

Collective Agreement

between

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

and

Ontario Teachers' Pension Plan Board

DURATION: January 1, 2010 – December 31, 2013



TEACHERS'
PENSION PLAN • RÉGIME DE RETRAITE
DES ENSEIGNANTES ET DES ENSEIGNANTS

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THIS AGREEMENT MADE ON THE 28TH DAY OF JANUARY, 2010

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) "Employer" or "Board" means the Ontario Teachers' Pension Plan Board or its duly appointed officials;
- b) "contract employee" means a "Bargaining Unit employee" appointed to a contract position with the Board and subject to Part C;
- c) "day" means calendar day, unless otherwise specified;
- d) "Chief Executive Officer" means the chief executive officer as appointed by the Ontario Teachers' Pension Plan Board or her/his designee;
- e) "Vice-President" or divisional head as appointed by the Ontario Teachers' Pension Plan Board or her/his designee;
- f) "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;
- g) "full-time regular employee" means an "employee" appointed to the full-time regular staff of the Employer;
- h) "full-time service" means service for the number of hours per two (2) week period as set out in Article 10;
- i) "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;
- j) "release" means termination of employment due to failure to meet the requirements of a position;
- k) "unbroken service" means service which is not interrupted by separation from the Employer;

- l) “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;
- m) “part-time service” means service for less than seventy-four and one half (74.5) hours over a two (2) week period.

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 (15th) 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 against any person because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, sexual orientation, 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 to 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 internally first, for at least five (5) working days prior to the established closing date. All applications by bargaining unit members shall be acknowledged. “Posting” shall be placing a notice on the corporate intranet and an email will be sent to all employees with the associated links.
- 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 six (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 Sections 8.3, 8.4, 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 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.
- 8.3.1 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, 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

- 9.1.1 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

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

ARTICLE 12 – OVERTIME

- 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 ½) 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.
- 12.4 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.

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
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Victoria Day	Boxing Day
Canada Day	
Civic Holiday	

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

- 14.2 In addition to Article 14.1 two (2) "floater" days will be granted to each full time regular employee during each full calendar year of service. These are to be taken at anytime during a given calendar year subject to operational requirements and seniority.

- 14.2.1 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.
- 14.2.2 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 Section 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 six (6) months 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 six (6) months 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 Section 20.4, Section 8.4 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 Section 20.4, shall be laid off and the provisions of Section 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 Section 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 Section 8.4.1 of Article 8. (Pay Administration) shall not apply.

20.7.3 Notwithstanding the provisions of Article 21 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 Section 21.8, s/he shall be laid off.

20.10 An employee who is displaced by an employee exercising her/his right under Section 21.8 shall be declared surplus and the provisions of Article 21 shall apply.

20.11 An employee who is laid off and who has been employed 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 give 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 give 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 shall be sent to the Union on June 30 and December 31 of each 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 Section 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 supervisory 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 sub-section 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 sub-section 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).

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.

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 employee may, at her/his option:

- a) treat the absence as leave without pay and retain any fee received as a juror or as a witness;
- b) deduct the period of absence from vacation leave of absence credits and retain any fee received as a juror or as a witness; or
- c) treat the absence as leave with pay and pay to the Employer any fee received as a juror or as a witness.

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 or medical emergency of an individual described in (Article 29.2).
 - c) An urgent matter that concerns an individual described in subsection (Article 29.2).
- 29.2 Paragraph 2. and 3. of Article 29.1 apply with respect to the following individuals:
- a) The employee's spouse.
 - b) A parent, step-parent or foster parent of the employee or the employee's spouse.
 - c) A child, step-child or foster child of the employee or the employee's spouse.
 - d) A grandparent, step-grandparent, grandchild or step-grandchild of the employee or of the employee's spouse.
 - e) The spouse of a child of the employee.
 - f) The employee's brother or sister.
 - g) A relative of the employee who is dependent on the employee for care or assistance.

- 29.3 An employee who wishes to take leave under this Article shall advise his or her employer that he or she will be doing so.
- 29.4 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
- 29.5 An employee is entitled to take a total of 10 days' leave under this Article in each calendar year.
- 29.6 If an employee takes any part of a day as leave under this section, the employer may deem the employee to have taken one day's leave on that day for the purposes of subsection (Article 29.5).
- 29.7 The Board may require an employee who takes leave under this Article to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

ARTICLE 30 – FAMILY MEDICAL LEAVE

30.1 In this Article,

“qualified health practitioner” means a person who is qualified to practice medicine under the laws of the jurisdiction in which care or treatment is provided to the individual described in Article 30.3 or, in the prescribed circumstances, a member of a prescribed class of health practitioners;

“week” means a period of seven consecutive days beginning on Sunday and ending on Saturday.

30.2 An employee is entitled to a leave of absence without pay of up to eight weeks to provide care or support to an individual described in (Article 30.3) if a qualified health practitioner issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks or such shorter period as may be prescribed.

30.3 Article 30.2 applies in respect of the following individuals:

- a) The employee's spouse.
- b) A parent, step-parent or foster parent of the employee.
- c) A child, step-child or foster child of the employee or the employee's spouse.
- d) Any individual prescribed as a family member for the purpose of this section.

- 30.4 The employee may begin a leave under this Article no earlier than the first day of the week in which the period referred to in Article 30.2 begins.
- 30.5 The employee may not remain on a leave under this Article after the earlier of the following dates:
- a) The last day of the week in which the individual described in subsection (3) dies.
 - b) The last day of the week in which the period referred to in subsection (2) ends.
- 30.6 If two or more employees take leaves under this section in respect of a particular individual, the total of the leaves taken by all the employees shall not exceed eight weeks during the period referred to in Article 30.2 that applies to the first certificate issued for the purpose of this section
- 30.7 An employee may take a leave under this Article only in periods of entire weeks.
- 30.8 An employee who wishes to take leave under this Article shall advise the employer in writing that he or she will be doing so.
- 30.9 If the employee must begin the leave before advising the employer, the employee shall advise the employer of the leave in writing as soon as possible after beginning it.
- 30.10 If requested by the employer, the employee shall provide the employer with a copy of the certificate referred to in Article 30.2 as soon as possible.
- 30.11 If an employee takes a leave under this section and the individual referred to in Article 30.3 does not die within the period referred to in Article 30.2, the employee may, in accordance with this Article, take another leave and, for that purpose, the reference in Article 30.6 to the “first certificate” shall be deemed to be a reference to the first certificate issued after the end of that period.
- 30.12 An employee’s entitlement to leave under this section is in addition to any entitlement to leave under Article 29.

ARTICLE 31 – INFORMATION TO EMPLOYEES

- 31.1 A newly hired employee shall be informed in writing if, her/his position is within the bargaining unit, of 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 Subsection 24.3.2 of Article 24.

- 31.2 The Employer shall make sufficient copies of the Collective Agreement available to ensure that all employees have access to it.
- 31.3 As soon as practicable following the end of each quarter, each employee shall be notified of the number of vacation and attendance credits to which s/he is entitled.
- 31.4 Upon serving reasonable notice to the Employer, employees shall have access to their personal files and a copy of any documents shall be given to the employee. Requests will be accommodated within two (2) working days.

ARTICLE 32 – CHANGE OF ADDRESS

- 32.1 In the event of a change in home address or telephone number, it shall be the responsibility of the employee to notify the Employer in writing of such change. Failure to comply with this provision will save the Employer harmless with respect to any notification directed to the employee's last known address or telephone number.

PART B – EMPLOYEE BENEFITS

ARTICLE 33 – APPLICATION OF PART B, EMPLOYEE BENEFITS

- 33.1 The benefits described in Articles 34 to 46 apply to all full-time regular employees of the Ontario Teachers' Pension Plan Board in the bargaining unit represented by the Ontario Public Service Employees Union.

ARTICLE 34 – INSURED BENEFITS PLANS/GENERAL

COMMENCEMENT OF COVERAGE

- 34.1 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 of continuous service.

COVERAGE DURING LEAVE OF ABSENCE WITHOUT PAY

- 34.2 During leave of absence without pay, employees may continue participating in a 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.

DAYS OF GRACE

- 34.3 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.
- 34.4 Where an employee has a complaint that s/he has been denied benefits pursuant to the insured benefit plans specified in Articles 35, 36, 37, 38 and 40 s/he shall discuss the complaint with the benefits administrator of the Employer within twenty (20) days of first becoming aware of the complaint.
- 34.5 If the complaint is not satisfactorily resolved within seven (7) days of the discussion with the benefits administrator it may be referred to an Arbitration Tribunal within an additional fifteen (15) days.
- 34.6 It is understood that any claim and/or remedies shall be subject to the terms of the master insurance policies of the insurance carriers in effect at the time of the incident giving rise to the claim. The master policy numbers are as follows:

Basic Life – Manulife GL & GH 15900

Supplementary & Dependent Life – Manulife GL 15901
Supplementary Health & Hospital – Manulife GL & GH 15900
Dental – Great West Life Assurance 42155 GDC
LTIP – Manulife GH 15902

ARTICLE 35 – BASIC LIFE INSURANCE

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

35.2 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:

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

35.3 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).

- 35.4 Basic life insurance will terminate at the end of the month in which an employee ceases to be a full time regular employee unless coverage is extended under the total disability provision. Employees who receive a monthly benefit from the Public Service Pension Plan 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 36 – SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

- 36.1 (a) 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.
- (b) The employee's Supplementary Life Insurance provides:
- i) 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.
 - ii) 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 sub-section 35.2(c) of Article 35 (Basic Life Insurance).
- 36.2 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 her/his option, may maintain the insurance coverage at the former higher level.

- 36.3 Supplementary Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a full-time regular employee or, if the employee continues to be employed after age 65, on the first day of October following the employee's 65th birthday, except where coverage is provided under total disability, as described in 36.1(b) (i) above.
- 36.4 (a) Employees, at their option, may purchase life insurance for dependents in the amount of one thousand dollars (\$1,000) on the employee's spouse and/or five hundred (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.
- (b) Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a full time regular employee or, if the employee continues to be employed after age 65, the first day of October following the employee's 65th birthday, or the date a dependent ceases to be an eligible dependent.
- (c) 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.
- (d) Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age in full-time attendance at an educational institution or on vacation therefrom and children 21 years of age and over, mentally or physically infirm and who are dependent.
- 36.5 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:
- (a) appointment as a full-time regular employee;
- (b) marriage; or
- (c) 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 37 – SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

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

37.2.1 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.

37.2.2 Not later than August 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 drug card program shall include the following elements:

- 1) Employees who have not already done so 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.

37.2.3 Effective July 1, 2006, the services and supplies set out in the liberalization list, dated May 1, 2003 shall be incorporated into the supplementary health and hospital plan. The list may be found in Appendix F.

37.2.4 Effective July 1, 2006, the supplementary health and hospital plan will be amended to include expanded coverage for diabetic pumps and supplies as follows:

- 1) Purchase of insulin jet infusion pumps to a maximum of two thousand dollars (\$2,000) every five years per person.
- 2) Purchase of insulin jet injectors to a lifetime maximum of one thousand dollars (\$1,000).
- 3) Purchase and/or repair of one blood glucose monitoring machine for consecutive four (4)-year period to a maximum of four hundred dollars (\$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).

37.2.5 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 Article 37.3.(a) to 37.3.(n).

- 37.3
- (a) Charges for accommodation, for employees 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;
 - (b) charges made by a licensed hospital for out-patient treatment not paid for under a provincial plan;
 - (c) 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 her/his dependants, provided such registered nursing service is approved by a licensed physician or surgeon as being necessary to the employee's health care;
 - (d) Effective June 1, 2002, charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, and masseur (if licensed and practicing within the scope of their license), to a maximum of twenty-five dollars (\$25) for each visit to an annual maximum of one thousand and two hundred dollars (\$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).
 - (e) Effective June 1, 2002, 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).

- (f) 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.
- (g) 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);
- (h) ambulance services to and from a local hospital qualified to provide treatment, excluding benefits allowed under a provincial hospital plan;
- (i) oxygen and its administration;
- (j) blood transfusions outside hospital;
- (k) 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;
- (l) hearing aids and eyeglasses, if required, as a result of accidental injury;
- (m) Effective June 1, 2002, charges for services of physicians, surgeons and specialists legally licensed to practice medicine which, when provided within Canada but outside the Province of Ontario, exceed the O.H.I.P. fee schedule, the allowance under this benefit being up to one hundred percent (100%) of the O.M.A. fee schedule when added to government payments under the O.H.I.P. fee schedule;
- (n) charges for surgery by a podiatrist, performed in a podiatrist's office, to a maximum of one hundred dollars (\$100);

- (o) 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 Plan.
- 37.3.1 Effective June 1, 2002, the Employer agrees to pay eighty percent (80%) of the monthly premium for vision care and sixty percent (60%) of the monthly premium 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 the purchase of hearing aids (maximum twelve hundred dollars (\$1200.00) per person every four years) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.
- 37.3.2 Effective July 1, 2006, 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.
- Effective June 1, 2010, the cost of the eye examination, not to exceed fifty dollars (\$50.00) for such examinations, shall be borne by the employer.
- 37.3.3 Effective June 1, 2010, the vision care maximum is increased to three hundred and fifty dollars (\$350.00) per person in any 24-month period.
- 37.4 It is not necessary for an employee or dependents to be confined in hospital to be eligible for benefits under this plan. If an employee is totally disabled or her/his dependent is confined to hospital on the date her/his Supplementary Health and Hospital Insurance terminates, benefits shall be payable until the earliest of: the date the total disability ceases, the date her/his dependent is discharged from hospital or the expiration of six (6) months from the date of termination of insurance.
- 37.5 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 her/his last pay from the Employer except as provided in section 40.3 of Article 40 (Long Term Income Protection). If an employee wishes to have Supplementary Health and Hospital Insurance continue, arrangements may be made through the Human Resources Department. The employee shall pay the full premium.

ARTICLE 38 – DENTAL PLAN

BENEFITS

- 38.1.1 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, preventative services such as scaling, polishing, 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, 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; fluoride will be available to dependent children 12 years and under.

- 38.1.2 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.

- 38.1.3 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 38.1.2.

- 38.1.4 The Employer shall pay one hundred percent (100%) of the monthly premium, for services relating to denture, 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 the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3,000) for the insured employee and each eligible dependent.

- 38.1.5 Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age and in full-time attendance at an educational institution or on vacation there from and children 21 years of age and over, mentally or physically infirm and who are dependent.

- 38.2 The Employer shall 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 the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of three thousand dollars (\$3,000) for each such dependent unmarried child.

38.3 Effective June 1, 2002, the Employer agrees to pay one hundred percent (100%) of the monthly premiums 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 38.1.2, up to a maximum benefit of twelve hundred dollars (\$1,200) per year for the insured employee and each eligible dependent.

ELIGIBILITY

38.4 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

38.5 All coverage under this plan will cease on the date of termination of employment, including retirement.

ARTICLE 39 – SHORT TERM ILLNESS PLAN

The provisions of this Article apply to full-time regular employees.

39.1 For the purpose of Article 39, a day equals the daily scheduled hours of the absent employee, as applicable.

39.1.2 An employee who is unable to attend her/his duties due to illness or injury is entitled in each calendar year to a 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;
- c) when the first six (6) days of absence are not used in a calendar year, they may be carried forward in an attendance bank to a maximum of fifteen (15) days. The resulting bank of sick days may be used only to top up days under Article 39.1.2.b. in no case shall these days be used as a payment;
- d) when an employee has perfect attendance from January 1 to December 31 of a calendar year, the employee shall receive a special payment on the first pay in February of the following calendar year, calculated at 7.25 hours times the employee's basic hourly rate as a payout, in recognition of perfect attendance.

- 39.2 An employee is not entitled to a leave of absence with pay under Section 39.1.2 of this Article until s/he has completed twenty (20) consecutive working days of employment.
- 39.3 Where an employee is on a sick leave of absence which commences in one (1) calendar year and continues into the following calendar year, s/he is not entitled to a leave of absence with pay under Section 39.1.2 of this Article for more than one hundred and thirty (130) working days in the two (2) years until s/he has returned to work for twenty (20) consecutive working days.
- 39.4 An employee who has used a leave of absence with pay for one hundred and thirty (130) working days in a calendar year under Section 39.1.2 of this Article must complete twenty (20) consecutive working days of continuous employment before s/he is entitled to further leave under Section 39.1.2 in the next calendar year.
- 39.5 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

- 39.6 An employee on a leave of absence under 39.1.2 of this Article may, at her/his option, have one-quarter ($\frac{1}{4}$) of a day deducted from her/his accumulated credits (attendance and vacation) for each such day of absence and receive regular pay.
- 39.7 An employee who is absent from her/his duties due to illness or injury beyond the total number of days provided for in Section 39.1.2 of this Article shall have her/his accumulated attendance credits reduced by a number of days equal to such absence and s/he shall receive regular pay for that period.
- 39.8 Section 39.7 does not apply to an employee when s/he qualifies for and elects to receive benefits under the Long Term Income Protection Plan.
- 39.9 a) After five (5) days absence caused by illness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer, certifying that the employee is unable to attend to her/his official duties. Notwithstanding this provision, the Employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days where for reasons of health an employee is frequently absent or unable to perform her/his duties. Following any absence caused by illness the employee may be required to provide a prescribed medical certificate (see Appendix C) indicating her/his ability to return to full duties of her/his regular position. The Employer will cover the cost of the medical certificate.

- b) i) When an employee has a history of frequent or multiple absences due to illness or injury and is unable to perform the essential duties of her/his position, the employee may, at the Employer's discretion, be required to submit to an independent medical evaluation and assessment to qualify for payments under the Short Term Illness Plan.
- ii) The Employer's discretion in Article 39.9(b)(i) above shall not be unreasonably exercised. The employee shall be entitled to union representation.
- iii) The Employer shall cover the cost of the independent medical evaluation and assessment.
- iv) The independent medical evaluation and assessment shall provide a prognosis only and not a diagnosis of the employee.

39.10 Employees returning from LTIP leave to resume employment in accordance with Article 39.9 must complete thirty (30) consecutive working days of employment to qualify for benefits under the Short Term Illness Plan.

39.11 For the purpose 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 her/his duties due to illness or injury, the days worked before and after such absence shall not be considered consecutive.

ATTENDANCE REVIEW MEETINGS

39.12 Where an employee is interviewed by a member or members of management with respect to the employee's record of attendance at work, no evidence of that interview or of the particular aspects of the attendance records upon which that interview was based on shall be admissible before an Arbitration 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 the interview, and the employee either had such union representation or declined that representation in writing prior to the interview.

ARTICLE 40 – LONG TERM INCOME PROTECTION PLAN

40.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the Long Term Income Protection Plan.

40.2 The Long Term Income Protection benefit is sixty-six and two-thirds percent (66-2/3%) of the employee's gross salary at the date of disability, including any retroactive salary adjustments to which the employee is entitled.

- 40.3 The Long Term Income Protection benefit to which an employee is entitled under Article 40.2 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 Workers' Compensation 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 65.
- 40.4 LTIP 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.
- 40.5 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 her/his 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 s/he is reasonably fitted by education, training or experience.
- 40.6 The Employer will continue to make pension contributions and premium payments for the Dental Plan and for the Supplementary Health and Hospital Plan on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive LTIP benefits under the plan, unless the employee is supplementing a Workplace Safety & Insurance Board award.
- 40.7 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.
- 40.8 Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be a full-time regular employee. If the employee is totally disabled on the date her/his insurance terminates, s/he shall continue to be insured for that disability.
- 40.9 If an employee has been receiving benefits and her/his disability comes back within three (3) months of returning to full-time work, and if it is due to the same or a related cause, her/his benefits will start again right away.
- 40.10 If an employee who is in receipt of LTIP benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, LTIP will take into account the employee's training, education and experience. The rehabilitative benefit will be the

monthly LTIP benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but no more than twenty-four (24) months. Rehabilitative employment may be with this or another employer.

- 40.11 The LTIP benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) of her/his earnings as at the date of commencement to total disability.
- 40.12 Employees while on rehabilitative employment with the Employer will earn vacation credits as set out in Article 46 (Vacation and Vacation Credits).
- 40.13 When an employee who has been receiving or was eligible to receive LTIP benefits is able to return to full-time employment, the provisions of Article 20 (Job Security) shall apply.

ARTICLE 41 – WORKERS' COMPENSATION

- 41.1 An employee who is injured while at work or while travelling on Board's business will suffer no loss of earnings or benefits for the balance of hours on the day the injury occurred. The employee and Employer must complete a report for the Workplace Safety & Insurance Board on the day of the injury or immediately after becoming aware of the injury causing incident.
- 41.2 The employee who was injured and is covered by Article 41.1 will be covered by Short Term Illness Plan for the next thirty (30) days if absent from work due to such injury. These payments will be made pending an award by the Workplace Safety & Insurance Board.
- 41.3 If an award is made by the Workplace Safety & Insurance Board for the period of absence falling within the thirty (30) days following the injury, an adjustment in payments will be calculated according to the award.
- 41.4 Payments pursuant to 41.2 will be discontinued after thirty (30) days.
- 41.5 The employee who has been employed with the Ontario Teachers' Pension Plan Board continuously for at least one (1) year shall retain the right to re-employment in her/his pre-injury position or a reasonably equivalent position.
- 41.6 During the first year while an employee is in receipt of an award from the Workplace Safety & Insurance Board, the Employer shall continue to maintain contributions for employment benefits in respect of the employee as if the employee continued to be employed. Any premiums payable by the employee will remain her/his responsibility. The employee's premiums may be paid in advance or by a series of post-dated cheques.

ARTICLE 42 – PREGNANCY & PARENTAL LEAVE

- 42.1 A female employee who has been employed with the Board for at least thirteen (13) weeks and who is the parent of a child, is entitled to a pregnancy leave of absence without pay following the birth of that child.
- 42.2 The pregnancy leave of absence described in Article 42.1 shall be in accordance with the provisions of the Employment Standards Act.
- 42.3.1 An employee who is entitled to a pregnancy leave under Article 42.2 and who has been employed by the Board for a minimum period of one (1) year, who qualifies under the Employment Insurance Act shall, upon providing the Employer with proof of eligibility for pregnancy benefits under EI, be paid an allowance as follows:
- a) for the first two (2) weeks, payment equivalent to ninety-three percent (93%) of the regular weekly pay rate based on thirty-seven and one quarter (37.25) hours for the position she held on the last day immediately prior to the commencement of the maternity leave; and,
 - b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits (she is eligible for) and any other earnings received by the employee, and ninety-three percent (93%) of the regular weekly pay rate as defined in (a).
- 42.3.2
- a) The leave of absence specified in Article 42.1 may be followed by an additional thirty-five (35) weeks of parental leave. During this period of absence no compensation in terms of salary or supplement will be payable to the employee by the Board, however provisions of the Employment Insurance Act (EI) will apply.
 - b) A birth mother who has not taken pregnancy leave or a male employee who is the parent of a child and who has been employed with the board for at least thirteen (13) weeks is entitled to parental leave of absence of thirty-seven (37) weeks.
- 42.4 Notwithstanding Article 34.2 (Insured Benefit Plan/General) an employee who is on pregnancy or parental leave shall have her/his benefits coverage continued during that period of leave unless s/he elects in writing not to participate in this provision.
- 42.5 An employee returning from a leave of absence under section 42.1, 42.3.2 or 42.4 shall be assigned to their former regular position or if the position does not exist, to a comparable position and be paid at the rate in the salary range they had attained in the regular position.

- 42.6 The supplemental payments referred to in Article 42.3.1 a) and b) shall be based on the regular salary as stated in that Article inclusive of any retroactive salary adjustment to which the employee shall become entitled.

ARTICLE 43 – ADOPTION AND PARENTAL LEAVE

- 43.1 An employee who has been employed with the Board for at least thirteen (13) weeks and who adopts a child is entitled to parental leave of absence of thirty-seven (37) weeks.
- 43.2 The employee adopting a child is not entitled to any remuneration from the Board during the parental leave of absence.
- 43.3 All relevant provisions of the Employment Standards Act and Employment Insurance Act shall apply to parental leave.
- 43.4 Provisions of Article 42.6 will apply to adoption leave.

ARTICLE 44 – BEREAVEMENT LEAVE

- 44.1.1 An employee who would otherwise have been at work shall be allowed up to five (5) days leave of absence with pay in the event of the death of her/his son or daughter, spouse, common-law spouse, or same-sex partner.
- 44.1.2 An employee who would otherwise have been at work shall be allowed up to four (4) days leave of absence with pay in the event of the death of her/his parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, grandparent, step-child, ward or guardian.
- 44.1.3 In addition to the foregoing time off, a further period of two (2) days leave of absence with pay shall be granted to an employee whose bereavement leave requires travel of eight hundred kilometres (800 km) or greater.
- 44.2 An employee who would otherwise have been at work shall be allowed a one (1) day leave of absence with pay to attend the funeral of her/his aunt, uncle, niece, or nephew.

ARTICLE 45 – TERMINATION PAYMENTS

For the purpose of this Article, one (1) week of continuous employment equals thirty-seven and one quarter (37.25) hours for full-time, regular employees.

- 45.1 An employee who completed a minimum of one (1) year of continuous service since January 1, 1970, and who ceases to be employed because of:
- a) death; or

- b) retirement
 - i) at age sixty-five (65);
 - ii) pursuant to benefit provisions of the employee's pension plan; or
- c) lay-off under Article 20; or
- d) who has completed a minimum of five (5) years of continuous service and who ceases employment for any reason other than dismissal for cause or abandonment of position under Article 20;

is entitled to severance pay for continuous service which began on or after January 1, 1970.

- 45.1.1 Severance payment under Article 45.1 shall be calculated as one (1) week of salary for each full year of continuous service. When calculation of severance pay involves part of a year it shall be calculated on a percentage of the year worked.
- 45.2 The total amount of severance pay as stated in Article 45.1 and 45.1.1 shall not exceed twenty-six (26) weeks of regular non-overtime earnings of the employee.
- 45.3 The severance pay provisions do not apply when an employee:
 - a) refuses an offer, of the Employer, of reasonable alternative employment with her/his Employer, subject to the provisions of Article 20 (Job Security);
 - b) refuses to exercise her/his seniority rights to obtain reasonable alternative employment, subject to Article 20 (Job Security);
 - c) has been guilty of wilful misconduct or disobedience or wilful neglect of duty that has not been condoned by the Employer.
- 45.4 Notwithstanding Article 45.1 and 45.1.1, any regular full-time employee who begins employment with the Board on or after January 1, 1992 and who is terminated only by reason of:
 - a) dismissal without cause, including constructive dismissal;
 - b) a permanent lay-off (as defined in Article 3.1 (i));
 - c) cessation of employment because of death or retirement pursuant to the benefits of the employee's pension plan after one (1) year of continuous service;

shall receive severance pay.

- 45.4.1 Severance pay referred to in Article 45.4 shall be calculated as one (1) week of salary for each year of service up to a maximum total payment of twenty-six (26) weeks of non-overtime earnings.
- 45.5 No future severance payments shall be made for any year of employment for which the employee received severance payments under the provisions of Article 45.

ARTICLE 46 – VACATIONS AND VACATION CREDITS

- 46.1 Effective January 1, 2010, an employee shall earn vacation credits at the following rates:
- a) one and one-quarter (1-¼) days per month during the first five (5) years of continuous service (three weeks);
 - b) one and two-thirds (1-2/3) days per month after five (5) years of continuous service (four weeks);
 - c) two and one-twelfth (2-1/12) days per month after fifteen (15) years of continuous service (five weeks);
 - d) two and one-half (2-½) days per month after twenty-eight (28) years of continuous service (six weeks);
- 46.2 An employee is entitled to vacation credits under Section 46.1 in respect of a month or part thereof in which s/he is at work or on leave with pay.
- 46.3 An employee is not entitled to vacation credits under Section 46.1 in respect of a whole month in which s/he is absent from duty for any reason other than vacation leave of absence or leave of absence with pay.
- 46.4 An employee shall begin to accumulate her/his vacation credit for a calendar year at the commencement of each calendar year subject to Article 46.10.
- 46.5 An employee may accumulate vacation to a maximum of twice her/his annual accrual but shall be required to reduce her/his accumulation to a maximum of one (1) year's annual by December 31st of each year:
- a) Where an employee is unable to reduce earned vacation to one year's accrual by December 31st due to:
 - i) illness;
 - ii) total disability;
 - iii) injury resulting in a WSIB award; or
 - iv) pregnancy/adoption/parental leave;

s/he will receive a pay-out of excess vacation credits at year-end equal to the number of days forfeited.

- b) Where due to the Employer's unforeseen operational requirements, an employee is unable to reduce earned vacation to one year's accrual by the December 31st deadline, s/he shall be permitted to carry over into the following vacation year only those excess vacation days that could not be scheduled due to said operational requirements prior to the said December 31st deadline. It is understood and agreed that any such vacation days carried over into the following vacation year must be taken by June 30th of said following year.
 - c) Notwithstanding Article 46.5 (a) above, an employee must take a minimum of two (2) weeks vacation during a calendar year, subject to their credit eligibility.
 - d) A regular, full-time employee with unused vacation entitlement, having complied with Article 46.5 (c), may elect to cash out up to two (2) weeks (maximum 74.5 hours) vacation each year. This election will be made in writing on or before a date to be specified by management each year for payment before the calendar year-end. The cash out will be calculated based on the employee's base hourly rate of pay at the time the payment is made.
- 46.6 On commencing employment, an employee shall begin to accumulate pro-rata vacation credits for the balance of the calendar year, but shall not be permitted to take vacation until s/he has completed six (6) months of continuous service.
- 46.7 An employee with over six (6) months of continuous service may, with the approval of her/his supervisor, take vacation to the extent of her/his vacation entitlement and her/his vacation credits shall be reduced by any such vacation taken.
- 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 her/his 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 s/he attains sixty-four (64) years of age is entitled to receive five (5) days of pre-retirement leave with pay in the year ending with the end of the month in which s/he attains the age of sixty-five (65) years.
- 46.10 Where an employee leaves the Employer prior to the completion of six (6) months service, s/he is entitled to vacation pay at the rate of four percent (4%) of the salary paid during the period of her/his 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 standings to her/his credit at the date s/he ceases to be an employee or at the date s/he qualifies for payments under the Long Term Income Protection Plan as defined under Article 40, 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 **VACATION LEAVE ADVANCE**

An employee who has completed her/his probationary period shall, upon giving at least one (1) month written notice receive, before commencing vacation, an advance against the salary payments that fall due during the vacation period, based upon the following conditions:

- a) such advance shall be provided only where the employee takes at least two (2) consecutive weeks vacation;
- b) such an advance shall be based on the amount equal to the employee's net regular pay in the one (1) month period immediately preceding commencement of her/his vacation leave;
- c) where more than two (2) pays are due and payable during the vacation period, in no case will the advance exceed twice the amount set out in (b) above.

PART C – CONTRACT EMPLOYEES

ARTICLE 47 – APPLICATION OF PART C

- 47.1 The only terms of this Agreement that apply to employees who are designated by the Employer as contract employees are those that are set out in this Part. No provisions in this Agreement other than those included in this Part shall apply to contract employees.
- 47.2 The Employer will provide to the Union, within thirty (30) days of commencement of employment a list of all new contract employees outlining their name, length of contract and rate of pay.

ARTICLE 48 – OTHER APPLICABLE ARTICLES

- 48.1 The following Articles of this Agreement shall apply to contract employees:

- Article 1 - Recognition
- Article 2 - Management Rights
- Article 3 - Definitions
- Article 4 - Check off of Union Dues subject to Article 1
- Article 11 - Rest Periods
- Article 15 - Non-Pyramiding of Premium Payments
- Article 16 - Reimbursement Rate for Use of Automobile
- Article 17 - Travel For Speaking Engagements
- Article 18 - Reimbursement for Meal Costs
- Article 21 - Seniority
- Article 22 - Grievance Procedure
- Article 24 - Leave – Union Activity
- Article 26 - Leave – Court Proceedings
- Article 31 - Information to New Employees
- Article 32 - Change of Address
- Article 77 - Term of Agreement

ARTICLE 49 – TERM OF EMPLOYMENT

- 49.1 A contract employee may be appointed for a period of not more than one (1) year on the first appointment and for not more than one (1) year on any subsequent appointment. The total time on contract not to exceed thirty (30) months.
- 49.2 A person who is appointed as a contract employee for a specified period ceases to be an employee at the expiration of that period.

- 49.3 Where the same work has been performed by a contract employee, hired after January 1, 2000, for more than twenty-four (24) consecutive months and where the Employer establishes that there is a continuing need for that work to be performed on a full-time basis, the Employer shall establish a full-time, permanent, position. The newly established permanent position shall be posted in accordance with Article 7.

ARTICLE 50 – WAGES

- 50.1 The basic hourly rate of the equivalent full-time regular class shall apply. If there is no equivalent class, the rate shall be set by the Employer provided that the Union shall have the right to negotiate the rate during the next round of negotiations for the renewal of the Collective Agreement.
- 50.2 Employees covered by this Article are entitled to the same provisions regarding retroactivity of salary revisions as those agreed upon for the full-time regular class to which they are equated.

ARTICLE 51 – OVERTIME

- 51.1 “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.
- 51.2 Employees who work authorized overtime shall be paid at one and one-half (1-½) times the basic hourly rate.

ARTICLE 52 – HOLIDAY PAYMENTS

- 52.1 Four per cent (4%) of gross pay, not including vacation pay, shall be added to the employee’s regular pay to compensate for the following holidays:
- a) New Year’s Day
 - Family Day
 - Good Friday
 - Victoria Day
 - Canada Day
 - Civic Holiday
 - Labour Day
 - Thanksgiving Day
 - Christmas Day
 - Boxing Day

and any additional public holidays as defined pursuant to the Employment Standards Act;

- b) in addition to a), one (1) day off defined as a “floater” will be granted to employees for each six (6) months of consecutive employment in a calendar year. These are to be taken at any time mutually agreed upon by the supervisor and the employee and subject to operational requirements.

ARTICLE 53 – VACATION PAYMENTS

- 53.1 Four per cent (4%) of gross pay shall be added to the employee's regular pay in lieu of vacation leave with pay.

ARTICLE 54 – HEALTH & SAFETY

- 54.1 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 the health and safety of all employees in compliance with the Health and Safety Act.

ARTICLE 55 – ATTENDANCE CREDITS AND SICK LEAVE

- 55.1 Employees who work seventy-four and one half (74.5) hours in a two (2) week period shall earn attendance credits of one (1) day for each calendar month of full attendance.
- 55.2 Attendance credits may be used for protection purposes only in the event that an employee is unable to attend her/his official duties due to illness or injury.
- 55.3
 - a) After five (5) days absence caused by illness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer, certifying that the employee is unable to attend to her/his official duties. Notwithstanding this provision, the Employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days where for reasons of health an employee is frequently absent or unable to perform her/his duties. Following any absence caused by illness the employee may be required to provide a prescribed medical certificate (see Appendix C) indicating her/his ability to return to the full duties of her/his regular position. The Employer will cover the cost of the medical certificate.

- b)
 - i) When an employee has a history of frequent or multiple absences due to illness or injury and is unable to perform the essential duties of her/his position, the employee may, at the Employer's discretion, be required to submit to an independent medical evaluation and assessment to qualify for payments under the Short Term Illness Plan.
 - ii) The Employer's discretion in Article 55.3 (b) (i) above shall not be unreasonably exercised. The employee shall be entitled to union representation.
 - iii) The Employer shall cover the cost of the independent medical evaluation and assessment.
 - iv) The independent medical evaluation and assessment shall provide a prognosis only and not a diagnosis of the employee.

ARTICLE 56 – BEREAVEMENT LEAVE

- 56.1 An employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed leave of absence with pay of up to five (5) days in the event of the death of her/his son or daughter, spouse, common-law spouse or same-sex partner
- 56.2 An employee who is scheduled to work more than twenty-four (24) hours during a week and who would otherwise have been at work, shall be allowed a leave of absence with pay of up to four (4) days in the event of the death of her/his parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, grandparent, step-child, ward or guardian.
- 56.3 A leave of absence with pay may be granted for not more than three (3) 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, other members of the employee's immediate household
 - b) family days which shall include caring for a sick child or family member
 - c) a natural or accidental disaster

ARTICLE 57 – TERMINATION OF EMPLOYMENT

- 57.1 Employment may be terminated by the Employer at any time within the term of employment of a contract employee, with two (2) week's notice, or pay in lieu thereof.

57.2 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 employment, and thereupon the person's employment is terminated and s/he ceases to be an employee.

ARTICLE 58 – APPOINTMENT AS A FULL-TIME, REGULAR EMPLOYEE

58.1 Where a contract employee is appointed as a full-time, regular employee and has worked more than twenty-four (24) hours per week on a continuous basis immediately prior to her/his appointment as a full-time regular employee, the time s/he actually worked may be considered to be part of her/his probationary period.

PART D – PART-TIME, REGULAR EMPLOYEES

ARTICLE 59 – APPLICATION OF PART D

59.1 Part D of this Agreement applies only to part-time regular employees who are employed for a period of less than seventy-four and one half (74.5) hours and more than twenty-seven (27) hours over a two (2) week period.

No provisions in this Agreement other than those indicated in this Part shall apply to part-time regular employees.

ARTICLE 60 – APPLICABLE ARTICLES – OTHER

60.1 The following Articles of this Agreement shall also apply to part-time regular employees:

Article 1 -	Recognition
Article 2 -	Management Rights
Article 3 -	Definitions
Article 4 -	Check off of the Union Dues
Article 5.2	No discrimination or harassment
Article 6 -	Joint Consultation Committee
Article 9 -	Temporary Assignments
Article 11	Rest Periods
Article 13	Health & Safety
Article 16	Reimbursement rate for use of automobile
Article 17	Travel For Speaking Engagements
Article 18	Reimbursement for Meal Costs
Article 22	Grievance Procedure
Article 24	Leave – Union Activities
Article 25	Leave without pay
Article 26	Leave/Court Proceedings
Article 27	Leave/Military Service
Article 31	Information to New Employees
Article 32	Change of Address
Article 77	Term of Agreement

ARTICLE 61 – PAY ADMINISTRATION

61.1 The basic hourly rates of part-time regular employees shall be the same of those of full-time regular employees, as per compensation rates pursuant to this Agreement.

61.2 All retroactivity provisions shall apply to part-time regular employees.

- 61.3 Promotion occurs when a part-time regular employee is assigned to another position in a class with a higher maximum salary than the class of her/his regular position held immediately prior to the promotion.
- 61.4 An employee who is promoted shall receive the 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 employees' new salary rate exceeding the maximum of the new salary range except where permitted by salary note.
- 61.5 When a regular part-time employee is promoted, a new anniversary date is established.

ARTICLE 62 – HOURS OF WORK AND OVERTIME

- 62.1 All part-time regular employees shall work within the hours of 7:00 A.M. to 11:00 P.M. each working day (Monday to Friday) unless other arrangements are mutually agreed upon with her/his supervisor.
- 62.2 “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 over a two (2) week period. Employees’ overtime shall be paid at a rate of one and one half (1.5) times their regular pay rate, except as otherwise specified.

ARTICLE 63 – STATUTORY HOLIDAYS

- 63.1 When a statutory holiday falls on a regularly scheduled working day of a part-time regular employee, s/he shall be entitled to the following holidays with no reduction in pay:

- | | |
|----------------|------------------|
| New Year’s Day | Labour Day |
| Family Day | Thanksgiving Day |
| Good Friday | Christmas Day |
| Victoria Day | Boxing Day |
| Canada Day | |
| Civic Holiday | |

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

- 63.2 The pay for the employee covered by Article 63.1 shall be based on the number of her/his regularly scheduled hours of work as if it were not a holiday.
- 63.3 Notwithstanding Article 63.1 an employee whose scheduled work day does not fall on a statutory holiday must meet all of the requirements as prescribed by the Employment Standards Act in order to receive compensation for that holiday.
- 63.4 Where an employee covered by Article 63.3 is entitled to holiday pay, such pay shall be based on one-tenth (1/10) of her/his regularly scheduled hours of work for the last regular bi-weekly pay period.
- 63.5 A part-time, regular employee who is required to work on a statutory holiday shall be compensated at two and one half (2½) times the basic hourly pay rate for all hours worked or where mutually agreed, may receive compensatory time off for hours worked in lieu of pay.

ARTICLE 64 – VACATION CREDITS

- 64.1 Part-time, regular employees will earn vacation credits in accordance with Article 46.
- 64.2 For part-time, regular employees a day for the purpose of calculating the vacation with pay shall be equal to one tenth (1/10) of the regular scheduled work hours, over a regular biweekly pay period. In calculating this pay entitlement the number of hours in a day (as defined above) shall be multiplied by the employee's regular pay rate.

ARTICLE 65 – ATTENDANCE CREDITS (SICK LEAVE)

- 65.1 Attendance credits may be used only for the employee's protection when s/he is unable to attend her/his official duties by reason of illness or injury.
- 65.2.1 Where a part-time regular employee is absent because of illness s/he will be deducted the time used; where the employee is absent for a full day, the number of regularly scheduled hours of work for that day shall be deducted. At the end of each calendar year, any unused attendance credits may be carried forward to an attendance bank, to a maximum of 7.5 days. The resulting bank of sick days may be used only to top up days under Article 65.1, in no case shall these days be used as a cash pay out payment.
- 65.2.2 Part-time regular employees' attendance credits for any given calendar year shall be calculated at ½ day per each calendar month of full attendance. These credits shall accrue monthly subject to full attendance.

- 65.3 a) After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner, certifying that the employee is unable to attend to her/his official duties is forwarded to the Employer. Notwithstanding this provision, the Employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days where for reasons of health an employee is frequently absent or unable to perform her/his duties. Following any absence caused by sickness, the employee may be required to provide a prescribed medical certificate (see Appendix C) indicating her/his ability to return to the full duties of her/his regular position. The Employer will cover the cost of the medical certificate.
- b) i) When an employee has a history of frequent or multiple absences due to illness or injury and is unable to perform the essential duties of her/his position, the employee may, at the Employer's discretion, be required to submit to an independent medical evaluation and assessment to qualify for payments under the Short Term Illness Plan.
- ii) The Employer's discretion in Article 65.3 (b)(i) above shall not be unreasonably exercised. The employee shall be entitled to union representation.
- iii) The Employer shall cover the cost of the independent medical evaluation and assessment.
- iv) The independent medical evaluation and assessment shall provide a prognosis only and not a diagnosis of the employee.

ARTICLE 66 – POSTING AND FILLING OF VACANCIES AND NEW POSITIONS

- 66.1 When a vacancy occurs or a new, part-time position is created in the Bargaining Unit, a notice of vacancy shall be posted for five (5) working days prior to the established closing date. "Posting" includes placing of a notice on the corporate intranet and an email will be sent to all employees, with the associated links.
- 66.2 The posting shall state the nature and title of the position, salary, classification and qualifications required and the hours of work schedule. The posting shall be open to all employees.
- 66.3 A part-time, regular employee may submit applications and attend interviews for "postings" of full-time positions.
- 66.4 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.

- 66.5 An applicant who is invited by her/his Employer to attend an interview shall be granted time off with no loss of pay or credits to attend the interview. Such time off shall not unduly interfere with the operating requirements of the Employer.
- 66.6 A part-time, regular employee who is successful and accepts a posted, full-time position must assume the full-time hours of work of that position.
- 66.7 In filling a position, 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.

ARTICLE 67 – SENIORITY (LENGTH OF CONTINUOUS SERVICE)

- 67.1 Seniority for the purpose of this Agreement shall mean the length of continuous service with the Employer and shall accumulate upon completion of a nine (9) month probationary period. It shall commence from the date of appointment to the regular part-time service or from the date on which the employee began a period of unbroken service as a contract or full-time regular employee, whichever comes first.
- 67.2 An employee's continuous service shall not include any period:
- a) When s/he is on a leave of absence without pay for a period greater than 30 days; or
 - b) When s/he is in receipt of benefits under the Long Term Income Protection Plan while a full-time, regular employee; or
 - c) After the first six (6) months of receipt of benefits pursuant to an award under the Workplace Safety & Insurance Act (except for any period where the benefit is fully supplemented by the employee's accumulated credits).
- 67.3 Continuous service shall be deemed to have terminated if:
- a) An employee resigns or retires;
 - b) An employee is dismissed, unless such a dismissal is reversed through a grievance procedure;

- c) An employee is absent without leave for three (3) consecutive working days;
 - d) An employee is released in accordance with the lay-off provisions of this Agreement and is not rehired before the end of two (2) years.
- 67.4 The Employer shall maintain a seniority list for part-time, regular employees showing the date upon which each employee's service commences, plus accrued seniority. An up-to-date seniority list shall be sent to the Union on June 30th and December 31st of each year.
- 67.5 Employees converting from full-time, regular employment to part-time, regular employment or vice versa shall carry over their accumulated seniority to the appropriate seniority list. All seniority is based on the length of continuous service and is not governed by hours worked.

ARTICLE 68 – JOB SECURITY

- 68.1 The Employer may lay-off any employee by reason of shortage of work or funds, abolition of a position or other material change in the organization. Where a lay-off occurs, the identification of a surplus employee and the subsequent assignment or lay-off shall be based on the employee's seniority. Part-time, regular employees would be subject to lay-off only if such a lay-off could not be prevented by reviewing and eliminating the contract positions in the affected area.
- 68.2 A part-time, regular employee who received a notice of layoff may be re-assigned to a full-time, regular or a part-time regular vacancy in the Bargaining Unit on the basis of her/his seniority, provided that this employee is qualified for and capable of performing the duties of the vacant position and the maximum hourly rate of pay is not greater than 3% above nor 20% below the maximum hourly rate of pay of the surplus employee's position. All of these assignments shall be conditional upon the employee's acceptance of the vacant position as it exists at the time, i.e. full-time work hours or part-time work hours.
- 68.3 Subject to the employee's being qualified and able to perform the duties of the position, a part-time regular employee who has completed her/his probationary period, who has not been assigned to a vacancy and who is subject to lay-off as a surplus employee shall have the right to displace a part-time regular employee who shall be identified by the Employer in the following manner and sequence:
- a) if no employee in the same position has less seniority than the surplus employee the employer will review the position 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;

- b) failing displacement under a) 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.

68.4 Notwithstanding these provisions, alternative arrangements concerning job security which may include re-training may be negotiated between the Employer and the Union and implemented by mutual consent.

68.5 Where a part-time, regular employee chooses to exercise the displacement option s/he must notify the Employer in writing as far in advance as possible but not later than two (2) weeks following the date of notification of lay-off. In the absence of the Employer receiving such a notice, the employee shall be deemed to have opted to be laid off and thus be laid off.

68.6 A part-time, regular employee who is laid off and who has been employed for three (3) months or more shall receive notice in writing or pay in lieu thereof as follows:

- a) 2 weeks notice – where employment is less than three (3) years;
- b) 3 weeks notice – where employment is three (3) years or more 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.

One week's notice pay shall be equal to the average of two (2) consecutive weeks of pay based on the employee's regularly scheduled work hours.

68.7 For the purpose of this Article, the provisions for posting of positions do not apply.

ARTICLE 69 – TERMINATION PAYMENTS

69.1 A part-time, regular employee who ceases her/his employment with the Board because of:

- a) death;
- b) retirement:
 - (i) at age sixty-five (65);
 - (ii) pursuant to the provisions of the employee's pension plan; or
- c) lay-off (subject to the lay-off provisions of Article 67.3);

is entitled to receive severance payments for continuous service with the Board.

69.2 Severance payments under this Article shall be calculated as one week of salary for each year of continuous service; the maximum severance entitlement being twenty-six (26) weeks of non-overtime service.

69.3 Each week of salary shall be equal to the average of two (2) consecutive weeks of pay based on the employee's regularly scheduled work hours.

69.4 When calculation of severance pay involves part of a year, it shall be calculated on a monthly basis. Less than fifteen (15) days shall not be credited, more than fifteen (15) days shall be deemed to be a full month. A day for the purpose of this paragraph shall be a calendar day.

69.5 The severance provisions do not apply when an employee:

- a) refuses an offer by her/his Employer of reasonable alternative employment subject to job security provisions;
- b) refuses to exercise her/his seniority rights to obtain reasonable alternative employment under Article 68 (Job Security);
- c) has been guilty of wilful misconduct or disobedience or wilful neglect of duty that has not been condoned by the Employer.

ARTICLE 70 – INSURED EMPLOYEE BENEFITS

70.1 The following benefits as described in the Master Policies held by the Insurers will be available to all part-time regular employees:

- a) Basic Life Insurance
 - i) the amount of coverage shall be based on projected annual earnings at part-time work hours
 - ii) the Employer shall pay one hundred percent (100%) of the monthly premium
- b) Supplementary and Dependant Life Insurance
 - i) the employee shall be responsible for all premiums
- c) Supplementary Health and Hospital Insurance
 - i) the Employer shall pay fifty percent (50%) of the monthly premium for this coverage
- d) Dental Plan
 - i) the Employer shall pay fifty percent (50%) of the monthly premium for this coverage
- e) Benefits under part b), c) & d) above are optional and are subject to the employee paying her/his share of premiums through regular payroll deductions
- f) Long Term Income Protection Plan
 - i) the Employer shall pay eighty-five percent (85%) of the monthly premium and the employee shall pay fifteen percent (15%) through regular payroll deduction.

70.2 It is understood that any claim and/or remedies shall be subject to the terms of the Master Insurance Policies of the Insurance Carriers, in effect at the time of the incident giving rise to the claim. The master policy numbers are as follows:

Basic Life – Manulife GL & GH 15900
Supplementary & Dependent Life – Manulife GL 15901
Supplementary Health & Hospital – Manulife GL & GH 15900
Dental – Great West Life Assurance 42155 GDC
LTIP – Manulife GH 15902

ARTICLE 71 – BEREAVEMENT LEAVE

- 71.1 A part-time, regular employee who would otherwise have been at work shall be allowed up to five (5) days leave of absence with pay in the event of the death of her/his son or daughter, spouse, common-law spouse or same-sex partner.
- 71.2 A part-time, regular employee who would otherwise have been at work shall be allowed up to four (4) days leave of absence with pay in the event of the death of her/his parent, parent-in-law, sister, sister-in-law, brother, brother-in-law, grandchild, grandparent, step-child, ward or guardian.
- 71.3 In addition to the foregoing time off, a further period of two (2) days of absence with pay shall be granted to an employee whose bereavement leave requires travel of eight hundred (800) kilometres or greater.
- 71.4 A part-time, regular employee who would otherwise have been at work shall be allowed one (1) day leave of absence with pay to attend the funeral of her/his aunt, uncle, niece, or nephew.
- 71.5 The pay for the bereavement leave of absence shall be based on the employee's regularly scheduled hours of work had she/he not been granted the leave.

ARTICLE 72 – SPECIAL AND COMPASSIONATE LEAVE

- 72.1 A leave of absence with pay may be granted for not more than three (3) days per year upon:
- a) family crisis situation, where family consists of spouse, common-law spouse, same-sex partner, child, parent, parent-in-law or other member of the employee's immediate household;
 - b) family days which shall include caring for a sick child or family member;
 - c) a natural or accidental disaster.

Compensation for this leave with pay shall be based on the employee's regularly scheduled hours of work for that day had the leave not been granted.

- 72.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits

ARTICLE 73 – WORKERS' COMPENSATION

- 73.1 A part-time, regular employee who is injured or suffers from industrial disease, where either one arose from her/his course of employment and who is absent from work for those reasons shall receive full compensation for the day on which the injury or illness first occurred.
- 73.2 The employee and the Employer must complete a report for the Workplace Safety & Insurance Board on the day of injury if possible or as mandated by the Workplace Safety & Insurance Act.
- 73.3 Any compensation to the employee as a result of injury or industrial disease arising from her/his employment shall be subject to the award of the Workplace Safety & Insurance Board and governed by the Workplace Safety and Insurance Act.
- 73.4 Daily hours of work for the purpose of the award shall be equal to one tenth (1/10) of the regularly scheduled hours of work for ten (10) consecutive working days immediately prior to the day of the reportable incident.
- 73.5 A part-time, regular employee who has been employed by the Ontario Teachers' Pension Plan Board continuously for at least one year shall retain the right to re-employment in her/his pre-injury position or a reasonably equivalent position.
- 73.6 During the first year while the employee is in receipt of an award from the Workplace Safety & Insurance Board, the Employer shall maintain its share of contributions for employment benefits as if the employee was actively at work. Any contributions normally payable by the employee shall remain her/his responsibility and may be paid in advance or by a series of post-dated cheques.

ARTICLE 74 – PREGNANCY – PARENTAL LEAVE

- 74.1 A pregnant, part-time, regular employee who has been employed with the Board for at least thirteen (13) weeks is entitled to a leave of absence without pay. Such a leave shall be granted in accordance with the Employment Standards Act.
- 74.2 A part-time, regular employee who is entitled to a pregnancy leave as in Article 74.1 and who has been employed by the Board for a minimum continuous period of one (1) year and who qualifies under the Employment Insurance Act for pregnancy benefits, shall, upon providing the Employer with proof of such eligibility, be paid an allowance as follows:
- a) for the first two (2) weeks, payment equivalent to ninety three percent (93%) of their weekly earnings based on the average of their regularly scheduled work hours for two (2) consecutive weeks immediately preceding this pregnancy leave; and

- b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly Employment Insurance benefits she is eligible for and any other earnings received by this employee and ninety-three percent (93%) of the weekly earnings based on the average of the regularly scheduled work hours for two (2) consecutive weeks immediately preceding this pregnancy leave.
- 74.3
- a) The pregnancy leave may be followed by an additional thirty-five (35) weeks of parental leave. During this period of absence no compensation in terms of salary or supplement will be payable to the employee by the Board, however provisions of the Employment Insurance Act (EI) will apply.
 - b) A birth mother who has not taken pregnancy leave or a male employee who is the parent of a child and who has been employed with the Board for at least thirteen (13) weeks is entitled to parental leave of absence of thirty-seven (37) weeks.
- 74.4
- A part-time, regular employee who is on pregnancy or parental leave under the provisions of this Article shall have her/his benefits coverage continued during this period of leave unless s/he elects in writing not to participate in this provision. The supplemental payments shall be based on her/his regular salary inclusive of any retroactive salary adjustments to which the employee shall become entitled.

ARTICLE 75 – ADOPTION – PARENTAL LEAVE

- 75.1 A part-time, regular employee who has been employed with the Board for at least thirteen (13) weeks and who adopts a child is entitled to a parental leave of thirty-seven (37) weeks.
- 75.2 A part-time, regular employee eligible for parental leave under this Article is not entitled to any remuneration from the Board while on this leave of absence.
- 75.3 All relevant provisions of the Employment Standards Act and the Employment Insurance Act shall apply to the adoption – parental leave.
- 75.4 An employee who is on parental leave shall have her/his benefits coverage continued during that period of leave, unless s/he elects in writing not to participate in this provision.
- 75.5 An employee returning from a leave of absence under Article 75 shall be assigned to her/his former class and be paid at the rate in the salary range that s/he would have attained in that class had s/he not been on a leave under Article 75.

ARTICLE 76 – TERMINATION OF EMPLOYMENT

- 76.1 A part-time, regular 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. As a result, their employment with the Employer may be terminated and s/he shall cease to be an employee.
- 76.2 The Employer may release from employment a part-time, regular employee at any time during the first nine (9) months of employment for failure to meet the requirements of her/his position. When a full-time regular employee who has successfully completed her/his probationary period, obtains a part-time position there would be no additional probationary period.

PART E – TERM OF AGREEMENT


ARTICLE 77 – TERM OF AGREEMENT

- 77.1 This Agreement covers the period from January 1, 2010 to December 31, 2013. The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing, within a period of ninety (90) days before expiry of the Agreement, of its desire to bargain with respect to the renewal of the Agreement.
- 77.2 The effective date of the provisions of this Agreement shall be the date of signing of the Collective Agreement except where the effective date is specified in the language of the Article in question.

DATED AT TORONTO, ONTARIO THIS 24th DAY OF November, 2010.

**FOR THE ONTARIO PUBLIC
SERVICE EMPLOYEES UNION**


**FOR THE ONTARIO TEACHERS'
PENSION PLAN BOARD**



Ben Archibald

J. Li

E. ...



M. Murphy

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J. ...

WAGES

APPENDIX A

	MIN				MAX
ADMINISTRATIVE CLERK					
1-JAN-2010	21.59	22.24	22.92	23.62	24.38
1-JAN-2011	22.13	22.80	23.49	24.21	24.99
1-JAN-2012	22.74	23.43	24.14	24.88	25.68
1-JAN-2013	23.42	24.13	24.86	25.63	26.45
CLERK 2, FILING					
1-JAN-2010	21.61	22.07	22.59	23.09	23.62
1-JAN-2011	22.15	22.62	23.15	23.67	24.21
1-JAN-2012	22.74	23.42	24.13	24.86	25.66
1-JAN-2013	23.42	24.12	24.85	25.61	26.43
CLERK 3, FILING					
1-JAN-2010	23.67	24.29	24.90	25.49	26.11
1-JAN-2011	24.26	24.90	25.52	26.13	26.76
1-JAN-2012	24.93	25.58	26.22	26.85	27.50
1-JAN-2013	25.68	26.35	27.01	27.66	28.33
CLERK 2, GENERAL					
1-JAN-2010	21.91	22.45	22.99	23.53	24.09
1-JAN-2011	22.46	23.01	23.56	24.12	24.69
1-JAN-2012	23.08	23.64	24.21	24.78	25.37
1-JAN-2013	23.77	24.35	24.94	25.52	26.13
CLERK 3, GENERAL					
1-JAN-2010	24.37	24.97	25.54	26.17	26.80
1-JAN-2011	24.98	25.59	26.18	26.82	27.47
1-JAN-2012	25.67	26.29	26.90	27.56	28.23
1-JAN-2013	26.44	27.08	27.71	28.39	29.08
CLERK 4, GENERAL					
1-JAN-2010	26.14	26.78	27.53	28.20	28.99
1-JAN-2011	26.79	27.45	28.22	28.91	29.71
1-JAN-2012	27.53	28.20	29.00	29.71	30.53
1-JAN-2013	28.36	29.05	29.87	30.60	31.45

CLERK 4A, PENSION SERVICES ADMINISTRATOR

1-JAN-2010	27.24	27.99	28.80	29.57	30.47
1-JAN-2011	27.92	28.69	29.52	30.31	31.23
1-JAN-2012	28.69	29.48	30.33	31.14	32.09
1-JAN-2013	29.55	30.36	31.24	32.07	33.05

CLERK 5, GENERAL

1-JAN-2010	28.55	29.35	30.21	31.11	32.02
1-JAN-2011	29.26	30.08	30.97	31.89	32.82
1-JAN-2012	30.06	30.91	31.82	32.77	33.72
1-JAN-2013	30.96	31.84	32.77	33.75	34.73

CLERK 5A, ATYPICAL

1-JAN-2010	29.95	30.84	31.83	32.83	33.86
1-JAN-2011	30.70	31.61	32.63	33.65	34.71
1-JAN-2012	31.54	32.48	33.53	34.58	35.66
1-JAN-2013	32.49	33.45	34.54	35.62	36.73

CLERK 6, GENERAL

1-JAN-2010	31.31	32.34	33.40	34.52	35.64
1-JAN-2011	32.09	33.15	34.24	35.38	36.53
1-JAN-2012	32.97	34.06	35.18	36.35	37.53
1-JAN-2013	33.96	35.08	36.24	37.44	38.66

CLERK 6, ATYPICAL

1-JAN-2010	33.36	34.44	35.58	36.76	37.98
1-JAN-2011	34.19	35.30	36.47	37.68	38.93
1-JAN-2012	35.13	36.25	37.45	38.72	40.00
1-JAN-2013	36.18	37.34	38.57	39.88	41.20

CLERK 7, GENERAL

1-JAN-2010	35.40	36.54	37.74	39.00	40.28
1-JAN-2011	36.29	37.45	38.68	39.98	41.29
1-JAN-2012	37.29	38.48	39.74	41.08	42.43
1-JAN-2013	38.41	39.63	40.93	42.31	43.70

DATA ENTRY OPERATOR 2

1-JAN-2010	22.29	22.80	23.34	23.91	24.48	25.02
1-JAN-2011	22.85	23.37	23.92	24.51	25.09	25.65
1-JAN-2012	23.48	24.01	24.58	25.18	25.78	26.36
1-JAN-2013	24.18	24.73	25.32	25.94	26.55	27.15

DATA TECHNICIAN 2

1-JAN-2010	22.51	23.09	23.67	24.29	25.02
1-JAN-2011	23.07	23.67	24.26	24.90	25.65
1-JAN-2012	23.70	24.32	24.93	25.58	26.36
1-JAN-2013	24.41	25.05	25.68	26.35	27.15

DATA TECHNICIAN 3

1-JAN-2010	23.96	24.67	25.34	26.07	26.80
1-JAN-2011	24.56	25.29	25.97	26.72	27.47
1-JAN-2012	25.24	25.99	26.68	27.45	28.23
1-JAN-2013	26.00	26.77	27.48	28.27	29.08

DATA TECHNICIAN 4

1-JAN-2010	25.78	26.54	27.29	28.13	28.99
1-JAN-2011	26.42	27.20	27.97	28.83	29.71
1-JAN-2012	27.15	27.95	28.74	29.62	30.53
1-JAN-2013	27.96	28.79	29.60	30.51	31.45

DATA TECHNICIAN 5

1-JAN-2010	27.99	28.85	29.71	30.91	31.62
1-JAN-2011	28.69	29.57	30.45	31.68	32.41
1-JAN-2012	29.48	30.38	31.29	32.55	33.30
1-JAN-2013	30.36	31.29	32.23	33.53	34.30

DATA TECHNICIAN 5, ATYPICAL

1-JAN-2010	29.40	30.29	31.20	32.47	33.18
1-JAN-2011	30.14	31.05	31.98	33.28	34.01
1-JAN-2012	30.97	31.90	32.86	34.20	34.95
1-JAN-2013	31.90	32.86	33.85	35.23	36.00

DATA TECHNICIAN 6

1-JAN-2010	31.15	32.09	33.08	34.43	35.19
1-JAN-2011	31.93	32.89	33.91	35.29	36.07
1-JAN-2012	32.81	33.79	34.84	36.26	37.06
1-JAN-2013	33.79	34.80	35.89	37.35	38.17

INFORMATION OFFICER, 1

1-JAN-2010	30.66	31.54	32.53	33.54	34.55
1-JAN-2011	31.43	32.33	33.34	34.38	35.41
1-JAN-2012	32.29	33.22	34.26	35.33	36.38
1-JAN-2013	33.26	34.22	35.29	36.39	37.47

INFORMATION OFFICER, 1A

1-JAN-2010	33.97	34.93	35.99	37.07	38.20
1-JAN-2011	34.82	35.80	36.89	38.00	39.16
1-JAN-2012	35.78	36.78	37.90	39.05	40.24
1-JAN-2013	36.85	37.88	39.04	40.22	41.45

INFORMATION OFFICER, 2

1-JAN-2010	37.27	38.34	39.43	40.61	41.84
1-JAN-2011	38.20	39.30	40.42	41.63	42.89
1-JAN-2012	39.25	40.38	41.53	42.77	44.07
1-JAN-2013	40.43	41.59	42.78	44.05	45.39

INFORMATION OFFICER, 3

1-JAN-2010	38.15	39.84	41.52	43.34	45.17
1-JAN-2011	39.10	40.84	42.56	44.42	46.30
1-JAN-2012	40.18	41.96	43.73	45.64	47.57
1-JAN-2013	41.39	43.22	45.04	47.01	49.00

INFORMATION OFFICER, 4

1-JAN-2010	42.93	44.82	46.71	48.77	50.81
1-JAN-2011	44.00	45.94	47.88	49.99	52.08
1-JAN-2012	45.21	47.20	49.20	51.36	53.51
1-JAN-2013	46.57	48.62	50.68	52.90	55.12

SYSTEMS OFFICER (JUNIOR)

1-JAN-2010	25.02	26.50	28.16	29.96	31.41
1-JAN-2011	25.65	27.16	28.86	30.71	32.20
1-JAN-2012	26.36	27.91	29.65	31.55	33.09
1-JAN-2013	27.15	28.75	30.54	32.50	34.08

SYSTEMS OFFICER, 1

1-JAN-2010	31.41	32.37	33.44	34.49	35.62
1-JAN-2011	32.20	33.18	34.28	35.35	36.51
1-JAN-2012	33.09	34.09	35.22	36.32	37.51
1-JAN-2013	34.08	35.11	36.28	37.41	38.64

SYSTEMS OFFICER, 2

1-JAN-2010	35.08	36.27	37.49	39.08	40.73
1-JAN-2011	35.96	37.18	38.43	40.06	41.75
1-JAN-2012	36.95	38.20	39.49	41.16	42.90
1-JAN-2013	38.06	39.35	40.67	42.39	44.19

SYSTEMS OFFICER, 3

1-JAN-2010	39.30	40.76	42.76	44.69	46.84
1-JAN-2011	40.28	41.78	43.83	45.81	48.01
1-JAN-2012	41.39	42.93	45.04	47.07	49.33
1-JAN-2013	42.63	44.22	46.39	48.48	50.81

SYSTEMS OFFICER, 4

1-JAN-2010	44.81	46.60	48.47	50.41	52.42
1-JAN-2011	45.93	47.77	49.68	51.67	53.73
1-JAN-2012	47.19	49.08	51.05	53.09	55.21
1-JAN-2013	48.61	50.55	52.58	54.68	56.87

SALARY NOTES:

- A. An employee who occupies a Designated Position, as determined by the Board, which requires the use of a second language shall be paid a second language premium of 6% of salary earned plus overtime earned in a pay period. Such premium will be applied to the compensation rates as shown.
- B. Up to and including April 22, 2006, an employee who occupies a position designated as a presenter, as determined by the board, shall be paid a presenter

premium of 6% salary earned plus overtime earned in a pay period. Such premium will be applied to the compensation rates as shown.

- i) Effective May 29, 2006, an employee who occupies a position designated as a presenter on December 31, 2005, as determined by the Board, will receive in 2006, a presenter premium of 3% of salary earned plus overtime earned in a pay period and will receive \$400 for each presentation day in which s/he gave a single or multiple formal presentation(s) to external client(s). Such premium will be applied to the compensation rates as shown.
 - ii) Effective January 1, 2007, employees who are required to give formal presentations to external clients, as determined by the Board, will receive \$400 for each presentation day in which s/he gave a single or multiple formal presentation(s). The Employer shall give primary consideration to qualifications and ability to perform the required duties and presentations will be assigned on a rotational basis. The presenter premium is discontinued.
- C. 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: \$12/day Monday to Thursday, \$24/day on Friday, and \$50/day on Saturday and Sunday.
- D. 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 sixty (60) cents per hour for each hour worked outside the core hours. Such premium will be applied to the compensation rates shown above.

COMPENSATION

- Year one (2010)
 - 2.5% effective January 1, 2010
 - Bonus payable first pay in April, 2011
- Year two (2011)
 - 2.5% effective January 1, 2011
 - Bonus payable first pay in April, 2012
- Year three (2012)
 - 2.75% effective January 1, 2012
 - Bonus payable first pay in April, 2013
- Year four (2013)
 - 3% effective January 1, 2013
 - (Bonus time frame is outside the term of this agreement). Bonus payable first pay in April 2014.
 - Other compensation changes to be negotiated in the next agreement.

Performance Incentive

2010-2013	A	B	C
Member Services Incentive Bonus Range	Corporate Objectives 0% to 1%	QSI 0% to 1.5%	Individual Performance 0% to 4.5%
Investment Support Incentive Bonus Range	Corporate Objectives 0% to 1%	Total Fund 0% to 1.5%	Individual Performance 0% to 4.5%

Incentive Calculation:

Gross earnings (incl. O/T) X [A + B + C]

Corporate Objectives (A)

Each year, the Board approves a set of objectives for the following year. The Corporate Objective performance percentage ranges from 0 to 1.0% based on the Corporate Performance Factor as approved by the Board.

Corporate 2010-2013	0.0%	0.25%	0.5%	0.75%	1.0%
Corporate Factor	Up to 0.3	0.4 – 0.8	0.9 – 1.2	1.3 – 1.6	1.7 – 2.0

B. Corporate QSI targets (See below)
Total Fund targets expressed as a percentage instead of basis points (See below)

C. Overall Performance Ratings: Incentive Percentages:

Needs Development/Unacceptable	0.0%
Generally Meets	1.5%
Meets	2.5%
Significantly Meets	3.0%
Exceeds	3.5%
Significantly Exceeds	4.5%

The employer will provide an annual breakdown of the distribution of all bargaining unit members' overall performance ratings to the president of the union local by April 30th of each calendar year.

Corporate QSI (B*)

Member Services 2010-2013	0.0%	0.5%	1.0%	1.5%
Corporate QSI	< 7.50	7.50 – 8.49	8.50 – 8.99	9.00+

*Performance Incentive for all bargaining unit employees with the exception of those occupying positions designated as eligible for the Investment Support Incentive.

Total Fund Performance (B)**

Investment 2010-2013	0.0%	0.5%	0.75%	1.0%	1.5%
Percentages	-.16% or less	-.15% to .09%	.10% to .35%	.36% to .59%	.60% or more

Calculation:

Percentage = Annual Total Fund Rate of Return adjusted for Actual Expenses
MINUS
 Benchmark Rate of Return less .16%

****Eligible Positions (as at May 3, 2010)**

- Advisory Database Administrator - Investment IT
- Advisory Database Programmer Analyst - Investment IT
- Advisory Technical Analyst - Investment IT
- Associate Systems Analyst - Investment IT
- Business Productivity Analyst - Investment IT
- Database Administrator - Investment IT
- Information Architect - Investment IT
- Investment Services Administrator - Investment Finance
- Investment Services Analyst - Investment Finance
- Investment Services Specialist - Investment Finance

Investment Technical QA Analyst - Investment IT
IT Training Analyst - Investment IT
Junior Programmer - Investment IT
Knowledge Centre Assistant - Knowledge Centre
Knowledge Centre Coordinator - Knowledge Centre
Lead Operations Support Analyst - Investment IT
Network & Security Analyst - Investment IT
Operations Support Analyst - Investment IT
Programmer Analyst - Investment IT
Senior Business Productivity Analyst - Investment IT
Senior Database Administrator - Investment IT
Senior Database Programmer Analyst - Investment IT
Senior Investment Services Specialist - Investment
Finance
Senior Investment Technical QA Analyst - Investment IT
Senior Network & Security Analyst - Investment IT
Senior Programmer Analyst - Investment IT
Senior Programmer Analyst II - Investment IT
Senior Systems Analyst - Investment IT
Senior Technical Analyst - Investment IT
Systems Administrator - Investment IT
Systems Analyst - Investment IT
Technical Analyst - Investment IT
Network and Security Analyst - Investment IT

**Performance Incentive for those bargaining unit employees occupying positions designated as eligible for the Investment Support Incentive.

Bonuses are payable based on a percentage of the performance year's (prior year) employee's gross earnings. Employees must have gross earnings with the Board in the performance year and the payout year. Bargaining Unit employees who leave the Board's employ prior to the payout date shall have their bonus payment reduced by 1/12th for each full calendar month not worked prior to payout.

Notwithstanding the above, an employee who is laid off or retires on pension in the period January 1st to June 30th of a payout year and who had gross earnings in the performance year, will be bonus eligible.

APPENDIX B

MEMORANDUM OF AGREEMENT

BETWEEN

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

AND

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION, LOCAL 598
(HEREINAFTER REFERRED TO AS THE "UNION")**

This modified flex time agreement is made in accordance with Article 10.2 (Hours of Work) of the Collective Agreement and replaces the existing Appendix B – Memorandum of Agreement between the Board and the Union.

Except as amended by this modified flex time agreement all articles of the Collective Agreement apply to the employees covered hereunder.

ARTICLE 1 – EMPLOYEES AFFECTED

- 1.1 This agreement shall apply to all full-time, regular and full-time, contract employees of the Board, in the Bargaining Unit except for employees in departments where this Agreement would interfere with operational requirements.
- 1.2 Where operational requirements necessitate alternate scheduling of employees, the Board will discuss these arrangements with the Union.

ARTICLE 2 – HOURS OF WORK

- 2.1 Employees may elect to work on one of the following schedules:
- Option 1:** 5 days per week, provided thirty-seven and one quarter (37.25) hours are worked per week
 - Option 2:** 4 ½ days per week, provided thirty-seven and one quarter (37.25) hours are worked per week
 - Option 3:** 9 days in a two (2) week period provided seventy-four and one half (74.5) hours are worked in each two (2) week period.
- 2.2 i) notwithstanding Article 1.1 – Appendix B, all full-time, regular employees electing Option 1 or Option 3 may work within the hours of 7 a.m. to 11 p.m. Each working day (Monday through Friday) is subject to Article 2.1 –

- Appendix B. If Option 2 is chosen, the full-time, regular employee may work between the hours of 7 a.m. to 11 p.m. Monday through Thursday and 7 a.m. to 5:30 p.m. on Friday
- ii) notwithstanding Article 2.2 i) – Appendix B, full-time, regular employees regular scheduled work hours shall be within the core hours unless other arrangements are mutually agreed upon with her/his supervisor. An employee who made arrangements with her/his supervisor to work outside the core hours may, upon giving four (4) weeks notice in writing, negotiate a return to core hours work, provided that operational requirements are met.
 - iii) notwithstanding Article 1.1 – Appendix B, full-time, contract employees may be required to work outside the core hours.
- 2.3 Notwithstanding Article 2.2– Appendix B, the core hours shall be 7 a.m. to 5:30 p.m. with the exception of employees who elect Option 2. For Option 2 employees the core hours shall be 7 a.m. to 5:30 p.m. Monday through Thursday and 7 a.m. to 3 p.m. on Friday.
 - 2.4 Employees may elect to establish their own schedule, subject to Article 2.11 – Appendix B provided the hours of operation are met.
 - 2.5 Each employee, who is not otherwise absent from work due to vacation, sick leave or compensating time off shall be at work for at least four and one half (4½) or five (5) days per week or nine (9) days in each two (2) week period, depending on the Option selected.
 - 2.6 Notwithstanding Articles 2.2 – Appendix B through 2.5 – Appendix B, employees who are required to attend a workshop and/or a presentation on a Friday afternoon are not required to complete all of their scheduled hours on Friday in order to allow for flexibility in travelling to such a workshop and/or presentation.
 - 2.7 Notwithstanding Article 11 (Rest Periods) of the Collective Agreement, employees that elect Option 2 are entitled to a single rest period of fifteen minutes during regular hours of work on Friday mornings.
 - 2.8 Lunch periods shall be a minimum of one half (½) hour duration and are without pay.
 - 2.9 For employees electing Option 2 or 3, if the time off falls on a statutory holiday, the employee will be entitled to equivalent alternate time off. The alternate time off must be approved in advance by the supervisor.
 - 2.10 Employees wishing to change their schedule must convey their intent to their supervisor, in writing, at least two (2) weeks in advance of the date proposed for such a change.

- 2.11 Employees and their supervisors will negotiate the schedule and the supervisors will consider and approve the requests in view of operational requirements and the employee's seniority.

ARTICLE 3 – OVERTIME

- 3.1 Authorized periods of work in excess of the approved working periods between Monday and Friday, as specified in Article 2.1 – Appendix B, will be compensated for in accordance with Article 12 of the Collective Agreement for regular, full-time employees and Article 51.1 for full-time, contract employees.
- 3.2 Notwithstanding, Article 3.1 – Appendix B, if due to operational requirements, an employee is required to work during scheduled "time off" the employee, where mutually agreed with her/his supervisor, may receive equivalent time off in lieu of overtime pay.
- 3.3 Employees are not able to accumulate their "time off" except under exceptional situations approved in advance by the supervisor.
- 3.4 Where an employee works on a holiday specified in Article 14 (Holiday Payment) of the Collective Agreement, the employee may elect payment or compensating leave under Article 14.3.

ARTICLE 4 – SHORT TERM ILLNESS PLAN

- 4.1 Employees shall be entitled to Short Term Illness Plan credits as per respective Articles of this Agreement. Time absent due to illness or injury shall be calculated in accordance with Article 39 or Article 55 as applicable.
- 4.2 Where an employee is ill the employee will be deducted the time used, however, if the employee is absent for a full day the employee will be deducted the number of hours that were scheduled (minimum of seven and one-quarter (7.25) hours per day with the exception of Friday a minimum of four and one-quarter (4.25) hours for employees who elect Option 2.)
- 4.3 Employees may exercise their option under section 39.6 of Article 39 (Short Term Illness Plan) of the Collective Agreement by deducting twenty-five percent (25%) of the hours of absences under this section from accumulated vacation or attendance credits, rounded to the nearest one quarter ($\frac{1}{4}$) hour.

For example, for an absent employee with a regularly scheduled eight hour work day, deduct 25% of 8 hours = 2 hours. If off on a $4\frac{1}{4}$ hour day, deduct 25% of $4\frac{1}{4}$ hours = 1 hour

ARTICLE 5 – VACATION CREDITS

- 5.1 Vacation credits and deduction there from will be calculated on an hourly basis
- 5.2 Where an employee is on vacation, the employee will be deducted the time used, however, if the employee is absent for a full day the employee will be deducted the number of hours that were scheduled (minimum of 7.25 hours per day with the exception of Friday, a minimum of 4.25 hours, for employees who elect Option 2).

ARTICLE 6 – TERM

- 6.1 This Agreement will be effective from the date of its signing and will remain in effect for the life of the current Collective Agreement.
- 6.2 Notwithstanding Article 6.1 – Appendix B, either party, upon written sixty (60) days notice to the other party, may terminate this Agreement.

ARTICLE 7 – OTHER

- 7.1 Notwithstanding all Articles contained in this Memorandum of Agreement, an employee working under any of the flextime options will not be entitled to any greater or lesser remuneration and/or benefit than an employee working normal hours under Article 10 of the Collective Agreement.

APPENDIX C



MEDICAL CERTIFICATE

**HUMAN RESOURCES
FAX (416) 730-5346**

EMPLOYEE NAME: _____

PROGNOSIS:

MEDICAL RESTRICTIONS, IF ANY: *(please list)*

ACCOMMODATION REQUIRED, IF ANY: *(please list)*

DATE OF EXPECTED RETURN TO FULL DUTIES:
Date:

<i>Physician's Name (Print)</i>	
<i>Address</i>	<i>Telephone Number</i>
<i>Signature</i>	<i>Date</i>

APPENDIX D

MEMORANDUM OF AGREEMENT

BETWEEN

OPSEU and its LOCAL 598
(hereinafter referred to as 'the Union')

AND

ONTARIO TEACHERS' PENSION PLAN BOARD
(hereinafter referred to as 'the Employer')

It is understood and agreed between the Employer and the Union that designated night shift positions may be scheduled outside of the core hours, as required. This agreement is restricted to newly created positions, and those positions that are currently in existence as night shift positions as of the date of its signing.

This memorandum of agreement may be terminated upon sixty (60) days written notice by either party.

APPENDIX F

CURRENT LIST OF LIBERALIZATIONS* UNDER THE SUPPLEMENTARY HEALTH & HOSPITAL INSURANCE PLAN AS OF MAY 1, 2003

Notes:

- a) Reimbursement is for 100% of eligible expense (or standard market price) unless otherwise indicated
- b) Services, supplies, appliances and prosthetic devices if prescribed by a physician or surgeon

*items not presently set out or detailed in employee benefits guides or group policies

1. 90% of the cost of injectable drugs when administered by a physician and for which no reasonable non-injectable alternative is available, and supplies to administer them – syringes, etc. (letter to carriers May 12, 1986)
2. Radio-active materials
3. Blood, blood products and their transfusion
4. Splints (excluding dental splints), trusses, canes (including quad canes), walkers, crutches and casts
5. Orthotic appliances, if prescribed by a podiatrist, a chiropractor or by a physician, provided they are specifically designed and constructed for the employee or dependant. These should be reimbursed at 100% to a maximum of three per calendar year. (Letter dated September 30, 1991).

NOTE: (Orthotic Coverage Update – May 2003) Coverage for some employees and retiree groups is now limited to one pair or repair per year to a maximum cost of \$500 per purchase or repair, as a result of Collective Bargaining.

6. Braces with rigid supports including lumbar supports
7. Four pairs of Four sides of Jobst support hose or other elastic support hose per calendar year (letter to carriers dated December 13, 1990)
8. Jobst burn garments when prescribed for burn treatment

9. Orthopaedic shoes if an integral part of a brace
10. Dennis Browns: night boots or Bebax bootees
11. Corrective straight and reverse last boots (letter to carriers dated June 21, 1991)
12. 6 pairs of stump socks per calendar year
13. Cervical collars
14. Colostomy apparatus, ileostomy apparatus and catheters
15. Intermittent positive pressure breathing machines
16. Aerosol equipment, mist tents and nebulizers for cystic fibrosis, acute emphysema, chronic obstructive bronchitis, or chronic asthma
17. Iron lung (rental only)
18. 90% of the cost of insulin (paid as a drug); insulin syringe, clinitest or similar home chemical testing supplies for diabetics, and supplies for blood glucose monitoring machines and blood letting devices, including strips used to measure blood sugar; Medijectors, Prec-Jets, infusion pumps – 50% of the cost to a maximum of \$1,000 (letter to carriers dated February 21, 1992); dosage computer – ineligible for payment (letter to carriers dated May 23, 1986)
19. Blood glucose monitoring machines and blood-letting devices for diabetics, provided that benefits for these expenses shall not exceed \$300 during the entire period the employee is insured in respect of such person
20. Artificial eyes, including repairs
21. Eye glasses and/or contact lenses following cataract surgery up to a maximum benefits of \$50 per eye per instance of such surgery (in addition to allowance provided under the Vision Care and Hearing Aid benefit
22. Hearing Aids for dependent children 10 years of age and under
23. Artificial limbs, including myoelectrical limbs and repair or replacement of same
24. 50% of the cost of transcutaneous nerve stimulator (TNS) and 100% of all supplies (letter to carriers April 1, 1986) up to a maximum benefit of \$500 during

the entire period the employee is insured in respect of the person who requires the device, plus 100% of electrode replacement costs

25. Muscle Stimulators (e.g. POWERSTIM) when prescribed for treatment of a medical condition – 50% of costs to a maximum of \$500 (December, 1985)
26. Intra-uterine devices, diaphragms; and 90% of the cost of prescribed oral contraceptives – paid as a drug
27. Two (2) wigs per calendar year, following chemotherapy/alopecia areata, alopecia genetica, alopecia totalis, up to a maximum benefit of \$100 per wig (letter to carriers November 28, 1991)
28. Urinal tops and bottoms, plastic gloves, gauze, lubricating oils and jellies for paraplegics
29. 25% of the cost for apnea monitors for infants who are considered to be at risk from Sudden Infant Death Syndrome, provided it is approved under the Assistive Devices Program which will pick up 75% of the cost
30. Touch Vacuum Constrictor for impotence to a maximum of \$500, one claim per lifetime (letter to carriers September 30, 1991)
31. Hydrocolloidal Dressings (e.g. DUODERM) – as a result of an appeal before the Joint Insurance Benefits Review Committee on May 25, 1994. Effective May 25, 1994 (letter to carriers dated May 30, 1994)
32. Contraceptive implants – NORPLANT or other similar types of birth control devices (effective October 21, 1994)
33. Synvisc injections – visco elastic joint fluid supplement (effective February 20, 1995)
34. Microspirometer device effective April 2001 (letter to carriers dated April 9, 2001)
35. PSA Tests: effective January 1, 2001 – reimburse claims up to the reasonable and customary amount charged for the service (letter to carriers dated February 21, 2001)

CLF/HRM – Human Resources Strategy & Policy Division
Benefits Policy Section