERCs shall be established to examine the creation of a backfill pool of Ministry employees, including qualified Probation Officers, Probation and Parole Officers, Correctional Officers, Youth Services Officers, Bailiffs, and Support Staff. The committee will also examine the expansion of the area of search to include other Ministries province-wide where no qualified candidates are available from within the Ministry.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

SAFETY EQUIPMENT AND PROTECTIVE CLOTHING FOR PO AND PPO

Letter of Understanding

Mr. Rob Field
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Safety Equipment and Protective Clothing for PO and PPO**

Probation Officers and Probation and Parole Officers are often required to work in the community and in remote locations as a requirement of their jobs. The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees in accordance with Article 9.2.

Any disputes regarding Probation Officer and Probation and Parole Officer safety equipment and protective clothing shall be referred to the respective MERC for discussion and resolution.

Yours truly,

Mark Dittenhoffer
Manager
Employee Relations Division, HROntario
Ministry of Government Services

ALTERNATIVE DISCIPLINE RESOLUTION PROCESS COMMITTEE

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Alternative Discipline Resolution Process Committee (“ADRC”)**

The parties have agreed to establish Alternative Discipline Resolution Process Committees (“ADRCs”) to review suspensions and/or dismissals after they have been imposed but prior to an appearance before the Grievance Settlement Board in the event that a grievance is referred.

Each ADRC is a sub-committee of its respective MERC and is comprised of an equal number of Union and Employer representatives from the MERCs. It is understood that time off and compensation for committee members will be dealt with in accordance with the usual practice adopted by MERC for such matters.

The parties have agreed to a Terms of Reference for the ADRCs, and any clarifications required on the ADRC Terms of Reference will be referred to the MERC for implementation.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

ADMINISTRATIVE COMPENSATING LEAVE

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Administrative Compensating Leave

The employer is currently engaged in modernizing facilities programs and services within the Ministry of Community Safety and Correctional Services, and the Ministry of Children and Youth Services. It is recognized that as the modernization process unfolds, working conditions, staffing needs and scheduling patterns need to evolve to match a changing work environment. The employer values the work of all of its employees and would like to maintain a highly trained and professional workforce.

In recognition of some of the current impacts from a challenging and changing workplace environment, all full time and fixed term correctional services bargaining unit employees shall be granted thirty-six hours (36) of compensating leave, pro-rata for part time, effective January 1, 2016, and on January 1, 2017. Compensating leave that is not used within a calendar year shall be treated in accordance with article COR 8.6 or article COR15.5, as applicable.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

UNIFORM POINT SYSTEM

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Uniform Point System for All Correctional Officers
AND Youth Services Officers**

This will confirm that the parties have agreed that a point system for all Correctional officers and Youth Services Officers will include the following conditions:

- (a) A credit, in the form of points (to be established) is allocated to each employee yearly on their established anniversary date of employment.
- (b) Employees may utilize the points by placing orders twice per year.
- (c) Employees will be able to carry-over points, to a maximum carry-over of one (1) times the officer's yearly point allocation. Points in excess of the maximum carry-over will be forfeited.
- (d) The implementation of the Uniform point system will be based on the current clothing entitlement. For the Ministry of the Solicitor General, this will also include access to a dress uniform. This will not result in an increase in funding.

Within ninety (90) days, a sub-committee of the MCCSS MERC will be established to make joint recommendations to the MERC regarding the point value for each uniform item and the yearly point allotment for employees. The Ministry of the Solicitor General Staff Clothing Committee will make joint recommendations to the MERC regarding the point value for each uniform item and the yearly point allotment for employees.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

TRAINING AND E-LEARNING

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Training and E-Learning in the MCYS Facilities and MCSCS Institutions**

Where an employee is required to complete training (e.g., e-learning / computer training) they will, where necessary and operationally feasible, be relieved of duties and may be backfilled.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

MCCSS (Youth Justice Division) SELF DEFENCE AND CANTEEN SUB-COMMITTEE

Letter of Understanding

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
MCCSS (Youth Justice Division) Self Defense and Canteen/Incentive Sub-Committee**

The parties agree to the establishment of a sub-committee of the Divisional H&SC for the MCCSS (Youth Justice Division).

The mandate of the sub-committee will include:

1. The development of the terms of reference for the sub-committee. The committee will be comprised of three (3) Union members, including the OPSEU Divisional H&SC Co-Chair, and three (3) Employer representatives, including the Employer Divisional H&SC Co-Chair and shall be activated within ninety (90) days of ratification of this agreement.
2. The development and making of joint recommendations on training/standards for transportation, the use of escort officers and self-defense/Understanding and Managing Aggressive Behaviour (UMAB) training.
3. The Employer agrees to implement self-defense training within UMAB which will, at a minimum, ensure compliance with legislative requirements.
4. Jointly making recommendations to the Employer pertaining to Canteen and Incentive items to ensure continuity and consistency across the province.

It is understood that time off and compensation for sub-committee members will be dealt with in accordance with the usual practice adopted by Divisional H&SC for such matters.

Yours truly,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

January 9, 2016

**WORKLOAD REVIEW AND REDEPLOYMENT SUBCOMMITTEE FOR MCSCS
PROBATION AND PAROLE**

LETTER OF UNDERSTANDING

Mr. Anastasios Zafiriadis
Senior Negotiator, Corrections Team, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Workload Review and Redeployment Subcommittee for MCSCS Probation
and Parole**

In recognition of the ongoing workload pressures in Probation and Parole, the Employer agrees to hire 25 new Probation and Parole Officers.

The parties agree to establish a joint Workload committee, as a subcommittee of CERC, to work with the MCYS and MCSCS MERC teams in an effort to discuss workload issues in Probation and Probation Parole. It is understood that the parties will make recommendations to address Probation and Probation and Parole workload.

It is understood that each Ministry will control its own budget and staffing complement.

Those discussions shall be commenced within 60 days. It is understood that time off and compensation for sub-committee members will be dealt with in accordance with the usual practice adopted by MERC's for such matters.

Sincerely,

Michael Villeneuve
Director, Negotiations and Security Branch
Employee Relations Division
Treasury Board Secretariat

APPENDIX COR38
SALARY PROGRESSION FREEZE
Deleted April 1, 2019

SPECIAL ADJUSTMENTS

Special adjustments shall be as follows:

The following are special wage adjustments. These increases will be applied to existing rates following any across the board increases, and a special wage adjustment on the same date will be compounded on the across the board increase.

1. The salary rates for all steps in the Correctional Officer 1, 2, 3 class series will be increased as follows:
 - i. 1.75 % on January 1, 2018
 - ii. 1.75% on January 1, 2019
 - iii. 1.75% on January 1, 2020
 - iv. 1.75% on January 1, 2021
2. The salary rates for all steps in the Youth Worker class series will be increased as follows:
 - i. 1.75 % on January 1, 2018
 - ii. 1.75% on January 1, 2019
 - iii. 1.75% on January 1, 2020
 - iv. 1.75% on January 1, 2021
3. The salary rates for all steps in the Probation Officer 1, 2, 3 class series will be increased as follows:
 - i. 1 % on January 1, 2019
 - ii. 1 % on January 1, 2020
 - iii. 1 % on January 1, 2021
4. The salary rates for all steps in the Nursing classifications will be increased as follows:
 - i. 1 % on January 1, 2019
 - ii. 1 % on January 1, 2020
 - iii. 1 % on January 1, 2021

Eligible classifications are the following:

- Nurse General 1, 2, 3 (COR)
- Nurse 3, General (COR)
- Mental Health Nurse (COR)
- Nurse 1, Public Health (COR)
- Nurse 2, Public Health (COR)
- Nurse Practitioner (COR)
- Psychiatric Nursing Assistant 1, 2, 3, 4 (COR)

HEALTHCARE POSITIONS IN THE CORRECTIONAL BARGAINING UNIT

LETTER OF UNDERSTANDING

Ms. Gissel Yanez
OPS Negotiator, OPSEU
OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding
Re: Healthcare Positions in the Correctional Bargaining Unit

Whereas the Employer is reviewing options to shift oversight and the provision of healthcare services in correctional facilities to the Ministry of Health:

This letter of understanding clarifies that, should there be a transfer, change of oversight or change of governance to another ministry of healthcare services provided by OPSEU members, this will not change that OPSEU members that are headquartered at an Ministry of the Solicitor General adult correctional institution or Ministry of Community, Children, and Social Services youth justice facility will remain in the Correctional Bargaining Unit as set out in the Memorandum of Settlement dated December 15, 2016 and the Memorandum of Understanding dated January 23, 2018.

The Employer confirms its commitment to engage the Union in discussion(s) regarding any changes with respect to a transfer, change of oversight or change of governance to another ministry of healthcare services provided by OPSEU members. The Employer commits to upholding its requirements under the current MBC Confidential Disclosure to Bargaining Agents Directive prior to implementing any such changes.

The intention of this Letter of Understanding is to neither reduce nor enhance the entitlements of members of the Correctional Bargaining Unit.

Yours truly,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

CLASSIFICATION MATTERS

LETTER OF UNDERSTANDING

Ms. Gissel Yanez
OPS Negotiator, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Classification Matters**

Effective July 1, 2019:

1. (a) The existing Psychiatric Nursing Assistant 1-4 class series in the Correctional Bargaining Unit will be renamed the Registered Practical Nurse 1-4 class series. Class standards will be updated.
- (b) The existing Maintenance Mechanic 1-3 class series in the Correctional Bargaining Unit will be renamed the Facilities Mechanic/Facilities Technician 1-3 class series. Class standards will be updated.
- (c) For clarity, the salary rates in effect on December 31, 2017 shall remain in effect for the renamed classifications noted in paragraphs 1 (a) and (b). Any salary rate changes negotiated/ordered for the term of the collective agreement commencing January 1, 2018 shall apply.
2. (a) A new Nurse Practitioner class will be created and will replace the existing Public Health Nurse 3 class. A class standard for the Nurse Practitioner class will be developed. Salaries in the new Nurse Practitioner class will be the same as the Public Health Nurse 3 class.
- (b) For clarity, the salary rates in effect on December 31, 2017 for the Public Health Nurse 3 class shall apply to the new Nurse Practitioner class noted in paragraph 2 (a). Any salary rate changes negotiated/ordered for the term of the collective agreement commencing January 1, 2018 shall apply.
3. (a) To better align with current duties, the existing Nurse 3, General class will be bifurcated into a Nurse 3, General class and a new Mental Health Nurse class. The Mental Health Nurse class will have the same salaries as the existing Nurse 3, General class and class standards will be updated.

(b) For clarity, the salary rates in effect on December 31, 2017 for the Nurse 3, General class shall apply to the Mental Health Nurse class noted in paragraph 3 (a). Any salary rate changes negotiated/ordered for the term of the collective agreement commencing January 1, 2018 shall apply.

Yours truly,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

FIXED-TERM ROLLOVERS (NON-CO/YSO/PPO/PO POSITIONS IN MINISTRY OF THE SOLICITOR GENERAL AND MINISTRY OF COMMUNITY, CHILDREN AND SOCIAL SERVICES (YOUTH JUSTICE DIVISION))

LETTER OF UNDERSTANDING

Ms. Gissel Yanez
OPS Negotiator, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

Re: Letter of Understanding

Fixed-Term Rollovers of Non-CO/YSO/PPO/PO Positions in Ministry of the Solicitor General and Ministry of Children, Community and Social Services (Youth Justice Division)

When a vacancy occurs, the parties will utilize their current processes to rollover fixed-term non-CO/YSO/PPO/PO positions in Ministry of the Solicitor General and Ministry of Children, Community and Social Services to the Regular Service. The respective MERCs and/or MERC Transition Sub-Committees will be responsible for any disputes arising from the vacancy and will resolve all vacancies using a mix of lateral transfers and rollovers as negotiated. Where both parties agree, the competition process of posting vacancy(s) will be utilized to allow for fixed-term and regular employees to apply.

Fixed-term employees will have their hours calculated quarterly. These hours will be given to fixed-term employees with a dispute form to be checked and given back to the Employer for final verification. This will be done in order to expedite any further rollovers.

Once vacancies have been identified, rollovers will be conducted in the following manner:

Step 1 Positions to be filled by Rollover shall be by an “Expression of Interest” that will be posted in the worksites as determined by the respective MERC.

Step 2 Fixed-term employees who indicate their interest in a rollover position, will have their quarterly hours reviewed and will be rolled over into the classification that the employee currently occupies in the Regular Service in accordance with Appendix COR19.

Any Fixed-Term employee who declines a Regular position in the classification that the employee currently occupies will continue with their Fixed-Term contract.

Failing agreement between the parties at the respective MERC in reference to the vacancies, the Employer retains their rights under Article 2 of the Collective Agreement.

It is understood and recognized that this agreement does not supersede or interfere with any diversity initiatives.

The Ministry of the Solicitor General/Ministry of Children, Community and Social Services MERC will meet within one hundred and twenty (120) days of date of April 1, 2019 to implement this agreement.

Yours truly,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

PROVINCIAL CO AND YSO FIXED-TERM EMPLOYEE CONTRACT TRANSFER LIST

LETTER OF UNDERSTANDING

Ms. Gissel Yanez
OPS Negotiator, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Provincial Fixed-Term Employees Contract Transfer List**

Effective July 1, 2019:

For the term of the collective agreement, the parties agree to work together in recognition of supporting enhancements to fixed-term employee recruitment, staffing levels and retention at institutions/facilities at Ministry of the Solicitor General and Ministry of Children, Community and Social Services.

The parties agree that each ministry shall create a list of its CO/YSO fixed-term employees who have expressed interest in having their contract transferred to another institution/facility as determined by the Employer.

In order to be eligible to register to be on the list, employees must have worked at least one (1) year in their current position in their current institution/facility.

Each ministry shall maintain a ministry-specific list that may be considered when fixed-term employment opportunities become available.

For a fixed-term employee who wishes to be on the list, registration is required. An employee will remain on the list for the calendar year in which they register. It is the responsibility of the fixed-term employee to register in each calendar year to remain active on the registry for the calendar year.

For clarity, nothing in this letter of understanding shall supersede or interfere with the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) or Article 8 (Temporary Assignments) in the collective agreement, or the requirements to first post vacancy/vacancies as restricted to OPSEU-represented employees on notice of layoff and/or employees registered for health reassignment to have priority consideration to those vacancies. The Employer shall continue to meet its obligations under the *Human Rights Code*.

Any transfer of a fixed-term contract will require the agreement of the employee, employee's current manager and employee's receiving manager to proceed with the transfer request. Consideration for transfer also includes an employee file review.

Where there are a greater number of eligible employees on the provincial fixed-term contract list than available opportunities, the deciding factor shall be seniority in accordance with Appendix COR19.

The Employer retains their rights under Article 2 of the Collective Agreement.

For clarity, a fixed-term employee whose contract is transferred has no entitlement to relocation costs.

The provincial fixed-term contract transfer list will be accessed by the Employer a minimum of two times a calendar year.

The Employer agrees to provide a copy of the ministry list quarterly at respective MERCs.

Yours truly,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

COMPENSATING TIME OFF FOR OVERTIME WORKED

LETTER OF UNDERSTANDING

Ms. Gissel Yanez
OPS Negotiator, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Compensating Time Off for Overtime Worked**

The Employer agrees to allow employees within the Correctional Bargaining Unit (except employees entitled to receive the Probation Officers Allowance) who are eligible to receive compensating leave or pay at the overtime rate worked as set out in Article COR 8 and as set out below.

Effective April 1, 2019, where an employee receives compensating leave per Article COR 8, no more than a total of 60 hours at any given time may be accumulated. Any overtime worked that would result in more than 60 hours of compensating leave will be paid out in accordance with the provisions of Article COR8.6. As well, any accumulated compensating leave which is not used by the end of the calendar year in which it was accumulated (i.e. December 31) shall be paid out at the end of the fiscal year (i.e. March 31) and at the rate it was earned.

Compensating leave will not be permitted to be taken between December 20th and December 31st inclusive in each year. For clarity compensating leave shall be taken at a time mutually agreed upon.

Notwithstanding the above, any accumulated compensating leave shall not be considered to be accumulated credits for the purposes of Article 44.6 of the Collective Agreement.

Yours truly,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

**MINISTRY OF THE SOLICITOR GENERAL AND MINISTRY OF CHILDREN, COMMUNITY AND
SOCIAL SERVICES OFFENDER TRANSPORTATION**

LETTER OF UNDERSTANDING

Ms. Gissel Yanez
OPS Negotiator, OPSEU
100 Lesmill Road
North York, Ontario
M3B 3P8

**Re: Letter of Understanding
Offender Transportation**

This letter will confirm the Employer's agreement to engage the Ministry of the Solicitor General and the MCCSS (Youth Justice Division) MERCs, respectively, in a discussion about potential future models of service delivery regarding inmate transportation at the Ministry of the Solicitor General and young offender transportation at the MCCSS. Discussions at each ministry shall include discussion of the Union's proposal that was made during collective bargaining negotiations. Both MERCs shall meet by August 1, 2019 to implement this Letter of Understanding.

Yours truly,

Matt Siple
Director, Negotiations Branch
Centre for Public Sector Labour Relations and Compensation
Treasury Board Secretariat

GENERAL NOTES AND ALLOWANCES

CORRECTIONAL BARGAINING UNIT

Classification notes and salary allowances applicable to classifications in the Correctional Bargaining Unit:

G 24 An employee occupying a position classified in the Nurse General class series, employed at the Oak Ridge Division of the Penetanguishene Mental Health Centre and who has patient contact, shall be permitted to progress two (2) rates beyond the maximum for the established salary range. The rates beyond the normal maximum rate to which an employee who is in receipt of this note may progress are contained in parentheses.

N 1 An allowance of one hundred and ninety dollars (\$190.00) per annum in addition to each listed rate in the salary range may be paid for successful completion of the Nursing Unit Administration Course offered by the Canadian Hospital Association to an employee in a position classified as:

Nurse 3, General	\$3.64/week
Nurse 3, Special Schools	\$0.09/hour
Nurse 3, Special Schools	\$0.09/hour
Head Nurse, Outpatient Clinics	\$3.64/week

N 2 An allowance of five hundred and six dollars (\$506.00) per annum in addition to each listed rate in the salary range may be paid for successful completion of a post-graduate certificate or diploma program in nursing of at least one (1) year's academic duration from an educational institution of recognised standing to an employee in a position classified as:

Nurse 1 & 2 Clinic	\$9.70/week
Nurse 2 & 3 General	\$9.70/week
Nurse 1 Public Health	\$9.70/week
Nurse 2 Special Schools	\$0.24/hour
Nurse, Outpatient Clinics	\$9.70/week
Head Nurse, Outpatient Clinics	\$9.70/week
Nurse, Occup. Health & Safety	\$9.70/week

N 3 An allowance of one thousand and ten dollars (\$1,010.00) per annum in addition to each listed rate in the salary range may be paid for successful completion of a degree in nursing science from a university of recognised standing to an employee in a position classified as:

Nurse 2 & 3 General	\$19.36/week
Nurse 2 Nursing Education	\$19.36/week
Nurse 3 Special Schools	\$ 0.48/hour
Nurse, Outpatient Clinics	\$19.36/week
Head Nurse, Outpatient Clinics	\$19.36/week

All N salary allowances are subject to the following conditions:

- a) the qualification is not a mandatory requirement for entry to the classification;
- b) the qualification is deemed to be useful in the execution of the employee's duties (i.e. is job related);
- c) the application of the allowance is at the discretion of management; and
- d) only one allowance may be paid at one time.

Technical Classification Group

K 7 A tool allowance of one hundred dollars (\$100.00) shall be paid to employees who are in positions classified in the following classes, provided that these employees are required to use their own tool kits and further provided that the employees have been continuously employed for at least one (1) year:

Maintenance Welder

Facilities Mechanic/Facilities Technician 1, 2, 3 (formerly Maintenance Mechanic 1, 2, 3)

SALARY SCHEDULE

SALARY RATES

Hours of Work Schedule

CORRECTIONAL BARGAINING UNIT

The following Classifications apply to employees with an appointment status of regular and fixed-term:
(SA = semi-annual progression)

All classifications that formerly received a weekend premium of \$3.00 per hour shall instead receive an hourly salary increase of \$0.85 per hour, effective January 24, 2013, as reflected below in the salary schedule:

								Hours of Work Schedule
50090	ATTENDANT 1, OAK RIDGE							4 - 7
	01/01/2017	23.75	24.48	26.59	28.06			
	01/01/2018	24.11	24.85	26.99	28.48			
	01/01/2019	24.35	25.10	27.26	28.76			
	07/01/2019	24.59	25.35	27.53	29.05			
	01/01/2020	24.84	25.60	27.81	29.34			
	07/01/2020	25.09	25.86	28.09	29.63			
	01/01/2021	25.34	26.12	28.37	29.93			
	07/01/2021	25.59	26.38	28.65	30.23			
50092	ATTENDANT 2, OAK RIDGE							4 - 7
	01/01/2017	25.59	26.38	28.48	30.13	31.61	32.57	
	01/01/2018	25.97	26.78	28.91	30.58	32.08	33.06	
	01/01/2019	26.23	27.05	29.20	30.89	32.40	33.39	
	07/01/2019	26.49	27.32	29.49	31.20	32.72	33.72	
	01/01/2020	26.75	27.59	29.78	31.51	33.05	34.06	
	07/01/2020	27.02	27.87	30.08	31.83	33.38	34.40	
	01/01/2021	27.29	28.15	30.38	32.15	33.71	34.74	
	07/01/2021	27.56	28.43	30.68	32.47	34.05	35.09	
50094	ATTENDANT 3, OAK RIDGE							4 - 7
	01/01/2017	29.22	30.13	30.83	31.59	33.17	34.17	
	01/01/2018	29.66	30.58	31.29	32.06	33.67	34.68	
	01/01/2019	29.96	30.89	31.60	32.38	34.01	35.03	
	07/01/2019	30.26	31.20	31.92	32.70	34.35	35.38	
	01/01/2020	30.56	31.51	32.24	33.03	34.69	35.73	
	07/01/2020	30.87	31.83	32.56	33.36	35.04	36.09	

01/01/2021	31.18	32.15	32.89	33.69	35.39	36.45
07/01/2021	31.49	32.47	33.22	34.03	35.74	36.81

50096 ATTENDANT 4, OAK RIDGE

4 - 7

01/01/2017	29.88	30.80	31.52	32.37	34.15
01/01/2018	30.33	31.26	31.99	32.86	34.66
01/01/2019	30.63	31.57	32.31	33.19	35.01
07/01/2019	30.94	31.89	32.63	33.52	35.36
01/01/2020	31.25	32.21	32.96	33.86	35.71
07/01/2020	31.56	32.53	33.29	34.20	36.07
01/01/2021	31.88	32.86	33.62	34.54	36.43
07/01/2021	32.20	33.19	33.96	34.89	36.79

51218 CANNERY SUPPLY OFFICER

4 - 7

01/01/2017	25.37	26.15	26.62	26.95	28.39
01/01/2018	25.75	26.54	27.02	27.35	28.82
01/01/2019	26.01	26.81	27.29	27.62	29.11
07/01/2019	26.27	27.08	27.56	27.90	29.40
01/01/2020	26.53	27.35	27.84	28.18	29.69
07/01/2020	26.80	27.62	28.12	28.46	29.99
01/01/2021	27.07	27.90	28.40	28.74	30.29
07/01/2021	27.34	28.18	28.68	29.03	30.59

51219 CANNERY SUPPLY OFFICER, GROUP LEADER

4 - 7

01/01/2017	30.14	31.07	31.49	32.28	34.10
01/01/2018	30.59	31.54	31.96	32.76	34.61
01/01/2019	30.90	31.86	32.28	33.09	34.96
07/01/2019	31.21	32.18	32.60	33.42	35.31
01/01/2020	31.52	32.50	32.93	33.75	35.66
07/01/2020	31.84	32.83	33.26	34.09	36.02
01/01/2021	32.16	33.16	33.59	34.43	36.38
07/01/2021	32.48	33.49	33.93	34.77	36.74

50553 CITY CREW OFFICER

4 - 7

01/01/2017	29.90	30.83	31.59	32.44	34.22
01/01/2018	30.35	31.29	32.06	32.93	34.73
01/01/2019	30.65	31.60	32.38	33.26	35.08
07/01/2019	30.96	31.92	32.70	33.59	35.43
01/01/2020	31.27	32.24	33.03	33.93	35.78
07/01/2020	31.58	32.56	33.36	34.27	36.14
01/01/2021	31.90	32.89	33.69	34.61	36.50
07/01/2021	32.22	33.22	34.03	34.96	36.87

93008 CORRECTIONAL LOCKSMITH

4 - 7

01/01/2017	28.66	29.55	30.27	31.88
01/01/2018	29.09	29.99	30.72	32.36
01/01/2019	29.38	30.29	31.03	32.68
07/01/2019	29.67	30.59	31.34	33.01
01/01/2020	29.97	30.90	31.65	33.34
07/01/2020	30.27	31.21	31.97	33.67
01/01/2021	30.57	31.52	32.29	34.01
07/01/2021	30.88	31.84	32.61	34.35

50561 CORRECTIONAL OFFICER 1

4 - 7

01/01/2017	25.09	25.86	28.01	29.50
01/01/2018	25.91	26.71	28.93	30.47
01/01/2019	26.63	27.45	29.73	31.31

07/01/2019	26.90	27.72	30.03	31.62
01/01/2020	27.64	28.49	30.86	32.50
07/01/2020	27.92	28.77	31.17	32.83
01/01/2021	28.69	29.57	32.03	33.74
07/01/2021	28.98	29.87	32.35	34.08

50563 CORRECTIONAL OFFICER 2

4 - 7

01/01/2017	26.96	27.79	29.96	31.63	33.14	34.09
01/01/2018	27.84	28.70	30.94	32.67	34.23	35.21
01/01/2019	28.61	29.49	31.80	33.57	35.18	36.18
07/01/2019	28.90	29.78	32.12	33.91	35.53	36.54
01/01/2020	29.70	30.60	33.01	34.85	36.51	37.55
07/01/2020	30.00	30.91	33.34	35.20	36.88	37.93
01/01/2021	30.83	31.77	34.26	36.17	37.90	38.98
07/01/2021	31.14	32.09	34.60	36.53	38.28	39.37

50565 CORRECTIONAL OFFICER 3

4 - 7

01/01/2017	30.67	31.63	32.32	33.12	34.90
01/01/2018	31.67	32.67	33.38	34.21	36.04
01/01/2019	32.55	33.57	34.30	35.16	37.04
07/01/2019	32.88	33.91	34.64	35.51	37.41
01/01/2020	33.79	34.85	35.60	36.49	38.45
07/01/2020	34.13	35.20	35.96	36.85	38.83
01/01/2021	35.07	36.17	36.96	37.87	39.90
07/01/2021	35.42	36.53	37.33	38.25	40.30

93009 GROUNDS/MAINTENANCE WORKER

4 - 7

01/01/2017	24.63	25.39	25.88	26.39	27.82
01/01/2018	25.00	25.77	26.27	26.79	28.24
01/01/2019	25.25	26.03	26.53	27.06	28.52
07/01/2019	25.50	26.29	26.80	27.33	28.81
01/01/2020	25.76	26.55	27.07	27.60	29.10
07/01/2020	26.02	26.82	27.34	27.88	29.39
01/01/2021	26.28	27.09	27.61	28.16	29.68
07/01/2021	26.54	27.36	27.89	28.44	29.98

07556 HAIRDRESSER INSTRUCTOR

4

01/01/2017	26.51	27.32	29.69	31.32	33.06
01/01/2018	26.91	27.73	30.14	31.79	33.56
01/01/2019	27.18	28.01	30.44	32.11	33.90
07/01/2019	27.45	28.29	30.74	32.43	34.24
01/01/2020	27.72	28.57	31.05	32.75	34.58
07/01/2020	28.00	28.86	31.36	33.08	34.93

01/01/2021	28.28	29.15	31.67	33.41	35.28
07/01/2021	28.56	29.44	31.99	33.74	35.63

50550 INDUSTRIAL OFFICER 1

4 - 7

01/01/2017	29.57	30.49	31.32	32.01	33.71
01/01/2018	30.01	30.95	31.79	32.49	34.22
01/01/2019	30.31	31.26	32.11	32.81	34.56
07/01/2019	30.61	31.57	32.43	33.14	34.91
01/01/2020	30.92	31.89	32.75	33.47	35.26
07/01/2020	31.23	32.21	33.08	33.80	35.61
01/01/2021	31.54	32.53	33.41	34.14	35.97
07/01/2021	31.86	32.86	33.74	34.48	36.33

50552 INDUSTRIAL OFFICER 2

4 - 7

01/01/2017	31.05	32.01	32.82	33.65	35.45
01/01/2018	31.52	32.49	33.31	34.15	35.98
01/01/2019	31.84	32.81	33.64	34.49	36.34
07/01/2019	32.16	33.14	33.98	34.83	36.70
01/01/2020	32.48	33.47	34.32	35.18	37.07
07/01/2020	32.80	33.80	34.66	35.53	37.44
01/01/2021	33.13	34.14	35.01	35.89	37.81
07/01/2021	33.46	34.48	35.36	36.25	38.19

50554 INDUSTRIAL OFFICER 3

4 - 7

01/01/2017	33.63	34.67	35.53	36.48	38.48
01/01/2018	34.13	35.19	36.06	37.03	39.06
01/01/2019	34.47	35.54	36.42	37.40	39.45
07/01/2019	34.81	35.90	36.78	37.77	39.84
01/01/2020	35.16	36.26	37.15	38.15	40.24
07/01/2020	35.51	36.62	37.52	38.53	40.64
01/01/2021	35.87	36.99	37.90	38.92	41.05
07/01/2021	36.23	37.36	38.28	39.31	41.46

09480 OBSERVATION AND DETENTION HOME WORKER 1

4 - 7

01/01/2017	21.67	22.34	24.42	25.92	27.33
01/01/2018	22.00	22.68	24.79	26.31	27.74
01/01/2019	22.22	22.91	25.04	26.57	28.02
07/01/2019	22.44	23.14	25.29	26.84	28.30
01/01/2020	22.66	23.37	25.54	27.11	28.58
07/01/2020	22.89	23.60	25.80	27.38	28.87
01/01/2021	23.12	23.84	26.06	27.65	29.16
07/01/2021	23.35	24.08	26.32	27.93	29.45

09482 OBSERVATION AND DETENTION HOME WORKER 2

4 - 7

01/01/2017	22.44	23.13	25.32	25.97	27.55	29.08
01/01/2018	22.78	23.48	25.70	26.36	27.96	29.52
01/01/2019	23.01	23.71	25.96	26.62	28.24	29.82
07/01/2019	23.24	23.95	26.22	26.89	28.52	30.12
01/01/2020	23.47	24.19	26.48	27.16	28.81	30.42
07/01/2020	23.70	24.43	26.74	27.43	29.10	30.72
01/01/2021	23.94	24.67	27.01	27.70	29.39	31.03

07/01/2021 24.18 24.92 27.28 27.98 29.68 31.34

09484 OBSERVATION AND DETENTION HOME WORKER 3

4 - 7

01/01/2017 26.21 27.03 27.73 28.53 29.28 30.89
01/01/2018 26.60 27.44 28.15 28.96 29.72 31.35
01/01/2019 26.87 27.71 28.43 29.25 30.02 31.66
07/01/2019 27.14 27.99 28.71 29.54 30.32 31.98
01/01/2020 27.41 28.27 29.00 29.84 30.62 32.30
07/01/2020 27.68 28.55 29.29 30.14 30.93 32.62
01/01/2021 27.96 28.84 29.58 30.44 31.24 32.95
07/01/2021 28.24 29.13 29.88 30.74 31.55 33.28

10170 PROBATION OFFICER 1

6

SA 01/01/2017 960.43 990.14 1,019.42 1,050.94 1,082.62 1,116.70 1,150.79 1,186.18 1,251.72
01/01/2018 974.84 1,004.99 1,034.71 1,066.70 1,098.86 1,133.45 1,168.05 1,203.97 1,270.50
01/01/2019 994.43 1,025.19 1,055.51 1,088.14 1,120.95 1,156.23 1,191.53 1,228.17 1,296.04
07/01/2019 1,004.37 1,035.44 1,066.07 1,099.02 1,132.16 1,167.79 1,203.45 1,240.45 1,309.00
01/01/2020 1,024.56 1,056.25 1,087.50 1,121.11 1,154.92 1,191.26 1,227.64 1,265.38 1,335.31
07/01/2020 1,034.81 1,066.81 1,098.38 1,132.32 1,166.47 1,203.17 1,239.92 1,278.03 1,348.66
01/01/2021 1,055.61 1,088.25 1,120.46 1,155.08 1,189.92 1,227.35 1,264.84 1,303.72 1,375.77
07/01/2021 1,066.17 1,099.13 1,131.66 1,166.63 1,201.82 1,239.62 1,277.49 1,316.76 1,389.53

10172 PROBATION OFFICER 2

6

01/01/2017 1,223.72 1,261.56 1,301.72 1,343.12 1,386.96 1,433.17 1,512.36
01/01/2018 1,242.08 1,280.48 1,321.25 1,363.27 1,407.76 1,454.67 1,535.05
01/01/2019 1,267.05 1,306.22 1,347.81 1,390.67 1,436.06 1,483.91 1,565.90
07/01/2019 1,279.72 1,319.28 1,361.29 1,404.58 1,450.42 1,498.75 1,581.56
01/01/2020 1,305.44 1,345.80 1,388.65 1,432.81 1,479.57 1,528.87 1,613.35
07/01/2020 1,318.49 1,359.26 1,402.54 1,447.14 1,494.37 1,544.16 1,629.48
01/01/2021 1,344.99 1,386.58 1,430.73 1,476.23 1,524.41 1,575.20 1,662.23
07/01/2021 1,358.44 1,400.45 1,445.04 1,490.99 1,539.65 1,590.95 1,678.85

10175 PROBATION OFFICER 3

6

01/01/2017 1,346.07 1,387.70 1,431.90 1,477.44 1,525.66 1,576.47 1,663.59
01/01/2018 1,366.26 1,408.52 1,453.38 1,499.60 1,548.54 1,600.12 1,688.54
01/01/2019 1,393.72 1,436.83 1,482.59 1,529.74 1,579.67 1,632.28 1,722.48
07/01/2019 1,407.66 1,451.20 1,497.42 1,545.04 1,595.47 1,648.60 1,739.70
01/01/2020 1,435.95 1,480.37 1,527.52 1,576.10 1,627.54 1,681.74 1,774.67
07/01/2020 1,450.31 1,495.17 1,542.80 1,591.86 1,643.82 1,698.56 1,792.42
01/01/2021 1,479.46 1,525.22 1,573.81 1,623.86 1,676.86 1,732.70 1,828.45
07/01/2021 1,494.25 1,540.47 1,589.55 1,640.10 1,693.63 1,750.03 1,846.73

50540 PROVINCIAL BAILIFF 1

4 - 7

01/01/2017 30.98 31.94 32.72 33.57 35.37
01/01/2018 31.44 32.42 33.21 34.07 35.90
01/01/2019 31.75 32.74 33.54 34.41 36.26
07/01/2019 32.07 33.07 33.88 34.75 36.62
01/01/2020 32.39 33.40 34.22 35.10 36.99
07/01/2020 32.71 33.73 34.56 35.45 37.36
01/01/2021 33.04 34.07 34.91 35.80 37.73
07/01/2021 33.37 34.41 35.26 36.16 38.11

50541	PROVINCIAL BAILIFF 2						4 - 7
	01/01/2017	31.74	32.72	33.57	34.36	36.20	
	01/01/2018	32.22	33.21	34.07	34.88	36.74	
	01/01/2019	32.54	33.54	34.41	35.23	37.11	
	07/01/2019	32.87	33.88	34.75	35.58	37.48	
	01/01/2020	33.20	34.22	35.10	35.94	37.85	
	07/01/2020	33.53	34.56	35.45	36.30	38.23	
	01/01/2021	33.87	34.91	35.80	36.66	38.61	
	07/01/2021	34.21	35.26	36.16	37.03	39.00	
50492	RECREATION OFFICER 1, CORRECTIONAL SERVICES						4 - 7
	01/01/2017	25.79	26.58	28.78	30.33	31.95	
	01/01/2018	26.18	26.98	29.21	30.78	32.43	
	01/01/2019	26.44	27.25	29.50	31.09	32.75	
	07/01/2019	26.70	27.52	29.80	31.40	33.08	
	01/01/2020	26.97	27.80	30.10	31.71	33.41	
	07/01/2020	27.24	28.08	30.40	32.03	33.74	
	01/01/2021	27.51	28.36	30.70	32.35	34.08	
	07/01/2021	27.79	28.64	31.01	32.67	34.42	
50494	RECREATION OFFICER 2, CORRECTIONAL SERVICES						4 - 7
	01/01/2017	27.17	28.00	30.18	31.95	33.67	
	01/01/2018	27.58	28.42	30.63	32.43	34.18	
	01/01/2019	27.86	28.70	30.94	32.75	34.52	
	07/01/2019	28.14	28.99	31.25	33.08	34.87	
	01/01/2020	28.42	29.28	31.56	33.41	35.22	
	07/01/2020	28.70	29.57	31.88	33.74	35.57	
	01/01/2021	28.99	29.87	32.20	34.08	35.93	
	07/01/2021	29.28	30.17	32.52	34.42	36.29	
50495	RECREATION OFFICER 3, CORRECTIONAL SERVICES (BARGAINING UNIT)						4
	01/01/2017	32.97	34.00	35.04	36.15	38.12	
	01/01/2018	33.46	34.51	35.57	36.69	38.69	
	01/01/2019	33.79	34.86	35.93	37.06	39.08	
	07/01/2019	34.13	35.21	36.29	37.43	39.47	
	01/01/2020	34.47	35.56	36.65	37.80	39.86	
	07/01/2020	34.81	35.92	37.02	38.18	40.26	
	01/01/2021	35.16	36.28	37.39	38.56	40.66	
	07/01/2021	35.51	36.64	37.76	38.95	41.07	
10216	REHABILITATION OFFICER 1, CORRECTIONAL SERVICES						3 - 7
	01/01/2017	893.84	921.48	947.87	974.68	1,003.55	1,057.24
	01/01/2018	907.25	935.30	962.09	989.30	1,018.60	1,073.10
	01/01/2019	916.32	944.65	971.71	999.19	1,028.79	1,083.83
	07/01/2019	925.48	954.10	981.43	1,009.18	1,039.08	1,094.67
	01/01/2020	934.73	963.64	991.24	1,019.27	1,049.47	1,105.62
	07/01/2020	944.08	973.28	1,001.15	1,029.46	1,059.96	1,116.68
	01/01/2021	953.52	983.01	1,011.16	1,039.75	1,070.56	1,127.85
	07/01/2021	963.06	992.84	1,021.27	1,050.15	1,081.27	1,139.13
10218	REHABILITATION OFFICER 2, CORRECTIONAL SERVICES						3 - 7

01/01/2017	1,025.35	1,057.06	1,088.19	1,121.67	1,155.09	1,190.74	1,254.76
01/01/2018	1,040.73	1,072.92	1,104.51	1,138.50	1,172.42	1,208.60	1,273.58
01/01/2019	1,051.14	1,083.65	1,115.56	1,149.89	1,184.14	1,220.69	1,286.32
07/01/2019	1,061.65	1,094.49	1,126.72	1,161.39	1,195.98	1,232.90	1,299.18
01/01/2020	1,072.27	1,105.43	1,137.99	1,173.00	1,207.94	1,245.23	1,312.17
07/01/2020	1,082.99	1,116.48	1,149.37	1,184.73	1,220.02	1,257.68	1,325.29
01/01/2021	1,093.82	1,127.64	1,160.86	1,196.58	1,232.22	1,270.26	1,338.54
07/01/2021	1,104.76	1,138.92	1,172.47	1,208.55	1,244.54	1,282.96	1,351.93

40113 STEAM PLANT ENGINEER/OFFICER

4 - 7

01/01/2017	29.25	30.16	30.83	32.50
01/01/2018	29.69	30.61	31.29	32.99
01/01/2019	29.99	30.92	31.60	33.32
07/01/2019	30.29	31.23	31.92	33.65
01/01/2020	30.59	31.54	32.24	33.99
07/01/2020	30.90	31.86	32.56	34.33
01/01/2021	31.21	32.18	32.89	34.67
07/01/2021	31.52	32.50	33.22	35.02

50515 SUPERVISOR OF JUVENILES 1

4 - 7

01/01/2017	23.33	24.05	26.16	27.61
01/01/2018	23.68	24.41	26.55	28.02
01/01/2019	23.92	24.65	26.82	28.30
07/01/2019	24.16	24.90	27.09	28.58
01/01/2020	24.40	25.15	27.36	28.87
07/01/2020	24.64	25.40	27.63	29.16
01/01/2021	24.89	25.65	27.91	29.45
07/01/2021	25.14	25.91	28.19	29.74

50516 SUPERVISOR OF JUVENILES 2

4 - 7

01/01/2017	25.14	25.91	28.05	29.68	31.33
01/01/2018	25.52	26.30	28.47	30.13	31.80
01/01/2019	25.78	26.56	28.75	30.43	32.12
07/01/2019	26.04	26.83	29.04	30.73	32.44
01/01/2020	26.30	27.10	29.33	31.04	32.76
07/01/2020	26.56	27.37	29.62	31.35	33.09
01/01/2021	26.83	27.64	29.92	31.66	33.42
07/01/2021	27.10	27.92	30.22	31.98	33.75

07550 TRADE INSTRUCTOR 1

4 - 7

01/01/2017	23.64	24.37	26.44	28.05	29.60
01/01/2018	23.99	24.74	26.84	28.47	30.04
01/01/2019	24.23	24.99	27.11	28.75	30.34
07/01/2019	24.47	25.24	27.38	29.04	30.64
01/01/2020	24.71	25.49	27.65	29.33	30.95
07/01/2020	24.96	25.74	27.93	29.62	31.26
01/01/2021	25.21	26.00	28.21	29.92	31.57
07/01/2021	25.46	26.26	28.49	30.22	31.89

07552 TRADE INSTRUCTOR 2

4 - 7

01/01/2017	25.49	26.29	28.56	30.12	31.80
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01/01/2018	25.87	26.68	28.99	30.57	32.28
01/01/2019	26.13	26.95	29.28	30.88	32.60
07/01/2019	26.39	27.22	29.57	31.19	32.93
01/01/2020	26.65	27.49	29.87	31.50	33.26
07/01/2020	26.92	27.76	30.17	31.82	33.59
01/01/2021	27.19	28.04	30.47	32.14	33.93
07/01/2021	27.46	28.32	30.77	32.46	34.27

07554 TRADE INSTRUCTOR 3

4 - 7

01/01/2017	33.09	34.11	35.03	35.96	37.93
01/01/2018	33.59	34.62	35.56	36.50	38.50
01/01/2019	33.93	34.97	35.92	36.87	38.89
07/01/2019	34.27	35.32	36.28	37.24	39.28
01/01/2020	34.61	35.67	36.64	37.61	39.67
07/01/2020	34.96	36.03	37.01	37.99	40.07
01/01/2021	35.31	36.39	37.38	38.37	40.47
07/01/2021	35.66	36.75	37.75	38.75	40.87

50104 VOCATIONAL INSTRUCTION OFFICER 1, OAK RIDGE

4 - 7

01/01/2017	29.43	30.34	31.14	31.85	33.62
01/01/2018	29.87	30.80	31.61	32.33	34.12
01/01/2019	30.17	31.11	31.93	32.65	34.46
07/01/2019	30.47	31.42	32.25	32.98	34.80
01/01/2020	30.77	31.73	32.57	33.31	35.15
07/01/2020	31.08	32.05	32.90	33.64	35.50
01/01/2021	31.39	32.37	33.23	33.98	35.86
07/01/2021	31.70	32.69	33.56	34.32	36.22

50106 VOCATIONAL INSTRUCTION OFFICER 2, OAK RIDGE

4 - 7

01/01/2017	30.90	31.85	32.69	33.55	35.36
01/01/2018	31.36	32.33	33.18	34.05	35.89
01/01/2019	31.67	32.65	33.51	34.39	36.25
07/01/2019	31.99	32.98	33.85	34.73	36.61
01/01/2020	32.31	33.31	34.19	35.08	36.98
07/01/2020	32.63	33.64	34.53	35.43	37.35
01/01/2021	32.96	33.98	34.88	35.78	37.72
07/01/2021	33.29	34.32	35.23	36.14	38.10

50577 YOUTH WORKER

4 - 7

01/01/2017	26.96	27.79	29.96	31.63	33.14	34.09
01/01/2018	27.84	28.70	30.94	32.67	34.23	35.21
01/01/2019	28.61	29.49	31.80	33.57	35.18	36.18
07/01/2019	28.90	29.78	32.12	33.91	35.53	36.54
01/01/2020	29.70	30.60	33.01	34.85	36.51	37.55
07/01/2020	30.00	30.91	33.34	35.20	36.88	37.93
01/01/2021	30.83	31.77	34.26	36.17	37.90	38.98
07/01/2021	31.14	32.09	34.60	36.53	38.28	39.37

CORRECTIONAL MULTI CATEGORY SALARY SCHEDULE

The following classifications apply to employees with an appointment status of regular and fixed term:
 (SA = semi-annual progression; SA-0# = semi-annual until #th step)

									Hours of Work Schedule
C07940	LIBRARY TECHNICIAN 1 (COR)								3 - 7
SA	01/01/2017	711.73	733.74	745.99	758.43	772.47	786.56	810.17	
	01/01/2018	722.41	744.75	757.18	769.81	784.06	798.36	822.32	
	01/01/2019	729.63	752.20	764.75	777.51	791.90	806.34	830.54	
	07/01/2019	736.93	759.72	772.40	785.29	799.82	814.40	838.85	
	01/01/2020	744.30	767.32	780.12	793.14	807.82	822.54	847.24	
	07/01/2020	751.74	774.99	787.92	801.07	815.90	830.77	855.71	
	01/01/2021	759.26	782.74	795.80	809.08	824.06	839.08	864.27	
	07/01/2021	766.85	790.57	803.76	817.17	832.30	847.47	872.91	
C07942	LIBRARY TECHNICIAN 2 (COR)								3 - 7
	01/01/2017	773.24	797.15	811.30	827.09	842.94	860.61	886.44	
	01/01/2018	784.84	809.11	823.47	839.50	855.58	873.52	899.74	
	01/01/2019	792.69	817.20	831.70	847.90	864.14	882.26	908.74	
	07/01/2019	800.62	825.37	840.02	856.38	872.78	891.08	917.83	
	01/01/2020	808.63	833.62	848.42	864.94	881.51	899.99	927.01	
	07/01/2020	816.72	841.96	856.90	873.59	890.33	908.99	936.28	
	01/01/2021	824.89	850.38	865.47	882.33	899.23	918.08	945.64	
	07/01/2021	833.14	858.88	874.12	891.15	908.22	927.26	955.10	
C07944	LIBRARY TECHNICIAN 3 (COR)								3 - 7
	01/01/2017	868.87	895.74	913.44	932.80	953.94	975.05	1,004.30	
	01/01/2018	881.90	909.18	927.14	946.79	968.25	989.68	1,019.36	
	01/01/2019	890.72	918.27	936.41	956.26	977.93	999.58	1,029.55	
	07/01/2019	899.63	927.45	945.77	965.82	987.71	1,009.58	1,039.85	
	01/01/2020	908.63	936.72	955.23	975.48	997.59	1,019.68	1,050.25	
	07/01/2020	917.72	946.09	964.78	985.23	1,007.57	1,029.88	1,060.75	
	01/01/2021	926.90	955.55	974.43	995.08	1,017.65	1,040.18	1,071.36	
	07/01/2021	936.17	965.11	984.17	1,005.03	1,027.83	1,050.58	1,082.07	
C07946	LIBRARY TECHNICIAN 4 (COR)								3 - 7
	01/01/2017	967.12	997.04	1,021.06	1,047.03	1,072.95	1,098.82	1,131.78	
	01/01/2018	981.63	1,012.00	1,036.38	1,062.74	1,089.04	1,115.30	1,148.76	
	01/01/2019	991.45	1,022.12	1,046.74	1,073.37	1,099.93	1,126.45	1,160.25	
	07/01/2019	1,001.36	1,032.34	1,057.21	1,084.10	1,110.93	1,137.71	1,171.85	
	01/01/2020	1,011.37	1,042.66	1,067.78	1,094.94	1,122.04	1,149.09	1,183.57	
	07/01/2020	1,021.48	1,053.09	1,078.46	1,105.89	1,133.26	1,160.58	1,195.41	
	01/01/2021	1,031.69	1,063.62	1,089.24	1,116.95	1,144.59	1,172.19	1,207.36	
	07/01/2021	1,042.01	1,074.26	1,100.13	1,128.12	1,156.04	1,183.91	1,219.43	
C09330	DENTAL ASSISTANT (COR)								3 - 7
	01/01/2017		22.82	23.52	24.06	24.55	25.29		
	01/01/2018		23.16	23.87	24.42	24.92	25.67		
	01/01/2019		23.39	24.11	24.66	25.17	25.93		
	07/01/2019		23.62	24.35	24.91	25.42	26.19		

01/01/2020	23.86	24.59	25.16	25.67	26.45
07/01/2020	24.10	24.84	25.41	25.93	26.71
01/01/2021	24.34	25.09	25.66	26.19	26.98
07/01/2021	24.58	25.34	25.92	26.45	27.25

C09331 DENTAL ASSISTANT A (COR)

3 - 7

01/01/2017	23.56	24.29	24.82	25.36	26.12
01/01/2018	23.91	24.65	25.19	25.74	26.51
01/01/2019	24.15	24.90	25.44	26.00	26.78
07/01/2019	24.39	25.15	25.69	26.26	27.05
01/01/2020	24.63	25.40	25.95	26.52	27.32
07/01/2020	24.88	25.65	26.21	26.79	27.59
01/01/2021	25.13	25.91	26.47	27.06	27.87
07/01/2021	25.38	26.17	26.73	27.33	28.15

C09068 DENTAL HYGIENIST (COR)

3 - 7

01/01/2017	867.17	893.99	917.99	941.92	967.90	993.94	1,023.76
01/01/2018	880.18	907.40	931.76	956.05	982.42	1,008.85	1,039.12
01/01/2019	888.98	916.47	941.08	965.61	992.24	1,018.94	1,049.51
07/01/2019	897.87	925.63	950.49	975.27	1,002.16	1,029.13	1,060.01
01/01/2020	906.85	934.89	959.99	985.02	1,012.18	1,039.42	1,070.61
07/01/2020	915.92	944.24	969.59	994.87	1,022.30	1,049.81	1,081.32
01/01/2021	925.08	953.68	979.29	1,004.82	1,032.52	1,060.31	1,092.13
07/01/2021	934.33	963.22	989.08	1,014.87	1,042.85	1,070.91	1,103.05

C09373 PSYCHOMETRIST 1 (COR)

3 - 7

01/01/2017	1,061.48	1,094.31	1,139.33	1,185.93	1,235.53	1,287.71	1,326.33
01/01/2018	1,077.40	1,110.72	1,156.42	1,203.72	1,254.06	1,307.03	1,346.22
01/01/2019	1,088.17	1,121.83	1,167.98	1,215.76	1,266.60	1,320.10	1,359.68
07/01/2019	1,099.05	1,133.05	1,179.66	1,227.92	1,279.27	1,333.30	1,373.28
01/01/2020	1,110.04	1,144.38	1,191.46	1,240.20	1,292.06	1,346.63	1,387.01
07/01/2020	1,121.14	1,155.82	1,203.37	1,252.60	1,304.98	1,360.10	1,400.88
01/01/2021	1,132.35	1,167.38	1,215.40	1,265.13	1,318.03	1,373.70	1,414.89
07/01/2021	1,143.67	1,179.05	1,227.55	1,277.78	1,331.21	1,387.44	1,429.04

C09375 PSYCHOMETRIST 2 (COR)

3 - 7

01/01/2017	1,070.23	1,103.32	1,158.80	1,216.80	1,281.77	1,350.42	1,390.94
01/01/2018	1,086.28	1,119.87	1,176.18	1,235.05	1,301.00	1,370.68	1,411.80
01/01/2019	1,097.14	1,131.07	1,187.94	1,247.40	1,314.01	1,384.39	1,425.92
07/01/2019	1,108.11	1,142.38	1,199.82	1,259.87	1,327.15	1,398.23	1,440.18
01/01/2020	1,119.19	1,153.80	1,211.82	1,272.47	1,340.42	1,412.21	1,454.58
07/01/2020	1,130.38	1,165.34	1,223.94	1,285.19	1,353.82	1,426.33	1,469.13
01/01/2021	1,141.68	1,176.99	1,236.18	1,298.04	1,367.36	1,440.59	1,483.82
07/01/2021	1,153.10	1,188.76	1,248.54	1,311.02	1,381.03	1,455.00	1,498.66

C09380 PSYCHOLOGIST 1 (COR)

3 - 7

01/01/2017	1,494.91	1,541.15	1,608.35	1,680.29	1,769.11	1,862.66	1,918.53
01/01/2018	1,517.33	1,564.27	1,632.48	1,705.49	1,795.65	1,890.60	1,947.31
01/01/2019	1,532.50	1,579.91	1,648.80	1,722.54	1,813.61	1,909.51	1,966.78
07/01/2019	1,547.83	1,595.71	1,665.29	1,739.77	1,831.75	1,928.61	1,986.45
01/01/2020	1,563.31	1,611.67	1,681.94	1,757.17	1,850.07	1,947.90	2,006.31

07/01/2020	1,578.94	1,627.79	1,698.76	1,774.74	1,868.57	1,967.38	2,026.37
01/01/2021	1,594.73	1,644.07	1,715.75	1,792.49	1,887.26	1,987.05	2,046.63
07/01/2021	1,610.68	1,660.51	1,732.91	1,810.41	1,906.13	2,006.92	2,067.10

C09382 PSYCHOLOGIST 2 (COR)

6

01/01/2017	1,628.18	1,678.54	1,757.20	1,860.68	1,965.63	2,067.67	2,129.68
01/01/2018	1,652.60	1,703.72	1,783.56	1,888.59	1,995.11	2,098.69	2,161.63
01/01/2019	1,669.13	1,720.76	1,801.40	1,907.48	2,015.06	2,119.68	2,183.25
07/01/2019	1,685.82	1,737.97	1,819.41	1,926.55	2,035.21	2,140.88	2,205.08
01/01/2020	1,702.68	1,755.35	1,837.60	1,945.82	2,055.56	2,162.29	2,227.13
07/01/2020	1,719.71	1,772.90	1,855.98	1,965.28	2,076.12	2,183.91	2,249.40
01/01/2021	1,736.91	1,790.63	1,874.54	1,984.93	2,096.88	2,205.75	2,271.89
07/01/2021	1,754.28	1,808.54	1,893.29	2,004.78	2,117.85	2,227.81	2,294.61

C09383 PSYCHOLOGIST 3 (COR)

6

01/01/2017	1,621.60	1,671.75	1,766.14	1,868.54	1,976.29	2,077.37	2,139.70
01/01/2018	1,645.92	1,696.83	1,792.63	1,896.57	2,005.93	2,108.53	2,171.80
01/01/2019	1,662.38	1,713.80	1,810.56	1,915.54	2,025.99	2,129.62	2,193.52
07/01/2019	1,679.00	1,730.94	1,828.67	1,934.70	2,046.25	2,150.92	2,215.46
01/01/2020	1,695.79	1,748.25	1,846.96	1,954.05	2,066.71	2,172.43	2,237.61
07/01/2020	1,712.75	1,765.73	1,865.43	1,973.59	2,087.38	2,194.15	2,259.99
01/01/2021	1,729.88	1,783.39	1,884.08	1,993.33	2,108.25	2,216.09	2,282.59
07/01/2021	1,747.18	1,801.22	1,902.92	2,013.26	2,129.33	2,238.25	2,305.42

C10090 VOLUNTEER SERVICES ASSISTANT (COR)

4 - 7

01/01/2017	1,069.56	1,102.63	1,127.11	1,152.22	1,177.88	1,205.72	1,241.88
01/01/2018	1,085.60	1,119.17	1,144.02	1,169.50	1,195.55	1,223.81	1,260.51
01/01/2019	1,096.46	1,130.36	1,155.46	1,181.20	1,207.51	1,236.05	1,273.12
07/01/2019	1,107.42	1,141.66	1,167.01	1,193.01	1,219.59	1,248.41	1,285.85
01/01/2020	1,118.49	1,153.08	1,178.68	1,204.94	1,231.79	1,260.89	1,298.71
07/01/2020	1,129.67	1,164.61	1,190.47	1,216.99	1,244.11	1,273.50	1,311.70
01/01/2021	1,140.97	1,176.26	1,202.37	1,229.16	1,256.55	1,286.24	1,324.82
07/01/2021	1,152.38	1,188.02	1,214.39	1,241.45	1,269.12	1,299.10	1,338.07

C10092 VOLUNTEER SERVICES ORGANIZER (COR)

6

01/01/2017	1,199.99	1,237.10	1,265.01	1,295.02	1,325.01	1,356.21	1,396.90
01/01/2018	1,217.99	1,255.66	1,283.99	1,314.45	1,344.89	1,376.55	1,417.85
01/01/2019	1,230.17	1,268.22	1,296.83	1,327.59	1,358.34	1,390.32	1,432.03
07/01/2019	1,242.47	1,280.90	1,309.80	1,340.87	1,371.92	1,404.22	1,446.35
01/01/2020	1,254.89	1,293.71	1,322.90	1,354.28	1,385.64	1,418.26	1,460.81
07/01/2020	1,267.44	1,306.65	1,336.13	1,367.82	1,399.50	1,432.44	1,475.42
01/01/2021	1,280.11	1,319.72	1,349.49	1,381.50	1,413.50	1,446.76	1,490.17
07/01/2021	1,292.91	1,332.92	1,362.98	1,395.32	1,427.64	1,461.23	1,505.07

C10102 SOCIAL WORKER 1 (COR)

3 - 7

SA	01/01/2017	1,000.28	1,031.22	1,061.04	1,091.12	1,123.41	1,155.66	1,190.31
	01/01/2018	1,015.28	1,046.69	1,076.96	1,107.49	1,140.26	1,172.99	1,208.16
	01/01/2019	1,025.43	1,057.16	1,087.73	1,118.56	1,151.66	1,184.72	1,220.24
	07/01/2019	1,035.68	1,067.73	1,098.61	1,129.75	1,163.18	1,196.57	1,232.44
	01/01/2020	1,046.04	1,078.41	1,109.60	1,141.05	1,174.81	1,208.54	1,244.76
	07/01/2020	1,056.50	1,089.19	1,120.70	1,152.46	1,186.56	1,220.63	1,257.21

01/01/2021	1,067.07	1,100.08	1,131.91	1,163.98	1,198.43	1,232.84	1,269.78
07/01/2021	1,077.74	1,111.08	1,143.23	1,175.62	1,210.41	1,245.17	1,282.48

C10104 SOCIAL WORKER 2 (COR)

3 - 7

01/01/2017	1,143.42	1,178.78	1,213.36	1,250.30	1,287.14	1,326.45	1,367.98
	1,409.53	1,451.80					
01/01/2018	1,160.57	1,196.46	1,231.56	1,269.05	1,306.45	1,346.35	1,388.50
	1,430.67	1,473.58					
01/01/2019	1,172.18	1,208.42	1,243.88	1,281.74	1,319.51	1,359.81	1,402.39
	1,444.98	1,488.32					
07/01/2019	1,183.90	1,220.50	1,256.32	1,294.56	1,332.71	1,373.41	1,416.41
	1,459.43	1,503.20					
01/01/2020	1,195.74	1,232.71	1,268.88	1,307.51	1,346.04	1,387.14	1,430.57
	1,474.02	1,518.23					
07/01/2020	1,207.70	1,245.04	1,281.57	1,320.59	1,359.50	1,401.01	1,444.88
	1,488.76	1,533.41					
01/01/2021	1,219.78	1,257.49	1,294.39	1,333.80	1,373.10	1,415.02	1,459.33
	1,503.65	1,548.74					
07/01/2021	1,231.98	1,270.06	1,307.33	1,347.14	1,386.83	1,429.17	1,473.92
	1,518.69	1,564.23					

C10105 SOCIAL WORK SUPERVISOR 1 (BU) (COR)

3

01/01/2017	1,331.72	1,372.91	1,419.21	1,481.87	1,544.56	1,588.15	1,635.78
01/01/2018	1,351.70	1,393.50	1,440.50	1,504.10	1,567.73	1,611.97	1,660.32
01/01/2019	1,365.22	1,407.44	1,454.91	1,519.14	1,583.41	1,628.09	1,676.92
07/01/2019	1,378.87	1,421.51	1,469.46	1,534.33	1,599.24	1,644.37	1,693.69
01/01/2020	1,392.66	1,435.73	1,484.15	1,549.67	1,615.23	1,660.81	1,710.63
07/01/2020	1,406.59	1,450.09	1,498.99	1,565.17	1,631.38	1,677.42	1,727.74
01/01/2021	1,420.66	1,464.59	1,513.98	1,580.82	1,647.69	1,694.19	1,745.02
07/01/2021	1,434.87	1,479.24	1,529.12	1,596.63	1,664.17	1,711.13	1,762.47

C10108 SOCIAL WORK SUPERVISOR 2 (BU) (COR)

3

01/01/2017	1,392.54	1,435.60	1,498.26	1,563.63	1,633.12	1,674.02	1,724.24
01/01/2018	1,413.43	1,457.13	1,520.73	1,587.08	1,657.62	1,699.13	1,750.10
01/01/2019	1,427.56	1,471.70	1,535.94	1,602.95	1,674.20	1,716.12	1,767.60
07/01/2019	1,441.84	1,486.42	1,551.30	1,618.98	1,690.94	1,733.28	1,785.28
01/01/2020	1,456.26	1,501.28	1,566.81	1,635.17	1,707.85	1,750.61	1,803.13
07/01/2020	1,470.82	1,516.29	1,582.48	1,651.52	1,724.93	1,768.12	1,821.16
01/01/2021	1,485.53	1,531.45	1,598.30	1,668.04	1,742.18	1,785.80	1,839.37
07/01/2021	1,500.39	1,546.76	1,614.28	1,684.72	1,759.60	1,803.66	1,857.76

C17201 MOTOR VEHICLE OPERATOR 1 (COR)

4 - 7

SA	01/01/2017		20.23	20.86	21.34	21.98
	01/01/2018		20.53	21.17	21.66	22.31
	01/01/2019		20.74	21.38	21.88	22.53
	07/01/2019		20.95	21.59	22.10	22.76
	01/01/2020		21.16	21.81	22.32	22.99
	07/01/2020		21.37	22.03	22.54	23.22
	01/01/2021		21.58	22.25	22.77	23.45
	07/01/2021		21.80	22.47	23.00	23.68

C17203	MOTOR VEHICLE OPERATOR 2 (COR)					4 - 7
	01/01/2017	20.71	21.34	21.79	22.45	
	01/01/2018	21.02	21.66	22.12	22.79	
	01/01/2019	21.23	21.88	22.34	23.02	
	07/01/2019	21.44	22.10	22.56	23.25	
	01/01/2020	21.65	22.32	22.79	23.48	
	07/01/2020	21.87	22.54	23.02	23.71	
	01/01/2021	22.09	22.77	23.25	23.95	
	07/01/2021	22.31	23.00	23.48	24.19	
C40115	BUILDING SYSTEMS OPERATOR (COR)					4 - 7
	01/01/2017	27.56	28.41	29.02	29.89	
	01/01/2018	27.97	28.84	29.46	30.34	
	01/01/2019	28.25	29.13	29.75	30.64	
	07/01/2019	28.53	29.42	30.05	30.95	
	01/01/2020	28.82	29.71	30.35	31.26	
	07/01/2020	29.11	30.01	30.65	31.57	
	01/01/2021	29.40	30.31	30.96	31.89	
	07/01/2021	29.69	30.61	31.27	32.21	
C41301	SECURITY OFFICER 1 (COR)					4 - 7
SA	01/01/2017	21.43	22.08	22.49	23.18	
	01/01/2018	21.75	22.41	22.83	23.53	
	01/01/2019	21.97	22.63	23.06	23.77	
	07/01/2019	22.19	22.86	23.29	24.01	
	01/01/2020	22.41	23.09	23.52	24.25	
	07/01/2020	22.63	23.32	23.76	24.49	
	01/01/2021	22.86	23.55	24.00	24.73	
	07/01/2021	23.09	23.79	24.24	24.98	
C41303	SECURITY OFFICER 2 (COR)					4 - 7
	01/01/2017	22.21	22.90	23.47	24.18	
	01/01/2018	22.54	23.24	23.82	24.54	
	01/01/2019	22.77	23.47	24.06	24.79	
	07/01/2019	23.00	23.70	24.30	25.04	
	01/01/2020	23.23	23.94	24.54	25.29	
	07/01/2020	23.46	24.18	24.79	25.54	
	01/01/2021	23.69	24.42	25.04	25.80	
	07/01/2021	23.93	24.66	25.29	26.06	
C41305	SECURITY OFFICER 3 (COR)					4 - 7
	01/01/2017	23.13	23.85	24.29	25.02	
	01/01/2018	23.48	24.21	24.65	25.40	
	01/01/2019	23.71	24.45	24.90	25.65	
	07/01/2019	23.95	24.69	25.15	25.91	
	01/01/2020	24.19	24.94	25.40	26.17	
	07/01/2020	24.43	25.19	25.65	26.43	
	01/01/2021	24.67	25.44	25.91	26.69	
	07/01/2021	24.92	25.69	26.17	26.96	
C41307	SECURITY OFFICER 4 (COR)					4 - 7

01/01/2017	23.93	24.67	25.12	25.88
01/01/2018	24.29	25.04	25.50	26.27
01/01/2019	24.53	25.29	25.76	26.53
07/01/2019	24.78	25.54	26.02	26.80
01/01/2020	25.03	25.80	26.28	27.07
07/01/2020	25.28	26.06	26.54	27.34
01/01/2021	25.53	26.32	26.81	27.61
07/01/2021	25.79	26.58	27.08	27.89

C41500 PSYCHIATRIC NURSING ASSISTANT 1 (P1 SALARY NOTE) (COR)

4 - 7

01/01/2017	22.63	23.33	23.77	24.47
01/01/2018	22.97	23.68	24.13	24.84
01/01/2019	23.43	24.16	24.62	25.34
07/01/2019	23.66	24.40	24.87	25.59
01/01/2020	24.14	24.89	25.37	26.10
07/01/2020	24.38	25.14	25.62	26.36
01/01/2021	24.87	25.65	26.13	26.89
07/01/2021	25.12	25.91	26.39	27.16

C41502 PSYCHIATRIC NURSING ASSISTANT 2 (P1 SALARY NOTE) (COR)

4 - 7

01/01/2017	24.15	24.90	25.41	25.79	26.57
01/01/2018	24.51	25.27	25.79	26.18	26.97
01/01/2019	25.00	25.78	26.31	26.71	27.51
07/01/2019	25.25	26.04	26.57	26.98	27.79
01/01/2020	25.76	26.56	27.10	27.52	28.35
07/01/2020	26.02	26.83	27.37	27.80	28.63
01/01/2021	26.54	27.37	27.92	28.36	29.21
07/01/2021	26.81	27.64	28.20	28.64	29.50

C41504 PSYCHIATRIC NURSING ASSISTANT 3 (P1 SALARY NOTE) (COR)

4 - 7

01/01/2017	24.68	25.44	25.89	26.37	27.17
01/01/2018	25.05	25.82	26.28	26.77	27.58
01/01/2019	25.55	26.34	26.81	27.31	28.13
07/01/2019	25.81	26.60	27.08	27.58	28.41
01/01/2020	26.33	27.13	27.62	28.13	28.98
07/01/2020	26.59	27.40	27.90	28.41	29.27
01/01/2021	27.12	27.95	28.46	28.98	29.86
07/01/2021	27.39	28.23	28.74	29.27	30.16

C41506 PSYCHIATRIC NURSING ASSISTANT 4 (P1 SALARY NOTE) (COR)

4 - 7

01/01/2017	25.54	26.33	26.86	27.38	28.22
01/01/2018	25.92	26.72	27.26	27.79	28.64
01/01/2019	26.44	27.26	27.81	28.35	29.22
07/01/2019	26.70	27.53	28.09	28.63	29.51
01/01/2020	27.24	28.08	28.65	29.21	30.10
07/01/2020	27.51	28.36	28.94	29.50	30.40
01/01/2021	28.06	28.93	29.52	30.09	31.01
07/01/2021	28.34	29.22	29.82	30.39	31.32

C61200	PHARMACY TECHNICIAN 1 (COR)							3 - 7
	01/01/2017	867.23	894.05	914.55	935.64	959.29	985.25	1,014.83
	01/01/2018	880.24	907.46	928.27	949.67	973.68	1,000.03	1,030.05
	01/01/2019	889.04	916.53	937.55	959.17	983.42	1,010.03	1,040.35
	07/01/2019	897.93	925.70	946.93	968.76	993.25	1,020.13	1,050.75
	01/01/2020	906.91	934.96	956.40	978.45	1,003.18	1,030.33	1,061.26
	07/01/2020	915.98	944.31	965.96	988.23	1,013.21	1,040.63	1,071.87
	01/01/2021	925.14	953.75	975.62	998.11	1,023.34	1,051.04	1,082.59
	07/01/2021	934.39	963.29	985.38	1,008.09	1,033.57	1,061.55	1,093.42

C61202	PHARMACY TECHNICIAN 2 (COR)							3 - 7
	01/01/2017	910.12	938.26	962.45	987.41	1,012.54	1,042.59	1,073.87
	01/01/2018	923.77	952.33	976.89	1,002.22	1,027.73	1,058.23	1,089.98
	01/01/2019	933.01	961.85	986.66	1,012.24	1,038.01	1,068.81	1,100.88
	07/01/2019	942.34	971.47	996.53	1,022.36	1,048.39	1,079.50	1,111.89
	01/01/2020	951.76	981.18	1,006.50	1,032.58	1,058.87	1,090.30	1,123.01
	07/01/2020	961.28	990.99	1,016.57	1,042.91	1,069.46	1,101.20	1,134.24
	01/01/2021	970.89	1,000.90	1,026.74	1,053.34	1,080.15	1,112.21	1,145.58
	07/01/2021	980.60	1,010.91	1,037.01	1,063.87	1,090.95	1,123.33	1,157.04

C61204	PHARMACIST - STAFF (COR)							3 - 7
	01/01/2017	1,265.93	1,305.08	1,347.32	1,392.13	1,439.66	1,488.59	1,554.50
		1,601.13						
	01/01/2018	1,284.92	1,324.66	1,367.53	1,413.01	1,461.25	1,510.92	1,577.82
		1,625.15						
	01/01/2019	1,297.77	1,337.91	1,381.21	1,427.14	1,475.86	1,526.03	1,593.60
		1,641.40						
	07/01/2019	1,310.75	1,351.29	1,395.02	1,441.41	1,490.62	1,541.29	1,609.54
		1,657.81						
	01/01/2020	1,323.86	1,364.80	1,408.97	1,455.82	1,505.53	1,556.70	1,625.64
		1,674.39						
	07/01/2020	1,337.10	1,378.45	1,423.06	1,470.38	1,520.59	1,572.27	1,641.90
		1,691.13						
	01/01/2021	1,350.47	1,392.23	1,437.29	1,485.08	1,535.80	1,587.99	1,658.32
		1,708.04						
	07/01/2021	1,363.97	1,406.15	1,451.66	1,499.93	1,551.16	1,603.87	1,674.90
		1,725.12						

C41600	LAUNDRY WORKER 1 (COR)							4 - 7
	01/01/2017		20.05	20.67	20.89	21.53		
	01/01/2018		20.35	20.98	21.20	21.85		
	01/01/2019		20.55	21.19	21.41	22.07		
	07/01/2019		20.76	21.40	21.62	22.29		
	01/01/2020		20.97	21.61	21.84	22.51		
	07/01/2020		21.18	21.83	22.06	22.74		
	01/01/2021		21.39	22.05	22.28	22.97		
	07/01/2021		21.60	22.27	22.50	23.20		

C41602	LAUNDRY WORKER 2 (COR)							4 - 7
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01/01/2017	20.62	21.26	21.52	22.17
01/01/2018	20.93	21.58	21.84	22.50
01/01/2019	21.14	21.80	22.06	22.73
07/01/2019	21.35	22.02	22.28	22.96
01/01/2020	21.56	22.24	22.50	23.19
07/01/2020	21.78	22.46	22.73	23.42
01/01/2021	22.00	22.68	22.96	23.65
07/01/2021	22.22	22.91	23.19	23.89

C41604 LAUNDRY WORKER 3 (COR)

4 - 7

01/01/2017	21.05	21.70	22.13	22.78
01/01/2018	21.37	22.03	22.46	23.12
01/01/2019	21.58	22.25	22.68	23.35
07/01/2019	21.80	22.47	22.91	23.58
01/01/2020	22.02	22.69	23.14	23.82
07/01/2020	22.24	22.92	23.37	24.06
01/01/2021	22.46	23.15	23.60	24.30
07/01/2021	22.68	23.38	23.84	24.54

C41606 LAUNDRY WORKER 4 (COR)

4 - 7

01/01/2017	21.79	22.46	22.92	23.60
01/01/2018	22.12	22.80	23.26	23.95
01/01/2019	22.34	23.03	23.49	24.19
07/01/2019	22.56	23.26	23.72	24.43
01/01/2020	22.79	23.49	23.96	24.67
07/01/2020	23.02	23.72	24.20	24.92
01/01/2021	23.25	23.96	24.44	25.17
07/01/2021	23.48	24.20	24.68	25.42

C41608 LAUNDRY WORKER 5 (COR)

4 - 7

01/01/2017	22.72	23.42	23.87	24.58
01/01/2018	23.06	23.77	24.23	24.95
01/01/2019	23.29	24.01	24.47	25.20
07/01/2019	23.52	24.25	24.71	25.45
01/01/2020	23.76	24.49	24.96	25.70
07/01/2020	24.00	24.73	25.21	25.96
01/01/2021	24.24	24.98	25.46	26.22
07/01/2021	24.48	25.23	25.71	26.48

C50050 NURSE 1, GENERAL (COR)

4 - 7

01/01/2017	1,132.99	1,168.04	1,208.17	1,248.44	1,288.81	1,329.02	1,366.44
	1,407.43						
01/01/2018	1,149.98	1,185.56	1,226.29	1,267.17	1,308.14	1,348.96	1,386.94
	1,428.54						
01/01/2019	1,173.09	1,209.39	1,250.94	1,292.64	1,334.43	1,376.07	1,414.82
	1,457.25						
07/01/2019	1,184.82	1,221.48	1,263.45	1,305.57	1,347.77	1,389.83	1,428.97
	1,471.82						
01/01/2020	1,208.63	1,246.03	1,288.85	1,331.81	1,374.86	1,417.77	1,457.69
	1,501.40						
07/01/2020	1,220.72	1,258.49	1,301.74	1,345.13	1,388.61	1,431.95	1,472.27

		1,516.41						
01/01/2021	1,245.26	1,283.79	1,327.90	1,372.17	1,416.52	1,460.73	1,501.86	
		1,546.89						
07/01/2021	1,257.71	1,296.63	1,341.18	1,385.89	1,430.69	1,475.34	1,516.88	
		1,562.36						

C50050 NURSE 1, GENERAL (G24 SALARY NOTE, FIRST STEP ABOVE RANGE) (COR)

4 - 7

01/01/2017	1,448.13
01/01/2018	1,469.85
01/01/2019	1,499.39
07/01/2019	1,514.38
01/01/2020	1,544.82
07/01/2020	1,560.27
01/01/2021	1,591.63
07/01/2021	1,607.55

C50050 NURSE 1, GENERAL (G24 SALARY NOTE, SECOND STEP ABOVE RANGE) (COR)

4 - 7

01/01/2017	1,490.08
01/01/2018	1,512.43
01/01/2019	1,542.83
07/01/2019	1,558.26
01/01/2020	1,589.58
07/01/2020	1,605.48
01/01/2021	1,637.75
07/01/2021	1,654.13

C50052 NURSE 2, GENERAL (N2, N3 SALARY NOTE) (COR)

4 - 7

01/01/2017	1,268.82	1,308.06	1,331.73	1,369.35	1,409.60	1,449.96	1,491.05
	1,535.79	1,581.87					
01/01/2018	1,287.85	1,327.68	1,351.71	1,389.89	1,430.74	1,471.71	1,513.42
	1,558.83	1,605.60					
01/01/2019	1,313.74	1,354.37	1,378.88	1,417.83	1,459.50	1,501.29	1,543.84
	1,590.16	1,637.87					
07/01/2019	1,326.88	1,367.91	1,392.67	1,432.01	1,474.10	1,516.30	1,559.28
	1,606.06	1,654.25					
01/01/2020	1,353.55	1,395.40	1,420.66	1,460.79	1,503.73	1,546.78	1,590.62
	1,638.34	1,687.50					
07/01/2020	1,367.09	1,409.35	1,434.87	1,475.40	1,518.77	1,562.25	1,606.53
	1,654.72	1,704.38					
01/01/2021	1,394.57	1,437.68	1,463.71	1,505.06	1,549.30	1,593.65	1,638.82
	1,687.98	1,738.64					
07/01/2021	1,408.52	1,452.06	1,478.35	1,520.11	1,564.79	1,609.59	1,655.21
	1,704.86	1,756.03					

C50052 NURSE 2, GENERAL (G24 SALARY NOTE, FIRST STEP ABOVE RANGE, ALSO N2, N3) (COR)

4 - 7

01/01/2017	1,627.80
01/01/2018	1,652.22
01/01/2019	1,685.43
07/01/2019	1,702.28
01/01/2020	1,736.50
07/01/2020	1,753.87

01/01/2021 1,789.12
 07/01/2021 1,807.01

C50052 NURSE 2, GENERAL (G24 SALARY NOTE, SECOND STEP ABOVE RANGE) (COR)

4 - 7

01/01/2017 1,675.04
 01/01/2018 1,700.17
 01/01/2019 1,734.34
 07/01/2019 1,751.68
 01/01/2020 1,786.89
 07/01/2020 1,804.76
 01/01/2021 1,841.04
 07/01/2021 1,859.45

C50054 NURSE 3, GENERAL (N1, N2, N3 SALARY NOTE) (COR)

4 - 7

01/01/2017	1,367.32	1,409.60	1,449.94	1,488.27	1,526.81	1,565.18	1,609.87
	1,658.15	1,707.91					
01/01/2018	1,387.83	1,430.74	1,471.69	1,510.59	1,549.71	1,588.66	1,634.02
	1,683.02	1,733.53					
01/01/2019	1,415.73	1,459.50	1,501.27	1,540.95	1,580.86	1,620.59	1,666.86
	1,716.85	1,768.37					
07/01/2019	1,429.89	1,474.10	1,516.28	1,556.36	1,596.67	1,636.80	1,683.53
	1,734.02	1,786.05					
01/01/2020	1,458.63	1,503.73	1,546.76	1,587.64	1,628.76	1,669.70	1,717.37
	1,768.87	1,821.95					
07/01/2020	1,473.22	1,518.77	1,562.23	1,603.52	1,645.05	1,686.40	1,734.54
	1,786.56	1,840.17					
01/01/2021	1,502.83	1,549.30	1,593.63	1,635.75	1,678.12	1,720.30	1,769.40
	1,822.47	1,877.16					
07/01/2021	1,517.86	1,564.79	1,609.57	1,652.11	1,694.90	1,737.50	1,787.09
	1,840.69	1,895.93					

C50054 NURSE 3, GENERAL (G24 SALARY NOTE, FIRST STEP ABOVE RANGE) (COR)

4 - 7

01/01/2017 1,757.55
 01/01/2018 1,783.91
 01/01/2019 1,819.77
 07/01/2019 1,837.97
 01/01/2020 1,874.91
 07/01/2020 1,893.66
 01/01/2021 1,931.72
 07/01/2021 1,951.04

C50054 NURSE 3, GENERAL (G24 SALARY NOTE, SECOND STEP ABOVE RANGE) (COR)

4 - 7

01/01/2017 1,808.79
 01/01/2018 1,835.92
 01/01/2019 1,872.82
 07/01/2019 1,891.55
 01/01/2020 1,929.57
 07/01/2020 1,948.87
 01/01/2021 1,988.04
 07/01/2021 2,007.92

C50120	NURSE 1, PUBLIC HEALTH (N2 SALARY NOTE) (COR)								3 - 7
	01/01/2017	1,229.01 1,502.01	1,267.02	1,305.31	1,343.67	1,380.18	1,416.88	1,458.27	
	01/01/2018	1,247.45 1,524.54	1,286.03	1,324.89	1,363.83	1,400.88	1,438.13	1,480.14	
	01/01/2019	1,272.52 1,555.18	1,311.88	1,351.52	1,391.24	1,429.04	1,467.04	1,509.89	
	07/01/2019	1,285.25 1,570.73	1,325.00	1,365.04	1,405.15	1,443.33	1,481.71	1,524.99	
	01/01/2020	1,311.08 1,602.30	1,351.63	1,392.48	1,433.39	1,472.34	1,511.49	1,555.64	
	07/01/2020	1,324.19 1,618.32	1,365.15	1,406.40	1,447.72	1,487.06	1,526.60	1,571.20	
	01/01/2021	1,350.81 1,650.85	1,392.59	1,434.67	1,476.82	1,516.95	1,557.28	1,602.78	
	07/01/2021	1,364.32 1,667.36	1,406.52	1,449.02	1,491.59	1,532.12	1,572.85	1,618.81	
C50122	NURSE 2, PUBLIC HEALTH (COR)								3 - 7
	01/01/2017	1,455.36 1,750.39	1,500.38	1,537.88	1,575.55	1,613.10	1,650.77	1,699.40	
	01/01/2018	1,477.19 1,776.65	1,522.89	1,560.95	1,599.18	1,637.30	1,675.53	1,724.89	
	01/01/2019	1,506.88 1,812.36	1,553.50	1,592.33	1,631.32	1,670.21	1,709.21	1,759.56	
	07/01/2019	1,521.95 1,830.48	1,569.04	1,608.25	1,647.63	1,686.91	1,726.30	1,777.16	
	01/01/2020	1,552.54 1,867.27	1,600.58	1,640.58	1,680.75	1,720.82	1,761.00	1,812.88	
	07/01/2020	1,568.07 1,885.94	1,616.59	1,656.99	1,697.56	1,738.03	1,778.61	1,831.01	
	01/01/2021	1,599.59 1,923.85	1,649.08	1,690.30	1,731.68	1,772.96	1,814.36	1,867.81	
	07/01/2021	1,615.59 1,943.09	1,665.57	1,707.20	1,749.00	1,790.69	1,832.50	1,886.49	
C50124	NURSE 3, PUBLIC HEALTH (COR)								3 - 7
	01/01/2017	1,564.71 1,866.99	1,613.10	1,650.77	1,687.39	1,724.00	1,760.58	1,812.61	
	01/01/2018	1,588.18 1,894.99	1,637.30	1,675.53	1,712.70	1,749.86	1,786.99	1,839.80	
	01/01/2019	1,620.10 1,933.08	1,670.21	1,709.21	1,747.13	1,785.03	1,822.91	1,876.78	
	07/01/2019	1,636.30 1,952.41	1,686.91	1,726.30	1,764.60	1,802.88	1,841.14	1,895.55	
	01/01/2020	1,669.19 1,991.65	1,720.82	1,761.00	1,800.07	1,839.12	1,878.15	1,933.65	
	07/01/2020	1,685.88 2,011.57	1,738.03	1,778.61	1,818.07	1,857.51	1,896.93	1,952.99	
	01/01/2021	1,719.77	1,772.96	1,814.36	1,854.61	1,894.85	1,935.06	1,992.25	

		2,052.00					
07/01/2021	1,736.97	1,790.69	1,832.50	1,873.16	1,913.80	1,954.41	2,012.17
	2,072.52						

C50212	COOK 1 (COR)						4 - 7
	01/01/2017	20.47	21.10	21.34	21.65	22.29	
	01/01/2018	20.78	21.42	21.66	21.97	22.62	
	01/01/2019	20.99	21.63	21.88	22.19	22.85	
	07/01/2019	21.20	21.85	22.10	22.41	23.08	
	01/01/2020	21.41	22.07	22.32	22.63	23.31	
	07/01/2020	21.62	22.29	22.54	22.86	23.54	
	01/01/2021	21.84	22.51	22.77	23.09	23.78	
	07/01/2021	22.06	22.74	23.00	23.32	24.02	
C50214	COOK 2 (COR)						4 - 7
	01/01/2017	21.66	22.33	22.73	23.41		
	01/01/2018	21.98	22.66	23.07	23.76		
	01/01/2019	22.20	22.89	23.30	24.00		
	07/01/2019	22.42	23.12	23.53	24.24		
	01/01/2020	22.64	23.35	23.77	24.48		
	07/01/2020	22.87	23.58	24.01	24.72		
	01/01/2021	23.10	23.82	24.25	24.97		
	07/01/2021	23.33	24.06	24.49	25.22		
C50217	COOK 3 (BU) (COR)						4 - 7
	01/01/2017	901.76	929.65	949.74	973.16	1,002.35	
	01/01/2018	915.29	943.59	963.99	987.76	1,017.39	
	01/01/2019	924.44	953.03	973.63	997.64	1,027.56	
	07/01/2019	933.68	962.56	983.37	1,007.62	1,037.84	
	01/01/2020	943.02	972.19	993.20	1,017.70	1,048.22	
	07/01/2020	952.45	981.91	1,003.13	1,027.88	1,058.70	
	01/01/2021	961.97	991.73	1,013.16	1,038.16	1,069.29	
	07/01/2021	971.59	1,001.65	1,023.29	1,048.54	1,079.98	
C50230	HELPER, FOOD SERVICE (COR)						4 - 7
	01/01/2017	20.62	21.26	21.52	22.17		
	01/01/2018	20.93	21.58	21.84	22.50		
	01/01/2019	21.14	21.80	22.06	22.73		
	07/01/2019	21.35	22.02	22.28	22.96		
	01/01/2020	21.56	22.24	22.50	23.19		
	07/01/2020	21.78	22.46	22.73	23.42		
	01/01/2021	22.00	22.68	22.96	23.65		
	07/01/2021	22.22	22.91	23.19	23.89		
C50421	HOSPITAL HOUSEKEEPER 1 (BU) (COR)						4
	01/01/2017	926.21	954.85	981.52	1,008.11	1,038.37	
	01/01/2018	940.10	969.17	996.24	1,023.23	1,053.95	
	01/01/2019	949.50	978.86	1,006.20	1,033.46	1,064.49	
	07/01/2019	959.00	988.65	1,016.26	1,043.79	1,075.13	
	01/01/2020	968.59	998.54	1,026.42	1,054.23	1,085.88	
	07/01/2020	978.28	1,008.53	1,036.68	1,064.77	1,096.74	

01/01/2021	988.06	1,018.62	1,047.05	1,075.42	1,107.71
07/01/2021	997.94	1,028.81	1,057.52	1,086.17	1,118.79

C50423 HOSPITAL HOUSEKEEPER 2 (BU) (COR)

4

01/01/2017	1,070.54	1,103.65	1,136.91	1,171.33	1,206.47
01/01/2018	1,086.60	1,120.20	1,153.96	1,188.90	1,224.57
01/01/2019	1,097.47	1,131.40	1,165.50	1,200.79	1,236.82
07/01/2019	1,108.44	1,142.71	1,177.16	1,212.80	1,249.19
01/01/2020	1,119.52	1,154.14	1,188.93	1,224.93	1,261.68
07/01/2020	1,130.72	1,165.68	1,200.82	1,237.18	1,274.30
01/01/2021	1,142.03	1,177.34	1,212.83	1,249.55	1,287.04
07/01/2021	1,153.45	1,189.11	1,224.96	1,262.05	1,299.91

C50578 13 GENERAL ADMINISTRATION (COR)

3 - 7

01/01/2017	48,854	50,364	52,127	53,953	55,840	57,795	59,818
	61,325						
01/01/2018	49,587	51,119	52,909	54,762	56,678	58,662	60,715
	62,245						
01/01/2019	50,083	51,630	53,438	55,310	57,245	59,249	61,322
	62,867						
07/01/2019	50,584	52,146	53,972	55,863	57,817	59,841	61,935
	63,496						
01/01/2020	51,090	52,667	54,512	56,422	58,395	60,439	62,554
	64,131						
07/01/2020	51,601	53,194	55,057	56,986	58,979	61,043	63,180
	64,772						
01/01/2021	52,117	53,726	55,608	57,556	59,569	61,653	63,812
	65,420						
07/01/2021	52,638	54,263	56,164	58,132	60,165	62,270	64,450
	66,074						

C50579 14 FINANCIAL ADMINISTRATION (COR)

3 - 7

01/01/2017	50,701	52,269	54,098	55,992	57,951	59,980	62,079
	64,008						
01/01/2018	51,462	53,053	54,909	56,832	58,820	60,880	63,010
	64,968						
01/01/2019	51,977	53,584	55,458	57,400	59,408	61,489	63,640
	65,618						
07/01/2019	52,497	54,120	56,013	57,974	60,002	62,104	64,276
	66,274						
01/01/2020	53,022	54,661	56,573	58,554	60,602	62,725	64,919
	66,937						
07/01/2020	53,552	55,208	57,139	59,140	61,208	63,352	65,568
	67,606						
01/01/2021	54,088	55,760	57,710	59,731	61,820	63,986	66,224
	68,282						
07/01/2021	54,629	56,318	58,287	60,328	62,438	64,626	66,886
	68,965						

C50580 14 GENERAL ADMINISTRATION (COR)

3 - 7

01/01/2017	52,383 65,831	54,004	55,894	57,850	59,875	61,970	64,138
01/01/2018	53,169 66,818	54,814	56,732	58,718	60,773	62,900	65,100
01/01/2019	53,701 67,486	55,362	57,299	59,305	61,381	63,529	65,751
07/01/2019	54,238 68,161	55,916	57,872	59,898	61,995	64,164	66,409
01/01/2020	54,780 68,843	56,475	58,451	60,497	62,615	64,806	67,073
07/01/2020	55,328 69,531	57,040	59,036	61,102	63,241	65,454	67,744
01/01/2021	55,881 70,226	57,610	59,626	61,713	63,873	66,109	68,421
07/01/2021	56,440 70,928	58,186	60,222	62,330	64,512	66,770	69,105

C50581 15 GENERAL ADMINISTRATION (COR)

3 - 7

01/01/2017	55,863 70,683	57,591	59,607	61,694	63,853	66,087	68,400
01/01/2018	56,701 71,743	58,455	60,501	62,619	64,811	67,078	69,426
01/01/2019	57,268 72,460	59,040	61,106	63,245	65,459	67,749	70,120
07/01/2019	57,841 73,185	59,630	61,717	63,877	66,114	68,426	70,821
01/01/2020	58,419 73,917	60,226	62,334	64,516	66,775	69,110	71,529
07/01/2020	59,003 74,656	60,828	62,957	65,161	67,443	69,801	72,244
01/01/2021	59,593 75,403	61,436	63,587	65,813	68,117	70,499	72,966
07/01/2021	60,189 76,157	62,050	64,223	66,471	68,798	71,204	73,696

C50582 15 CHAPLAIN (COR)

3 - 7

01/01/2017	57,278 72,121	59,049	61,117	63,255	65,470	67,762	70,133
01/01/2018	58,137 73,203	59,935	62,034	64,204	66,452	68,778	71,185
01/01/2019	58,718 73,935	60,534	62,654	64,846	67,117	69,466	71,897
07/01/2019	59,305 74,674	61,139	63,281	65,494	67,788	70,161	72,616
01/01/2020	59,898 75,421	61,750	63,914	66,149	68,466	70,863	73,342
07/01/2020	60,497 76,175	62,368	64,553	66,810	69,151	71,572	74,075
01/01/2021	61,102 76,937	62,992	65,199	67,478	69,843	72,288	74,816
07/01/2021	61,713	63,622	65,851	68,153	70,541	73,011	75,564

77,706

C50584	16 CHAPLAIN (COR)								3 - 7
	01/01/2017	61,619	63,524	65,749	68,049	70,431	72,895	75,448	
		77,596							
	01/01/2018	62,543	64,477	66,735	69,070	71,487	73,988	76,580	
		78,760							
	01/01/2019	63,168	65,122	67,402	69,761	72,202	74,728	77,346	
		79,548							
	07/01/2019	63,800	65,773	68,076	70,459	72,924	75,475	78,119	
		80,343							
	01/01/2020	64,438	66,431	68,757	71,164	73,653	76,230	78,900	
		81,146							
	07/01/2020	65,082	67,095	69,445	71,876	74,390	76,992	79,689	
		81,957							
	01/01/2021	65,733	67,766	70,139	72,595	75,134	77,762	80,486	
		82,777							
	07/01/2021	66,390	68,444	70,840	73,321	75,885	78,540	81,291	
		83,605							
C50583	16 SOCIAL PROGRAM (COR)								3 - 7
	01/01/2017	58,553	60,364	62,478	64,664	66,928	69,270	71,695	
		74,113							
	01/01/2018	59,431	61,269	63,415	65,634	67,932	70,309	72,770	
		75,225							
	01/01/2019	60,025	61,882	64,049	66,290	68,611	71,012	73,498	
		75,977							
	07/01/2019	60,625	62,501	64,689	66,953	69,297	71,722	74,233	
		76,737							
	01/01/2020	61,231	63,126	65,336	67,623	69,990	72,439	74,975	
		77,504							
	07/01/2020	61,843	63,757	65,989	68,299	70,690	73,163	75,725	
		78,279							
	01/01/2021	62,461	64,395	66,649	68,982	71,397	73,895	76,482	
		79,062							
	07/01/2021	63,086	65,039	67,315	69,672	72,111	74,634	77,247	
		79,853							
C50585	16 PHARMACY (COR)								3 - 7
	01/01/2017	70,053	72,220	74,748	77,364	80,071	82,874	85,774	
		87,583							
	01/01/2018	71,104	73,303	75,869	78,524	81,272	84,117	87,061	
		88,897							
	01/01/2019	71,815	74,036	76,628	79,309	82,085	84,958	87,932	
		89,786							
	07/01/2019	72,533	74,776	77,394	80,102	82,906	85,808	88,811	
		90,684							
	01/01/2020	73,258	75,524	78,168	80,903	83,735	86,666	89,699	
		91,591							
	07/01/2020	73,991	76,279	78,950	81,712	84,572	87,533	90,596	
		92,507							

01/01/2021	74,731 93,432	77,042	79,740	82,529	85,418	88,408	91,502
07/01/2021	75,478 94,366	77,812	80,537	83,354	86,272	89,292	92,417

C50589 17 PHARMACY (COR)

3 - 7

01/01/2017	73,926 93,683	76,212 94,236	78,880	81,640	84,499	87,455	90,517
01/01/2018	75,035 95,088	77,355 95,650	80,063	82,865	85,766	88,767	91,875
01/01/2019	75,785 96,039	78,129 96,607	80,864	83,694	86,624	89,655	92,794
07/01/2019	76,543 96,999	78,910 97,573	81,673	84,531	87,490	90,552	93,722
01/01/2020	77,308 97,969	79,699 98,549	82,490	85,376	88,365	91,458	94,659
07/01/2020	78,081 98,949	80,496 99,534	83,315	86,230	89,249	92,373	95,606
01/01/2021	78,862 99,938	81,301 100,529	84,148	87,092	90,141	93,297	96,562
07/01/2021	79,651 100,937	82,114 101,534	84,989	87,963	91,042	94,230	97,528

C50587 17 PERSONAL ADMINISTRATION (COR)

6

01/01/2017	72,835 89,816	75,087	77,715	80,435	83,250	86,164	89,179
01/01/2018	73,928 91,163	76,213	78,881	81,642	84,499	87,456	90,517
01/01/2019	74,667 92,075	76,975	79,670	82,458	85,344	88,331	91,422
07/01/2019	75,414 92,996	77,745	80,467	83,283	86,197	89,214	92,336
01/01/2020	76,168 93,926	78,522	81,272	84,116	87,059	90,106	93,259
07/01/2020	76,930 94,865	79,307	82,085	84,957	87,930	91,007	94,192
01/01/2021	77,699 95,814	80,100	82,906	85,807	88,809	91,917	95,134
07/01/2021	78,476 96,772	80,901	83,735	86,665	89,697	92,836	96,085

C50590 17 SOCIAL WORK (COR)

3 - 7

01/01/2017	68,650 85,828	70,773	73,251	75,815	78,469	81,215	84,058
01/01/2018	69,680 87,115	71,835	74,350	76,952	79,646	82,433	85,319
01/01/2019	70,377 87,986	72,553	75,094	77,722	80,442	83,257	86,172
07/01/2019	71,081 88,866	73,279	75,845	78,499	81,246	84,090	87,034
01/01/2020	71,792	74,012	76,603	79,284	82,058	84,931	87,904

	89,755						
07/01/2020	72,510	74,752	77,369	80,077	82,879	85,780	88,783
	90,653						
01/01/2021	73,235	75,500	78,143	80,878	83,708	86,638	89,671
	91,560						
07/01/2021	73,967	76,255	78,924	81,687	84,545	87,504	90,568
	92,476						

C50593 18 SOCIAL PROGRAM (COR)

3 - 7

01/01/2017	66,834	68,900	71,313	73,808	76,392	79,066	81,833
	84,697	85,877					
01/01/2018	67,837	69,934	72,383	74,915	77,538	80,252	83,060
	85,967	87,165					
01/01/2019	68,515	70,633	73,107	75,664	78,313	81,055	83,891
	86,827	88,037					
07/01/2019	69,200	71,339	73,838	76,421	79,096	81,866	84,730
	87,695	88,917					
01/01/2020	69,892	72,052	74,576	77,185	79,887	82,685	85,577
	88,572	89,806					
07/01/2020	70,591	72,773	75,322	77,957	80,686	83,512	86,433
	89,458	90,704					
01/01/2021	71,297	73,501	76,075	78,737	81,493	84,347	87,297
	90,353	91,611					
07/01/2021	72,010	74,236	76,836	79,524	82,308	85,190	88,170
	91,257	92,527					

C50596 19 SOCIAL PROGRAM (COR)

3 - 7

01/01/2017	70,199	72,370	74,903	77,525	80,240	83,048	85,954
	88,962	92,387					
01/01/2018	71,252	73,456	76,027	78,688	81,444	84,294	87,243
	90,296	93,773					
01/01/2019	71,965	74,191	76,787	79,475	82,258	85,137	88,115
	91,199	94,711					
07/01/2019	72,685	74,933	77,555	80,270	83,081	85,988	88,996
	92,111	95,658					
01/01/2020	73,412	75,682	78,331	81,073	83,912	86,848	89,886
	93,032	96,615					
07/01/2020	74,146	76,439	79,114	81,884	84,751	87,716	90,785
	93,962	97,581					
01/01/2021	74,887	77,203	79,905	82,703	85,599	88,593	91,693
	94,902	98,557					
07/01/2021	75,636	77,975	80,704	83,530	86,455	89,479	92,610
	95,851	99,543					

C50594 18 SOCIAL WORK (COR)

3 - 7

01/01/2017	71,460	73,670	76,247	78,916	81,678	84,537	87,495
	91,084						
01/01/2018	72,532	74,775	77,391	80,100	82,903	85,805	88,807
	92,450						
01/01/2019	73,257	75,523	78,165	80,901	83,732	86,663	89,695
	93,375						

07/01/2019	73,990 94,309	76,278	78,947	81,710	84,569	87,530	90,592
01/01/2020	74,730 95,252	77,041	79,736	82,527	85,415	88,405	91,498
07/01/2020	75,477 96,205	77,811	80,533	83,352	86,269	89,289	92,413
01/01/2021	76,232 97,167	78,589	81,338	84,186	87,132	90,182	93,337
07/01/2021	76,994 98,139	79,375	82,151	85,028	88,003	91,084	94,270

C50586 17 PROGRAM ANALYSIS (COR)

3 - 7

01/01/2017	63,559 79,769	65,525	67,818	70,192	72,649	75,191	77,823
01/01/2018	64,512 80,966	66,508	68,835	71,245	73,739	76,319	78,990
01/01/2019	65,157 81,776	67,173	69,523	71,957	74,476	77,082	79,780
07/01/2019	65,809 82,594	67,845	70,218	72,677	75,221	77,853	80,578
01/01/2020	66,467 83,420	68,523	70,920	73,404	75,973	78,632	81,384
07/01/2020	67,132 84,254	69,208	71,629	74,138	76,733	79,418	82,198
01/01/2021	67,803 85,097	69,900	72,345	74,879	77,500	80,212	83,020
07/01/2021	68,481 85,948	70,599	73,068	75,628	78,275	81,014	83,850

C50592 18 PROGRAM ANALYSIS (COR)

3 - 7

01/01/2017	66,834 84,697	68,900 85,877	71,313	73,808	76,392	79,066	81,833
01/01/2018	67,837 85,967	69,934 87,165	72,383	74,915	77,538	80,252	83,060
01/01/2019	68,515 86,827	70,633 88,037	73,107	75,664	78,313	81,055	83,891
07/01/2019	69,200 87,695	71,339 88,917	73,838	76,421	79,096	81,866	84,730
01/01/2020	69,892 88,572	72,052 89,806	74,576	77,185	79,887	82,685	85,577
07/01/2020	70,591 89,458	72,773 90,704	75,322	77,957	80,686	83,512	86,433
01/01/2021	71,297 90,353	73,501 91,611	76,075	78,737	81,493	84,347	87,297
07/01/2021	72,010 91,257	74,236 92,527	76,836	79,524	82,308	85,190	88,170

C50595	19 PROGRAM ANALYSIS (COR)							3 - 7
01/01/2017	70,199	72,370	74,903	77,525	80,240	83,048	85,954	
	88,962	92,387						
01/01/2018	71,252	73,456	76,027	78,688	81,444	84,294	87,243	
	90,296	93,773						
01/01/2019	71,965	74,191	76,787	79,475	82,258	85,137	88,115	
	91,199	94,711						
07/01/2019	72,685	74,933	77,555	80,270	83,081	85,988	88,996	
	92,111	95,658						
01/01/2020	73,412	75,682	78,331	81,073	83,912	86,848	89,886	
	93,032	96,615						
07/01/2020	74,146	76,439	79,114	81,884	84,751	87,716	90,785	
	93,962	97,581						
01/01/2021	74,887	77,203	79,905	82,703	85,599	88,593	91,693	
	94,902	98,557						
07/01/2021	75,636	77,975	80,704	83,530	86,455	89,479	92,610	
	95,851	99,543						
C50588	17 PURCHASING AND SUPPLY (COR)							3 - 7
01/01/2017	64,815	66,820	69,158	71,578	74,085	76,677	79,361	
	81,347							
01/01/2018	65,787	67,822	70,195	72,652	75,196	77,827	80,551	
	82,567							
01/01/2019	66,445	68,500	70,897	73,379	75,948	78,605	81,357	
	83,393							
07/01/2019	67,109	69,185	71,606	74,113	76,707	79,391	82,171	
	84,227							
01/01/2020	67,780	69,877	72,322	74,854	77,474	80,185	82,993	
	85,069							
07/01/2020	68,458	70,576	73,045	75,603	78,249	80,987	83,823	
	85,920							
01/01/2021	69,143	71,282	73,775	76,359	79,031	81,797	84,661	
	86,779							
07/01/2021	69,834	71,995	74,513	77,123	79,821	82,615	85,508	
	87,647							
C50591	18 FINANCIAL ADMINISTRATION (COR)							3 - 7
01/01/2017	66,834	68,900	71,313	73,808	76,392	79,066	81,833	
	84,697	85,877						
01/01/2018	67,837	69,934	72,383	74,915	77,538	80,252	83,060	
	85,967	87,165						
01/01/2019	68,515	70,633	73,107	75,664	78,313	81,055	83,891	
	86,827	88,037						
07/01/2019	69,200	71,339	73,838	76,421	79,096	81,866	84,730	
	87,695	88,917						
01/01/2020	69,892	72,052	74,576	77,185	79,887	82,685	85,577	
	88,572	89,806						
07/01/2020	70,591	72,773	75,322	77,957	80,686	83,512	86,433	

	89,458	90,704					
01/01/2021	71,297	73,501	76,075	78,737	81,493	84,347	87,297
	90,353	91,611					
07/01/2021	72,010	74,236	76,836	79,524	82,308	85,190	88,170
	91,257	92,527					

C50614 CLEANER 1 (COR)

4 - 7

SA	01/01/2017	19.68	20.29	20.57	21.19
	01/01/2018	19.98	20.59	20.88	21.51
	01/01/2019	20.18	20.80	21.09	21.73
	07/01/2019	20.38	21.01	21.30	21.95
	01/01/2020	20.58	21.22	21.51	22.17
	07/01/2020	20.79	21.43	21.73	22.39
	01/01/2021	21.00	21.64	21.95	22.61
	07/01/2021	21.21	21.86	22.17	22.84

C50616 CLEANER 2 (COR)

4 - 7

SA	01/01/2017	20.87	21.52	21.88	22.53
	01/01/2018	21.18	21.84	22.21	22.87
	01/01/2019	21.39	22.06	22.43	23.10
	07/01/2019	21.60	22.28	22.65	23.33
	01/01/2020	21.82	22.50	22.88	23.56
	07/01/2020	22.04	22.73	23.11	23.80
	01/01/2021	22.26	22.96	23.34	24.04
	07/01/2021	22.48	23.19	23.57	24.28

C50618 CLEANER 3 (COR)

4 - 7

	01/01/2017	21.63	22.30	22.70	23.38
	01/01/2018	21.95	22.63	23.04	23.73
	01/01/2019	22.17	22.86	23.27	23.97
	07/01/2019	22.39	23.09	23.50	24.21
	01/01/2020	22.61	23.32	23.74	24.45
	07/01/2020	22.84	23.55	23.98	24.69
	01/01/2021	23.07	23.79	24.22	24.94
	07/01/2021	23.30	24.03	24.46	25.19

C51200 CLERK 1, SUPPLY (COR)

4 - 7

SA	01/01/2017	18.20	18.77	18.98	19.35	19.93
	01/01/2018	18.47	19.05	19.26	19.64	20.23
	01/01/2019	18.65	19.24	19.45	19.84	20.43
	07/01/2019	18.84	19.43	19.64	20.04	20.63
	01/01/2020	19.03	19.62	19.84	20.24	20.84
	07/01/2020	19.22	19.82	20.04	20.44	21.05
	01/01/2021	19.41	20.02	20.24	20.64	21.26
	07/01/2021	19.60	20.22	20.44	20.85	21.47

C51202 CLERK 2, SUPPLY (COR)

4 - 7

SA	01/01/2017	19.98	20.59	20.92	21.31	21.94
	01/01/2018	20.28	20.90	21.23	21.63	22.27
	01/01/2019	20.48	21.11	21.44	21.85	22.49
	07/01/2019	20.68	21.32	21.65	22.07	22.71

01/01/2020	20.89	21.53	21.87	22.29	22.94
07/01/2020	21.10	21.75	22.09	22.51	23.17
01/01/2021	21.31	21.97	22.31	22.74	23.40
07/01/2021	21.52	22.19	22.53	22.97	23.63

C51204 CLERK 3, SUPPLY (COR)

4 - 7

01/01/2017	21.02	21.67	22.10	22.55	23.23
01/01/2018	21.34	22.00	22.43	22.89	23.58
01/01/2019	21.55	22.22	22.65	23.12	23.82
07/01/2019	21.77	22.44	22.88	23.35	24.06
01/01/2020	21.99	22.66	23.11	23.58	24.30
07/01/2020	22.21	22.89	23.34	23.82	24.54
01/01/2021	22.43	23.12	23.57	24.06	24.79
07/01/2021	22.65	23.35	23.81	24.30	25.04

C51206 CLERK 4, SUPPLY (COR)

4 - 7

01/01/2017	21.47	22.13	22.56	23.05	23.77
01/01/2018	21.79	22.46	22.90	23.40	24.13
01/01/2019	22.01	22.68	23.13	23.63	24.37
07/01/2019	22.23	22.91	23.36	23.87	24.61
01/01/2020	22.45	23.14	23.59	24.11	24.86
07/01/2020	22.67	23.37	23.83	24.35	25.11
01/01/2021	22.90	23.60	24.07	24.59	25.36
07/01/2021	23.13	23.84	24.31	24.84	25.61

C51208 CLERK 5, SUPPLY (COR)

4 - 7

01/01/2017	22.45	23.14	23.66	24.11	24.84
01/01/2018	22.79	23.49	24.01	24.47	25.21
01/01/2019	23.02	23.72	24.25	24.71	25.46
07/01/2019	23.25	23.96	24.49	24.96	25.71
01/01/2020	23.48	24.20	24.73	25.21	25.97
07/01/2020	23.71	24.44	24.98	25.46	26.23
01/01/2021	23.95	24.68	25.23	25.71	26.49
07/01/2021	24.19	24.93	25.48	25.97	26.75

C51210 CLERK 6, SUPPLY (COR)

4 - 7

01/01/2017	23.87	24.61	25.17	25.79	26.57
01/01/2018	24.23	24.98	25.55	26.18	26.97
01/01/2019	24.47	25.23	25.81	26.44	27.24
07/01/2019	24.71	25.48	26.07	26.70	27.51
01/01/2020	24.96	25.73	26.33	26.97	27.79
07/01/2020	25.21	25.99	26.59	27.24	28.07
01/01/2021	25.46	26.25	26.86	27.51	28.35
07/01/2021	25.71	26.51	27.13	27.79	28.63

C51211 CLERK 7 SUPPLY (BU) (COR)

4

01/01/2017	1,046.82	1,079.20	1,112.02	1,144.90	1,179.23
01/01/2018	1,062.52	1,095.39	1,128.70	1,162.07	1,196.92
01/01/2019	1,073.15	1,106.34	1,139.99	1,173.69	1,208.89
07/01/2019	1,083.88	1,117.40	1,151.39	1,185.43	1,220.98
01/01/2020	1,094.72	1,128.57	1,162.90	1,197.28	1,233.19

07/01/2020	1,105.67	1,139.86	1,174.53	1,209.25	1,245.52
01/01/2021	1,116.73	1,151.26	1,186.28	1,221.34	1,257.98
07/01/2021	1,127.90	1,162.77	1,198.14	1,233.55	1,270.56

C93002 MAINTENANCE MECHANIC 1 (K7 SALARY NOTE) (COR)

4 - 7

SA	01/01/2017	21.22	21.88	22.29	22.95
	01/01/2018	21.54	22.21	22.62	23.29
	01/01/2019	21.76	22.43	22.85	23.52
	07/01/2019	21.98	22.65	23.08	23.76
	01/01/2020	22.20	22.88	23.31	24.00
	07/01/2020	22.42	23.11	23.54	24.24
	01/01/2021	22.64	23.34	23.78	24.48
	07/01/2021	22.87	23.57	24.02	24.72

C93004 MAINTENANCE MECHANIC 2 (K7 SALARY NOTE) (COR)

	01/01/2017	22.80	23.51	23.98	24.53	25.27
	01/01/2018	23.14	23.86	24.34	24.90	25.65
	01/01/2019	23.37	24.10	24.58	25.15	25.91
	07/01/2019	23.60	24.34	24.83	25.40	26.17
	01/01/2020	23.84	24.58	25.08	25.65	26.43
	07/01/2020	24.08	24.83	25.33	25.91	26.69
	01/01/2021	24.32	25.08	25.58	26.17	26.96
	07/01/2021	24.56	25.33	25.84	26.43	27.23

C93006 MAINTENANCE MECHANIC 3 (K7 SALARY NOTE) (COR)

4 - 7

SA	01/01/2017	24.90	25.67	26.21	27.01
	01/01/2018	25.27	26.06	26.60	27.42
	01/01/2019	25.52	26.32	26.87	27.69
	07/01/2019	25.78	26.58	27.14	27.97
	01/01/2020	26.04	26.85	27.41	28.25
	07/01/2020	26.30	27.12	27.68	28.53
	01/01/2021	26.56	27.39	27.96	28.82
	07/01/2021	26.83	27.66	28.24	29.11

C93007 MAINTENANCE MECHANIC 3A (COR)

4 - 7

	01/01/2017	26.12	26.93	27.48	28.31
	01/01/2018	26.51	27.33	27.89	28.73
	01/01/2019	26.78	27.60	28.17	29.02
	07/01/2019	27.05	27.88	28.45	29.31
	01/01/2020	27.32	28.16	28.73	29.60
	07/01/2020	27.59	28.44	29.02	29.90
	01/01/2021	27.87	28.72	29.31	30.20
	07/01/2021	28.15	29.01	29.60	30.50

C93024 MAINTENANCE CARPENTER (COR)

4 - 7

SA	01/01/2017	24.90	25.67	26.21	27.01
	01/01/2018	25.27	26.06	26.60	27.42
	01/01/2019	25.52	26.32	26.87	27.69
	07/01/2019	25.78	26.58	27.14	27.97
	01/01/2020	26.04	26.85	27.41	28.25

07/01/2020	26.30	27.12	27.68	28.53
01/01/2021	26.56	27.39	27.96	28.82
07/01/2021	26.83	27.66	28.24	29.11

C93026 MAINTENANCE CARPENTER, FOREMAN/WOMAN (COR)

4 - 7

01/01/2017	26.71	27.53	28.11	28.95
01/01/2018	27.11	27.94	28.53	29.38
01/01/2019	27.38	28.22	28.82	29.67
07/01/2019	27.65	28.50	29.11	29.97
01/01/2020	27.93	28.79	29.40	30.27
07/01/2020	28.21	29.08	29.69	30.57
01/01/2021	28.49	29.37	29.99	30.88
07/01/2021	28.77	29.66	30.29	31.19

C93025 MAINTENANCE CARPENTER/INSPECTOR (COR)

4 - 7

01/01/2017	26.36	27.18	27.72	28.56
01/01/2018	26.76	27.59	28.14	28.99
01/01/2019	27.03	27.87	28.42	29.28
07/01/2019	27.30	28.15	28.70	29.57
01/01/2020	27.57	28.43	28.99	29.87
07/01/2020	27.85	28.71	29.28	30.17
01/01/2021	28.13	29.00	29.57	30.47
07/01/2021	28.41	29.29	29.87	30.77

C93030 MAINTENANCE ELECTRICIAN (COR)

4 - 7

SA 01/01/2017	25.74	26.54	27.13	27.95
01/01/2018	26.13	26.94	27.54	28.37
01/01/2019	26.39	27.21	27.82	28.65
07/01/2019	26.65	27.48	28.10	28.94
01/01/2020	26.92	27.75	28.38	29.23
07/01/2020	27.19	28.03	28.66	29.52
01/01/2021	27.46	28.31	28.95	29.82
07/01/2021	27.73	28.59	29.24	30.12

C93034 MAINTENANCE ELECTRICIAN, FOREMAN/WOMAN (COR)

4 - 7

01/01/2017	28.34	29.21	29.96	30.87
01/01/2018	28.77	29.65	30.41	31.33
01/01/2019	29.06	29.95	30.71	31.64
07/01/2019	29.35	30.25	31.02	31.96
01/01/2020	29.64	30.55	31.33	32.28
07/01/2020	29.94	30.86	31.64	32.60
01/01/2021	30.24	31.17	31.96	32.93
07/01/2021	30.54	31.48	32.28	33.26

C17650 MAINTENANCE ELECTRICIAN/CONTRACT INSPECTOR (COR)

4 - 7

01/01/2017	27.62	28.47	29.14	30.00
01/01/2018	28.03	28.90	29.58	30.45
01/01/2019	28.31	29.19	29.88	30.75
07/01/2019	28.59	29.48	30.18	31.06
01/01/2020	28.88	29.77	30.48	31.37
07/01/2020	29.17	30.07	30.78	31.68

01/01/2021	29.46	30.37	31.09	32.00
07/01/2021	29.75	30.67	31.40	32.32

C93010 MAINTENANCE FOREMAN/WOMAN (COR)

4 - 7

01/01/2017	26.71	27.53	28.11	28.95
01/01/2018	27.11	27.94	28.53	29.38
01/01/2019	27.38	28.22	28.82	29.67
07/01/2019	27.65	28.50	29.11	29.97
01/01/2020	27.93	28.79	29.40	30.27
07/01/2020	28.21	29.08	29.69	30.57
01/01/2021	28.49	29.37	29.99	30.88
07/01/2021	28.77	29.66	30.29	31.19

C93060 MAINTENANCE PLUMBER (COR)

4 - 7

SA 01/01/2017	25.74	26.54	27.13	27.95
01/01/2018	26.13	26.94	27.54	28.37
01/01/2019	26.39	27.21	27.82	28.65
07/01/2019	26.65	27.48	28.10	28.94
01/01/2020	26.92	27.75	28.38	29.23
07/01/2020	27.19	28.03	28.66	29.52
01/01/2021	27.46	28.31	28.95	29.82
07/01/2021	27.73	28.59	29.24	30.12

C93062 MAINTENANCE PLUMBER, FOREMAN/WOMAN (COR)

4 - 7

01/01/2017	28.34	29.21	29.96	30.87
01/01/2018	28.77	29.65	30.41	31.33
01/01/2019	29.06	29.95	30.71	31.64
07/01/2019	29.35	30.25	31.02	31.96
01/01/2020	29.64	30.55	31.33	32.28
07/01/2020	29.94	30.86	31.64	32.60
01/01/2021	30.24	31.17	31.96	32.93
07/01/2021	30.54	31.48	32.28	33.26

C93074 MAINTENANCE WELDER (K7 SALARY NOTE) (COR)

4 - 7

SA 01/01/2017	25.69	26.49	27.05	27.85
01/01/2018	26.08	26.89	27.46	28.27
01/01/2019	26.34	27.16	27.73	28.55
07/01/2019	26.60	27.43	28.01	28.84
01/01/2020	26.87	27.70	28.29	29.13
07/01/2020	27.14	27.98	28.57	29.42
01/01/2021	27.41	28.26	28.86	29.71
07/01/2021	27.68	28.54	29.15	30.01

C95302 FOOD SERVICES (100FS) (COR)

4

01/01/2017	974.46	1,004.60	1,033.04	1,062.29	1,092.35	1,123.28	1,156.98
01/01/2018	989.08	1,019.67	1,048.54	1,078.22	1,108.74	1,140.13	1,174.33
01/01/2019	998.97	1,029.87	1,059.03	1,089.00	1,119.83	1,151.53	1,186.07
07/01/2019	1,008.96	1,040.17	1,069.62	1,099.89	1,131.03	1,163.05	1,197.93
01/01/2020	1,019.05	1,050.57	1,080.32	1,110.89	1,142.34	1,174.68	1,209.91
07/01/2020	1,029.24	1,061.08	1,091.12	1,122.00	1,153.76	1,186.43	1,222.01
01/01/2021	1,039.53	1,071.69	1,102.03	1,133.22	1,165.30	1,198.29	1,234.23

07/01/2021	1,049.93	1,082.41	1,113.05	1,144.55	1,176.95	1,210.27	1,246.57
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C95303 FOOD SERVICES (11OFS) (COR)

3

01/01/2017	1,028.33	1,060.13	1,090.49	1,121.71	1,153.87	1,186.94	1,222.56
01/01/2018	1,043.75	1,076.03	1,106.85	1,138.54	1,171.18	1,204.74	1,240.90
01/01/2019	1,054.19	1,086.79	1,117.92	1,149.93	1,182.89	1,216.79	1,253.31
07/01/2019	1,064.73	1,097.66	1,129.10	1,161.43	1,194.72	1,228.96	1,265.84
01/01/2020	1,075.38	1,108.64	1,140.39	1,173.04	1,206.67	1,241.25	1,278.50
07/01/2020	1,086.13	1,119.73	1,151.79	1,184.77	1,218.74	1,253.66	1,291.29
01/01/2021	1,096.99	1,130.93	1,163.31	1,196.62	1,230.93	1,266.20	1,304.20
07/01/2021	1,107.96	1,142.24	1,174.94	1,208.59	1,243.24	1,278.86	1,317.24

C95304 FOOD SERVICES (12OFS) (COR)

6

01/01/2017	1,084.35	1,117.88	1,150.72	1,184.50	1,219.27	1,255.10	1,292.76
01/01/2018	1,100.62	1,134.65	1,167.98	1,202.27	1,237.56	1,273.93	1,312.15
01/01/2019	1,111.63	1,146.00	1,179.66	1,214.29	1,249.94	1,286.67	1,325.27
07/01/2019	1,122.75	1,157.46	1,191.46	1,226.43	1,262.44	1,299.54	1,338.52
01/01/2020	1,133.98	1,169.03	1,203.37	1,238.69	1,275.06	1,312.54	1,351.91
07/01/2020	1,145.32	1,180.72	1,215.40	1,251.08	1,287.81	1,325.67	1,365.43
01/01/2021	1,156.77	1,192.53	1,227.55	1,263.59	1,300.69	1,338.93	1,379.08
07/01/2021	1,168.34	1,204.46	1,239.83	1,276.23	1,313.70	1,352.32	1,392.87

C95305 FOOD SERVICES (13OFS) (COR)

6

01/01/2017	1,146.40	1,181.86	1,216.87	1,252.97	1,290.12	1,328.34	1,368.20
01/01/2018	1,163.60	1,199.59	1,235.12	1,271.76	1,309.47	1,348.27	1,388.72
01/01/2019	1,175.24	1,211.59	1,247.47	1,284.48	1,322.56	1,361.75	1,402.61
07/01/2019	1,186.99	1,223.71	1,259.94	1,297.32	1,335.79	1,375.37	1,416.64
01/01/2020	1,198.86	1,235.95	1,272.54	1,310.29	1,349.15	1,389.12	1,430.81
07/01/2020	1,210.85	1,248.31	1,285.27	1,323.39	1,362.64	1,403.01	1,445.12
01/01/2021	1,222.96	1,260.79	1,298.12	1,336.62	1,376.27	1,417.04	1,459.57
07/01/2021	1,235.19	1,273.40	1,311.10	1,349.99	1,390.03	1,431.21	1,474.17

C95306 FOOD SERVICES (14OFS) (COR)

6

01/01/2017	1,211.42	1,248.88	1,286.82	1,325.92	1,366.21	1,407.73	1,449.96
01/01/2018	1,229.59	1,267.61	1,306.12	1,345.81	1,386.70	1,428.85	1,471.71
01/01/2019	1,241.89	1,280.29	1,319.18	1,359.27	1,400.57	1,443.14	1,486.43
07/01/2019	1,254.31	1,293.09	1,332.37	1,372.86	1,414.58	1,457.57	1,501.29
01/01/2020	1,266.85	1,306.02	1,345.69	1,386.59	1,428.73	1,472.15	1,516.30
07/01/2020	1,279.52	1,319.08	1,359.15	1,400.46	1,443.02	1,486.87	1,531.46
01/01/2021	1,292.32	1,332.27	1,372.74	1,414.46	1,457.45	1,501.74	1,546.77
07/01/2021	1,305.24	1,345.59	1,386.47	1,428.60	1,472.02	1,516.76	1,562.24

C01OAD OFFICE ADMINISTRATION 01 (COR)

3 - 7

SA	01/01/2017	19.28	19.87	20.23	20.67	21.08	21.51	22.16
	01/01/2018	19.57	20.17	20.53	20.98	21.40	21.83	22.49
	01/01/2019	19.77	20.37	20.74	21.19	21.61	22.05	22.71
	07/01/2019	19.97	20.57	20.95	21.40	21.83	22.27	22.94
	01/01/2020	20.17	20.78	21.16	21.61	22.05	22.49	23.17
	07/01/2020	20.37	20.99	21.37	21.83	22.27	22.71	23.40
	01/01/2021	20.57	21.20	21.58	22.05	22.49	22.94	23.63
	07/01/2021	20.78	21.41	21.80	22.27	22.71	23.17	23.87

C02OAD	OFFICE ADMINISTRATION 02 (COR)								3 - 7
SA	01/01/2017	19.56	20.17	20.63	21.03	21.47	21.92	22.58	
	01/01/2018	19.85	20.47	20.94	21.35	21.79	22.25	22.92	
	01/01/2019	20.05	20.67	21.15	21.56	22.01	22.47	23.15	
	07/01/2019	20.25	20.88	21.36	21.78	22.23	22.69	23.38	
	01/01/2020	20.45	21.09	21.57	22.00	22.45	22.92	23.61	
	07/01/2020	20.65	21.30	21.79	22.22	22.67	23.15	23.85	
	01/01/2021	20.86	21.51	22.01	22.44	22.90	23.38	24.09	
	07/01/2021	21.07	21.73	22.23	22.66	23.13	23.61	24.33	
C03OAD	OFFICE ADMINISTRATION 03 (COR)								3 - 7
SA	01/01/2017	20.02	20.63	21.03	21.48	21.92	22.40	23.08	
	01/01/2018	20.32	20.94	21.35	21.80	22.25	22.74	23.43	
	01/01/2019	20.52	21.15	21.56	22.02	22.47	22.97	23.66	
	07/01/2019	20.73	21.36	21.78	22.24	22.69	23.20	23.90	
	01/01/2020	20.94	21.57	22.00	22.46	22.92	23.43	24.14	
	07/01/2020	21.15	21.79	22.22	22.68	23.15	23.66	24.38	
	01/01/2021	21.36	22.01	22.44	22.91	23.38	23.90	24.62	
	07/01/2021	21.57	22.23	22.66	23.14	23.61	24.14	24.87	
C04OAD	OFFICE ADMINISTRATION 04 (COR)								3 - 7
SA-04	01/01/2017	20.40	21.03	21.48	21.92	22.40	22.91	23.59	
	01/01/2018	20.71	21.35	21.80	22.25	22.74	23.25	23.94	
	01/01/2019	20.92	21.56	22.02	22.47	22.97	23.48	24.18	
	07/01/2019	21.13	21.78	22.24	22.69	23.20	23.71	24.42	
	01/01/2020	21.34	22.00	22.46	22.92	23.43	23.95	24.66	
	07/01/2020	21.55	22.22	22.68	23.15	23.66	24.19	24.91	
	01/01/2021	21.77	22.44	22.91	23.38	23.90	24.43	25.16	
	07/01/2021	21.99	22.66	23.14	23.61	24.14	24.67	25.41	
C05OAD	OFFICE ADMINISTRATION 05 (COR)								3 - 7
SA-03	01/01/2017	20.86	21.51	21.99	22.45	22.94	23.46	24.16	
	01/01/2018	21.17	21.83	22.32	22.79	23.28	23.81	24.52	
	01/01/2019	21.38	22.05	22.54	23.02	23.51	24.05	24.77	
	07/01/2019	21.59	22.27	22.77	23.25	23.75	24.29	25.02	
	01/01/2020	21.81	22.49	23.00	23.48	23.99	24.53	25.27	
	07/01/2020	22.03	22.71	23.23	23.71	24.23	24.78	25.52	
	01/01/2021	22.25	22.94	23.46	23.95	24.47	25.03	25.78	
	07/01/2021	22.47	23.17	23.69	24.19	24.71	25.28	26.04	
C06OAD	OFFICE ADMINISTRATION 06 (COR)								3 - 7
SA-02	01/01/2017	21.40	22.05	22.50	22.97	23.50	24.00	24.72	
	01/01/2018	21.72	22.38	22.84	23.31	23.85	24.36	25.09	
	01/01/2019	21.94	22.60	23.07	23.54	24.09	24.60	25.34	
	07/01/2019	22.16	22.83	23.30	23.78	24.33	24.85	25.59	
	01/01/2020	22.38	23.06	23.53	24.02	24.57	25.10	25.85	

07/01/2020	22.60	23.29	23.77	24.26	24.82	25.35	26.11
01/01/2021	22.83	23.52	24.01	24.50	25.07	25.60	26.37
07/01/2021	23.06	23.76	24.25	24.75	25.32	25.86	26.63

C07OAD OFFICE ADMINISTRATION 07 (COR)

3 - 7

01/01/2017	21.92	22.60	23.13	23.65	24.22	24.79	25.52
01/01/2018	22.25	22.94	23.48	24.00	24.58	25.16	25.90
01/01/2019	22.47	23.17	23.71	24.24	24.83	25.41	26.16
07/01/2019	22.69	23.40	23.95	24.48	25.08	25.66	26.42
01/01/2020	22.92	23.63	24.19	24.72	25.33	25.92	26.68
07/01/2020	23.15	23.87	24.43	24.97	25.58	26.18	26.95
01/01/2021	23.38	24.11	24.67	25.22	25.84	26.44	27.22
07/01/2021	23.61	24.35	24.92	25.47	26.10	26.70	27.49

C08OAD OFFICE ADMINISTRATION 08 (COR)

3 - 7

01/01/2017	22.76	23.46	23.95	24.51	25.09	25.67	26.46
01/01/2018	23.10	23.81	24.31	24.88	25.47	26.06	26.86
01/01/2019	23.33	24.05	24.55	25.13	25.72	26.32	27.13
07/01/2019	23.56	24.29	24.80	25.38	25.98	26.58	27.40
01/01/2020	23.80	24.53	25.05	25.63	26.24	26.85	27.67
07/01/2020	24.04	24.78	25.30	25.89	26.50	27.12	27.95
01/01/2021	24.28	25.03	25.55	26.15	26.77	27.39	28.23
07/01/2021	24.52	25.28	25.81	26.41	27.04	27.66	28.51

C09OAD OFFICE ADMINISTRATION 09 (COR)

3 - 7

01/01/2017	23.79	24.53	25.09	25.64	26.23	26.94	27.73
01/01/2018	24.15	24.90	25.47	26.02	26.62	27.34	28.15
01/01/2019	24.39	25.15	25.72	26.28	26.89	27.61	28.43
07/01/2019	24.63	25.40	25.98	26.54	27.16	27.89	28.71
01/01/2020	24.88	25.65	26.24	26.81	27.43	28.17	29.00
07/01/2020	25.13	25.91	26.50	27.08	27.70	28.45	29.29
01/01/2021	25.38	26.17	26.77	27.35	27.98	28.73	29.58
07/01/2021	25.63	26.43	27.04	27.62	28.26	29.02	29.88

C10OAD OFFICE ADMINISTRATION 10 (COR)

3

01/01/2017	24.96	25.74	26.43	27.11	27.80	28.54	29.38
01/01/2018	25.33	26.13	26.83	27.52	28.22	28.97	29.82
01/01/2019	25.58	26.39	27.10	27.80	28.50	29.26	30.12
07/01/2019	25.84	26.65	27.37	28.08	28.79	29.55	30.42
01/01/2020	26.10	26.92	27.64	28.36	29.08	29.85	30.72
07/01/2020	26.36	27.19	27.92	28.64	29.37	30.15	31.03
01/01/2021	26.62	27.46	28.20	28.93	29.66	30.45	31.34
07/01/2021	26.89	27.73	28.48	29.22	29.96	30.75	31.65

C11OAD OFFICE ADMINISTRATION 11 (COR)

3

01/01/2017	27.13	27.98	28.78	29.64	30.52	31.44	32.39
01/01/2018	27.54	28.40	29.21	30.08	30.98	31.91	32.88
01/01/2019	27.82	28.68	29.50	30.38	31.29	32.23	33.21
07/01/2019	28.10	28.97	29.80	30.68	31.60	32.55	33.54
01/01/2020	28.38	29.26	30.10	30.99	31.92	32.88	33.88
07/01/2020	28.66	29.55	30.40	31.30	32.24	33.21	34.22

01/01/2021	28.95	29.85	30.70	31.61	32.56	33.54	34.56
07/01/2021	29.24	30.15	31.01	31.93	32.89	33.88	34.91

C12OAD OFFICE ADMINISTRATION 12 (COR)

3

01/01/2017	29.49	30.40	31.35	32.29	33.32	34.26	35.30
01/01/2018	29.93	30.86	31.82	32.77	33.82	34.77	35.83
01/01/2019	30.23	31.17	32.14	33.10	34.16	35.12	36.19
07/01/2019	30.53	31.48	32.46	33.43	34.50	35.47	36.55
01/01/2020	30.84	31.79	32.78	33.76	34.85	35.82	36.92
07/01/2020	31.15	32.11	33.11	34.10	35.20	36.18	37.29
01/01/2021	31.46	32.43	33.44	34.44	35.55	36.54	37.66
07/01/2021	31.77	32.75	33.77	34.78	35.91	36.91	38.04

C13OAD OFFICE ADMINISTRATION 13 (COR)

3

01/01/2017	31.50	32.48	33.50	34.52	35.64	36.71	37.81
01/01/2018	31.97	32.97	34.00	35.04	36.17	37.26	38.38
01/01/2019	32.29	33.30	34.34	35.39	36.53	37.63	38.76
07/01/2019	32.61	33.63	34.68	35.74	36.90	38.01	39.15
01/01/2020	32.94	33.97	35.03	36.10	37.27	38.39	39.54
07/01/2020	33.27	34.31	35.38	36.46	37.64	38.77	39.94
01/01/2021	33.60	34.65	35.73	36.82	38.02	39.16	40.34
07/01/2021	33.94	35.00	36.09	37.19	38.40	39.55	40.74

ALPHABETICAL INDEX

This index is intended solely for the purpose of identifying commonly referenced words or terms within the articles of the Collective Agreements. The index does not form part of these Collective Agreements and shall not be used to interpret or give meaning to any article, word or clause in the Collective Agreements.

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