

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 598**

**and**

**Ontario Teachers' Pension Plan Board**

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**DURATION: January 1, 2014 – December 31, 2017**



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**THIS AGREEMENT MADE ON THE 13<sup>TH</sup> DAY OF FEBRUARY, 2014**

**BETWEEN**

**THE ONTARIO TEACHERS' PENSION PLAN BOARD  
(HEREINAFTER REFERRED TO AS THE "EMPLOYER")**

**AND**

**THE ONTARIO PUBLIC EMPLOYEES UNION AND ITS LOCAL 598  
(HEREINAFTER REFERRED TO AS THE "UNION")**

**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 recognizing that a relationship of good will and mutual respect between Employer and Employee can contribute greatly to the welfare of this pension plan.
2. It is understood that the provisions of the Agreement apply equally to all employees subject to specific restrictions of this agreement.

The parties, therefore, agree as follows:

**ARTICLE 1 – RECOGNITION**

- 1.1 The Ontario Public Service Employees' Union is recognized as the exclusive bargaining agent for all employees of the Ontario Teachers' Pension Plan Board other than:
  - a) persons employed in a managerial or confidential capacity and those dealing with matters related to labour relations;
  - b) persons who are members of the architectural, dental, engineering, legal, chartered accountant, chartered financial analyst, teaching or medical profession entitled to practice in Ontario and employed in a professional capacity;
  - c) students employed during their regular vacation period or on a co-operative educational training program;

- d) temporary employees required to back-fill for vacation relief or other short-term absences (4 weeks of continuous service);
- e) consulting professionals required to provide specialized expertise for project activities of a non-recurring kind.

1.2 For the purpose of Article 1.1, a “person employed in a managerial or confidential capacity” means a person who:

- a) is employed in a position confidential to the Chief Executive Officer;
- b) is involved in the determination of organization objectives and policy in relation to the development and administration of programs of the Employer or in the determination of budgets of the Employer;
- c) spends a significant amount of her/his time in the supervision of employees and/or is required by reason of her/his duties or responsibilities to deal formally on behalf of the Employer with a grievance of an employee;
- d) is employed in a position confidential to any person described in (a), (b), or (c);
- e) is employed in a confidential capacity in matters relating to employee relations including a person employed in a clerical, stenographic or secretarial position in the Employer’s Human Resources Department.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2.1 The Union acknowledges that it is the exclusive right of the Employer to:

- a) maintain order, discipline and efficiency;
- b) hire, intra- or interdepartmental transfer, classify, appoint, promote, demote, lay off and recall employees;
- c) discipline and discharge employees for just cause;
- d) generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine location of speaking engagements and workshops, determine complement, organization, methods and the number of classification of personnel required from time to time, the number and location of facilities, services to be performed, the scheduling of assignments and work, scheduling the

hours of operation, the extension, limitation, curtailment of cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

The exercise of the Employer's rights shall be subject to all the other provisions of this Agreement.

### **ARTICLE 3 – DEFINITIONS**

3.1 For the purposes of this Agreement:

- a) "contract employee" means a "Bargaining Unit employee" appointed to a contract position with the Board and subject to Part C;
- b) "day" means calendar day, unless otherwise specified;
- c) "employee" means a person who is appointed to the staff of the Ontario Teachers' Pension Plan Board and who is not excluded from the Bargaining Unit as described in Article 1.1 and 1.2;
- d) "Employer" or "Board" means the Ontario Teachers' Pension Plan Board or its duly appointed officials;
- e) "full-time regular employee" means an "employee" appointed to the full-time regular staff of the Employer;
- f) "full-time service" means service for the number of hours per two (2) week period as set out in Article 10;
- g) "lay-off" means termination of employment by reason of shortage of work or funds or the abolition of a position or other material change in the organization;
- h) "overtime" means an authorized period of work calculated to the nearest half hour and performed in excess of seventy four and one half (74.5) hours per two (2) week period.
- i) "part-time employee" means an employee appointed to a position on a "part-time" basis of less than seventy-four and one half (74.5) hours and more than twenty-seven (27) hours over a two (2) week period;

- j) "part-time service" means service for less than seventy-four and one half (74.5) hours over a two (2) week period.
- k) "posting" shall be placing a notice on the corporate intranet;
- l) "President & Chief Executive Officer" means the president & chief executive officer as appointed by the Ontario Teachers' Pension Plan Board or her/his designee;
- m) "release" means termination of employment due to failure to meet the requirements of a position;
- n) "unbroken service" means service which is not interrupted by separation from the Employer;
- o) "Vice-President" or divisional head as appointed by the Ontario Teachers' Pension Plan Board or her/his designee.

## **PART A – WORKING CONDITIONS**

### **ARTICLE 4 – CHECK OFF OF UNION DUES**

- 4.1 There shall be deducted from the regular bi-weekly pay of every employee in the Bargaining Unit a sum in lieu of membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union.
- 4.2 The deductions for all pay periods ending in a month shall be remitted to the Ontario Public Service Employees Union not later than the fifteenth (15<sup>th</sup>) day of the month following, together with a list of all employees from whose wages the deductions have been made.
- 4.3 The Union must advise the Employer in writing of the amount of its regular dues. This amount shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union and received by the Employer at least four (4) weeks in advance of the proposed change.
- 4.4 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.



## **ARTICLE 5 – APPLICATIONS**

- 5.1 The working conditions described in the Agreement apply to all full-time regular employees of the Ontario Teachers' Pension Plan Board in the Bargaining Unit represented by OPSEU.
- 5.2 The Employer and the Union agree that there shall be no discrimination or harassment in the Employer's workplace or the Employer's offsite work locations by either party, or any employee covered by this Agreement, against any person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, sexual orientation, gender identity, gender expression, marital status, family status, disability, same sex partnership status or record of offences.

## **ARTICLE 6 – JOINT CONSULTATION COMMITTEE**

- 6.1 The parties agree to establish a joint consultation committee composed of up to three (3) representatives from the Union and up three (3) representatives of the Employer.
- 6.2 The purpose of the committee is to promote constructive and harmonious relations by providing a forum for consultation on matters of mutual interest not governed by this Agreement.
- 6.3 The committee shall meet once every three (3) months or more frequently subject to agreement of both parties.
- 6.4 While the committee shall consider and attempt to resolve matters of mutual concern, it is understood that the committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.

## **ARTICLE 7 – POSTING AND FILLING OF VACANCIES OR NEW POSITIONS**

- 7.1 When a vacancy occurs in the Bargaining Unit for a full-time position or when a new full-time position is created in the Bargaining Unit, a notice of vacancy shall be posted electronically internally first, for at least five (5) working days prior to the established closing date and an email will be sent to all employees with the associated links. All applications by Bargaining Unit members shall be acknowledged.
- 7.2 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 10 (Hours of Work).

- 7.3 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, length of continuous service shall be a consideration.
- 7.4 When there is a single applicant for a posted vacancy and the applicant is deemed qualified by management to perform the required duties of the posted position then no competition process will be required and the applicant can be appointed to the position, upon notification to the local union president.
- 7.5 When posting vacancies, if more than the posted number of qualified candidates are found within six (6) months of the date of posting, the additional qualified candidates may be appointed to the position, at the Employer's discretion, and re-posting shall not apply.
- 7.6 Competition test scores will be valid for 6 months from the date of competition for the same position.
- 7.7 An applicant who is invited by the Employer to attend an interview shall be granted time off with no loss of pay and with no loss of credits to attend the interview.

## **ARTICLE 8 – PAY ADMINISTRATION**

- 8.1 Except as provided in Articles 8.3, 8.3.1, 8.4.1 or 8.5, an employee shall receive a rate of pay within the salary range for the class of her/his position. The salary range for each Bargaining Unit class is set out in Appendix A, attached.
- 8.2.1 Promotion occurs when the incumbent of a full-time regular position is assigned to another position in a class with a higher maximum salary than the class of her/his former position.
- 8.2.2 An employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to her/his present rate of pay, except that:
- a) where such a change results in an increase of less than three percent (3%), s/he shall receive the next higher salary rate again;
  - 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.

8.2.3 Where an employee:

- a) at a maximum rate of salary range is promoted, a new anniversary date is established based upon the date of the promotion;
- b) at a rate less than the maximum in the salary range is promoted and receives a promotional increase:
  - i) greater than a one-step increase, a new anniversary date based on the date of promotion is established,
  - ii) of one step or less, the existing anniversary date is retained;
- c) is promoted, the employee's pay rate in her/his regular full-time position shall be used as a base salary for the purpose of the new pay rate calculation;
- d) is promoted, to a position in which s/he is currently acting, the acting pay rate shall be protected and becomes her/his new pay rate. Notwithstanding Articles 8.2.2, No additional promotional increase will be added. Notwithstanding Articles 8.2.3 a), b), c), there will be no changes to the employee's anniversary date;

8.3.1 Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is re-classified to a class with a lower maximum salary, or where the position is reassessed and reclassified to a class with a lower maximum salary, an employee who occupies the position when reclassification is made shall be entitled to salary protection such that s/he shall continue to be entitled to be paid at the rate of pay which the employee was receiving on the last day worked prior to the reclassification, including any retroactive salary adjustments with an effective date prior to the re-classification.

8.3.2 Where an employee makes application and is successful in securing a position at a lower salary rate level, salary protection provisions under Article 8 shall not apply.

8.4.1 Where because of abolition of a position due to re-classification, or reorganization, or surplus of employees, an employee is assigned to a position in a class with a lower maximum salary than the maximum salary for the class of the position from which s/he was assigned, s/he shall be entitled to salary protection such that s/he shall continue to be entitled to be paid the rate of pay which s/he was receiving on the last day worked prior to the assignment, including any retroactive salary adjustment with an effective date prior to the assignment.

8.4.2 Article 8.4.1 applies only where there is no position the employee is qualified to be assigned to, and that is:

- a) in the same class as the employee's position prior to its being abolished
  - b) in the class with the maximum salary rate the same as the maximum salary rate of the class that applied to the employee's position prior to the changes specified in Article 8.4.1.
- 8.5 Where for reasons of health, an employee is assigned to a position in a class with a lower maximum salary s/he shall retain her/his rate of pay for a period of six (6) months from the date of re-assignment. If at the end of the period s/he is unable to return to her/his previous regular position, s/he shall be assigned to a position consistent with her/his condition and paid within the range for the class of that position.
- 8.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate s/he was receiving at the time of demotion, effective from the date of her/his demotion.
- 8.7 Where an employee is assigned to a position pursuant to Articles 8.4.1, 8.5, and 8.6 the provision of Article 7 (Posting & Filling of Vacancies or New Positions) shall not apply.
- 8.8 Where a new class or position has been created in the Bargaining Unit or an existing class or position has been revised, the Board will set and implement the salary range for the new or revised class and will notify the Union in writing immediately upon implementation of the said salary range. The Employer shall notify the Union of any revision to a position, whether or not the salary range is affected. If the Union does not accept the salary range so established, it shall notify the Board in writing within thirty (30) days of receipt of the written notification from the Board to the Union. The parties will meet within thirty (30) days of the Union's notification in order to resolve the dispute. Should no agreement be reached between the parties either party may refer the matter to arbitration as prescribed in the grievance procedure, for final determination.

## **ARTICLE 9 – TEMPORARY ASSIGNMENTS**

- 9.1 Where the Employer identifies the need for a temporary assignment, a notification of the initial opportunity will be provided to all employees in the affected department with a request to express interest in the role or subsequent roles within five (5) days. Where the Employer has an immediate need to fill a temporary assignment due to operational requirements, notice will be provided to the Local Union President only.
- 9.1.1 Where an employee is assigned temporarily to perform the duties of a position in a class with a higher salary maximum for a period in excess of five (5) consecutive working days, s/he shall be paid acting pay from the day s/he

commenced performing the duties of the higher class, provided that where such a change results in an increase of less than three percent (3%), s/he shall receive the next higher salary rate again.

- 9.1.2 Notwithstanding Article 9.1.1, an employee who is in a temporary assignment in a Bargaining Unit position shall receive her/his regular increment, and salary adjustments shall take effect on the employee's anniversary date and the next higher rate of the acting position shall apply during that temporary assignment.
- 9.1.3 If an employee assumes more than one acting assignment in a calendar year, s/he shall not be paid less than s/he was earning acting in the same classification level, on a previous assignment, earlier in that calendar year.
- 9.1.4 Notwithstanding Article 9.1.1, acting pay shall not exceed the maximum of the salary range of the higher class except where permitted by salary note.
- 9.2 When an employee is temporarily assigned to the duties and responsibilities of a position in a class with a lower salary maximum where there is no work reasonably available for her/him in the position from which s/he was assigned, after the expiration of ten (10) consecutive working days s/he shall be paid the lower applicable class rate to which s/he was assigned.
- 9.3 Where an employee is temporarily assigned to the duties and responsibilities of a position in a class with a lower maximum salary where there is work reasonably available for her/him in the position from which s/he was assigned s/he shall continue to be paid at the rate s/he was receiving in the position from which s/he was assigned.
- 9.4 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, s/he shall retain her/his rights and obligations under the Collective Agreement.
- 9.5 Provisions of Article 7 (Posting and Filling of Vacancies or New Positions) will not apply except where the term of the temporary assignment is greater than 12 months on each appointment.
- 9.6 Except as provided in Article 9.5, in no case shall any provision of the Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments.

## **ARTICLE 10 – HOURS OF WORK**

- 10.1 The normal hours of work for employees in Bargaining Unit positions shall be seventy-four and one half (74.5) hours for every two (2) week period unless otherwise stated.

- 10.2 It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties with respect to variable work days or variable work weeks.
- 10.3 There shall be two 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 her/his supervisor.

#### **ARTICLE 11 – REST PERIODS**

- 11.1 Rest periods shall be of fifteen minutes duration in each half of a working day.

#### **ARTICLE 12 – OVERTIME, ON CALL AND SHIFT PREMIUM**

- 12.1 Employees who perform authorized work in excess of their regularly scheduled hours shall be paid at the overtime rate. The overtime rate for the purpose of this Article shall be one and one half (1.5) times the employee's basic hourly rate.
- 12.2 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 off.
- 12.3 Overtime shall be paid at the rate it was earned, within two (2) months of the end of the pay period in which the overtime was actually worked unless otherwise agreed.
- 12.4 If an employee works overtime, where mutually agreed with his/her supervisor, the employee may receive equivalent "time off" at one and one half (1.5) times of the actual overtime performed in lieu of overtime pay.
- 12.5 Employees are not able to accumulate their "time off" except under exceptional situations approved in advance by the supervisor.
- 12.6 An employee who is required to work more than two (2) hours immediately following her/his scheduled hours of work, shall be reimbursed for the cost of one (1) meal up to ten dollars (\$10.00) except where free meals are provided or where the employee is being compensated for meals on some other basis. A reasonable time with pay will be allowed to employees for the meal break either at or adjacent to her/his place of work.
- 12.7 An employee who occupies a designated position, as determined by the Board, and who is scheduled to be on call, shall be paid as follows: \$24/day Monday to Thursday, \$48/day on Friday, and \$100/day on Saturday and Sunday.

- 12.8 An employee who occupies a designated position, as determined by the Board, which requires that the majority of hours worked be outside the core hours shall be paid a night shift premium. The night shift premium shall be one dollar (\$1.00) per hour for each hour worked outside the core hours. Such premium will be applied to the compensation rates shown above.

### **ARTICLE 13 – HEALTH AND SAFETY**

- 13.1 A Health and Safety Committee pursuant to the Occupational Health and Safety Act shall be formed to address the issues mandated by the Act.
- 13.2 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 the health and safety of all employees in compliance with the Occupational Health and Safety Act.
- 13.3 The Employer shall provide safety footwear where it requires that such shall be worn by its employees. The current practice relating to the provision of such footwear shall continue during the term of this Agreement, subject to any changes which may be entered into between the parties.

### **ARTICLE 14 – HOLIDAY PAYMENT**

- 14.1 An employee shall be entitled to the following holidays each year with no reduction in pay:

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

and any additional public holidays as defined in the Employment Standards Act.

- 14.2.1 In addition to Article 14.1 two (2) "floater" days off will be granted to each full time regular employee during each full calendar year of service. These are to be taken at any time during a given calendar year subject to operational requirements and seniority.
- 14.2.2 When a holiday specified in Article 14.1 falls on a Saturday and/or Sunday, the regular working day or days following such a Saturday and/or Sunday is/are holiday(s) in lieu thereof, unless other arrangements are negotiated by Management and the Union.

- 14.2.3 If a holiday falls on a scheduled day off the employee is entitled to the next business day off or by mutual agreement of the employee and supervisor a day off at a later date.
- 14.3 Employees who work on a holiday included in Article 14.1 shall be paid at the rate of two and one half (2-1/2) times the basic hourly rate for all hours worked or where mutually agreed, may receive compensatory day(s) off for hours worked in lieu of pay. Such time off may be taken in conjunction with the employee's vacation leave or regular days off if requested two (2) calendar weeks in advance.
- 14.4 An employee shall not be entitled to a holiday pay if, s/he is absent from work on either her/ his scheduled work day immediately preceding or immediately following the paid holiday, unless such absence is with the consent of the Board, due to sickness, pre-approved leave of absence or circumstances beyond the employee's control.

#### **ARTICLE 15– NON PYRAMIDING OF PREMIUM PAYMENTS**

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

#### **ARTICLE 16 – REIMBURSEMENT RATE FOR USE OF AUTOMOBILE**

- 16.1 An employee authorized to use her/his own automobile on Board's business shall be paid for the kilometres driven at the corporate mileage rate in effect at the time of travel. Claims must be submitted within sixty (60) days of the day of travel for which credit is being claimed; a claim submitted past this deadline may be disallowed.
- 16.2 The use of privately owned automobiles in the Employer's business is not a condition of employment.

#### **ARTICLE 17 – TRAVEL FOR SPEAKING ENGAGEMENTS**

- 17.1 The provisions of Article 17 apply to employees attending the Board's workshops and speaking engagements.
- 17.2 For travel that is authorized by the employer, an employee shall be compensated as follows;
- For a distance travelled of:
- 50 km – 150 km from the employer's workplace, the sum of (fifty) \$50 dollars shall be paid.



- 151 km – 300 km from the employer’s workplace, the sum of (two hundred) \$200 dollars shall be paid.
  - greater than 300 km from the employer’s workplace, the sum of (three hundred) \$300 dollars shall be paid.
  - travel during normal business hours will be paid at the employee’s regular, hourly rate.
- 17.3 When an employee is required to travel on a Saturday, Sunday or a holiday listed in Article 14 (Holiday Payment), s/he shall be credited with a minimum of three (3) hours.
- 17.4 On travel days of workshops, when departure is prior to nine (9) a.m. a traveling employee’s regular starting time may be adjusted so that those employees who are traveling will have a common starting time.
- 17.5 All expenses or credits under this Article must be claimed no later than six (6) months from the date of their occurrence; claims submitted past this deadline may be disallowed.

#### **ARTICLE 18 – REIMBURSEMENT FOR MEAL COSTS**

- 18.1 Cost of meals may be allowed only if:
- a) during a normal meal period the employee is traveling on the Employer’s business outside the metropolitan area in which s/he is normally working;
  - b) in an unusual non-recurring situation, the department manager authorizes such payment; or
  - c) in any recurring situation, the Employer has authorized such payments because of the special nature of the assignments.
- 18.2 An employee who is covered by Article 18.1 shall be entitled to a per diem meal allowance in the amount of fifty-nine dollars (\$59.00) unless otherwise specified by her/his manager, or Article 18.5.
- 18.3 Each employee will submit their own claim for meal allowance unless other arrangements are pre-approved by management. All claims must be submitted within sixty (60) days of the date on which they were incurred; claims submitted past this deadline may be disallowed.
- 18.4 Meal allowance will not apply in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically

prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

18.5 If travel does not extend over a full day, the following meal allowance would apply to the travel portion of the day:

- \$12.00 - Breakfast
- \$19.00 - Lunch
- \$28.00 - Dinner

## **ARTICLE 19 – TERMINATION OF EMPLOYMENT**

19.1 Any employee who is absent from duty without official leave for a period of three (3) consecutive working days may be declared in writing by the Employer to have abandoned her/his position, and thereupon the person's employment with the Employer is terminated and s/he ceases to be an employee.

19.2 The Employer may release from employment an employee at any time during the first nine (9) months of employment as a full-time regular employee for failure to meet the requirements of her/his position.

## **ARTICLE 20 – JOB SECURITY**

20.1 The Employer may lay-off any employee by reason of shortage of work or funds or the abolition of a position or other material change in the organization.

20.2.1 Where a lay-off occurs by reason of shortage of work or funds, abolition of a position, reorganization, restructuring, downsizing or technological change, the identification of a surplus employee and the subsequent assignment or lay-off shall be in accordance with seniority, subject to the conditions set out in this Article.

20.2.2 The notice period will begin when the employee receives official written notice. Copies of all such notices shall be provided to the Union.

20.3 The Employer will identify the least senior employee within the affected position as surplus, based on seniority in effect as of that date.

20.4 When an employee is identified as surplus, the Employer will reassign the employee on the basis of her/his seniority to a vacancy within the Bargaining Unit provided that the surplus employee is qualified for and capable of performing the duties of the vacant position and the maximum salary of the vacancy is not greater than three percent (3%) above nor twenty percent (20%) below the maximum salary of the surplus employee's position.

Such assignment to be made as follows:

- a) a vacancy which is in the same class or position as the employee's class or position;
- b) a vacancy in a class or position previously held by the employee during her/his current term of continuous service; or
- c) another vacancy.

20.5 Where an employee is assigned to a vacancy in accordance with Article 20.4, Article 8.4.1 of Article 8 (Pay Administration) shall apply.

20.6 An employee who does not attend a placement interview when requested by the Employer or who does not accept an assignment in accordance with Article 20.4, shall be laid off and the provisions of Articles 20.7.1 and 20.7.2 shall not apply.

20.7.1 An employee who has completed her/his probationary period who has not been assigned to a vacancy in accordance with Article 20.4 and who is subject to lay-off as a surplus employee shall have the right to displace an employee who shall be identified by the Employer in the following manner and sequence:

- a) the Employer will identify the employee with the least seniority in the same position in which the surplus employee is presently working and, provided the surplus employee is qualified to perform the work of such employee, the surplus employee shall displace that employee.
- b) if no employee in the same position has less seniority than the surplus employee, the Employer will review the positions below the class of the surplus employee, in the same class series in descending order until a position is found in which an employee with the least seniority in the position has less seniority than the surplus employee. In that event such employee will be displaced by the surplus employee provided that the surplus employee is qualified to perform the work of such employee.
- c) failing displacement under a) or b) the Employer will identify positions in other class series in the Bargaining Unit, in descending order until a position is found in which an employee with the least seniority in the position, has less seniority than the surplus employee, and provided that the surplus employee is qualified to perform the work of such employee, the surplus employee shall displace that employee.
- d) if the surplus employee is not qualified to perform the work of the least senior employee in the Bargaining Unit, the Employer will proceed through the seniority list from the employee with the least seniority until

an employee is identified whose work the surplus employee is qualified to perform, and who has less seniority than the surplus employee, and that employee shall be displaced by the surplus employee.

- 20.7.2 Any displacement shall be limited to a class which has a salary maximum no greater than the maximum of surplus employee's current class and Article 8.4.1 of Article 8 (Pay Administration) shall not apply.
- 20.7.3 Notwithstanding the provisions of Article 20, alternative arrangements concerning job security which may include re-training may be negotiated between the Employer and the Union and implemented by mutual consent.
- 20.8 The employee must indicate in writing to the Employer her/his intention to displace another employee as far in advance as possible but not later than two (2) weeks following the date notification of lay-off. If s/he does not indicate her/his intent to displace another employee within this period, s/he shall be deemed to have opted to be laid off.
- 20.9 Where the employee chooses not to exercise her/his rights under Article 20.8, s/he shall be laid off.
- 20.10 An employee who is displaced by an employee exercising her/his right under Article 20.8 shall be declared surplus and the provisions of Article 20 shall apply.
- 20.11 An employee who is laid off and who has been employee for three (3) months or more shall receive notice in writing or pay in lieu of notice as follows:
- a) 2 weeks' notice – where employment is less than three (3) years;
  - b) 3 weeks' notice – where employment is more than three (3) years but less than four (4) years;
  - c) 4 weeks' notice – where employment is four (4) years or more but less than five (5) years;
  - d) 5 weeks' notice – where employment is five (5) years or more but less than six (6) years;
  - e) 6 weeks' notice – where employment is six (6) years or more but less than seven (7) years;
  - f) 7 weeks' notice – where employment is seven (7) years or more but less than eight (8) years;
  - g) 8 weeks' notice – where employment is eight (8) years or more but less than ten (10) years;

- h) 12 weeks' notice – where employment is ten (10) years or more, with a copy of the notice to the Union.
- 20.12 An assignment under this Article shall not be considered a promotion or a demotion.
- 20.13 Where it is necessary to assign a surplus employee in accordance with this Article, the provisions of Article 7 (Posting and Filling of Vacancies) shall not apply.
- 20.14 Where an employee has been identified as surplus reasonable time off with no loss of pay and with no loss of credits shall be granted to attend scheduled interviews, provided that the time off does not unduly interfere with operating requirements.
- 20.15.1
  - a) Where it is necessary to release an employee who has completed her/his probationary period because of the introduction of a 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.
  - b) Where employment is ten (10) years, or more, and where it is necessary to release an employee because of the introduction of technological change, at least six (6) months' notice, or pay in lieu of notice, shall be given to the employee.
- 20.15.2 The matter will then be referred to the Joint Consultation Committee of the parties 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's action required to be taken.
- 20.16 In the event of lay off for a given position, contract employees holding that position shall be terminated first, then part-time regular employees and full-time regular employees last.

## **ARTICLE 21 – SENIORITY (LENGTH OF CONTINUOUS SERVICE)**

- 21.1.1 Seniority as referred to in this Agreement shall mean length of continuous service with the Employer and will accumulate upon the completion of a probationary period of nine (9) months and shall commence from the date of appointment to the full-time regular staff, or from the date on which an employee commences a period of unbroken, full-time service as a contract employee immediately prior to appointment to the full-time regular staff.
- 21.1.2 The Employer shall maintain a full-time seniority list showing the date upon which each employee's service commenced, plus accrued seniority. An up-to-date seniority list, as of June 30<sup>th</sup> and December 31<sup>st</sup>, will be provided to the

Union within 45 days of each date. In addition, an up-to-date seniority list will be provided to the Union within forty-five (45) days of a request, not to exceed two requests per year.

21.2 Where an employee has been laid off in accordance with Article 20 (Job Security) 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.

21.3 An employee's continuous service shall not include any period:

- a) when s/he is on leave of absence without pay for greater than thirty (30) days; or
- b) when s/he is receiving benefits under the Long Term Income Protection plan (Article 40); or
- c) after the first six (6) months that s/he is receiving benefits pursuant to an award under the Workplace Safety & Insurance Act, except during a period when the accumulated credits of the employee are being converted and paid to the employee at a rate equal to the difference between the regular salary of the employee and the compensation awarded.

21.4 Continuous service shall be deemed to have terminated if:

- a) an employee resigns or retires;
- b) an employee is dismissed, unless such dismissal is reversed through the grievance procedure;
- c) an employee is absent without leave in excess of three (3) consecutive working days; or
- d) an employee is released in accordance with Article 20 (Job Security) and is not rehired before the end of two (2) years.

## **ARTICLE 22 – GRIEVANCE PROCEDURE**

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.

## **STAGE ONE**

- 22.2.1 An employee who believes s/he has a complaint or a difference shall first discuss the complaint or difference with her/his supervisor within twenty (20) days of the occurrence or origination of the circumstances giving rise to the complaint or difference.
- 22.2.2 If any complaint or difference is not satisfactorily settled by the supervisor within seven (7) days of the discussion, the employee may file a grievance in writing within an additional ten (10) days with his/her supervisor, specifying the nature of the grievance. The supervisor shall give his/her decision in writing, within seven (7) days of the submission of the grievance.

## **STAGE TWO**

- 22.3.1 If the grievance is not resolved under Stage One, the employee may submit the grievance to her/his Vice President within seven (7) days of the date that s/he received the decision under Stage One. In the event that no decision in writing is received in accordance with the specified time limits in Stage One, the grievor may submit the grievance to her/his Vice President within seven (7) days of the date that the supervisor was required to give her/his decision in writing in accordance to Stage One.
- 22.3.2 The Vice President shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor her/his decision in writing within seven (7) days of the meeting.
- 22.4.1 The employee, at her/his option, may be accompanied by up to two union stewards at each stage of the grievance procedure, including pre-hearing, mediation and post-hearing meetings. Where the employee is represented by a Union Steward, the Union Steward shall be given time off with pay and without loss of credits to attend such hearings and/or meetings.
- 22.4.2 An employee who has a grievance and is required to attend meetings at Stage One and Two of the Grievance Procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.
- 22.4.3 A Union Steward who receives authorization to represent the grievor at meetings at all stages of the Grievance Procedure shall be given time off with no loss of pay and with no loss of credits to attend such meetings.
- 22.4.4 The Union shall notify the Employer in writing the names of Union Stewards, and shall promptly notify the Employer in writing of any changes in these names.

## **ARBITRATION**

- 22.5.1 Any difference between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement that has not been resolved during the Grievance Procedure may be referred to an Arbitration Board, provided such referral is made in writing within fifteen (15) days of the date of receipt of the decision of the Vice President or within fifteen (15) days of the specified time limit for receiving the decision.
- 22.5.2 The written referral to an Arbitration Board shall specify the nominee of the party making the referral. The other party shall, within ten (10) days notify the referring party of its nominee. The two (2) nominees shall, within ten (10) days, agree on a Chair of the Board. In default of such agreement, the Minister of Labour may make the appointment. The Minister may also appoint the nominee of any party who fails to make an appointment as required.
- 22.5.3 The Arbitration Board shall hear and determine the matter raised in the grievance. The Arbitration Board shall determine any question as to whether a matter is arbitrable. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chair governs.
- 22.5.4 Each party shall pay the fees and expenses of its nominee, and the parties shall share equally the fees and expenses of the Chair.
- 22.5.5 Where the parties mutually agree in writing, a sole Arbitrator may be substituted for an Arbitration Board. A sole Arbitrator shall have all the power of an Arbitration Board, and the fees and expenses of the Arbitrator shall be shared equally by the parties. Any reference to an Arbitration Board shall include a sole Arbitrator where the context requires.
- 22.6 An employee who is a grievor shall be allowed leave of absence with no loss of pay and with no loss of credits for each day of attendance before an Arbitration Board who hears and determines the employee's grievance, if required to be in attendance by the Board or Tribunal.

## **LAYOFF**

- 22.7 Where an employee files a grievance claiming improper lay-off and the grievance is referred to an Arbitration Board in accordance with Article 22.5.1, 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.



## **RELEASE DURING PROBATION**

- 22.8 Any probationary employee who is released shall not be entitled to file a grievance.

## **DISMISSAL**

- 22.9 Any employee who is dismissed shall be entitled to file a grievance at the second stage of the grievance procedure provided s/he does so within twenty (20) days of the date of the dismissal.

## **CLASSIFICATION**

- 22.10.1 An employee who alleges that her/his position is improperly classified may discuss her/his claim with her/his immediate supervisor at any time, provided that such discussion shall not be taken into account in the application of the time limits set out in this Article. An employee, however, shall have the right to file a grievance in accordance with the grievance procedure, specifying in her/his grievance the class claimed.
- 22.10.2 In the case of any grievance filed under Article 22.10.1, the authority of the Arbitration Board shall be limited to:
- a) confirming that the grievor is properly classified in an existing class, or
  - b) finding that the grievor would be properly classified in the class claimed in her/his grievance
- 22.10.3 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 or may be used by the Employer in the presentation of the case before the Arbitration Board. The Union shall provide to the Employer, five (5) days before the first scheduled hearing date, copies of any relevant documents on which it intends to rely in presentation of its case before an Arbitration Board.

## **UNION/EMPLOYER GRIEVANCE**

- 22.11.1 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 second 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. Union grievances shall be signed by the President or Vice-President.
- 22.11.2 The Employer shall be entitled to file a grievance arising from the interpretation, administration or alleged contravention of the Agreement,

provided it does so within thirty (30) days following the occurrence of origination of the circumstances giving rise to the grievance. Such a grievance shall be signed by the Chief Executive Officer or her/his designee and shall be lodged with the President of OPSEU, Local 598, who shall respond in writing within fifteen (15) days of receipt of the grievance. The Employer may refer the grievance to an Arbitration Board as prescribed by Article 22.5.1, provided such referral is made in writing within fifteen (15) days of receipt of the response of the President of OSPEU, Local 598, or within fifteen (15) days of the specified time limit for receiving the response.

## **GENERAL**

- 22.12 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.
- 22.13 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.
- 22.14 The time limits contained in this Article may be extended by agreement of the parties in writing.
- 22.15 An Arbitration Board shall have no jurisdiction to alter, change, amend or enlarge any provisions of the Collective Agreement.

## **SEXUAL HARASSMENT**

- 22.16.1 All employees covered by this Agreement have a right to freedom from sexual harassment in the workplace because of sex by, the Employer or agent of the Employer, or by another employee. Harassment means engaging in a course of vexatious comments or conduct that is known or ought reasonably to be known to be unwelcome.
- 22.16.2 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.

- 22.16.3 The time limits set out in Article 22.2.1 do not apply to complaints under this Article, provided that the complaint is made within a reasonable time of the conduct complained of, having regard to all the circumstances.
- 22.16.4 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 procedures 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.
- 22.16.5 Where a complaint under this Article is made against an employee's supervisor, or any person with supervisory responsibilities at a higher level over the employee, any oral complaint or written grievance which is expressed in Article 22 to be presented to the supervisor may be presented directly to the Chief Executive Officer, or the Chief Executive Officer's designee, or any person appointed by the Chief Executive Officer specifically to deal with complaints, or grievances under this provision. Where it appears to an Arbitration Board that an employee who is a grievor under this Article has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, an Arbitration Board may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.
- 22.16.6 An employee who makes a complaint under this Article may be accompanied and represented by an employee representative at the time of the discussion of the complaint, at each stage of the Grievance Procedure, and in the course of any investigation established by the Employer under any staff relations policy.

## **ARTICLE 23 – NO STRIKES OR LOCKOUTS**

- 23.1 There shall be no strikes or lockouts so long as this Agreement continues to operate.

## **ARTICLE 24 – LEAVE – UNION ACTIVITIES**

- 24.1 Upon at least fourteen (14) days prior 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.
- 24.2.1 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, mediation and arbitration, provided that no more than three (3) employees at any one time shall be permitted such leave for any one set of negotiations.

- 24.2.2 Members of the Union granted leaves of absence under Article 24.2.1 shall also be granted reasonable time off with pay and with no loss of credits to attend Union bargaining team caucus sessions held immediately prior to and following such negotiations, mediation or arbitration. Leaves of absence granted under this Article shall include reasonable travel time.
- 24.3.1 Upon at least fourteen (14) days prior written notice by OPSEU, leave of absence with pay and with no loss of credits shall be granted to an employee elected as Executive Board member or Executive Officer of OPSEU, for the purpose of conducting the internal business affairs of OPSEU.
- 24.3.2 The Union will notify the Employer in writing of the name and location of such employees, immediately following their election.
- 24.3.3 OPSEU shall reimburse the Employer for such leave in the manner set out in Article 24.4.2.
- 24.4.1 When an employee is elected as OPSEU's President or First Vice-President, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave of absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.
- 24.4.2 OPSEU will reimburse the Ontario Teachers' Pension Plan Board for the salary paid to the employee on such leave of absence and contribute the Employer's share of contributions to the employee's pension plan and the Canada Pension Plan. OPSEU 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. OPSEU will make the Employer's contribution for Unemployment Insurance.
- 24.4.3 On completion of the employee's term of office, the President or First Vice-President may return to her/his 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.
- 24.5 An employee shall discuss any leaves requested under this Article with her/his supervisor at the earliest opportunity.
- 24.6 All written requests for leave of absence under Article 24 shall quote the section under which leave is sought, shall be signed by a duly recognized Officer of the Union, and shall be sent to the Employer. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.

- 24.7 Either the President of Local 598 or their designee shall be granted leave of absence with pay and no loss of credits to conduct the internal affairs of the Local on the following basis:
- (a) maximum one (1) day per month;
  - (b) shall be in addition to other time off with pay provisions provided in Article 24;
  - (c) workloads shall be accommodated;
  - (d) designee to be restricted to a member of the LEC (Local Executive Committee).
- 24.8 Where an employee who is a union steward is called upon to represent another Bargaining Unit employee in a labour relations matter, s/he shall inform her/his manager with as much notice as possible, prior to leaving her/his duties.

#### **ARTICLE 25 – LEAVE WITHOUT PAY**

- 25.1 Leave of absence without pay and without the accumulation of credits may be granted to an employee by the Employer.
- 25.2 Employees who are granted such a leave to provide care or support to an immediate family member with a serious medical condition shall be given the option of taking the unpaid leave or using vacation credits.
- 25.3 Employees who are granted such a leave to attend examinations related to professional development shall be given the option of taking either unpaid leave or using vacation credits. Unpaid leave for this purpose is not to exceed one (1) day per calendar year. The employee may be required to provide proof of the exam attendance.

#### **ARTICLE 26 – LEAVE/COURT PROCEEDINGS**

- 26.1 Where an employee is absent by reason of a summons to serve as a juror or as a witness in a Court proceeding, the employer will treat the absence as a leave with pay, for the period outlined on the summons. Any fee received by the employee as a juror or as a witness will be retained by the employee.

#### **ARTICLE 27 – LEAVE/MILITARY SERVICE**

- 27.1 A leave of absence may be granted 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 for the purpose of Canadian Forces Reserve training.

## **ARTICLE 28 – SPECIAL & COMPASSIONATE LEAVE**

- 28.1 A leave of absence with pay shall be granted for not more than four (4) days in a year upon:
- a) family crisis situation, where family consists of spouse, common-law spouse, same-sex partner, child, parent, parent-in-law or other members of the employee's immediate household or immediate family;
  - b) family days which shall include caring for a sick child or family member;
  - c) a natural or accidental disaster.
- 28.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

## **ARTICLE 29 – EMERGENCY LEAVE**

- 29.1 An employee is entitled to a leave of absence without pay, because of any of the following:
- a) A personal illness, injury or medical emergency.
  - b) The death, illness, injury, medical emergency or urgent matter that concerns:
    - i. The employee's spouse.
    - ii. A parent, step-parent or foster parent of the employee or the employee's spouse.
    - iii. A child, step-child or foster child of the employee or the employee's spouse.
    - iv. A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
    - v. The spouse of a child of the employee.
    - vi. The employee's brother or sister.
    - vii. A relative of the employee who is dependent on the employee for care or assistance.
- 29.2 An employee who wishes to take leave under this Article shall advise his or her employer that he or she will be doing so.
- 29.3 If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave as soon as possible after beginning it.

