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# **Collective Agreement**

**Between**

**Teachers' Pension Plan Board  
and**

**Ontario Public Service  
Employees Union  
and its Local 598**

**January 1, 1990 to December 31, 1991**

COLLECTIVE 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")

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THIS AGREEMENT MADE ON THE 10TH DAY OF OCTOBER 1990

BETWEEN

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

AND

THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION, 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.
2. It is understood that the provisions of this Agreement apply equally to male and female employees.

The parties, therefore, agree as follows:

#### ARTICLE 1 - RECOGNITION

- 1.1 In accordance with the Crown Employees Collective Bargaining Act, the Ontario Public Service Employees Union is recognized as the exclusive collective bargaining agent for all employees of the Ontario Teachers' Pension Plan Board other than persons who are not employees within the meaning of clause f of subsection 1 of section 1 of the Crown Employees Collective Bargaining Act.

#### ARTICLE 2 - DEFINITIONS

- 2.1 For the purpose of this Agreement,
  - (a) "Employer" means the Ontario Teachers' Pension Plan Board or its duly appointed officials;
  - (b) "contract employee" means an "employee" appointed to a contract position with the Board as per Article 47.

- (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) "Director" means the director of a Division 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 under Section 1(1)(f) of the Crown Employees Collective Bargaining Act;
- (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 week as set out in the Hours of Work Schedule for the class of the equivalent full-time regular position;
- (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 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.

#### PART A - WORKING CONDITIONS

### ARTICLE 3 - APPLICATION OF PART A

- 3.1 The working conditions described in Articles 3 to 30 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.
- 3.2 The Employer agrees that there shall be no discrimination against any employee because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, age, sexual orientation, marital status, family status or handicap.

**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 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 - JOINT CONSULTATION COMMITTEE**

- 5.1        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.
- 5.2        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.
- 5.3        The committee shall meet not more frequently than once every three (3) months at a mutually agreed upon time. Notwithstanding the foregoing, where there is mutual agreement, the committee may meet more frequently at the request of the chief representative of either party.
- 5.4        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 6 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

- 6.1 When a vacancy occurs in the bargaining unit for a full-time regular position or a new full-time regular position is created in the bargaining unit, a notice of vacancy shall be posted for at least five (5) working days prior to the established closing date. "Posting" includes placing a notice on a bulletin board and may or may not include advertisement in a newspaper.
- 6.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, and the hours of work schedule as set out in Article 9 (Hours of Work).
- 6.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, length of continuous service shall be a consideration.
- 6.4 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, provided that the time off does not unduly interfere with operating requirements.

## ARTICLE 7 - PAY ADMINISTRATION

- 7.1 Except as provided in sections 7.3, 7.4 or 7.5, 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.
- 7.2.1 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.
- 7.2.2 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:
- where such a change results in an increase of less than three percent (3%), s/he shall receive the next higher salary rate again;
  - a promotional increase shall not result in the employee's new salary rate exceeding the maximum of the new salary range except where permitted by salary note.
- 7.2.3. Where an employee:
- (a) at a maximum rate of a salary range is promoted, a new anniversary date is established based upon the date of promotion;
  - (b) at a rate less than the maximum in the salary range is promoted and receives a promotional increase:
    - greater than a one-step increase, a new anniversary date based on the date of promotion is established;
    - of one step or less, the existing anniversary date is retained.

- 7.3(a) Where the duties of an employee are changed as a result of reorganization or reassignment of duties and the position is reclassified to a class with a lower maximum salary, or where the position is reassessed and reclassified to a class with a lower maximum salary, an employee who occupies the position when the reclassification is made shall be entitled to salary protection such that s/he shall continue to be entitled to be paid the rate of pay which the employee was receiving on the last day worked prior to the reclassification, including any retroactive salary adjustment with an effective date prior to the reclassification.
- 7.3(b) An employee to whom Section 7.3(a) applies, is entitled to be appointed to the first vacant position in her/his former class that occurs within the bargaining unit provided the employee is qualified for and is capable of performing the duties of the vacant position.
- 7.4.1 Where, because of the abolition of a position, 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.
- 7.4.2 Sub-section 7.4.1 applies only where there is no position the employee is qualified for, and that s/he may be assigned to , and that is:
- (a) in the same class that applied to the employee's position before the position was abolished, or
  - (b) in a class having the same maximum salary rate as the maximum salary rate of the class that applied to the employee's position before the position was abolished.
- 7.5 Where, for reasons of health, an employee is assigned to a position in a class having a lower maximum salary, s/he shall not receive any salary progression or salary decrease for a period of six (6) months after her/his assignment, and if at the end of that period, s/he is unable to accept employment in her/his former 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 in accordance with section 7.6.
- 7.6 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.
- 7.7 Where an employee is assigned to a position pursuant to sections 7.4, 7.5, or 7.6, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply.

- 7.8 Where a new class has been created in the bargaining unit or an existing class 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. If the Union does not accept the salary range so established, it shall notify the Board in writing within 30 (thirty) days of receipt of the written notification from the Board to the Union. The parties will meet within 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 8 - TEMPORARY ASSIGNMENTS

- 8.1.1 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 in accordance with the next higher rate in 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.
- 8.1.2 Notwithstanding 8.1.1., acting pay shall not exceed the maximum of the salary range of the higher class except where permitted by salary note.
- 8.2 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 not 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.
- 8.3 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.
- 8.4 This Article shall not apply to temporary assignments where the employee is temporarily assigned to perform the duties and responsibilities of another employee who is on vacation.
- 8.5 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.
- 8.6.1 Where an employee is assigned temporarily to a position, Article 6 (Posting and Filling of Vacancies or New Positions) shall not apply except where:
- (i) the term of a temporary assignment is greater than ten (10) months' duration, and

- 8.6.1 (ii) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.
- 8.6.2 Except as provided in 8.6.1, 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 9 - HOURS OF WORK

### 9.1 Schedule A - Office/Clerical Positions

The normal hours of work for employees in office and clerical positions in the following classes:

Clerk 2, 3, 4, 5, 6 General  
Clerk 2, 3 Filing  
Clerk 2, 3 Mail  
Clerk 2, Supply  
Data Entry Operator 2  
Data Processing Technician 2, 3, 4, 5  
Helper Food Services  
Purchasing Officer 1  
Operator, Copy Machine  
Microfilm Operator 2  
Receptionist  
Operator 1, Telephone Switchboard  
Secretary 4  
Typist 3, Word Processing  
Building Caretaker  
Translator 2

shall be thirty-six and one quarter (36 1/4) hours per week and seven and one quarter hours per day.

### 9.2 Schedule B - Operational Positions

The normal hours of work for employees in operational positions shall be forty (40) hours per week and eight (8) hours per day.

### 9.3 Schedule C - Administrative Positions

The normal hours of work for employees in administrative positions in the following classes:

Junior Systems Officer  
Systems Officer 1, 2, 3  
Information Officer 2

Shall vary in accordance with the requirements of the position but shall not be less than thirty-six and one quarter (36 1/4) hours per week.

- 9.4 Where the Employer intends to transfer a position or positions from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer.

- 9.5 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.

- 9.6 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and her/his supervisor.

#### ARTICLE 10 - REST PERIODS

- 10.1 Rest periods shall be of fifteen (15) minutes duration in each half of a working day.

#### ARTICLE 11 - OVERTIME

- 11.1 The overtime rate for the purpose of this Agreement shall be one and one half (1 1/2) times the employee's basic hourly rate.
- 11.2 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.
- 11.3.1 Employees in Schedule A and B who perform authorized work in excess of seven and one quarter (7 1/4) or eight (8) hours as applicable, shall be paid at the overtime rate.
- 11.3.2 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.
- 11.4 Employees who are in classes assigned to Schedule C and who are required to work on a day off shall receive equivalent time off.
- 11.5 An employee who continues to work more than two (2) hours immediately following her/his scheduled hours of work, without receiving notification of the requirement to work such hours prior to the end of the previous scheduled working day, shall be reimbursed for the cost of one (1) meal to Six Dollars (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis. A reasonable time with pay will be allowed the employee for the meal break either at or adjacent to her/his place of work.

#### ARTICLE 12 - HEALTH AND SAFETY

- 12.1 The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- 12.2 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 13 - VIDEO DISPLAY TERMINALS**

- 13.1 At the beginning of assignment to a VDT and annually thereafter, a VDT operator who is regularly required to operate a VDT for two (2) hours or more per day shall be required to undergo an eye examination by an optometrist who is qualified to conduct the following tests:
- (a) unaided visual acuity (letter chart test)
  - (b) refractive findings
  - (c) corrected visual acuity
  - (d) amplitude accommodation
  - (e) suppression
  - (f) muscle balance (near, one metre, distant)
  - (g) slit lamp biomicroscopy

The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer, and the VDT operator shall authorize release of a copy of the examination report to the Employer.

- 13.2 After each hour of continuous operation of a VDT, a VDT operator shall be relieved of such duties for a period of ten (10) minutes.
- 13.3.1 A pregnant VDT operator may request reassignment from VDT duties for the remainder of her pregnancy by forwarding a written request to the Employer together with a certificate from a legally qualified medical practitioner certifying that she is pregnant.
- 13.3.2 Upon receipt of the written request specified in 13.3.1, the Employer shall, where possible, assign the employee to a vacancy in the bargaining unit, provided that she is able and qualified to perform the required duties and the maximum salary rate of the vacancy is not greater than the maximum salary rate of the class of her position. Where more than one such vacancy is available, the Employer shall assign the employee to the vacancy with the highest maximum salary rate. The assignment of a surplus employee to a vacancy, in accordance with Article 20 (Job Security), shall have priority over an assignment under this section.
- 13.3.3 Where an employee is assigned to a vacancy in accordance with this section, the provisions of Articles 6 (Posting and Filling of Vacancies or New Positions) shall have no application.
- 13.3.4 Where an employee is assigned, under 13.3.2, to a position in a class with a lower maximum salary rate than the maximum salary rate of the class of her position, she shall be paid at a rate within the salary range of the class of the position to which she has been assigned under 13.3.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.

- 13.3.5 Where it is not possible to assign an employee in accordance with 13.3.2 the employee shall, upon written request, be granted a leave of absence without pay to cover the period preceding the date on which she would be entitled to commence maternity leave of absence in accordance with Article 40 (Maternity Leave).
- 13.3.6 An employee who does not accept an assignment made in accordance with 13.3.2 may elect either to continue work in her original position or request leave of absence in accordance with 13.3.5.

#### 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  | Good Friday      |
| Easter Monday   | Victoria Day     |
| Canada Day  | Civic Holiday    |
| Labour Day  | Thanksgiving Day |
| Remembrance Day   | Christmas Day    |
| Boxing Day  |                  |
| Any special holiday as proclaimed by the Governor General or Lieutenant-Governor. |                  |
- 14.2.1 When a holiday specified in Section 14.1 falls on a Saturday or Sunday or when any two of them fall on a successive Saturday and Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday the next regular working day thereafter is in lieu thereof a holiday.
- 14.2.2 When an employee's regular shift includes work on a Sunday and a holiday specified in Section 14.1 falls on a Monday, the previous normal working day may, by mutual agreement, be deemed to be the holiday in lieu thereof, for the purpose of this Agreement.
- 14.3 Employees in positions in a class included in Schedule A or B (Article 9 - Hours of Work) who work on a holiday included in Section 14.1 shall be paid at the rate of two (2) times the basic hourly rate for all hours worked or where mutually agreed, may receive equivalent time 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 Employees in positions in a class included in Schedule C (Article 9 - Hours of Work) who work on a holiday included in Section 14.1, shall receive equivalent time off.
- 14.5 An employee who is scheduled to work on a holiday included in Section 14.1 and who does not work on the holiday shall be deemed to have had the holiday.

#### 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 Southern Ontario is defined as the area south of the following boundary line:

Border of the State of Minnesota and Ontario easterly along the northern shores of Lake Superior and Lake Huron (inclusive of such islands as Manitoulin) to the French River; French River to Lake Nipissing; Lake Nipissing easterly to Highway 17, Highway 17 to Mattawa.

- 16.2 Northern Ontario is defined as the area north of the boundary lines included in Section 16.1.

- 16.3 If an employee is authorized to use her/his own automobile on the Employer's business the following rates shall be paid effective January 1, 1989:

<u>Kilometres Driven</u>	<u>Southern Ontario</u>	<u>Northern Ontario</u>
0 - 4,000 km	29.0¢/km	29.5¢/km
4,001 - 10,700 km	24.5¢/km	25.0¢/km
10,701 - 24,000 km	21.0¢/km	21.5¢/km
over 24,000 km	17.5¢/km	18.0¢/km

- 16.4 Kilometres are accumulated on the basis of a fiscal year (January 1 to December 31, inclusive).

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

#### ARTICLE 17 - TIME CREDITS WHILE TRAVELLING

- 17.1 Employees shall be credited with all time spent in travelling outside of working hours when authorized by the Employer.

- 17.2 When travel is by public carrier, time will be credited from one (1) hour before the scheduled time of departure of the carrier until one (1) hour after the actual arrival of the carrier at the destination.

- 17.3 When travel is by automobile and the employee travels directly from her/his home or place of employment, time will be credited from the assigned hour of departure until s/he reaches her/his destination and from the assigned hour of departure from the destination until s/he reaches her/his home or place of employment.

- 17.4 When sleeping accommodation is provided, the hours between eleven (11.00) p.m. and the regular starting time of the employee shall not be credited.

- 17.5 When an employee is required to travel on her/his regular day off or a holiday listed in Article 14 (Holidays), s/he shall be credited with a minimum of four (4) hours.



- 17.6 All travelling time shall be paid at the employee's basic hourly rate or, where mutually agreed, by compensating leave.

#### 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 travelling 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 Gratuities and taxes are to be included in the actual cost of meals claimed. Claims must be accompanied by receipts.
- 18.3 The total cost of meals for each day is to be shown.
- 18.4 Before approving claims for meals, the department manager should be satisfied that the charges are reasonable for the locality.
- 18.5 When an employee is authorized to pay meal expenses for guests and the group also includes other employees of the Employer, s/he may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.
- 18.6 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

#### ARTICLE 19 - TERMINATION OF EMPLOYMENT

- 19.1 Any employee who is absent from duty without official leave for a period of ten (10) 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 organization.
- 20.2 Where a lay-off may occur by reason of shortage of work or funds or the abolition of a position, or other material change in the organization, 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.
- 20.3 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 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 vacancy which is in the same class or position as the employee's class or position;
  - a vacancy in a class or position in which the employee has served during her/his current term of continuous service; or
  - another vacancy.
- 20.5 Where an employee is assigned to a vacancy in accordance with Section 20.4, Section 7.4 of Article 7 (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 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 class 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;

- 20.7.1 b) if no employee in the same class has less seniority than the surplus employee, the Employer will review the classes below the class of the surplus employee, in the same class series in descending order until a class is found in which an employee with the least seniority in the class 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 class is found in which an employee with the least seniority in the class, 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 the surplus employee's current class and Section 7.4 of Article 7 (Pay Administration) shall not apply.
- 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 in advance of her/his date 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 20.7, s/he shall be laid off.
- 20.10 An employee who is displaced by an employee exercising her/his right under Section 20.7 shall be declared surplus and the provisions of Article 20 shall apply.
- 20.11 An employee shall receive a notice of lay-off or pay in lieu thereof as follows:
- (a) two (2) weeks' notice if her/his period of employment is less than five (5) years;

- 20.11 (b) six (6) weeks' notice if her/his period of employment is five (5) years or more but less than ten (10) years; and
- (c) twelve (12) weeks' notice if her/his period of employment is ten (10) years or more, with copies of such 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 surplus employees or appoint persons in accordance with this Article, the provisions of Article 6 (Posting and Filling of Vacancies or New Positions) 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 Where it is necessary to release an employee who has completed her/his probationary period because of the introduction of the technological change in equipment or methods of operation, at least three (3) months' notice in advance of the change shall be given to the employee affected and to the Union.
- 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.

#### ARTICLE 21 - SENIORITY (LENGTH OF CONTINUOUS SERVICE)

- 21.1 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.
- 21.2 Where an employee has been released 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;

- 21.3 (b) leave of absence under the Public Service Act, s.12(5);
- (c) when s/he is receiving benefits under the Long Term Income Protection plan (Article 38); or
- (d) after the first six (6) months that s/he is receiving benefits pursuant to an award under the Workers' Compensation 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 ten (10) 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.
- 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-five (25) 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, it may be processed within an additional ten (10) days in the following manner:
- STAGE ONE
- 22.3.1 The employee may file a grievance in writing with her/his supervisor specifying the nature of the grievance. The supervisor shall give the grievor her/his decision in writing within seven (7) days of the submission of the grievance.

**STAGE TWO**

- 22.3.2 If the grievance is not resolved under Stage One, the employee may submit the grievance to her/his Director 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 Director within seven (7) days of the date that the supervisor was required to give her/his decision in writing in accordance with Stage One.
- 22.3.3 The Director 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 and represented by an employee representative or a Union Steward at each stage of the grievance procedure, including pre-hearings, 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 is authorized to represent the grievor at meetings at Stage One and Two of the grievance procedure shall be given time off with no loss of pay and no loss of credits to attend such meetings.
- 22.4.4 The Union shall notify the Employer in writing of the names of Union Stewards, and shall promptly notify the Employer in writing of any changes in these names.
- 22.5 If the grievor is not satisfied with the decision of her/his Director or if s/he does not receive the decision within the specified time the grievor may apply to the Grievance Settlement Board for a hearing of the grievance within fifteen (15) days of the date s/he received the decision or within fifteen (15) days of the specified time limit for receiving the decision.
- 22.6 An employee who is a grievor or complainant and who makes application for a hearing before the Grievance Settlement Board or the Public Service Labour Relations Tribunal shall be allowed leave-of-absence with no loss of pay and with no loss of credits, if required to be in attendance by the Board or Tribunal.
- LAYOFF**
- 22.7 Where an employee files a grievance claiming improper layoff and the grievance is referred to the Grievance Settlement Board in accordance with Section 22.5, the Union shall notify the Employer, in writing, at least three (3) weeks prior to the date established for the Board's hearing, of the title and location of the position which will be the subject matter of the claim before the Board.

**RELEASE DURING PROBATION**

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

**DISMISSAL**

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

**CLASSIFICATION**

- 22.10.1 An employee who alleges that her/his position is improperly classified may discuss her/his claim with her/his immediate supervisor at any time, provided that such discussions 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 Section 22.10.1, the authority of the Grievance Settlement 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 Grievance Settlement 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 the Grievance Settlement Board.

**UNION GRIEVANCE**

- 22.11 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.

**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 The Grievance Settlement Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

**SEXUAL HARASSMENT**

- 22.16.1 All employees covered by this Agreement have a right to freedom from 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 comment 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 Section 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 procedure of the Employer, the time limits for the processing of the complaint or grievance under Article 22 shall be suspended until the employee is given notice in writing of the results of the investigation.



- 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 the Grievance Settlement 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, the Grievance Settlement 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 - LEAVE - UNION ACTIVITIES

- 23.1 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.
- 23.2.1 Leave-of-absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations, mediation or arbitration, provided that not more than three (3) employees at any one time shall be permitted such leave for any one set of negotiations.
- 23.2.2 Members of the Union granted leaves-of-absence under sub-section 23.2.1 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.
- 23.3.1 Upon at least fourteen (14) days prior written notice by the Union, 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 the Union, for the purpose of conducting the internal business affairs of the Union.
- 23.3.2 The Union will notify the Employer in writing of the name and location of such employees, immediately following their election.

- 23.3.3 The Union shall reimburse the Employer for such leave in the manner set out in Section 23.4.2.
- 23.4.1 When an employee is elected as the Union's President or First Vice-President, the Union will, immediately following such election, advise the Employer of the name of the employee so elected. Leave-of-absence with pay shall be granted from the employee's place of employment for the duration of the current term of office.
- 23.4.2 The Union 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 Public Service Pension Plan and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of attendance credits accumulated during the leave-of-absence. The Union will make the Employer's contribution for Unemployment Insurance.
- 23.4.3 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.
- 23.5 An employee shall discuss any leaves requested under this Article with her/his supervisor at the earliest opportunity.
- 23.6 All written requests for leave-of-absence under Article 23 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.

#### **ARTICLE 24 - LEAVE WITHOUT PAY**

- 24.1 Leave-of-absence without pay and without the accumulation of credits may be granted to an employee by the Employer.

#### **ARTICLE 25 - LEAVE/COURT PROCEEDING**

- 25.1 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;

- 25.1 (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 26 - LEAVE/MILITARY SERVICE

- 26.1 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 27 - SPECIAL AND COMPASSIONATE LEAVE

- 27.1 A leave-of-absence with pay may be granted for not more than three (3) days in a year upon special or compassionate grounds.
- 27.2 The granting of leave under this Article shall not be dependent upon or charged against accumulated credits.

#### ARTICLE 28 - LEAVE CREDITS REPORT

- 28.1 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.

#### ARTICLE 29 - INFORMATION TO NEW EMPLOYEES

- 29.1 A newly hired employee shall be informed in writing whether her/his position is within the bargaining unit, the name and address of the bargaining agent and the name and work location of the local union steward which shall be provided as per subsection 22.4.4 of Article 22 (Grievance Procedure).
- 29.2 The Employer shall make sufficient copies of the Collective Agreement available to ensure that all employees have access to it.

#### ARTICLE 30 - CHANGE OF ADDRESS

- 30.1 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 31 - APPLICATION OF PART B, EMPLOYEE BENEFITS**

- 31.1 The benefits described in Articles 32 to 44 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 32 - INSURED BENEFITS PLANS/GENERAL**

**COMMENCEMENT OF COVERAGE**

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

**COVERAGE DURING LEAVE-OF-ABSENCE WITHOUT PAY**

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

**DAYS OF GRACE**

- 32.3 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.

- 32.4.1 Where an employee has a complaint that s/he has been denied benefits pursuant to the insured benefit plans specified in Articles 33, 34, 35, 36 and 38, s/he shall first discuss the complaint with the benefits administrator of the Employer within twenty (20) days of first becoming aware of the complaint.

- 32.4.2(a) If the complaint is not satisfactorily resolved by the benefits administrator of the Employer within seven (7) days of the discussion, the employee may refer the complaint, in writing, to the Joint Consultation Committee within an additional ten (10) days.

- (b) Any referral to the Joint Consultation Committee under 32.4.2(a) shall include a Release of Information Form (Appendix C) completed, signed and dated by the employee.

- (c) The Joint Consultation Committee shall consider and attempt to resolve the complaint with the insurance company within sixty (60) days of receipt of the complaint.

- (d) If the complaint is not satisfactorily resolved under 32.4.2 (c) it may be referred to Article 22.5 as prescribed.

- 32.4.2(e) It is understood that any claim and/or remedy shall be subject to the terms of the Master Insurance Policy of the insurance carrier.

#### ARTICLE 33 - BASIC LIFE INSURANCE

- 33.1 The Employer shall pay one hundred percent (100%) of the monthly premium of the basic life insurance plan.
- 33.2 The basic life insurance plan shall provide:
- (a) coverage equal to seventy-five percent (75%) of annual salary or ten thousand dollars (\$10,000), whichever is greater;
  - (b) where an employee is continuously disabled for a period exceeding six (6) months, the Employer will continue to pay monthly premiums on behalf of the employee until the earliest of recovery, death, or the end of the month in which the employee reaches age sixty-five (65). Any premiums paid by the employee for this coverage between the date of disability and the date this provision comes into force shall be refunded to the employee.
  - (c) a conversion option for terminating employees to be obtained without evidence of insurability and providing coverage up to the amount for which the employee was insured prior to termination (less the amount of coverage provided by the Employer in the case of retirement). The premium of such policy shall be at the current rates of the insuring company. Application must be made within thirty-one (31) days of the date of termination of insurance. The Employer will advise terminating employees of this conversion privilege. The minimum amount that may be converted is two thousand dollars (\$2,000).
- The conversion options shall be:
- 1. Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the insuring company.
  - 2. A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in 1. above.
  - 3. A term to age sixty-five (65) insurance plan.
- 33.3 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).

- 33.4 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 34 - SUPPLEMENTARY AND DEPENDENT LIFE INSURANCE

- 34.1 (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 33.2(c) of Article 33 (Basic Life Insurance).
- 34.2 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.

- 34.3 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 34.1(b)(1) above.
- 34.4
- (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 dollars (\$500) on each dependent child, or two thousand dollars (\$2,000) on the employee's spouse and/or one thousand dollars (\$1,000) on each dependent child. The employee pays the full premium for this coverage.
  - (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 and 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.
- 34.5 An employee may elect to purchase Supplementary or Dependent Life Insurance without evidence of insurability within thirty-one (31) days of:
- appointment as a full time regular employee
  - marriage, or
  - birth or adoption of the employee's child.

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

#### ARTICLE 35 - SUPPLEMENTARY HEALTH AND HOSPITAL INSURANCE

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

35.2

Effective January 1, 1990, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines, one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of fifty dollars (\$50) per day over and above the cost of standard ward care, and one hundred percent (100%) of the cost for the following services:

- (a) Charges for accommodation, for employees 65 and over, in a licenced 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 licenced 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 dependents, provided such registered nursing service is approved by a licenced physician or surgeon as being necessary to the employee's health care;
- (d) Charges for the services of a chiropractor, osteopath, naturopath, podiatrist, physiotherapist, speech therapist, and masseur (if licenced and practicing within the scope of their licence), to a maximum of twelve dollars (\$12) per visit for each visit not subsidized by O.H.I.P.;
- (e) Charges for the services of a psychologist up to sixteen dollars (\$16) per half-hour for individual psychotherapy and/or testing and twelve dollars (\$12) per visit for all other visits;
- (f) Artificial limbs and eyes, crutches, splints, casts, trusses and braces; reimbursement of 75% of the cost of specially modified shoes (factory custom) ready made, off the shelf with a limit of three (3) pairs per calendar year if medically necessary and prescribed by a licensed physician; corrective shoe inserts, if medically necessary and prescribed, up to a limit of three (3) pairs 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);



- 35.2
- (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) Charges for services of physicians, surgeons and specialists legally licenced to practise medicine which, when provided 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.
- 35.3
- Effective January 1, 1990, the Employer agrees to pay sixty percent (60%) of the monthly premiums for vision care and hearing aid coverage under the Supplementary Health and Hospital plan, with the balance of the monthly premiums being paid by the employee through payroll deduction. This coverage includes a \$10.00 (single) and \$20.00 (family) deductible in any calendar year and provides for vision care (maximum one hundred dollars (\$100.00) per person in any 24-month period) and the purchase of hearing aids (maximum two hundred dollars (\$200) per person once only) equivalent to the vision and hearing aid component of the Blue Cross Extended Health Care Plan.
- 35.4
- It is not necessary for an employee or dependents to be confined to hospital to be eligible for benefits under this plan. If an employee is totally disabled or 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.

- 35.5 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 38.3 of Article 38 (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 36 - DENTAL PLAN

##### BENEFITS

- 36.1.1 This plan provides for basic dental care equivalent to the Blue Cross Dental Care Plan 7 and includes such items as examinations, consultations, specific diagnostic procedures, X-rays, preventive services such as scaling, polishing, and fluoride treatments, fillings, extractions and anaesthesia services. This plan also includes benefits equivalent to Rider 1 of the Ontario Blue Cross as additions to the basic dental plan and includes such items as periodontal services, endodontic services and surgical services, as well as prosthodontic services necessary for relining, rebasing or repairing of an existing appliance (fixed bridgework, removable partial or complete dentures).
- 36.1.2 Payments under the plan will be in accordance with the current Ontario Dental Association Schedule of Fees for the subscriber and eligible dependents.
- 36.1.3 Effective January 1, 1990, the Employer shall pay the full premiums under this plan on the basis of eighty percent/twenty percent (80%/20%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty percent (80%) based on the current Ontario Dental Association Schedule of fees.
- 36.1.4 The Employer shall pay one hundred percent (100%) of the monthly premium, for services relating to dentures, with benefits equivalent to Rider 2 of the Ontario Blue Cross Plan on the basis of fifty percent/fifty percent (50%/50%) co-insurance, in accordance with the current Ontario Dental Association Schedule of Fees, up to a lifetime maximum benefit of two thousand dollar (\$2,000) for the insured employee and each eligible dependent.
- 36.1.5 Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 year of age and 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.
- 36.2 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 two thousand dollars (\$2,000) for each such dependent unmarried child.

36.3 Effective January 1, 1990, 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 forty percent/sixty percent (40%/60%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee forty percent (40%) based on the following Ontario Dental Association Schedules of Fees, up to a maximum benefit of one thousand dollars (\$1,000) per year for the insured employee and each eligible dependent:

- i) during the calendar year 1990, the 1989 schedule of fees shall be applicable; and
- ii) during the calendar year 1991, the 1990 schedule of fees shall be applicable.

#### ELIGIBILITY

36.4 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

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

### ARTICLE 37 - SHORT TERM SICKNESS PLAN

37.1 An employee who is unable to attend her/his duties due to sickness or injury is entitled in each calendar year to leave-of-absence with pay as follows:

- (i) with regular salary for the first six (6) working days of absence;
- (ii) with seventy-five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence.

37.2 An employee is not entitled to leave-of-absence with pay under Section 37.1 of this Article until s/he has completed twenty (20) consecutive working days of employment.

37.3 Where an employee is on a sick leave-of-absence which commences in one calendar year and continues into the following calendar year, s/he is not entitled to leave-of-absence with pay under Section 37.1 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.

37.4 An employee who has used leave-of-absence with pay for one hundred and thirty (130) working days in a calendar year under Section 37.1 of this Article must complete twenty (20) consecutive working days before s/he is entitled to further leave under Section 37.1 in the next calendar year.

- 37.5 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

- 37.6 An employee on leave-of-absence under sub-section 37.1(ii) of this Article may, at her/his option, have one-quarter (1/4) of a day deducted from her/his accumulated credits (attendance and vacation) for each such day of absence and receive regular pay.
- 37.7 An employee who is absent from her/his duties due to sickness or injury beyond the total number of days provided for in Section 37.1 of this Article shall have her/his accumulated attendance credits reduced by a number of days equal to such absence and she/he shall receive regular pay for that period.
- 37.8 Section 37.7 does not apply to an employee when s/he qualifies for and elects to receive benefits under the Long Term Income Protection Plan.
- 37.9 Where, for reasons of health, an employee is frequently absent or unable to perform her/his duties, the Employer may require her/him to submit to a medical examination at the expense of the Employer.
- 37.10 After five (5) days' absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer, certifying that the employee is unable to attend to her/his official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the Employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days.
- 37.11 Employees returning from L.T.I.P. to resume employment in accordance with Article 37.10 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.
- 37.12 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 sickness or injury, the days worked before and after such absence shall not be considered consecutive.

37.13 ATTENDANCE REVIEW MEETINGS

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

**ARTICLE 38 - LONG TERM INCOME PROTECTION**

- 38.1** The Employer shall pay eighty-five percent (85%) of the monthly premium of the Long Term Income Protection Plan.
- 38.2.1** 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.
- 38.2.2** The Long Term Income Protection benefit to which an employee is entitled under 38.2.1 shall be reduced by the total of other disability or retirement benefits payable under any other plan toward which the Employer makes a contribution except for 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.
- 38.2.3** Long Term Income Protection 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.
- 38.2.4** Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform any and every duty of her/his normal occupation during the qualification period, and during the first twenty-four (24) months of benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform any and every duty of any gainful occupation for which s/he is reasonably fitted by education, training or experience.
- 38.3** The Employer will continue to make pension contributions and premium payments for the Dental Plan and for Supplementary Health and Hospital on behalf of the employee, at no cost to the employee, while the employee receives or is qualified to receive L.T.I.P. benefits under the plan, unless the employee is supplementing a W.C.B. award.
- 38.4** A record of employment, if required in order to claim Unemployment Insurance sickness and disability benefits, will be granted to an employee and this document shall not be considered as termination of employment.
- 38.5** 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.
- 38.6** If, within three (3) months after benefits from the L.T.I.P. plan have ceased, an employee has a recurrence of a disability due to the same or a related cause, the L.T.I.P. benefit approved for the original disability will be reinstated immediately.

- 38.7 If an employee who is in receipt of L.T.I.P. benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative employment" means remunerative employment while not yet fully recovered, following directly after the period of total disability for which benefits were received. When considering rehabilitative employment benefits, L.T.I.P. will take into account the employee's training, education and experience. The rehabilitative benefit will be the monthly L.T.I.P. benefit less fifty percent (50%) of rehabilitative employment earnings. The benefit will continue during the rehabilitative employment period up to but not more than twenty-four (24) months. Rehabilitative employment may be with this or another employer.
- 38.8 The L.T.I.P. benefits under rehabilitative employment shall be reduced when an employee's total earnings exceed one hundred percent (100%) if her/his earnings as at the date of commencement of total disability.
- 38.9 Employees while on rehabilitative employment with the Employer will earn vacation credits as set out in Article 44 (Vacation and Vacation Credits).
- 38.10 (a) When an employee who has been receiving or was eligible to receive L.T.I.P. benefits is able to return to full-time employment, the provisions of Article 20 (Job Security), with the exception of sub-section 20.5 shall apply.
- (b) An employee who is assigned under this section to a vacancy in accordance with sub-section 20.4 of Article 20 shall, for a period of six (6) months, be paid at the same step s/he had attained in the salary range of the class of the position s/he occupied prior to disability. At the end of that period s/he shall be paid at a rate within the salary range of the class of the position to which s/he been assigned.

#### ARTICLE 39 - WORKERS' COMPENSATION

- 39.1 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the Workers' Compensation Act, her/his salary shall continue to be paid for a period not exceeding thirty (30) days. If an award is not made, any payments made under the foregoing provisions in excess of that to which s/he is entitled under Sections 37.1 and 37.6 of Article 37 (Short Term Sickness Plan) shall be an amount owing by the employee to the Employer.

- 39.2 Where an employee is absent by reason of an injury or an industrial disease for which an award is made under the Workers' Compensation Act, her/his salary shall continue to be paid for a period not exceeding three (3) consecutive months or a total of sixty-five (65) working days where such absences are intermittent, following the date of the first absence because of the injury or industrial disease, and any absence in respect of the injury or industrial disease shall not be charged against her/his credits.
- 39.3 Where an award is made under the Workers' Compensation Act to an employee that is less than the regular salary of the employee and the award applies for longer than the period set out in Section 39.2 and the employee has accumulated credits, her/his regular salary may be paid and the difference between the regular salary paid after the period set out in Section 39.2 and the compensation awarded shall be converted to its equivalent time and deducted from her/his accumulated credits.
- 39.4 Where an employee received an award under the Workers' Compensation Act, and the award applies for longer than the period set out in Section 39.2 (i.e. three (3) months), and the employee has exhausted all attendance credits, the Employer will continue subsidies for Basic Life, L.T.I.P., Supplementary Health and Hospital and the Dental Plan for the period during which the employee is receiving the award.

#### ARTICLE 40 - MATERNITY LEAVE

- 40.1 A leave-of-absence without pay and without accumulation of credits for the purpose of childbirth shall be granted to a female employee who has served more than one (1) year with the Employer, including a period of unbroken, full-time service as a contract employee immediately prior to appointment to the full-time regular staff.
- 40.2 The leave-of-absence shall be in accordance with the provisions of the Employment Standards Act.
- 40.3.1 An employee entitled to maternity leave under this Article, who provides the Employer with proof that she has applied for and is eligible to receive unemployment insurance benefits pursuant to Section 30, Unemployment Insurance Act, 1971, shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 40.3.2 In respect of the period of maternity leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
- (a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the actual weekly rate of pay for her class which she was receiving on the last day worked prior to the commencement of the maternity leave, and

- 40.3.2 (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly U.I. benefits the employee is eligible to receive and any other earnings received by the employee, and ninety-three (93%) of the actual weekly rate of pay for her class which she was receiving on the last day worked prior to the commencement of the maternity leave.
- 40.3.3 Notwithstanding Section 40.3.2(a) and (b), where an employee assigned to a vacancy in accordance with Article 13.3.2 (Video Display Terminals) is eligible to receive an allowance under this Article, and the salary rate she was receiving on the last day worked prior to the maternity leave is less than the salary rate she was receiving on the last day worked prior to the assignment, the allowance shall be based on the actual weekly rate of pay for her class which she was receiving on the last day worked prior to the assignment.
- 40.4 Notwithstanding Article 32.2 (Insured Benefits Plans/General), an employee receiving the maternity leave allowance under the Supplementary Unemployment Benefit Plan shall have her benefits coverage continued during the period she receives the maternity leave allowance.
- 40.5 If requested, in writing, at least four (4) weeks prior to the date of expiry of her maternity leave, an employee shall be entitled to a leave-of-absence without pay of up to six (6) months.
- 40.6.1 A female employee returning from a leave-of-absence under Section 40.1 or 40.5 shall be assigned to her former class and be paid at the rate in the salary range that she had attained when the leave-of-absence was granted.
- 40.6.2 Notwithstanding Section 40.6.1, an employee who has been assigned in accordance with Article 13.3.2 and who returns from a leave-of-absence under this Article, shall be assigned to a position in the same class as the position she occupied immediately prior to the assignment under Article 13.3.2 and paid at the rate in the salary range that she had attained immediately prior to the assignment under Article 13.3.2.
- 40.7 Notwithstanding Sections 40.3.2(a) and (b), and 40.3.3, the Supplemental Unemployment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the maternity leave, including any retroactive salary adjustment to which she may become entitled.



#### ARTICLE 41 - ADOPTION LEAVE

- 41.1 An employee who has served more than one (1) year with the Employer, shall upon application, be granted a leave-of-absence without pay and without accumulation of credits of up to seventeen (17) weeks for the adoption of a child.

#### ARTICLE 42 - BEREAVEMENT LEAVE

- 42.1.1 An employee who would otherwise have been at work shall be allowed up to three (3) days leave-of-absence with pay in the event of the death of her/his spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent, grandchild, step-child, ward or guardian.
- 42.1.2 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 kilometers (800 km) or greater.
- 42.2 An 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.

#### ARTICLE 43 - TERMINATION PAYMENTS

- 43.1 An employee whose seniority commences from a date prior to January 1, 1970 and who ceases to be an employee is entitled to be paid an amount in respect of her/his accumulated attendance credits for continuous service up to and including December 31, 1975 in an amount computed by multiplying half of the number of days of her/his accumulated attendance credits at the date s/he ceases to be an employee by her/his annual salary at the date s/he ceases to be an employee and dividing the product by 261. For the period from January 1, 1976, the benefits described under section 43.4 shall apply.

- 43.2 Notwithstanding Section 43.1, an employee whose seniority commences from a date on or after October 1, 1965 and before January 1, 1970 who ceases to be an employee because of,
- (a) death;
  - (b) retirement,
    - (i) at age sixty-five (65), or
    - (ii) pursuant to Section 14 or Sections 13, 22, and 23 of the Public Service Pension Act; or
  - (c) lay-off under Article 20 (Job Security)

is entitled to receive, for continuous service up to and including December 31, 1975,

- 43.2 (d) severance pay equal to one-half (1/2) week of salary for each year of continuous service before January 1, 1970 and one (1) week of salary for each year of continuous service from and including January 1, 1970; or
- (e) the amount in respect of her/his accumulated attendance credits computed in accordance with Section 43.1, whichever is the greater, but s/he is not entitled to receive both of these benefits.

For the period from January 1, 1976, the benefits described under Section 43.4 shall apply.

- 43.3 An employee whose seniority commences from a date on or after January 1, 1970 is entitled to severance pay for each year of continuous service up to and including December 31, 1975,

- (a) where the employee has completed one (1) year of continuous service and ceases to be an employee because of,
- (i) death,
  - (ii) retirement,
    - 1. at age of sixty-five (65), or
    - 2. pursuant to Section 14 or Sections 13, 22, and 23 of the Public Service Pension Plan, or
  - (iii) lay-off under Article 20 (Job Security)

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

- (b) where the employee has completed five (5) years of continuous service and ceases to be an employee for any reason other than,
- (i) dismissal for cause, or
  - (ii) abandonment of position under Article 19.1,

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

For the period from January 1, 1976, the benefits described under Section 43.4 shall apply.

- 43.4 An employee,

- (a) who has completed a minimum of one (1) year of continuous service and who ceases to be an employee because of,
- (i) death,
  - (ii) retirement,
    - 1. at age sixty-five (65), or
    - 2. Section 14 or Sections 13, 22, and 23 of the Public Service Pension Plan, or
  - (iii) lay-off under Article 20 (Job Security); or

- (b) who has completed a minimum of five (5) years of continuous service and who ceases to be an employee for any reason other than,
  - (i) dismissal for cause, or
  - (ii) abandonment of position under Article 19.1,

is entitled to severance pay for continuous service from and after January 1, 1976 equal to one (1) week of salary for each year of continuous service from and after January 1, 1976.

- 43.5 An employee on probationary staff, other than an employee whose seniority commences from a date prior to January 1, 1970, is not entitled to severance pay under Sections 43.2, 43.3 or 43.4.
- 43.6 Notwithstanding any other provision in this Article,
  - (1) the total of the amount paid to an employee in respect of accumulated attendance credits, severance pay, or both, shall not exceed one-half (1/2) of the annual salary of the employee at the date when s/he ceases to be an employee;
  - (2) the calculation of severance pay of an employee shall be based on the regular salary of the employee at the date when s/he ceases to be an employee; and
  - (3) where a computation for severance pay involves part of a year, the computation of that part shall be made on a monthly basis, and,
    - (a) any part of a month that is less than fifteen (15) days shall be disregarded; and
    - (b) any part of a month that is fifteen (15) or more days shall be deemed to be a month.
- 43.7 An employee may receive only one (1) termination payment for a given period of continuous service.
- 43.8 Notwithstanding Section 43.7, an employee who has been released in accordance with Article 20 (Job Security) and who is subsequently reappointed in accordance with Section 21.2 of Article 21 (Seniority) may, at her/his option, repay any termination payments received under this Article to the Employer, and, thereby, restore termination pay entitlements for the period of continuous service represented by the payment.

#### ARTICLE 44 - VACATIONS AND VACATION CREDITS

- 44.1 Effective January 1, 1990, an employee shall earn vacation credits at the following rates:
- (a) One and one-quarter (1-1/4) days per month during the first eight (8) years of continuous service;
  - (b) One and two-thirds (1-2/3) days per month after eight (8) years of continuous service;
  - (c) Two and one-twelfth (2-1/12) days per month after sixteen (16) years of continuous service;
  - (d) Two and one-half (2-1/2) days per month after twenty-nine (29) years of continuous service.
- 44.1.2 Effective January 1, 1991, an employee shall earn vacation credits at the following rates:
- (a) One and one-quarter (1-1/4) days per month during the first six (6) years of continuous service;
  - (b) One and two-thirds (1-2/3) days per month after six (6) years of continuous service;
  - (c) Two and one-twelfth (2-1/12) days per month after sixteen (16) years of continuous service;
  - (d) Two and one-half (2-1/2) days per month after twenty-eight (28) years of continuous service.
- 44.2 An employee is entitled to vacation credits under Section 44.1 in respect of a month or part thereof in which s/he is at work or on leave with pay.
- 44.3 An employee is not entitled to vacation credits under Section 44.1 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.
- 44.4 An employee shall be credited with her/his vacation for a calendar year at the commencement of each calendar year.
- 44.5 (a) 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 accrual by December 31 of each year.
- (b) Where an employee is unable to reduce earned vacation to one year's accrual by December 31 due to:
- sickness
  - total disability; or
  - injury resulting in a WCB award,
- s/he will receive a pay-out of excess vacation credits at year-end equal to the number of days forfeited.

- (c) 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 31 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 31 deadline. It is understood and agreed that any such vacation days carried over into the following vacation year must be taken by June 30 of said following year.
- 44.6 On commencing employment an employee shall be credited with pro rata vacation for the balance of the calendar year, but shall not be permitted to take vacation until s/he has completed six (6) months of continuous service.
- 44.7 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.
- 44.8 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.
- 44.9 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.
- 44.10 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.
- 44.11 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 Protection plan as defined under Article 38, 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.
- 44.12 **VACATION 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 pays that fall due during the vacation period, based upon the following conditions:
- i) such advance shall be provided only where the employee takes at least two (2) consecutive weeks' vacation;

- ii) such an advance shall be in an amount equal to the employee's lowest net regular pay in the one (1) month period immediately preceding commencement of her/his vacation leave and rounded to the closest Ten Dollars (\$10) below such net amount;
- iii) 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 (ii) above.

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

### PART C - CONTRACT EMPLOYEES

#### ARTICLE 45 - APPLICATION OF PART C

- 45.1 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.

#### ARTICLE 46 - OTHER APPLICABLE ARTICLES, CONTRACT EMPLOYEES

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

ARTICLE 1	- Recognition
ARTICLE 4	- Check-off of Union Dues
ARTICLE 10	- Rest Periods
ARTICLE 15	- Non-Pyramiding of Premium Payments
ARTICLE 16	- Reimbursement Rate for Use of Automobile
ARTICLE 17	- Time Credits While Travelling
ARTICLE 18	- Meal Allowance
ARTICLE 21	- Seniority
ARTICLE 22	- Grievance Procedure
ARTICLE 25	- Leave-Court Proceedings
ARTICLE 29	- Information to New Employees
ARTICLE 30	- Change of Address
ARTICLE 57	- Term of Agreement.

#### ARTICLE 47 - TERM OF EMPLOYMENT

- 47.1 A contract employee may be appointed for a period of not more than one year on the first appointment and for not more than one year on a subsequent appointment.
- 47.2 A person who is appointed as a contract employee for a specified period ceases to be an employee at the expiration of that period.

#### ARTICLE 48 - WAGES

- 48.1 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.
- 48.2 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 49 - OVERTIME

- 49.1 "Overtime" means an authorized period of work calculated to the nearest half-hour and performed in excess of thirty-six and one quarter (36-1/4) or forty (40) hours per week as applicable.
- 49.2 Employees who work authorized overtime shall be paid at one and one-half (1-1/2) times the basic hourly rate.

#### ARTICLE 50 - HOLIDAY PAYMENT

- 50.1 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:
- |                 |                  |
|-----------------|------------------|
| New Year's Day  | Good Friday      |
| Easter Monday   | Victoria Day     |
| Canada Day      | Civic Holiday    |
| Labour Day      | Thanksgiving Day |
| Remembrance Day | Christmas Day    |
| Boxing Day      |                  |
- Any special holiday as proclaimed by the Governor General or Lieutenant-Governor.
- 50.2 When the employee is required to work on any of these holidays, s/he shall be paid two (2) times her/his basic hourly rate for all hours worked in addition to the four per cent (4%) provided in Section 50.1, except that where the equivalent full-time regular class is in Schedule C, the employee shall receive her/his regular day's pay when required to work on such a holiday in addition to the four per cent (4%).

#### ARTICLE 51 - VACATION PAYMENT

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

## **ARTICLE 52 - HEALTH AND SAFETY**

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

## **ARTICLE 53 - ATTENDANCE CREDITS AND SICK LEAVE**

- 53.1 Employees who work thirty-six and one-quarter (36-1/4) or forty (40) hours per week shall earn attendance credits of one and one-quarter (1-1/4) days for each calendar month of full attendance.
- 53.2 Attendance credits may be used for protection purposes only in the event that an employee is unable to attend her/his official duties by reason of illness or injury.
- 53.3 After five (5) days absence caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Employer certifying that the employee is unable to attend 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.
- 53.4 Where, for reasons of health, an employee is frequently absent or unable to perform her/his duties, s/he may be required to submit to a medical examination at the expense of the Employer.

## **ARTICLE 54 - BEREAVEMENT LEAVE**

- 54.1 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 three (3) days in the event of the death of her/his spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, ward or guardian. In the event of the death of her/his sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent or grandchild, such employee shall be allowed leave-of-absence with pay of one (1) day.

## **ARTICLE 55 - TERMINATION OF EMPLOYMENT**

- 55.1 Employment may be terminated by the Employer at any time within the term of employment of a contract employee with one (1) week's notice, or pay in lieu thereof.



- 55.2 Any employee who is absent from duty without official leave for period of ten (10) 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 56 - APPOINTMENT AS A FULL-TIME REGULAR EMPLOYEE**

- 56.1 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 to a maximum of four (4) months.

PART D - TERM OF AGREEMENT

ARTICLE 57 - TERM OF AGREEMENT

- 57.1 This Agreement covers the period from January 1, 1990 to December 31, 1991. The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing that it wishes to amend this Agreement, in accordance with Section 22 of the Crown Employees Collective Bargaining Act, Revised Statutes of Ontario, 1980, Chapter 108.
- 57.2 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.

Signed at North York this 24th day of Jan. 1990 J.L.S.

FOR THE ONTARIO PUBLIC  
SERVICE EMPLOYEES UNION

[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]  
[Signature]

FOR THE ONTARIO TEACHERS'  
PENSION PLAN BOARD

[Signature]  
[Signature]  
[Signature]

REVISED COMPENSATION RATES

APPENDIX A

	<u>MIN</u>			<u>MAX</u>		
RECEPTIONIST						
01-Jan-89	9.77	9.98	10.22	10.48	10.75	
01-Jan-90	10.41	10.64	10.89	11.17	11.46	
01-Jan-91	11.08	11.32	11.59	11.88	12.19	
OPERATOR 1, TELEPHONE SWITCHBOARD						
01-Jan-89	10.39	10.64	10.88	11.17	11.47	
01-Jan-90	11.08	11.34	11.60	11.91	12.23	
01-Jan-91	11.79	12.07	12.34	12.67	13.01	
OPERATOR, COPY MACHINE						
01-Jan-89	10.55	10.80	11.06	11.34	11.63	
01-Jan-90	11.25	11.51	11.79	12.09	12.40	
01-Jan-91	11.97	12.25	12.54	12.86	13.19	
MICROFILM OPERATOR 2						
01-Jan-89	10.55	10.79	11.06	11.34	11.63	
01-Jan-90	11.25	11.50	11.79	12.09	12.40	
01-Jan-91	11.97	12.24	12.54	12.86	13.19	
DATA ENTRY OPERATOR 2						
01-Jan-89	11.13	11.40	11.69	12.01	12.31	12.63
01-Jan-90	11.86	12.15	12.46	12.80	13.12	13.46
01-Jan-91	12.62	12.93	13.26	13.62	13.96	14.32
HELPER FOOD SERVICE						
01-Jan-89	11.20	11.40				
01-Jan-90	11.94	12.15				
01-Jan-91	12.70	12.93				
CLERK 2, MAIL						
01-Jan-89	10.70	10.97	11.27	11.55	11.84	
01-Jan-90	11.41	11.69	12.01	12.31	12.62	
01-Jan-91	12.14	12.44	12.78	13.10	13.43	

REVISED COMPENSATION RATES

APPENDIX A

	<u>MIN</u>			<u>MAX</u>	
CLERK 3, MAIL					
01-Jan-89	11.84	12.17	12.49	12.81	13.15
01-Jan-90	12.62	12.97	13.31	13.66	14.02
01-Jan-91	13.43	13.80	14.16	14.53	14.92
CLERK 2, FILING					
01-Jan-89	10.75	11.00	11.29	11.58	11.87
01-Jan-90	11.46	11.73	12.04	12.34	12.65
01-Jan-91	12.19	12.48	12.81	13.13	13.46
CLERK 3, FILING					
01-Jan-89	11.84	12.17	12.49	12.81	13.15
01-Jan-90	12.62	12.97	13.31	13.66	14.02
01-Jan-91	13.43	13.80	14.16	14.53	14.92
CLERK 2, SUPPLY					
01-Jan-89	11.78	12.05	12.34		
01-Jan-90	12.56	12.85	13.15		
01-Jan-91	13.36	13.67	13.99		
BUILDING CARETAKER 1					
01-Jan-89	11.71	12.02			
01-Jan-90	12.48	12.81			
01-Jan-91	13.28	13.63			
PURCHASING OFFICER 1					
01-Jan-89	14.54	14.96	15.44	15.93	16.44
01-Jan-90	15.50	15.95	16.46	16.98	17.53
01-Jan-91	16.49	16.97	17.51	18.07	18.65
CLERK 2, GENERAL					
01-Jan-89	10.93	11.22	11.52	11.81	12.12
01-Jan-90	11.65	11.96	12.28	12.59	12.92
01-Jan-91	12.40	12.73	13.07	13.40	13.75

REVISED COMPENSATION RATES

APPENDIX A

	<u>MIN</u>					<u>MAX</u>
CLERK 3, GENERAL						
01-Jan-89	12.20	12.52	12.84	13.20	13.55	
01-Jan-90	13.01	13.35	13.69	14.07	14.44	
01-Jan-91	13.84	14.20	14.57	14.97	15.36	
CLERK 4, GENERAL						
01-Jan-89	13.15	13.51	13.90	14.28	14.71	
01-Jan-90	14.02	14.40	14.82	15.22	15.68	
01-Jan-91	14.92	15.32	15.77	16.19	16.68	
CLERK 5, GENERAL						
01-Jan-89	14.75	15.18	15.66	16.14	16.64	
01-Jan-90	15.72	16.18	16.69	17.20	17.74	
01-Jan-91	16.73	17.22	17.76	18.30	18.88	
SENIOR BENEFITS PROCESSOR (ATYPICAL)						
01-Jan-89	15.51	16.00	16.53	17.08	17.64	
01-Jan-90	16.53	17.06	17.62	18.21	18.80	
01-Jan-91	17.59	18.15	18.75	19.38	20.00	
CLERK 6, GENERAL						
01-Jan-89	16.26	16.81	17.40	18.01	18.63	
01-Jan-90	17.33	17.92	18.55	19.20	19.86	
01-Jan-91	18.44	19.07	19.74	20.43	21.13	
TYPIST 3 WORD PROCESSING						
01-Jan-89	11.80	12.08	12.39	12.72	13.02	
01-Jan-90	12.58	12.88	13.21	13.56	13.88	
01-Jan-91	13.39	13.70	14.06	14.43	14.77	
SECRETARY 4						
01-Jan-89	12.84	13.17	13.51	13.89	14.27	
01-Jan-90	13.69	14.04	14.40	14.81	15.21	
01-Jan-91	14.57	14.94	15.32	15.76	16.18	
TRANSLATOR 2						
01-Jan-89	20.74	21.65	22.56	23.54	24.54	
01-Jan-90	22.11	23.08	24.05	25.09	26.16	
01-Jan-91	23.53	24.56	25.59	26.70	27.83	

REVISED COMPENSATION RATES

APPENDIX A

	<u>MIN</u>					<u>MAX</u>
DATA TECHNICIAN 2						
01-Jan-89	12.26	12.58	12.90	13.24	13.63	
01-Jan-90	13.07	13.41	13.75	14.11	14.53	
01-Jan-91	13.91	14.27	14.63	15.01	15.46	
DATA TECHNICIAN 3						
01-Jan-89	13.07	13.44	13.81	14.19	14.60	
01-Jan-90	13.93	14.33	14.72	15.13	15.56	
01-Jan-91	14.82	15.25	15.66	16.10	16.56	
DATA TECHNICIAN 4						
01-Jan-89	14.04	14.45	14.87	15.32	15.79	
01-Jan-90	14.97	15.40	15.85	16.33	16.83	
01-Jan-91	15.93	16.39	16.86	17.38	17.91	
DATA TECHNICIAN 5						
01-Jan-89	15.25	15.71	16.18	16.68	17.21	
01-Jan-90	16.26	16.75	17.25	17.78	18.35	
01-Jan-91	17.30	17.82	18.35	18.92	19.52	
JUNIOR SYSTEMS OFFICER						
01-Jan-89	13.45	13.82	14.23	14.65	15.11	
	.....	15.57	16.08	16.59	17.10	
01-Jan-90	14.34	14.73	15.17	15.62	16.11	
	.....	16.60	17.14	17.68	18.23	
01-Jul-90	14.53	15.39	16.35	17.40	18.23	
01-Jan-91	15.46	16.37	17.40	18.51	19.40	
SYSTEMS OFFICER 1						
01-Jan-89	17.10	17.63	18.22	18.79	19.41	
01-Jan-90	18.23	18.79	19.42	20.03	20.69	
01-Jan-91	19.40	19.99	20.66	21.31	22.01	
SYSTEMS OFFICER 2						
01-Jan-89	19.11	19.77	20.42	21.28	22.19	
01-Jan-90	20.37	21.07	21.77	22.68	23.65	
01-Jan-91	21.67	22.42	23.16	24.13	25.16	
SYSTEMS OFFICER 3						
01-Jan-89	21.41	22.20	23.28	24.35	25.53	
01-Jan-90	22.82	23.67	24.82	25.96	27.21	
01-Jan-91	24.28	25.18	26.41	27.62	28.95	

REVISED COMPENSATION RATES

APPENDIX A

MIN

MAX

✓  
INFORMATION OFFICER 2

01-Jan-89	18.15	18.72	19.33	19.98	20.66
01-Jan-90	19.35	19.96	20.61	21.30	22.02
01-Jan-91	20.59	21.24	21.93	22.66	23.43

SALARY NOTE

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 four percent (4%) of salary effective 1 January 1989. Such premium to be applied to salary rates as shown, effective 01-Jan-89 for such Designated Positions.

APPENDIX B

**MEMORANDUM OF AGREEMENT**

**Between:** The Ontario Teachers' Pension Plan Board  
(Hereinafter referred to as the "Employer")

**And:** The Ontario Public Service Employees Union, Local 598  
(Hereinafter referred to as the "Union")

This compressed work week agreement is made in accordance with Article 9.5 (Hours of Work) of the Collective Agreement between the Employer and the Union.

Except as modified by this compressed work week agreement all articles of the Collective Agreement apply to employees covered hereunder:

**ARTICLE 1 - EMPLOYEES COVERED**

1.1. This agreement shall apply to all full-time regular employees of the Employer in the bargaining unit represented by the Union except the incumbents of the following positions:

- Second Shift Leader, Computer Operations
- Computer Operator, Second shift.

1.2 Notwithstanding Article 1.1, where the Employer intends to exclude other employees from this compressed work week agreement, the Employer will discuss the matter with the Union prior to effecting such exclusion.

**ARTICLE 2 - HOURS OF WORK**

2.1 The regular hours of work for employees covered by this Agreement shall be as follows:

Schedule A

Employees in positions in classes allocated to Schedule A shall work:

- eight (8) hours per day on Mondays, Tuesdays, Wednesdays and Thursdays;
- four and one-quarter (4-1/4) hours per day, ending by 12:15 p.m. on Fridays; and
- notwithstanding the above, employees who are required to attend a workshop and/or a presentation on a Friday afternoon are not required to complete their four and one-quarter (4 1/4) hours by 12:15 p.m. on such Friday in order to allow for flexibility in travelling to such workshop and/or presentation.



2.1 Schedule B

Employees in positions in classes allocated to Schedule B shall work:

- eight and three quarter (8-3/4) hours per day on Mondays, Tuesdays, Wednesdays, and Thursdays; and,
- five (5) hours per day, ending by 12:30 p.m. on Fridays.

Schedule C

Employees in positions in classes allocated to Schedule C shall work a minimum of thirty-six and one-quarter (36 -1/4) hours per week, Monday through Friday, with regular working period ending by 12:15 p.m. on Friday.

- 2.2 Notwithstanding Article 10 (Rest Periods) of the Collective Agreement, a single rest period of fifteen (15) minutes will be observed during regular hours of work on Friday mornings.

ARTICLE 3 - OVERTIME

- 3.1 Authorized periods of work performed by employees in positions in classes included in Schedules A and B in excess of the regular working periods specified in Article 2.1 or on scheduled days off will be compensated for in accordance with Article 11 (Overtime) of the Collective Agreement.
- 3.2 Employees who are in positions in classes assigned to Schedule C and who are required to work on a scheduled day off, shall receive equivalent time off.

ARTICLE 4 - SHORT TERM SICKNESS PLAN

- 4.1 Employees shall be entitled to full pay for the first 43-1/2 or 48 hours, as applicable, of absence due to sickness or injury and seventy-five percent (75%) for the next 899 or 992 hours, as applicable, of absence due to sickness or injury.
- 4.2 Employees may exercise their option under Section 37.6 of Article 37 (STD) of the Collective Agreement by deducting 25% of the hours of absence under this section from accumulated vacation or attendance credits, rounded to the nearest quarter hour.

For Example:

For an employee in Schedule A, off on an eight hour day, deduct 25% of 8 hours = 2 hours. If off on a 4-1/4 hour day, deduct 25% of 4-1/4 hours = 1 hour.

For an employee in Schedule B, off on an eight and three-quarter day, deduct 25% of 8-3/4 = 2-1/4 hrs. If off on a 5 hour day, deduct 25% of 5 = 1-1/4 hrs.



APPENDIX C

ARTICLE 32.4 - INSURED BENEFITS PLANS/GENERAL

RELEASE OF INFORMATION - INSURED BENEFITS

TO \_\_\_\_\_  
(Name of Insurance Carrier for benefit claimed)

THIS SHALL BE YOUR AUTHORITY to deliver immediately to the Ontario Teachers' Pension Plan Board, in care of the Manager, Human Resources, a copy of each and every medical report prepared by or under the authority of a medical practitioner, and a copy of each and every document or other paper prepared by any person, in your possession in connection with my claim dated \_\_\_\_\_ for

\_\_\_\_\_ during my employment with the Ontario Teachers' Pension Plan Board.  
(specify benefit claimed)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
EMPLOYEE SIGNATURE