Collective Agreement

between

Ontario Public Service Employees Union and its Local 598

AND

The Ontario Teachers' Pension Plan Board

Office Clerical/Service
Full-Time/Part-Time

effective
January 1, 1992 to December 31, 1993

OPSEU

SEFPO

THIS AGREEMENT MADE ON THE 29TH DAY OF JULY 1992

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 The Ontario Public Service Employees' Union is recognized as the exclusive bargaining agent for all employees of the Ontario Teachers' Pension Plan Board, other than:

(a) persons employed in a managerial or confidential capacity and those dealing with matters related to labour relations;
(b) persons who are members of the architectural, dental, engineering, legal, teaching or medical profession entitled to practice in Ontario and employed in a professional capacity;
(c) students employed during their regular vacation period or on a cooperative educational training program;
(d) temporary employees required to back-fill for vacation relief or other short term absences (4 weeks of continuous service at anyone time);
(e) consulting professionals required to provide specialized expertise for project activities of a non-recurring kind;

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

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

ARTICLE 2 - MANAGEMENT RIGHTS

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

a) maintain order, discipline and efficiency;
b) hire, intra- or interdepartmental transfer, classify, appoint, promote, demote, lay off and recall employees;
c) discipline and discharge employees for just cause;
d) generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programmes, systems and procedures, direct its personnel, determine location of speaking engagements and workshops, determine complement, organization, methods and the number, and classification of personnel required from time to time, the number and location of facilities, services to be performed, the scheduling of assignments and work, scheduling the hours of operation, the extension, limitation, curtailment of cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

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

ARTICLE 3 - DEFINITIONS

3.1 For the purposes of this Agreement,

(a) "Employer" or "Board" means the Ontario Teachers' Pension Plan Board or its duly appointed officials;

(b) "contract employee" means a "B/U employee" appointed to a contract position with the Board and subject to Part C.

c) "day" means calendar day, unless otherwise specified;

d) "Chief Executive Officer" means the chief executive officer as appointed by the Ontario Teachers' Pension Plan Board, or her/his designee;

e) "Vice-President" or department head as appointed by the Ontario Teachers' Pension Plan Board, or his/her designee;

f) "employee" means a person who is appointed to the staff of the Ontario Teachers' Pension Plan Board and who is not excluded from the bargaining unit as described in Article 1.1 and 1.2.

g) "full-time regular employee" means an "employee" appointed to the full-time regular staff of the Employer;

h) "full-time service" means service for the number of hours per 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 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 - APPLICATIONS

5.1 The working conditions described in this Agreement apply to all full-time regular employees of the Ontario Teachers' Pension Plan Board in the bargaining unit represented by OPSEU.

5.2 The Employer agrees that there shall be no discrimination against any employee because of race, ancestry, place or origin, colour, ethnic origin, citizenship, creed, sex, age, sexual orientation, marital status, family status or handicap.

ARTICLE 6 - JOINT CONSULTATION COMMITTEE

6.1 The parties agree to establish a joint consultation committee composed of up to three (3) representatives from the Union and up to three (3) representatives of the Employer.

6.2 The purpose of the committee is to promote constructive and harmonious relations by providing a forum for consultation on matters of mutual interest not governed by this Agreement.

6.3 The committee shall meet once every 3 months or more frequently subject to agreement of both parties.

6.4 While the committee shall consider and attempt to resolve matters of mutual concern, it is understood that the committee shall function in an advisory capacity only and shall have no power to alter, amend, add to or modify the terms of this Agreement.

ARTICLE 7 - POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

7.1 When a vacancy occurs in the bargaining unit for a full-time 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.

7.2 The notice of vacancy shall state, where applicable, the nature and title of position, salary, qualifications required, and the hours of work schedule as set out in Article 10 (Hours of Work).

7.3 In filling a vacancy, the Employer shall give primary consideration to qualifications and ability to perform the required duties. Where qualifications and ability are relatively equal, length of continuous service shall be a consideration.

7.4 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 8 - PAY ADMINISTRATION

8.1 Except as provided in Sections 8.3, 8.4, or 8.5, an employee shall receive a rate of pay within the salary range for the class of her/his position. The salary range for each bargaining unit class is set out in Appendix A, attached.

8.2.1 Promotion occurs when the incumbent of a full-time regular position is assigned to another position in a class with a higher maximum salary than the class of her/his former position.

8.2.2 An employee who is promoted shall receive that rate of pay in the salary range of the new classification which is the next higher to her/his present rate of pay, except that:
- 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.

8.2.3 Where an employee:
a) at a maximum rate of salary range is promoted, a new anniversary date is established based upon the date of 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.

8.3 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 at 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.

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

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

a) in the same class as the employee's position prior to its being abolished
b) in the class with the maximum salary rate the same as the maximum salary rate of the class that applied to the employee's position prior to the changes specified in 8.4.1

8.5 Where for reasons of health, an employee is assigned to a position in a class with a lower maximum salary s/he shall retain her/his rate of pay for a period of six (6) months from the date of re-assignment. If at the end of the period s/he is unable to return to her/his previous regular position, s/he shall be assigned to a position consistent with her/his condition and paid within the range for the class of that position.

8.6 Except as provided above, an employee who is demoted shall be paid at the rate closest to but less than the rate s/he was receiving at the time of demotion, effective from the date of her/his demotion.

8.7 Where an employee is assigned to a position pursuant to 8.4, 8.5, 8.6 the provision of Article 7 (Posting & Filling of Vacancies or New Positions) shall not apply.

8.8 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 9 - TEMPORARY ASSIGNMENTS

9.1.1 Where an employee is assigned temporarily to perform the duties of a position in a class with a higher salary maximum for a period in excess of five (5) consecutive working days, s/he shall be paid acting pay from the day s/he commenced performing the duties of the higher class, provided that where such a change results in an increase of less than three percent (3%), s/her shall receive the next higher salary rate again.

9.1.2 Notwithstanding Article 9.1.1 an employee who is in a temporary assignment shall receive her/his regular increment, and salary adjustments shall take effect on the employee's anniversary date and the next higher rate of the acting position shall apply during that temporary assignment.

9.1.3 Notwithstanding 9.1.1, acting pay shall not exceed the maximum of the salary range of the higher class except where permitted by salary note.

9.2 When an employee is temporarily assigned to the duties and responsibilities of a position in a class with a lower salary maximum where there is 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.

9.3 Where an employee is temporarily assigned to the duties and responsibilities of a position in a class with a lower maximum salary where there is work reasonably available for her/him in the position from which s/he was assigned s/he shall continue to be paid at the rate s/he was receiving in the position from which s/he was assigned.

9.4 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, s/he shall retain her/his rights and obligations under the Collective Agreement.

9.5 Where an employee is assigned temporarily to a position, Article 7 (Posting and Filling of Vacancies or New Positions) shall not apply except where:

a) the term of a temporary assignment is greater than ten (10) months' duration, and
b) the specific dates of the term are established at least two (2) months in advance of the commencement of the temporary assignment.

9.6 Except as provided in Article 9.5, in no case shall any provision of the Collective Agreement with respect to the filling of, assignment or appointment to a vacancy apply to temporary assignments.

ARTICLE 10 - HOURS OF WORK

10.1 Schedule I - Office/Clerical Positions

The normal hours of work for employees in bargaining unit positions shall be 72 1/2 hours for every two (2) week period unless otherwise stated.

10.2 Schedule II - Administrative Positions

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

Junior Systems Officer
Systems Officers
Information Officers
Financial Officers

Shall vary in accordance with the requirement of the position but shall not be less than seventy-two and one half (72 1/2) hours in a two (2) week period.

10.3 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.

10.4 It is understood that other arrangements regarding hours or work and overtime may be entered into between the parties with respect to variable work days or variable work weeks.

10.5 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 11 - REST PERIODS

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

ARTICLE 12 - OVERTIME

12.1 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.

12.2 In this Article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day off.

12.3 Employees in Schedule I who perform authorized work in excess of their regularly scheduled hours, shall be paid at the overtime rate.

12.3.2 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.

12.4 Employees who are in classes assigned to Schedule II and who are required to work on a day off shall receive equivalent time off.

12.5 An employee who is required to work more than two (2) hours immediately following her/his scheduled hours of work, shall be reimbursed for the cost of one (1) meal up to seven dollars ($7.00) except where free meals are provided or where the employee is being compensated for meals on some other basis. A reasonable time with pay will be allowed to employees for the meal break either at or adjacent to her/his place of work.

ARTICLE 13 - HEALTH AND SAFETY

13.1 A Health and Safety Committee pursuant to the Health & Safety Act shall be formed to address the issues mandated by that Act.

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

13.3 The Employer shall provide safety footwear where it requires that such shall be worn by its employees. The current practice relating to the provision of such footwear shall continue during the term of this Agreement, subject to any changes which may be entered into between the parties.

ARTICLE 14 - VIDEO DISPLAY TERMINALS

14.1 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 has the option 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

An employee who makes arrangements to undergo an eye examination by an optometrist shall be granted time off with pay for this appointment.

The cost of the eye examination, not to exceed the OHIP fee schedule for such examinations, shall be borne by the Employer. A copy of such a report will be placed in the employee's personnel file upon his/her request.

14.2 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.

14.3.1 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.

14.3.2 Upon receipt of the written request specified in 14.3.1, 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 21 (Job Security), shall have priority over an assignment under this section.

14.3.3 Where an employee is assigned to a vacancy in accordance with this section, the provisions of Articles 7 (Posting and Filling of Vacancies or New Positions) shall have no application.

14.3.4 Where an employee is assigned, under 14.3.2, 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 14.3.2, which is closest to but not more than the rate she was receiving immediately prior to the assignment.

14.3.5 Where it is not possible to assign an employee in accordance with 14.3.2 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 (Pregnancy and Parental Leave).

14.3.6 An employee who does not accept an assignment made in accordance with 14.3.2 may elect either to continue work in her original position or request leave of absence in accordance with 14.3.5.

ARTICLE 15 - HOLIDAY PAYMENT

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

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

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

15.2 In addition to Article 15.1 two (2) "floater" days will be granted to each full time regular employee during each full calendar year of service. These are to be taken at anytime during a given calendar year subject to operational requirements and seniority. For the calendar year 1992 only one floater day will apply.

15.2.1 When a holiday specified in Article 15.1 falls on a Saturday and/or Sunday, the regular working day or days following such a Saturday and/or Sunday is/are holiday(s) in lieu thereof.

15.2.2 When an employee's regular shift includes work on a Sunday and a holiday specified in Section 15.1 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.

15.2.3 If a holiday falls on a scheduled day off the employee is entitled to the next business day off or by mutual agreement of the employee and supervisor a day off at a later date.

15.3 Employees in positions in a class included in Schedule I or II (Article 10 - Hours of Work) who work on a holiday included in Section 15.1 shall be paid at the rate of two (2) times the basic hourly rate for all hours worked or where mutually agreed, may receive compensatory day 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.

15.4 An employee shall not be entitled to a holiday pay if, he/she is absent from work on either his scheduled work day immediately preceding or immediately following the paid holiday, unless such absence is with the consent of the Board, due to sickness, preapproved leave of absence or circumstances beyond the employee's control.

ARTICLE 16 - NON PYRAMIDING OF PREMIUM PAYMENTS

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

ARTICLE 17 - REIMBURSEMENT RATE FOR USE OF AUTOMOBILE

17.1 If an employee is authorized to use her/his own automobile on Board's business, the employee shall be paid effective January 1, 1992 30¢ per km travelled while on Board's business.

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

ARTICLE 18 - TIME CREDITS WHILE TRAVELLING

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

18.2 When travel is by airplane, time will be credited from one and one half (1 1/2) hours before the scheduled time of departure and a time credit of one (1) hour before scheduled time of departure when travelling by a regional bus or train (excluding taxi, TTC, GO buses, or Greater Metro local buses) until one (1) hour after the actual arrival of these carriers at the destination.

18.3 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.

18.4 When sleeping accommodation is provided, the hours between eleven (11:00 p.m.) and 1 hour prior to the start of the workshops shall not be credited.

18.5 When an employee is required to travel on her/his regular day off or a holiday listed in Article 15 (Holidays), s/he shall be credited with a minimum of four (4) hours.

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

18.7 On travel days of workshops, when departure is prior to 9 a.m. a travelling employee's regular starting time may be adjusted so that those employees who are travelling will have a common starting time.

ARTICLE 19 - REIMBURSEMENT FOR MEAL COSTS

19.1 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.

19.2 Employee who is covered by Article 19.1 shall be entitled to a per diem meal allowance in the amount of $40.00 unless otherwise specified by his/her manager, or Article 19.5

19.3 Each employee will submit their own claim for meal allowance unless other arrangements are pre-approved by management.

19.4 Meal allowance will not apply in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

19.5 If travel does not extend over a full day the following meal allowance would apply to the travel portion of the day.

a) $8.00 - breakfast
b) $12.00 - lunch
c) $20.00 - dinner

ARTICLE 20 - TERMINATION OF EMPLOYMENT

20.1 Any employee who is absent from duty without official leave for a period of five (5) 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.

20.2 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 21 - JOB SECURITY

21.1 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.

21.2 Where a lay-off occurs by reason of shortage of work or funds, abolition of a position or reorganization, 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.

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

21.4 When an employee is identified as surplus, the employer will reassign the employee on the basis of her/his seniority to a vacancy within the bargaining unit provided that the surplus employee is qualified for and capable of performing the duties of the vacant position and the maximum salary of the vacancy is not greater than 3% above nor 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 previously held by the employee during her/his current term of continuous service; or
- another vacancy

21.5 Where an employee is assigned to a vacancy in accordance with Section 21.4, Section 8.4 of Article 8 (Pay Administration) shall apply.

21.6 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 21.4, shall be laid off and the provisions of Section 21.7.1 and 21.7.2 shall not apply.

21.7.1 An employee who has completed her/his probationary period who has not been assigned to vacancy in accordance with Section 21.4 and who is subject to lay-off as a surplus employee shall have the right to displace an employee who shall be identified by the Employer in the following manner and sequence:

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

21.7.2 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 8.4.1 of Article 8 (Pay Administration) shall not apply.

21.7.3 Notwithstanding the provisions of Article 21 alternative arrangements concerning job security which may include re-training may be negotiated between the employer and the Union and implemented by mutual consent.

21.8 The employee must indicate in writing to the employer her/his intention to displace another employee as far in advance as possible but not later than two (2) weeks following the date of notification of lay-off. If s/he does not indicate her/his intent to displace another employee within this period, s/he shall be deemed to have opted to be laid off.

21.9 Where the employee chooses not to exercise her/his rights under Section 21.8, s/he shall be laid off.

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

21.11 An employee who is laid off and who has been employed for three (3) months or more shall receive notice in writing or pay in lieu of thereof as follows:

a) 2 weeks notice - where employment is less than three (3) years.
b) 3 weeks notice - where employment is three (3) years or more but less than four (4) years.
c) 4 weeks notice - where employment is four (4) years or more but less than five (5) years.
d) 5 weeks notice - where employment is five (5) years or more but less than six (6) years.
e) 6 weeks notice - where employment is six (6) years or more but less than seven (7) years.
f) 7 weeks notice - where employment is seven (7) years or more but less than eight (8) years.
g) 8 weeks notice - where employment is eight (8) years or more but less than ten (10) years.
h) 12 weeks notice - where employment is ten (10) years or more, with a copy of the notice to the Union.

21.12 An assignment under this Article shall not be considered a promotion or a demotion.

21.13 Where it is necessary to assign a surplus employee in accordance with this Article, the provisions of Article 7 (Posting and Filling of Vacancies) shall not apply

21.14 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.

21.15.1 Where it is necessary to release an employee who has completed her/his probationary period because of the introduction of a technological change in equipment or methods of operation, at least three (3) months notice in advance of the change shall be given to the employee affected and to the Union.

21.15.2 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 22 - SENIORITY (LENGTH OF CONTINUOUS SERVICE)

22.1 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 of appointment to the full-time regualr 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..

22.2 Where an employee has been released in accordance with Article 21 (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.

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

a) when s/he is on leave of absence without pay for greater than thirty (30) days; or
b) when s/he is receiving benefits under the Long Term Income Protection plan (Article 38); or
c) 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.

22.4 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 five (5) consecutive working days, or
(d) an employee is released in accordance with Article 21 (Job Security) and is not rehired before the end of two (2) years).

ARTICLE 23 - GRIEVANCE PROCEDURE

23.1 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.

23.2.1 An employee who believes s/he has a complaint or a difference shall first discuss the complaint or difference with her/his supervisor within twenty (20) days of the occurrence or origination of the circumstances giving rise to the complaint or difference.

23.2.2 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:

23.3.1 STAGE ONE
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.

23.3.2. STAGE TWO
If the grievance is not resolved under Stage One, the employee may submit the grievance to her/his Vice President within seven (7) days of the date that s/he received the decision under Stage One. In the event that no decision in writing is received in accordance with the specified time limits in Stage One, the grievor may submit the grievance to her/his Vice President within seven (7) days of the date that the supervisor was required to give her/his decision in writing in accordance with Stage One.

23.3.3 The Vice President shall hold a meeting with the employee within fifteen (15) days of the receipt of the grievance and shall give the grievor her/his decision in writing within seven (7) days of the meeting.

23.4.1 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.

23.4.2 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.

23.4.3 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.

23.4.4 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.

23.5.1 Any difference between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement that has not been resolved during the grievance procedure may be referred to an Arbitration Board, provided such referral is made in writing within fifteen (15) days of the date of receipt of the decision of the Vice President or within fifteen (15) days of the specified time limit for receiving the decision.

23.5.2 The written referral to an Arbitration Board shall specify the nominee of the party making the referral. The other party shall, within ten (10) days notify the referring party of its nominee. The two (2) nominees shall, within ten (10) days, agree on a Chair of the Board. In default of such agreement, the Minister of Labour may make the appointment. The Minister may also appoint the nominee of any party who fails to make an appointment as required.

23.5.3 The Arbitration Board shall hear and determine the matter raised in the grievance. The Arbitration Board shall determine any question as to whether a matter is arbitrable. The decision of a majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chair governs.

23.5.4 Each party shall pay the fees and expenses of its nominee, and the parties shall share equally the fees and expenses of the Chair.

23.5.5 Where the parties mutually agree in writing, a sole Arbitrator may be substituted for an Arbitration Board. A sole Arbitrator shall have all the powers of an Arbitration Board, and the fees and expenses of the Arbitrator shall be shared equally by the parties. Any reference to an Arbitration Board shall include a sole Arbitrator where the context requires.

23.6 An employee who is a grievor shall be allowed leave-of-absence with no loss of pay and with no loss of credits for each day of attendance before an Arbitration Board who hears and determines that employee's grievance, if required to be in attendance by the Board or Tribunal.

23.7 LAYOFF

Where an employee files a grievance claiming improper layoff and the grievance is referred to an Arbitration Board in accordance with Section 23.5, 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.

23.8 RELEASE DURING PROBATION

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

23.9 DISMISSAL

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.

23.10.1 CLASSIFICATION

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.

23.10.2 In the case of any grievance filed under Article 23.10.1, the authority of the Arbitration Board shall be limited to:

(a) confirming that the grievor is properly classified in an existing class, or
(b) finding that the grievor would be properly classified in the class claimed in her/his grievance.

23.10.3 The Employer upon written request either by the employee or by the Union shall make available all information and provide copies of all documents which are relevant to the grievance or may be used by the Employer in the presentation of the case before the Arbitration Board. The Union shall provide to the Employer, five (5) days before the first scheduled hearing date, copies of any relevant documents on which it intends to rely in presentation of its case before an Arbitration Board.

23.11.1 UNION/EMPLOYER GRIEVANCE

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.

23.11.2 The Employer shall be entitled to file a grievance arising from the interpretation, application, administration or alleged contravention of the Agreement, provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance. Such a grievance shall be signed by the Chief Executive Officer or her/his designee shall be lodged with the President of OPSEU, Local 598, who shall respond in writing within fifteen (15) days of receipt of the grievance. The Employer may refer the grievance to an Arbitration Board as prescribed by Article 23.5, provided such referral is made in writing within fifteen (15) days of receipt of the response of the President of OPSEU, Local 598, or within fifteen (15) days of the specified time limit for receiving the response.

GENERAL

23.12 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.

23.13 In this Article, days shall include all days exclusive of Saturdays, Sundays and designated holidays.

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

23.15 An Arbitration Board shall have no jurisdiction to alter, change, amend or enlarge any provision of the Collective Agreement.

SEXUAL HARASSMENT

23.16.1 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.

23.16.2 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.

23.16.3 The time limits set out in Article 23.2.1 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.

23.16.4 Where, at any time either before the making of a complaint or the filing of a grievance under Article 23, the Employer establishes an investigation of the complaint, or the employee agrees to the establishment of such an investigation, pursuant to any staff relations policy or other procedures of the Employer, the time limits for the processing of the complaint or grievance under Article 23 shall be suspended until the employee is given notice in writing of the results of the investigation.

23.16.5 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 23 to be presented to the supervisor may be presented directly to the Chief Executive Officer, or the Chief Executive Officer's designee, or any person appointed by the Chief Executive Officer specifically to deal with complaints or grievances under this provision.

Where it appears to an Arbitration Board that an employee who is a grievor under this Article has made a complaint under the Ontario Human Rights Code relating to the conduct which is the subject of the grievance, an Arbitration Board may, as it sees fit, adjourn the grievance, stay the grievance, or dismiss the grievance.

23.16.6 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 23A - NO STRIKES OR LOCKOUTS

23A There shall be no strikes or lockouts so long as this Agreement continues to operate.

ARTICLE 24 - LEAVE - UNION ACTIVITIES

24.1 Upon at least fourteen (14) days prior written notice by the Union, leave-of-absence without pay but with no loss of credits shall be granted for not more than four (4) consecutive days for each employee delegate for the purpose of attending the Annual Convention.

24.2.1 Leave of absence with no loss of pay and with no loss of credits shall be granted to a member of the Union who participates in negotiations, mediation and arbitration, provided that no more than 3 employees at any one time shall be permitted such leave for any one set of negotiations.

24.2.2 Members of the Union granted leaves-of-absence under sub-section 24.2.1 shall also be granted reasonable time off with pay and with no loss of credits to attend Union bargaining team caucus sessions held immediately prior to and following such negotiations, mediation or arbitration. Leaves-of-absence granted under this sub-section shall include reasonable travel time.

24.3.1 Upon at least fourteen (14) days prior written notice by 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.

24.3.2 The Union will notify the Employer in writing of the name and location of such employees, immediately following their election.

24.3.3 The Union shall reimburse the Employer for such leave in the manner set out in Article 24.4.2.

24.4.1 When an employee is elected as 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.

24.4.2 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.

24.4.3 On completion of the employee's term of office, the President or First Vice-President may return to her/his previous employment and service shall be deemed to be continuous for all purposes. Any leave-of-absence extending beyond the initial term of office of the President or First Vice-President shall be a matter to be determined between the parties and any such additional leave shall be subject to the same conditions and terms as prevailed in the initial leave-of-absence.

24.5 An employee shall discuss any leaves requested under this Article with her/his supervisor at the earliest opportunity.

24.6 All written requests for leave-of-absence under Article 24 shall quote the section under which leave is sought, shall be signed by a duly recognized Officer of the Union, and shall be sent to the Employer. It is understood that leaves requested by the Union may be withheld if such leaves unduly interfere with the operating requirements of the Employer.

ARTICLE 25 - LEAVE WITHOUT PAY

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

ARTICLE 26 - LEAVE/COURT PROCEEDINGS

26.1 Where an employee is absent by reason of a summons to serve as a juror or as a witness in a Court proceeding, the employee may, at her/his option:

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

ARTICLE 27 - LEAVE/MILITARY SERVICE

27.1 A leave-of-absence may be granted for not more than one (1) week with pay and not more than one (1) week without pay in a fiscal year to an employee for the purpose of Canadian Forces Reserve training.

ARTICLE 28 - SPECIAL & COMPASSIONATE LEAVE

28.1 A leave-of-absence with pay may be granted for not more than three (3) days in a year upon:

a) family crisis situation, where family consists of spouse, common-law spouse, child, parent or other member of the employee's immediate household;
b) a natural or accidental disaster

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

ARTICLE 29 - INFORMATION TO EMPLOYEES

29.1 A newly hired employee shall be informed in writing if her/his position is within the bargaining unit, of the name and address of the bargaining agent and the name and work location of the local union steward which shall be provided as per Subsection 23.4.4 of Article 23.

29.2 The Employer shall make sufficient copies of the Collective Agreement available to ensure that all employees have access to it.

29.3 As soon as practicable following the end of each quarter, each employee shall be notified of the number of vacation and attendance credits to which s/he is entitled.

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

32.5 If the complaint is not satisfactorily resolved within 7 days of the discussion with the benefits administrator it may be referred to an Arbitration Tribunal within an additional 15 days.

32.6 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:

(a) Any standard life or endowment plans (without disability or double-indemnity benefits) issued by the insuring company.
(b) A one (1) year term insurance plan which is convertible to the standard life or endowment plans referred to in 1. above.
(c) 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 of 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)(i) 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 ($500) on each dependent child, or two thousand dollars ($2,000) on the employee's spouse and/or one thousand dollars ($1,000) on each dependent child. The employee pays the full premium for this coverage.

(b) Dependent Life Insurance will terminate at the earlier of either the end of the calendar month in which the employee ceases to be a full time regular employee or, if the employee continues to be employed after age 65, the first day of October following the employee's 65th birthday, or the date a dependent ceases to be an eligible dependent.

(c) Conversion option: When an employee terminates, Dependent Life Insurance on a spouse may be converted to an individual policy which may be obtained without evidence of insurability and providing coverage for the same amount for which the spouse was insured as a dependent prior to termination. The premium of such policy shall be at the current rates of the insuring company. Application for the converted policy must be made within thirty-one (31) days of the date of termination of insurance.

(d) Eligible dependents shall include spouse, unmarried children under 21 years of age, unmarried children between 21 and 25 years of age in the 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 or 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, 1992, the Supplementary Health and Hospital Plan shall provide for the reimbursement of ninety percent (90%) of the cost of prescribed drugs and medicines, and one hundred percent (100%) of the cost of semi-private or private hospital accommodation to a maximum of seventy-five dollars ($75) 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 licensed chronic or convalescent hospital up to twenty-five dollars ($25) per day and limited to one hundred and twenty (120) days per calendar year for semi-private or private accommodation;

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

(c) Charges for private-duty nursing in the employee's home, by a registered nurse or a registered nursing assistant who is not normally resident in the employee's home, and who is not related to either the employee or her/his dependents, provided such registered nursing service is approved by a licensed 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 licensed and practising within the scope of their licence), to a maximum of twelve dollars ($12) per visit for each visit not subsidized by the provincial health plan;

(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) paris 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);

(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;

35.2 (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 licensed to practise medicine which, when provided outside the Province of Ontario, exceed the Ontario health plan 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 provincial health plan;

(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 of 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 two hundred dollars ($200.00) 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 he 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, arrangement 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, 1992, the Employer shall pay the full premiums under this plan on the basis of eighty five percent/fifteen percent (85%/15%) co-insurance. The employee shall pay the cost of dental care directly and the carrier shall reimburse the employee eighty five percent (85%) based on 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 three thousand dollar ($3,000) 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 of 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 three thousand dollars ($3,000) for each such dependent unmarried child.

36.3 Effective January 1, 1992, 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 current Ontario Dental Association Schedule of fees, up to a maximum benefit of one thousand dollars ($1,000) per year for the insured employee and each eligible dependent.

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 For the purpose of Article 37 a day equals 7¼ hours or the daily scheduled hours of the absent employee, as applicable.

37.1.2 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:

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

37.2 An employee is not entitled to leave-of-absence with pay under Section 37.1.2 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 37.1.2 of this Article for more than one hundred and thirty (130) working days in the two (2) years until s/he has returned to work for twenty (20) consecutive working days.

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 37.1.2 of this Article must complete twenty (20) consecutive working days or 145 hours of continuous employment before s/he is entitled to further leave under Section 37.1.2 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.

37.6 USE OF ACCUMULATED CREDITS
An employee on leave-of-absence under 37.1.2 of this Article may, at her/his option, have one-quarter (¼) of a day or 1.81 hours 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 of injury beyond the total number of days provided for in Section 37.1.2 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 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, the Employer may require an employee to submit a medical certificate for a period of absence of less then five (5) days where for reasons of health an employee is frequently absent or unable to perform her/his duties. Following any absence caused by sickness the employee may be required to provide a medical certificate indicating her/his ability to return to full duties of her/his regular position. The employer will cover the cost of the medical certificate.

37.10 Employees returning from L.T.I.P. leave to resume employment in accordance with Article 37.9 must complete twenty (20) consecutive working days of employment to qualify for benefits under the Short Term Sickness Plan.

37.11 For the purpose of this Article twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leaves without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to her/his duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.

37.12 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 an Arbitration Board in the arbitration of a disciplinary grievance unless the employee was given reasonable notice of the interview and of the right to have union representation at the interview, and the employee either had such union representation or declined that representation in writing prior to the interview.

ARTICLE 38 - LONG TERM INCOME PROTECTION PLAN

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 Employee's who are currently in receipt of LTIP will be receiving an adjustment in benefit subject to the following table:

Year of LTIP Benefit Commencement	Monthly Increase
1975	$425.00
1976	$365.00
1977	$350.00
1978	$270.00
1979	$200.00
1980	$115.00
1981	$ 75.00
1982	$ 45.00
1983	$ 40.00
1984	$ 35.00
1985	$ 30.00
1986	$ 25.00
1987	$ 20.00
1988	$ 15.00
1989	$ 10.00
1990	$ 0.00
1991	$ 0.00
1992	

38.2.3 Effective December 31, 1993, and annually thereafter, the total monthly payment under Articles 38.2.1 and 38.2.2 shall be increased by up to two percent (2.0%) based on the average annual increase in the Ontario Consumer Price Index (CPI) as published by Statistics Canada each January.

38.3 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.

38.4 LTIP benefits commence after a qualification period of six (6) months from the date the employee becomes totally disabled, unless the employee elects to continue to use accumulated attendance credits on a day-to-day basis after the six (6) month period.

38.5 Total disability means the continuous inability as the result of illness, mental disorder, or injury of the insured employee to perform the essential duties of her/his normal occupation during the qualification period, and during the first twenty-four (24) months of the benefit period; and thereafter during the balance of the benefit period, the inability of the employee to perform the essential duties of any gainful occupation for which s/he is reasonably fitted by education, training or experience.

38.6 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.

38.7 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.

38.8 Long Term Income Protection coverage will terminate at the end of the calendar month in which an employee ceases to be a full-time regular employee. If the employee is totally disabled on the date her/his insurance terminates, s/he shall continue to be insured for that disability.

38.9 If you have been receiving benefits and your disability comes back within three months of returning to full-time work, and if it is due to the same or a related cause, your benefits will start again right away.

38.10 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.

38.11 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.

38.12 Employees while on rehabilitative employment with the Employer will earn vacation credits as set out in Article 44 (Vacation and Vacation Credits).

38.13 (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 21 (Job Security), with the exception of sub-section 21.5 shall apply.

(b) An employee who is assigned under this section to a vacancy in accordance with sub-section 21.4 of Article 21 shall, for a period of six (6) months, be paid at the same step s/he has 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 An employee who is injured while at work or while travelling on Board's business or who is absent from the work place by reason of an industrial disease will suffer no loss of earnings or benefits for the balance of hours on the day the injury occurred.

The employee and employer must complete a report for the Workers' Compensation Board on the day of the injury if possible or as mandated by the Workers' Compensation Act.

39.2 The employee who was injured and is covered by Article 39.1 will be covered by Short Term Sickness Plan for the next thirty (30) days if absent from work due to such injury. These payments will be made pending an award by Workers' Compensation Board.

39.2.1 If an award is made by the Workers' Compensation Board for the period of absence falling within the thirty (30) days following the injury, an adjustment in payments will be calculated according to the award.

39.3.1 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.

39.3.2 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 39.3.1 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 39.3.1 and the compensation awarded shall be converted to its equivalent time and deducted from her/his accumulated credits.

39.4 Payments pursuant to 39.2 will be discontinued after 30 days.

39.5 The employee who has been employed with Ontario Teachers' Pension Plan Board continuously for at least one year shall retain the right to re-employment in her/his pre-injury position or a reasonably equivalent position.

39.6 During the first year while an employee is in receipt of an award from Workers' Compensation Board the employer shall continue to maintain contributions for employment benefits in respect of the employee as if the employee continued to be employed. Any premiums payable by the employee will remain her/his responsibility. Employee's premiums may be paid in advance or by a series of post dated cheques.

ARTICLE 40 - PREGNANCY & PARENTAL LEAVE

40.1 An employee who has been employed with the Board for at least 13 weeks and who is the parent of a child, is entitled to a leave of absence without pay following the birth of a child.

40.2 The pregnancy leave of absence described in Article 40.1 shall be in accordance with the provisions of the Employment Standards Act.

40.3.1 An employee who is entitled to a pregnancy leave under Article 40.2 and who has been employed by the Board for a minimum period of one year, who qualifies under the Unemployment Insurance Act shall, upon providing employer with proof of eligibility for pregnancy benefits under UIC, be paid an allowance as follows:

a) for the first two (2) weeks, payments equivalent to ninety-three percent (93%) of the regular weekly pay rate (based on 36¼ hours) for the position she held on the last day immediately prior to the commencement of the maternity leave, and
b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly U.I. benefits (she is eligible for) and any other earnings received by the employee, and ninety-three percent (93%) of the regular weekly pay rate as defined in (a).

40.3.2 The leave of absence specified in Article 40.1 may be followed by additional 18 weeks of parental leave. During this period of absence no compensation in terms of salary or supplement will be payable to the employee by the Board, however provisions of the Unemployment Insurance Act will apply.

40.4 If requested in writing, and no later than the end of the 31st week of absence the female employee shall be entitled to an additional leave of absence without pay of up to eight (8) weeks.

40.5 Notwithstanding Section 40.3.1(a) and (b), where an employee assigned to a vacancy in accordance with Article 14.3.2 (Video Display Terminal) 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 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.

40.6 Notwithstanding Article 32.2 (Insured Benefits Plan/General) an employee who is on a pregnancy or parental leave shall have her/his benefits coverage continued during that period of leave unless she/he elects in writing not to participate in this provision.

40.7.1 An 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.

40.7.2 Notwithstanding Section 40.7.1 an employee who has been assigned in accordance with Article 14.3.2 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 14.3.2 and paid at the rate in the salary range that she had attained immediately prior to the assignment under Article 14.3.2.

40.8 The supplemental payments referred to in Article 40.3.1 (a) and (b) shall be based on the regular salary as stated in that Article inclusive of any retroactive salary adjustment to which the employee shall become entitled.

ARTICLE 41 - ADOPTION AND PARENTAL LEAVE

41.1 An employee who has been employed with the Board for at least 13 weeks and who adopts a child is entitled to parental leave of absence of 18 weeks.

41.2 The employee adopting a child is not entitled to any remuneration from the Board during the parental leave of absence.

41.3 All relevant provisions of the Employment Standards Act and Unemployment Insurance Act will apply to parental leave.

41.4 Provisions of Article 40.6 and 40.7.1 will apply to adoption leave.

ARTICLE 42 - BEREAVEMENT LEAVE

42.1.1 An employee who would otherwise have been at work shall be allowed up to four (4) days leave of absence with pay in the event of the death of her/his son or daughter.

42.1.2 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, parent, parent-in-law, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandchild, or step-child.

42.1.3 In addition to the foregoing time off, a further period of two (2) days leave-of-absence with pay shall be granted to an employee whose bereavement leave requires travel of eight hundred kilometres (800 km) or greater.

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, nephew, grandparent, ward or guardian.

ARTICLE 43 - TERMINATION PAYMENTS

For the purpose of this Article one (1) week of continuous employment equals thirty-six and one quarter (36¼) hours.

43.1 Upon cessation of employment an employee whose seniority commenced prior to January 1, 1970 is entitled to a cash value of her/his accumulated sick time credits, for continuous service up to and including December 31, 1975. The cash value of sick time credits is calculated by multiplying, half of the accumulated hourly sick time credits by employee's hourly rate of pay at the time of cessation of employment.

43.2 An employee whose seniority commences on or after October 1, 1965 but before January 1, 1970 and who ceases employment because of:

a) death

or b) retirement

(i) at age sixty-five (65)

(ii) pursuant to benefit provisions of the Public Service Pension Act

or c) lay-off under Article 21

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

43.2.1 Severance payment under Article 43.2 is calculated as follows:

a) one (1) week of salary for each year of continuous service

or

b) the value of the accumulated sick time credits calculated according to Article 43.1, whichever is greater, but not both.

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

a) death

or b) retirement

(i) at age sixty-five (65)

(ii) pursuant to benefit provisions of the Public Service Pension Plan

or c) lay-off under Article 21

or who has completed a minimum of five (5) years of continuous service and who ceases employment for any reason other than dismissal for cause or abandonment of position under Article 20, is entitled to severance pay for continuous service which began on or after January 1, 1970.

43.3.1 Severance payment under Article 43.3 shall be calculated as one (1) week of salary for each full year of continuous service. When calculation of severance pay involves part of a year it shall be calculated on a monthly basis. Less than 15 days will not be credited, more than 15 days will be deemed to be a full month.

43.4 The total amount of severance pay as stated in Article 43.1, 43.2.1, 43.3 and 43.3.1 shall not exceed twenty-six (26) weeks of regular non-overtime earnings of the employee.

43.5 The severance pay provisions do not apply when an employee

a) refuses an offer of his employer of reasonable alternative employment with her/his employer, subject to the provisions of Article 21 (Job Security);
b) refuses to exercise her/his seniority rights to obtain reasonable alternative employment, subject to Article 21 (Job Security);
c) has been guilty of wilful misconduct or disobedience or wilful neglect of duty that has not been condoned by the employer;

43.6 Notwithstanding Article 43.3 and 43.3.1 any regular full-time employee who begins employment with the Board on or after January 1, 1992 and who is terminated only by reason of:

a) dismissal without cause, including constructive dismissal shall receive severance pay
b) a permanent lay-off (as defined in Article 4(k)) s/he shall receive severance pay
c) cessation of employment because of death or retirement pursuant to the benefits of the Public Service Pension Plan after one (1) year of continuous service shall receive severance pay.

43.6.1 Severance pay referred to in Article 43.6 shall be calculated as one (1) week of salary for each year of service up to a maximum total payment of twenty-six (26) weeks of non-overtime earnings.

43.7 No future severance payments shall be made for any year of employment for which employee received severance payments under the provisions of Article 43.

ARTICLE 44 - VACATIONS AND VACATION CREDITS

44.1 Effective January 1, 1992, 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 fifteen (15) 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 subject to Article 44.10.

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.

d) Notwithstanding 44.5 (c) an employee must take a minimum of two (2) weeks vacation during a calendar year, subject to their credit eligibility.

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 LEAVE ADVANCE

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

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

PART C - CONTRACT EMPLOYEES

ARTICLE 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.

45.2 The Employer will provide to the Union, within thirty (30) days of commencement of employment a list of all new contract employees outlining their name, length of contract and rate of pay.

ARTICLE 46 - OTHER APPLICABLE ARTICLES

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

Article 1 - Recognition
Article 2 - Check off of Union Dues subject to Article 1
Article 3 - Management Rights
Article 4 - Definitions
Article 11 - Rest Periods
Article 16 - Non-Pyramiding of premium payments
Article 17 - Reimbursement note for use of automobile
Article 18 - Time credits while travelling
Article 19 - Reimbursement for Meal Costs
Article 22 - Seniority
Article 23 - Grievance Procedures
Article 24 - Leave - Union Activity
Article 26 - Leave - Court Proceedings
Article 29 - Information to new employees
Article 30 - Changes 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 seventy-two and one half (72½) hours per 2 week period.

49.2 Overtime is not applicable to employees in Schedule II.

49.3 Employees who work authorized overtime shall be paid at one and one-half (1-1/2) times the basic hourly rate.

ARTICLE 50 - HOLIDAY PAYMENTS

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:

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

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

b) In addition to a) one (1) day off defined as a "floater" will be granted to employees for each six (6) months of consecutive employment. These are to be taken at any time mutually agreed upon by the supervisor and the employee and subject to operational requirements. For the calendar year 1992 only one floater day will apply.

ARTICLE 51 - VACATION PAYMENTS

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 & 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 in compliance with the Health and Safety Act.

ARTICLE 53 - ATTENDANCE CREDITS & SICK LEAVE

53.1 Employees who work seventy-two and one half (72½) hours per 2 week period shall earn attendance credits of one and one-quarter (1-¼) 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 to her/his official duties. Notwithstanding this provision, the Employer may require an employee to submit a medical certificate for a period of absence of less than five (5) days where for reasons of health an employee is frequently absent or unable to perform her/his duties. Following any absence caused by sickness the employee may be required to provide a medical certificate indicating her/his ability to return to full duties of her/his regular position. The employer will cover the cost of the medical certificate.

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 five (5) 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.

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 4% of salary earned plus overtime earned in a pay period. Such premium will be applied to the compensation rates as shown.

COMPENSATION RATES - 3%

Appendix A

	MIN				MAX	
OPERATOR 1, TELEPHONE SWITCHBOARD (RECEPTION)						
01-JAN-91	11.79	12.07	12.34	12.67	13.01	
01-JAN-92	12.14	12.43	12.71	13.05	13.40	
01-JAN-93	12.50	12.80	13.09	13.44	13.80	
OPERATOR, COPY MACHINE						
01-JAN-91	11.97	12.25	12.54	12.86	13.19	
01-JAN-92	12.33	12.62	12.92	13.25	13.59	
01-JAN-93	12.70	13.00	13.31	13.65	14.00	
MICROFILM OPERATOR 2						
01-JAN-91	11.97	12.24	12.54	12.86	13.19	
01-JAN-92	12.33	12.61	12.92	13.25	13.59	
01-JAN-93	12.70	12.99	13.31	13.65	14.00	
DATA ENTRY OPERATOR 2						
01-JAN-91	12.62	12.93	13.26	13.62	13.96	14.32
01-JAN-92	13.00	13.32	13.66	14.03	14.38	14.75
01-JAN-93	13.39	13.72	14.07	14.45	14.81	15.19
HELPER FOOD SERVICE						
01-JAN-91	12.70	12.93				
01-JAN-92	13.08	13.32				
01-JAN-93	13.47	13.72				
CLERK 2, MAIL						
01-JAN-91	12.14	12.44	12.78	13.10	13.43	
01-JAN-92	12.50	12.81	13.16	13.49	13.83	
01-JAN-93	12.88	13.19	13.55	13.89	14.25	

COMPENSATION RATES - 3%

Appendix A

	MIN				MAX
CLERK 3, MAIL					
01-JAN-91	13.43	13.80	14.16	14.53	14.92
01-JAN-92	13.83	14.21	14.58	14.97	15.37
01-JAN-93	14.25	14.64	15.02	15.42	15.83
CLERK 2, FILING					
01-JAN-91	12.19	12.48	12.81	13.13	13.46
01-JAN-92	12.56	12.85	13.19	13.52	13.86
01-JAN-93	12.94	13.24	13.59	13.93	14.28
CLERK 3, FILING					
01-JAN-91	13.43	13.80	14.16	14.53	14.92
01-JAN-92	13.83	14.21	14.58	14.97	15.37
01-JAN-93	14.24	14.64	15.02	15.42	15.83
CLERK 2, SUPPLY					
01-JAN-91	13.36	13.67	13.99		
01-JAN-92	13.76	14.08	14.41		
01-JAN-93	14.17	14.50	14.84		
PURCHASING OFFICER 1					
01-JAN-91	16.49	16.97	17.51	18.07	18.65
01-JAN-92	16.98	17.48	18.04	18.61	19.21
01-JAN-93	17.49	18.00	18.58	19.17	19.79
CLERK 2, GENERAL					
01-JAN-91	12.40	12.73	13.07	13.40	13.75
01-JAN-92	12.77	13.11	13.46	13.80	14.16
01-JAN-93	13.15	13.50	13.86	14.21	14.58

COMPENSATION RATES - 3% Appendix A

	MIN				MAX
CLERK 3, GENERAL					
01-JAN-91	13.84	14.20	14.57	14.97	15.36
01-JAN-92	14.26	14.63	15.01	15.42	15.82
01-JAN-93	14.69	15.07	15.46	15.88	16.29
CLERK 4, GENERAL					
01-JAN-91	14.92	15.32	15.77	16.19	16.68
01-JAN-92	15.37	15.78	16.24	16.68	17.18
01-JAN-93	15.83	16.25	16.73	17.18	17.70
CLERK 5, GENERAL					
01-JAN-91	16.73	17.22	17.76	18.30	18.88
01-JAN-92	17.23	17.74	18.29	18.85	19.45
01-JAN-93	17.75	18.27	18.84	19.42	20.03
CLERK 5, ATYPICAL					
01-JAN-91	17.59	18.15	18.75	19.38	20.00
01-JAN-92	18.12	18.69	19.31	19.96	20.60
01-JAN-93	18.66	19.25	19.89	20.56	21.22
CLERK 6, GENERAL					
01-JAN-91	18.44	19.07	19.74	20.43	21.13
01-JAN-92	18.99	19.64	20.33	21.04	21.76
01-JAN-93	19.56	20.23	20.94	21.67	22.41
TRANSLATOR 2					
01-JAN-91	23.53	24.56	25.59	26.70	27.83
01-JAN-92	24.24	25.30	26.36	27.50	28.66
01-JAN-93	24.97	26.06	27.15	28.33	29.52

COMPENSATION RATES - 3% **Appendix A**

	MIN				MAX
DATA TECHNICIAN 2					
01-JAN-91	13.91	14.27	14.63	15.01	15.46
01-JAN-92	14.33	14.70	15.07	15.46	15.92
01-JAN-93	14.76	15.14	15.52	15.92	16.40
DATA TECHNICIAN 3					
01-JAN-91	14.82	15.25	15.66	16.10	16.56
01-JAN-92	15.26	15.71	16.13	16.58	17.06
01-JAN-93	15.72	16.18	16.61	17.08	17.57
DATA TECHNICIAN 4					
01-JAN-91	15.93	16.39	16.86	17.38	17.91
01-JAN-92	16.41	16.88	17.37	17.90	18.45
01-JAN-93	16.90	17.39	17.89	18.44	19.00
DATA TECHNICIAN 5					
01-JAN-91	17.30	17.82	18.35	18.92	19.52
01-JAN-92	17.82	18.35	18.90	19.49	20.11
01-JAN-93	18.35	18.90	19.47	20.07	20.71
JUNIOR SYSTEMS OFFICER					
01-JAN-91	15.46	16.37	17.40	18.51	19.40
01-JAN-92	15.92	16.86	17.92	19.07	19.98
01-JAN-93	16.40	17.37	18.46	19.64	20.58
SYSTEM OFFICER 1					
01-JAN-91	19.40	19.99	20.66	21.31	22.01
01-JAN-92	19.98	20.59	21.28	21.95	22.67
01-JAN-93	20.58	21.21	21.92	22.61	23.35

COMPENSATION RATES - 3%

Appendix A

	MIN				MAX
SYSTEM OFFICER 2					
01-JAN-91	21.67	22.42	23.16	24.13	25.16
01-JAN-92	22.32	23.09	23.85	24.85	25.91
01-JAN-93	22.99	23.78	24.57	25.60	26.69
SYSTEM OFFICER 3					
01-JAN-91	24.28	25.18	26.41	27.62	28.95
01-JAN-92	25.01	25.94	27.20	28.45	29.82
01-JAN-92	25.76	26.72	28.02	29.30	30.71
INFORMATION OFFICER 2					
01-JAN-91	20.59	21.24	21.93	22.66	23.43
01-JAN-92	21.21	21.88	22.59	23.34	24.13
01-JAN-93	21.85	22.54	23.27	24.04	24.85
FINANCIAL OFFICER, 2					
01-JAN-91	21.39	22.14	22.97	23.43	24.79
01-JAN-92	22.03	22.80	23.66	24.13	25.53
01-JAN-93	22.69	23.48	24.37	24.85	26.30

Appendix B

MEMORANDUM OF AGREEMENT

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

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

This modified flextime agreement is made in accordance with Article 10.5 (Hours of Work) of the Collective Agreement and replaces the existing Appendix B - Memorandum of Agreement between the Board and the Union.

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

ARTICLE 1 - EMPLOYEES AFFECTED

1.1 This agreement shall apply to all full-time regular and full-time contract employees of the Board, in the Bargaining Unit except for employees in departments where this agreement would interfere with operational requirements.

1.2 Where operational requirements necessitate alternate scheduling of employee's the Board will discuss these arrangements with the Union.

ARTICLE 2 - HOURS OF WORK

2.1 Employees may elect to work on one of the following schedules:

Option 1: 5 days per week, provided 36.25 hours are worked per week
Option 2: 4½ days per week, provided 36.25 hours are worked per week
Option 3: 9 days in a two week period provided 72.5 hours are worked in each two week period.

2.2 Employees electing Option 1 or 3 may work within the hours of 7:00 a.m. to 6:00 p.m. each working day provided the hours of work are met, if Option 2 is chosen the employee may work within the hours of 7:00 a.m. to 6:00 p.m. Monday through Thursday and 7:00 a.m. to 1:45 p.m. on Friday.

2.3 Notwithstanding Article 2.2, each employee must be present during the core hours of 9:30 a.m. to 2:45 p.m. with the exception of employees that elect Option 2. For Option 2 employees, the core hours are from 9:30 a.m. to 2:45 p.m. Monday through Thursday and 9:30 a.m. to 11:15 a.m. on Friday.

2.4 Employees may elect to establish their own schedule, subject to Article 2.11 provided the hours of operation are met.

2.5 Each employee, who is not otherwise absent from work (due to vacation, sick leave or compensating time off) shall be at work for at least 4½ or 5 days per week or 9 days in each two week period, depending on the option selected.

2.6 Notwithstanding Articles 2.2 through 2.5, employees who are required to attend a workshop and/or a presentation on a Friday afternoon are not required to complete all of their scheduled hours on Friday in order to allow for flexibility in travelling to such workshop and/or presentation.

2.7 Notwithstanding Article 11 (Rest Periods) of the Collective Agreement, employees that elect Option 2 are entitled to a single rest period of fifteen (15) minutes during regular hours of work on Friday mornings.

2.8 Lunch periods shall be a minimum of half-hour duration and are without pay.

2.9 Employees electing option 3, if the time off falls on a statutory holiday, the employee will be required to take equivalent alternate time off. The alternate time off must be approved in advance by the supervisor.

2.10 Employees wishing to participate or discontinue participation in this program must convey their intent to participate or discontinue participation to their supervisor, in writing, at least two weeks in advance of the date proposed for participation or discontinuance of participation.

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

ARTICLE 3 - OVERTIME

3.1 Authorized period of work in excess of the approved working periods between Monday and Friday, as specified in Article 2.1, will be compensated for in accordance with Article 12 of the Collective Agreement for regular full-time employee's and Article 49.1 for full-time contract employees.

3.2 Employees who are in positions in classes assigned to Schedule II and who are required to work on a scheduled day off, shall receive equivalent time off.

3.3 Notwithstanding, Article 3.1, if due to operational requirements, an employee is required to work during scheduled "time off" the employee, where mutually agreed with her/his supervisor, may receive equivalent time off in lieu of overtime pay.

3.4 Employees are not able to accumulate their "time off" except under exceptional situations approved in advance by the supervisor.

3.5 Where an employee works on a holiday specified in Article 15 (Holiday Payment) of the Collective Agreement the employee may elect payment or compensating leave under Article 15.3.

ARTICLE 4 - SHORT TERM SICKNESS PLAN

4.1 Employees shall be entitled to full pay for the first 43-½ hours of absence due to sickness or injury and seventy-five percent (75%) for the next 899 hours of absence due to sickness or injury.

4.2 Where an employee is ill the employee will be deducted the time used, however, if the employee is absent for a full day the employee will be deducted the number of hours that were scheduled (minimum of 7.25 hours per day with the exception of Friday a minimum of 4.25 hours for employees who elect Option 2).

4.3 Employees may exercise their option under section 37.6 of Article 37 (Short Term Sickness Plan) of the Collective Agreement by deducting 25% of the hours of absences under this section from accumulated vacation or attendance credits, rounded to the nearest quarter hour.

For example, for an absent employee with a regularly scheduled eight hour workday, deduct 25% of 8 hours = 2 hours. If off on a 4¼ hour day, deduct 25% of 4¼ hours = 1 hour.

ARTICLE 5 - VACATION CREDITS

5.1 Vacation credits and deduction therefrom will be calculated on an hourly basis.

5.2 Where an employee is on vacation the employee will be deducted the time used, however, if the employee is absent for a full day the employee will be deducted the number of hours that were scheduled (minimum of 7.25 hours per day with the exception of Friday a minimum of 4.25 hours for employees who elect Option 2).

ARTICLE 6 - WORKERS' COMPENSATION

6.1 For the purpose of Section 39.3.1 of Article 39 (Workers' Compensation) of the Collective Agreement, "sixty-five (65) working days" shall be deemed to be 471 ¼ hours.

ARTICLE 7 - TERM

7.1 This Agreement will be effective from the date of its signing and will remain in effect for the life of the current Collective Agreement.

7.2 Notwithstanding Article 7.1 either party, upon written 60 days notice to the other party, may terminate this Agreement.

ARTICLE 8 - OTHER

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

PART D - TERM OF AGREEMENT

ARTICLE 57 - TERM OF AGREEMENT

57 This Agreement covers the period from January 1, 1992 to December 31, 1993. The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing, within a period of ninety (90) days before the expiry of the Agreement, of its desire to bargain with respect to the renewal of the Agreement.

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.

DATED AT North York THIS 20th DAY OF August, 1992.

FOR THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION	FOR THE ONTARIO TEACHERS' PENSION PLAN BOARD