

# COLLECTIVE AGREEMENT

Between:

Ontario Compensation Employees Union (OCEU)  
Canadian Union of Public Employees, Local 1750

and

The Workplace Safety & Insurance Board (WSIB),  
Ontario

May 1, 2020 to April 30, 2023

## Table of Contents

|  |     |
|--|-----|
| PREAMBLE AND PURPOSE .....   | 4   |
| ARTICLE 1 - RECOGNITION .....                                      | 5   |
| ARTICLE 2 - ORIENTATION .....                                      | 7   |
| ARTICLE 3 – PROBATIONARY PERIOD FOR NEW PERMANENT HIRES .....      | 8   |
| ARTICLE 4 – SENIORITY .....  | 9   |
| ARTICLE 5 – RECRUITMENT, SELECTION, REASSIGNMENTS & TRANSFERS..... | 11  |
| ARTICLE 6 - ORGANIZATIONAL/TECHNOLOGICAL CHANGE.....               | 27  |
| ARTICLE 7 - HOURS OF WORK / OVERTIME / SHIFT PREMIUM .....         | 41  |
| ARTICLE 8 - TRAVEL and EXPENSES .....                              | 44  |
| ARTICLE 9 - HEALTH and SAFETY .....                                | 48  |
| ARTICLE 10 - PAID HOLIDAYS .....                                   | 50  |
| ARTICLE 11 - VACATION SCHEDULING .....                             | 51  |
| ARTICLE 12 - GRIEVANCE PROCEDURE.....                              | 60  |
| ARTICLE 13 - DISCIPLINE AND DISCHARGE .....                        | 67  |
| ARTICLE 14 - JOINT COMMITTEES .....                                | 69  |
| ARTICLE 15 - WELLNESS DAYS .....                                   | 71  |
| ARTICLE 16 - LEAVE OF ABSENCE.....                                 | 74  |
| ARTICLE 17 - LEAVE OF ABSENCE FOR UNION ACTIVITIES.....            | 82  |
| ARTICLE 18 - PAYMENT OF WAGES AND ALLOWANCES .....                 | 87  |
| ARTICLE 19 - PILOT PROJECTS .....                                  | 94  |
| ARTICLE 20 - CHECK OFF UNION DUES.....                             | 95  |
| ARTICLE 21 - EMPLOYEE BENEFITS .....                               | 96  |
| ARTICLE 22 - CONTRACT EMPLOYEES .....                              | 100 |
| ARTICLE 23 - NO DISCRIMINATION/ HARASSMENT.....                    | 103 |
| ARTICLE 24 - PERFORMANCE APPRAISALS.....                           | 104 |
| ARTICLE 25 - WORK/LIFE BALANCE .....                               | 105 |
| ARTICLE 26 - AMALGAMATION, SALE and MERGER .....                   | 117 |
| ARTICLE 27 - INDEMNIFICATION of EMPLOYEES .....                    | 118 |
| ARTICLE 28 - PENSION .....   | 119 |
| ARTICLE 29 - GENERAL.....  | 120 |
| ARTICLE 30 - SEVERANCE .....                                       | 124 |
| ARTICLE 31 - SALARY RULES.....                                     | 126 |
| ARTICLE 32 - TERM OF AGREEMENT.....                                | 130 |
| Schedule A.....  | 131 |
| JOB HIERARCHY LISTING.....   | 134 |
| APPENDIX 1 - DISABILITY INSURANCE .....                            | 141 |
| APPENDIX 2 - EMPLOYEE BENEFIT PLANS .....                          | 147 |
| APPENDIX 3 - LANGUAGE PROFICIENCY LEVELS AND PAYMENT .....         | 160 |
| APPENDIX 4 - RECOGNITION (Inclusion / Exclusion).....              | 163 |
| APPENDIX 5 - WORK FROM HOME PROGRAM.....                           | 164 |

|  |            |
|--|------------|
| <b>APPENDIX 6 - INFORMATION TECHNOLOGY CENTRE (ITC)</b> .....                                      | <b>166</b> |
| <b>APPENDIX 7 - Flexible Work Arrangement (FWA) Proposal</b> .....                                 | <b>168</b> |
| <b>APPENDIX 8 - CAREER PROGRESSION Job Family, Job Library, Individual Development Plans</b> ..... | <b>171</b> |
| <b>LETTERS AND MEMORANDUMS OF AGREEMENT</b> .....  | <b>176</b> |
| <b>Qualified Candidates Affected Jobs</b> .....  | <b>177</b> |
| <b>Bill 124 Protecting a Sustainable Public Sector for Future Generations Act, 2019</b> .....      | <b>178</b> |
| <b>Collision Deductible</b> .....  | <b>179</b> |
| <b>Continued Programs</b> .....  | <b>180</b> |
| <b>CUPE Member Facilitators</b> .....  | <b>181</b> |
| <b>Customer Service</b> .....  | <b>182</b> |
| <b>Drug Formulary</b> .....  | <b>183</b> |
| <b>Diversity and Inclusion Mentorship program</b> .....  | <b>184</b> |
| <b>Eligibility Adjudicator Screening Requirements</b> .....  | <b>186</b> |
| <b>Educational Equivalency</b> .....   | <b>187</b> |
| <b>Account Representative &amp; Account Specialist Security Screening Work Assignments</b> .....   | <b>188</b> |
| <b>Employment Security – Prevention</b> .....  | <b>191</b> |
| <b>Former Employees</b> .....  | <b>193</b> |
| <b>Grievance Audit Committee</b> .....   | <b>194</b> |
| <b>Irregular Hours</b> .....   | <b>196</b> |
| <b>Learning and Development Specialist</b> .....   | <b>197</b> |
| <b>Learning and Development Subject Matter Expert</b> .....  | <b>200</b> |
| <b>National Standard of Canada, Psychological Health &amp; Safety in the Workplace</b> .....       | <b>202</b> |
| <b>Health and Safety – Sedentary Work</b> .....  | <b>204</b> |
| <b>Professional Association Fees</b> .....   | <b>205</b> |
| <b>Professional Duties</b> .....   | <b>206</b> |
| <b>Post-Retirement Benefits</b> .....  | <b>207</b> |
| <b>WSIB Recruitment Employee Experience</b> .....  | <b>210</b> |
| <b>Shift Bidding</b> .....   | <b>211</b> |
| <b>Pilot Program on 2022 Summer Vacation</b> .....   | <b>212</b> |
| <b>Tuition Assistance Eligibility</b> .....  | <b>213</b> |
| <b>T2200 - Declaration of Conditions of Employment</b> .....                                       | <b>215</b> |
| <b>Voluntary Exit (VE) and Salary Continuance</b> .....  | <b>216</b> |
| <b>Vacation Credits and Attendance Credits Salary Continuance (Paid Leave of Absence)</b> .....    | <b>218</b> |
| <b>Vacation Immediately Prior to Unreduced Pension</b> .....                                       | <b>220</b> |
| <b>Work Assignments for Specialists, Return to Work</b> .....                                      | <b>222</b> |
| <b>Alternate Hours of Work</b> .....   | <b>223</b> |
| <b>Trial Extended Hours of Work</b> .....  | <b>225</b> |
| <b>Work from Home (WFH)</b> .....  | <b>227</b> |
| <b>Work from Home 2021</b> .....   | <b>229</b> |
| <b>Workload Committee</b> .....  | <b>230</b> |

**THIS AGREEMENT made this 19th day of March 2021.**

**Between:**

**Ontario Compensation Employees Union (OCEU)  
Affiliated with Canadian Union of Public Employees, Local 1750  
(Hereinafter referred to as the “Union”)**

**and:**

**The Workplace Safety & Insurance Board (WSIB), Ontario  
(Hereinafter referred to as the “Employer”)**

### **PREAMBLE AND PURPOSE**

The Workplace Safety and Insurance Board serves workers, their families, and the employers in the province of Ontario.

To promote efficient and effective public service, the Employer and Union recognize they have a mutual interest in, and an obligation to maintain and enhance a constructive, cooperative relationship. Therefore, this agreement between the Employer and the Union is formed to provide:

- (a) Satisfactory working conditions and terms of employment for all employees who are subject to this agreement,
- (b) A forum for proactive discussion on matters of concern, and
- (c) A procedure for the prompt and equitable resolution of grievances.

## ARTICLE 1

### RECOGNITION

- 1.01 The Employer recognizes the Ontario Compensation Employees Union (Canadian Union of Public Employees Local 1750) as the exclusive bargaining agent for all its employees, save and except persons excluded by virtue of the provisions of the *Crown Employees Collective Bargaining Act* or by virtue of the criteria set out in Appendix 4.
- 1.02 The parties, while respecting Article 1 language, recognize the business need to avoid conflict of interest by having designated staff to help manage the workplace in a labour relations environment. In order to satisfy this requirement, the Parties agree to allow one (1) Confidential Assistant, titled (Business Assistant) per Director level position, excluding Executive Director level and above. The parties agree in principle that the placement and distribution of these employees throughout the WSIB shall be determined by the Employer, provided the total Confidential Assistant positions do not exceed the total number of Director level positions.
- 1.03 It is not the Employer's intent that non-bargaining unit employees perform core work normally performed by employees covered by this agreement except in cases of emergency for purposes of training or as prescribed by the Workplace Safety and Insurance Act (WSIA).
- 1.04 The following does not constitute Article 1 modification:
- A title change without job content change,
  - An increase in complement of positions currently in the non-bargaining unit, and/or
  - Changes in reporting without job content modification or alteration in authority.
- 1.05 When the Employer intends to create a new job(s) or modify an existing job, (classified or unclassified), and the job is to be excluded from the bargaining unit, the Employer will follow the process below:
- a) **Information Provided**
- The job description(s), attached explanation sheet (see Appendix 4), and organizational charts will be emailed to each of the three below, or an alternate form of written communication if system problems should occur.
- OCEU/CUPE Local 1750 – (website [www.oceu.ca](http://www.oceu.ca))
  - OCEU/CUPE Local 1750 designate
  - Labour Relations Branch (Administrator) or designate
- b) **Meeting with Labour Relations Manager (or designate)**

Where information has been provided under (a) above and the Union wishes to dispute or seek a better understanding of the exclusion of a specific job(s), the Union designate will formally communicate to the Director of Labour Relations (or designate) the need for a meeting. This meeting may include operating management representative(s) and will take place as soon as possible after the information is provided under point (a) above.

Notwithstanding the pending meeting, management may, at their discretion, post and fill the disputed job. However, the Union's rights are not in any way restricted by this action.

**c) Dispute Process - Choices**

Where there is no agreement as to whether the job is to be non-bargaining unit or bargaining unit by the end of the meeting with the Director of Labour Relations (or designate) and the Union designate, the disagreement can be referred directly to the Grievance Settlement Board as a policy grievance in accordance with Article 12.09.

- 1.06 The Employer will provide the Union with organizational charts by February 1<sup>st</sup> of each year. The charts will identify for the Union by Unit / Department / Branch / Division / Section, or any other title/label that may be used, the numbers of bargaining unit staff, in each geographic location. Notification will include the numbers of employees in each bargaining unit and each non bargaining unit job classification and salary grade and the non-bargaining unit positions to which they report.

It is understood that the charts represent the status of the organization at a point in time and are provided to the Union for information purposes only. When new charts are approved by the Employer they will be provided to the Union.

- 1.07 The Union will have the right to have the assistance of a National Representative(s) of the Canadian Union of Public Employees in all meetings with the Employer.

## ARTICLE 2

### ORIENTATION

2.01 The Employer will provide each newly hired probationary or contract employee in the bargaining unit with:

- (a) A copy of the Collective Agreement.
- (b) Notice of their classification and/or position title, salary scale and grade, and applicable rate of pay.
- (c) In addition, contract employees will receive notice of their work location and the anticipated duration of their employment.
- (d) Occupational health & safety training as required by the *Occupational Health & Safety Act* (as amended).

2.02 As part of an employee orientation program, the Employer will provide up to thirty (30) minutes paid time for a meeting with a Union representative or up to forty-five (45) minutes for large groups of 16 or more employees.

## **ARTICLE 3**

### **PROBATIONARY PERIOD FOR NEW PERMANENT HIRES**

#### 3.01 Probation

A newly hired permanent employee will be on probation from their date of hire for a period of:

- One hundred eighty (180) days worked for part time employees who work less than 7.25 hours per day.
- One hundred forty (140) days worked for full time employees or part time employees who work 7.25 hours per day.

Contract employees who have performed the same job and become permanent in that same job will be credited for one-half of the days worked in the contract position toward their probationary period, however, such probationary periods will be a minimum duration of seventy (70) days worked.

Approved bereavement leave under Article 16 will not have the effect extending a probation period.

#### 3.02 Employee Severance Upon Termination

Employees terminated during their probationary period will receive twenty (20) days severance pay inclusive of pay in lieu of notice.



## ARTICLE 4

### SENIORITY

#### 4.01 Accrual of Seniority

##### (a) Probationary Period

Only an employee who has successfully completed their probationary period has seniority. On successful completion of the probationary period, an employee will be credited with seniority from the most recent date of hire into the bargaining unit, subject to Article 4.01(d).

##### (b) Entered before June 16, 1998

The seniority date for all members of the bargaining unit will be the employee's latest date of hire with the Employer, including contract employment immediately prior to permanent employment, subject to Article 22.01(h).

##### (c) Entered on or after June 16, 1998

Effective June 16, 1998, any new employee or non-bargaining unit individual entering a position within the bargaining unit will accumulate seniority from the most recent date of hire into the bargaining unit. The individual's length of service with regards to pension benefits will not be changed.

Contract employees who are hired to a permanent or another contract position will be considered to have continuous service provided there is no more than a fifteen (15) working day break between the expiration of the contract to the start date of the new job.

##### (d) Prorating part time

Effective July 20, 1998, part-time and contract employees will accumulate all subsequent seniority on the basis of actual time worked with the understanding that 7.25 hours of straight time worked is equivalent to one day of seniority and 1885 hours worked is equivalent to one year of seniority.

Effective June 30, 2011, employees who submit a pre-paid leave will accumulate seniority on the basis of actual time worked [see Article 25.06(h)].

##### (e) Inclusions

Individuals in non-bargaining unit positions, which are later determined to be bargaining unit positions, will be credited with seniority for continuous service in that position, and with seniority for any continuous service in the bargaining unit immediately prior to occupying the excluded position.

#### 4.02 No Accrual of Seniority

Seniority will not accrue during periods of layoff or after the 60<sup>th</sup> working day of a general unpaid leave

#### 4.03 Loss of Seniority

An employee will lose seniority if they:

- (a) are discharged and the discharge is not subsequently reversed through the grievance/arbitration process
- (b) voluntarily terminate employment
- (c) retire on pension
- (d) permanently transfer out of the bargaining unit

#### 4.04 Same Seniority Date - Tie Breaking Rules

Where two or more employees have the same seniority date, the following hierarchy will be used to determine who has greatest seniority.

- (a) Take the month and day (but not year) of the birthday of the employees and the employee with the later birthday, would have the greatest seniority.

Example: as between March 21 and April 1, the second employee would have seniority. If this does not break the tie, then;

- (b) The employee with highest randomly assigned employee identification number (ID) will have the greater seniority.

## ARTICLE 5

### RECRUITMENT, SELECTION, REASSIGNMENTS & TRANSFERS

#### Statement of Intent

To support the WSIB's principle of recruitment from within, and in recognition of the value to the organization of its employees, the parties agree to recognize the knowledge, skills and abilities obtained through employment at the WSIB, external employment, education and training. The WSIB will promote internal development of skills essential to the success of the business.

This Article consists of the following:

- |                                 |  |
|---------------------------------|--|
| Part 1 – Notice of Vacancy      | Part 6 – Trial Period                  |
| Part 2 – Eligibility to Apply   | Part 7 – Temporary Vacancies           |
| Part 3 – Preliminary Candidates | Part 8 – Work Assignments              |
| Part 4 – Qualified Candidates   | Part 9 – Transfers (between locations) |
| Part 5 – Filling Vacancies      |  |

#### PART 1 NOTICE OF VACANCY

##### 5.01 Notice of Vacancies

- a) All vacancies will be posted on the Employer's Intranet (e.g. CONNEX) for not less than ten (10) consecutive working days. With agreement vacancies may be posted for five (5) consecutive working days.

Any time an external job posting is advertised a simultaneous internal notice of vacancy will be posted.

Employees who apply to an external posting will be considered, after internal applicants, provided they notify the employer's representative listed on the posting of their external application. Such applicants shall be considered before any external applicants who have not yet been screened. Internal successful applicants whose applications are processed together shall be handled in accordance with Part 5.

- b) Temporary Posting to Permanent

Where the original posting is temporary and where there is a subsequent permanent need for the same job in the same geographic location, the most senior temporary incumbent regardless of the date of hire into the position can be confirmed with their agreement within twelve (12) months, provided:

- There are no higher ranking Qualified Candidate who turned down the temporary opportunity; AND

- there are no employees on the priority or special placement list where this vacancy is identified as the most suitable placement opportunity in accordance with Article 6.

This provision does not apply to employees assigned to or hired to work on any project work including Pilot Projects under Article 19.

A new notice of vacancy will be posted if a permanent vacancy arises and;

- there are no permanent employees to be confirmed or,
- if the permanent vacancy arises after the twelve (12) month time frame.

c) Full Time or Part Time Posting

Where the original posting is part time and the subsequent need is determined to be full time, a new notice of vacancy will be posted. At no time will there be more than 2.5% of the bargaining unit population in posted part time jobs.

d) Planned Recruitment

A Planned Recruitment is a type of recruitment for the purpose of creating a pool of Qualified Candidates which can be drawn upon when and if vacancies arise over the course of six (6) months.

The employer may post planned recruitments every six (6) months, from the date the posting opens, for job classifications included in the job library of past work samples for the purpose of creating a pool of Qualified Candidates (QC).

Priority and special placement employees will be automatically considered for unfilled vacancies regardless of when the job posting closed.

Applicants will need to identify but not rank their interest in geographic location(s). Where a Planned Recruitment has not indicated a potential vacancy in a particular location and a vacancy arises in that location a new posting is required.

e) Information Contained in a Posting

All postings will include:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Opening date</li> <li>• Date and time the posting closes</li> <li>• Date of need</li> <li>• Job title</li> <li>• Salary grade</li> <li>• Minimum &amp; maximum rate of pay</li> <li>• Number of vacancies (actual or anticipated)</li> </ul> | <ul style="list-style-type: none"> <li>• Work from home, if applicable</li> <li>• Established minimum requirements</li> <li>• Travel requirements</li> <li>• Where to obtain a job description</li> <li>• Duration and location of formal initial training</li> <li>• How to submit an application</li> <li>• How to confirm receipt of application</li> </ul> |
|---|--|

- Permanent or temporary vacancy (with duration)
- Geographic location
- Job profile (major duties and responsibilities)
- Hours of Work (regular, variable, full, part time)

❖ “Planned Recruitments” will be identified as such on the respective posting.

f) Language Skills

With the intent to maintain compliance with the *French Language Services Act*, the *Workplace Safety and Insurance Act* and the Collective Agreement, the Employer will identify the need and practical alternatives before positions are designated as bilingual. Where bilingual (French) skills are required the following will be applied:

- Unilingual and bilingual positions will be resourced as separate jobs within the same classification identifying language requirement.

## PART 2 ELIGIBILITY

### 5.02 Eligibility to Apply for Postings

a) Date of Need

An employee, who has or will complete their trial, probationary or waiting period in their current position by the date of need, may apply for a posted vacancy.

The trial, probationary, and waiting periods shall be served by the date of need as follows:

- One hundred eighty (180) days worked for part time employees who work less than 7.25 hours per day.
- One hundred forty (140) days worked for full time employees who work 7.25 hours per day.
- One hundred forty (140) days worked for part time employees who work 7.25 hours per day.

Date of need is:

- 6 months from the closing date of the posting for planned recruitments or
- thirty (30) working days from the closing date of the posting for non-planned recruitments

This requirement does not apply if:

- their current job was acquired as a consequence of technological or organizational change (Article 6) or

- an employee successfully completed a trial period, probationary or waiting period for the same job, within the last sixty (60) months (*excludes Article 17 leaves*), unless the job has been significantly changed since the trial, probationary or waiting period was completed

b) Notwithstanding

- i. Notwithstanding the above, a permanent employee (not probationary) on a temporary assignment will be eligible at any time to apply to a permanent vacancy.
- ii. Employees who have not completed their trial, probationary, or waiting period [see Article 5.02(a)] at the closing of a posting in the same job will be eligible to apply for their same job where the following applies:
  - Permanent employee in a temporary assignment applying to a permanent position
  - Part time to full time
  - Contract to permanent part-time or full-time;

c) Contingent Job Offer(s)

When a job offer is made prior to the date of need to an employee who has not completed their trial, probationary or waiting period, the job offer will be made contingent on the trial, probationary or waiting period ending before the start date of the position.

d) Same Job to Same Job

Eligibility periods will apply to employees who transfer via the inter-geographic process.

### PART 3 PRELIMINARY CANDIDATES

#### 5.03 Screening to Determine Preliminary Candidates

- a) All applications from permanent employees will be reviewed and applications from employees without seniority and external candidates may also be reviewed, to determine whether the applicant has met the established minimum requirements in the areas of education, and experience, in accordance with Article 18. The minimum requirements for education and experience will not alter unless a change has been made to the job description by the Employer in accordance with Article 18.03(d).

The review will include each applicant's knowledge, skills and experience gained through WSIB employment including jobs that are no longer in use, volunteer work and/or non-WSIB employment and education.

Persons with disabilities have the right to equal treatment, which includes the right to accessible recruitment/selection tools.

If applicable, the Employer may also administer a job relevant objective competency test (OCT). When such a screening tool is utilized and where there is more than one candidate being assessed, it will be graded without personal identifiers. Once an applicant has passed an OCT, they will not be required to write the same OCT again for any future job competitions.

- b) Permanent or contract employees within a job family prerequisite position will be considered as either Preliminary Candidates (PC) or Qualified Candidates (QC) as described in appendix 8.
- c) Minimum requirements may include prerequisite internal job experience for positions not posted externally.
- d) The Employer may require a specific skill set or on the job experience for the following positions\*
  - Appeals Resolution Officer
    - Adjudication/Case Management,
    - Revenue
  - Compliance Specialist
    - Adjudication/Case Management,
    - Revenue
  - Program Evaluation Specialist
    - Adjudication/Case Management,
    - Revenue
  - Quality Management Specialist
    - Registered Nurse,
    - Occupational Therapist,
    - Chiropractor,
    - Physiotherapist
  - Learning & Development Specialist
    - Adjudication/Case Management,
    - Revenue
    - Return to Work

\* Jobs may be added or removed with mutual agreement between the Union and Employer

- e) Applicants who meet the established screening requirements will be eligible to be included in the selection process and are placed on a list of Preliminary Candidates. The results of the assessment(s) will be communicated to each applicant prior to the beginning of the selection tool phase.

## PART 4 QUALIFIED CANDIDATES

- 5.04 The Employer will assess the abilities and qualifications among the pool of all Preliminary Candidates (PC) with seniority. Employees without seniority and external candidates may be assessed concurrently.

Notwithstanding the following, internal Qualified Candidates are selected first.

In filling a vacancy, the Employer will consider employability skills by assessing:

- Fundamental/competency skills as a base for further development (*Communication, Manage Information, Measurement, Problem Solving*)
  - Personal management skills that drive potential for growth (*Demonstrate Positive Attributes & Behaviours, Responsible, Adaptable, Learn Continuously, Work Safely*)
  - Teamwork skills and attributes needed to contribute productively (*Work with Others, Participate in Projects & Tasks*)
- a) Preliminary Candidates will be graded on one or more selection tools which may include a work sample, and/or interview).
- When work samples are utilized and where there is more than one Preliminary Candidate being assessed, it will be graded without personal identifiers.
  - When a work sample and interview is used, Preliminary Candidates can only proceed to the next selection tool if their result is mathematically possible to achieve the overall minimum threshold.

All internal and external applicants will be assessed using the same selection tools.

b) Pre-Qualified Candidates

- Preliminary Candidates who meet the established threshold will be identified as qualified for the vacant position and will remain qualified for 36 months from the date the employee is notified of their score in writing unless the job has been significantly changed under Article 6 since they met the threshold.
  - They can reuse their score in the subsequent competitions or opt to compete to improve their score.
- Where a permanent, temporary or contract employee applying to a posted vacancy has held the same job on a permanent or temporary basis (including reclassified jobs), and they are eligible to apply to the posting, they will be deemed to be a Qualified Candidate (QC) provided they successfully completed their respective trial, or probationary period or waiting period in the same job. They will be considered qualified with a score of five percent (5%) above the minimum threshold and can use this score in any competition and may elect to compete to improve their score and use whichever score is greater.



This is contingent on the following:

- the job has not been significantly changed under Article 6 since they vacated the job,
  - the employee was not involved in a documented unsuccessful performance improvement plan in that job. A performance appraisal does not constitute a documented performance improvement plan.
  - The employee was not moved from the previously held job as a result of Article 13.05.
- \* Employees required to repeat a trial period for the same job who have not performed the work for over sixty (60) months [see Article 5.10(a)] continue to be considered qualified with a score of 5% above the minimum threshold.
- c) Permanent Employees within a Qualified Candidate job family prerequisite position (see Appendix 8) will be considered as qualified with a score of five percent (5%) above the minimum threshold. Such employees will be eligible to compete to improve their score in accordance and use whichever score is greater.

## **PART 5 FILLING VACANCIES**

Notwithstanding the following, internal Qualified Candidates are selected first.

### 5.05 List of Qualified Candidates

When the number of Qualified Candidates are:

- The same as the number of posted positions, the positions will be filled by the Qualified Candidates.
- Greater than the number of posted positions then the selection of the successful candidate is based on the grading achieved through the selection tools and choosing the highest ranking candidate unless the scores are relatively equal within seven percent (7%), then seniority becomes the determining factor.
- Less than the number of posted positions, the hiring party will then complete the assessment and select employees without seniority and external candidates until all vacancies are filled.

Application:

- When the top scorer achieves more than 7% above any other applicant and is awarded a position, the employee is no longer competing for the remaining vacancies, if any.
  - The comparison then must be between the remaining Qualified Candidates.

- Where applicants achieve or surpass the threshold and are within a relatively equal range of 7% (e.g., 75% to 82%), seniority shall be the determining factor.

All applicants will be notified in writing of their status within ten (10) working days of notifying the successful candidates.

The Employer will maintain a list of Qualified Candidates for each position posted. Candidates must indicate their interest in each subsequent posting.

#### 5.06 Order of Consideration for Vacancies

##### a) First Consideration (Priority Placement)

First consideration for filling any vacancy will be given to employees:

- Who, based on medical documentation are afforded priority placement rights because they are unable to perform their normal duties on a permanent basis or,
- Whose position is made redundant by organizational or other changes and have priority placement rights (see Article 6), including those who have displaced a contract employee or,
- Who have priority placement rights and are laid off and are exercising their right to recall (see Article 6.17).
- Who, return from a leave of absence and their former position is not available (see Article 16.09)

Notwithstanding the above, consideration for filling vacancies will be based on the parties' obligations under the Ontario Human Rights Code.

Special placement employees will be afforded retraining in accordance with the Human Rights Code and/or Article 6.11.

The parties agree that they all have an obligation to assist special placement employees find suitable employment which maximizes the use of their skills and where possible maintains their earnings potential. In order to do this the Employer will seek suitable employment opportunities in consultation with the Union and the employee.

Employees with priority placement rights will be placed into positions in accordance with Article 6.09.

##### b) Second Consideration

Second consideration for filling any vacancy will be given to employees who have been:

- affected by organizational or technological changes (see Article 6) and placed, with income protection, into a job at a lower salary grade and no longer have priority placement rights or,
- afforded special placement rights and placed into a job at a lower salary grade for the duration of income protection noted in Article 31 - Salary Rules.

In order of seniority, employees will be offered placement into vacancies for which they apply for and for which they have the comparable knowledge, skills and abilities (KSA). Placement applies to posted vacant positions that are at the current salary grade or closer to their highest affected salary grade. In place of assessing the employee using selection tools as per Article 5.04, the Employer may perform a KSA gap analysis to identify training needs.

Employees affected by organizational or technological change who have secondary placement rights will be afforded the same training as that offered to new hires or newly promoted employees and a work trial as noted in Article 5.10.

Special placement employees with secondary placement rights will be afforded the same training as that offered to new hires or accommodated training in accordance with the *Ontario Human Rights Code*.

c) Third Consideration

Where the vacancy continues to exist, applicants will be considered in this order:

- i. Permanent employees with seniority then,
- ii. Contract employees that have completed their applicable waiting period as described in Article 5.02(a), then,
- iii. Part time probationary employees that have not yet completed their applicable probationary period as described in Article 3.01 and 5.02(a) applying for a full-time position in the same job, then,
- iv. Contract employees that have not yet completed their applicable waiting period as described in Article 5.02(a) in the same job, then,
- v. all other applicants (including external, non-bargaining, former and retired employees)

5.07 Subsequent Vacancies

Subsequent vacancies in the same geographic location occurring within six (6) months of the opening date of the original posting including planned recruitments will be filled by the following process:

- i. From the original internal Qualified Candidate list. The next highest-ranking candidate will be offered the subsequent vacancy according to the relative equality rules in Article 5.05.

- ii. If the list of internal Qualified Candidates has been exhausted, then external qualified applicants who applied to the original posting, if any, will be offered the subsequent vacancy/vacancies if any.
- iii. If there are any remaining vacancies, the position will be re-posted internally. Concurrent with a new internal posting, the vacancy may be posted externally.

Applications will be considered from those who did not apply to the original posting.

5.08 Job Offer:

Once an employee accepts a permanent position, they will still be considered for vacancies at a higher salary grade than the role they accepted, for five (5) working days from the date they were notified that they were the successful applicant and will then not be considered for any other position until such time that they become eligible to do so.

5.09 Release of Successful Candidate

The Employer will make all reasonable attempts to release the qualified candidate(s) to another position within twenty (20) working days from the date of offer. Should the employee not be released within the twenty (20) working days timeframe, they will start to receive their new higher salary\* effective the 21<sup>st</sup> working day after the offer being made. Where there is a training requirement for a job, the release date and any salary adjustments will apply when the scheduled training starts.

The Employer shall release successful applicants who have accepted the job offer no later than sixty (60) working days from the date of offer, unless otherwise agreed to by the Employer and the Union. The length of temporary assignments will not be reduced where the release date is beyond twenty (20) working days from the date of offer.

Note (\*):

In accordance with Salary Rule #5 - Article 31 for promotion, or  
Salary Rule #8 for temporary assignments

## **PART 6 TRIAL PERIOD**

5.10 Trial Period for Permanent Employees

- a) It is not the parties' intent to repeat a trial period where an employee successfully completed a trial period for the same job within the last sixty (60) months of having performed the job (*excludes Article 17 leaves*) and the job has not been significantly changed under Article 6 since the trial period was completed.

The successful applicant, upon transfer to the new job, will begin a trial period for the duration described in Article 5.02(a).

During the trial period the Employer will provide training, supervision and regular performance feedback to the employee.

If during that time:

- the employee's performance is unsatisfactory, in the opinion of the Employer, or
- the employee requests,

The employee will be returned to their former job with five (5) working days notice unless the parties mutually agree otherwise.

- b) An employee who returns to their former job will resume the salary and hours of work in place prior to the employee transferring to the new job, unless such terms and conditions would have changed regardless of the employee's transfer. An employee returned under this article will be entitled to request the recommencement of their flex work arrangement; however, the employee may be scheduled for an alternate day off.
- c) If the job is no longer available, the employee will be returned to their former salary classification and placed in a job for which they are qualified.

## **PART 7 TEMPORARY VACANCIES**

### 5.11 A temporary vacancy occurs when

- staff are required for an anticipated or planned temporary increase in workload,
- a permanent incumbent leaves their position temporarily for reasons other than vacation,
- to fill an unforeseen temporary vacancy, including a vacancy resulting from an initial temporary posted vacancy.

#### a) 80 working days or less

Staff may be reassigned to fill temporary vacancies where a temporary need is expected to be eighty (80) working days or less. Where the temporary vacancy is anticipated or planned, the Employer will communicate reassignment opportunities within the branch and the qualified candidate job family (see appendix 8) and will make reasonable efforts to distribute those opportunities equitably. If it is not possible to fill the opportunity from within the branch / job family, the Employer may fill it in an alternative manner. Eighty (80) working days or less assignments may also be used to provide developmental opportunities.

If reassignments are expected to exceed eighty (80) working days, the position will be declared a temporary vacancy and filled in accordance with Article 5. For greater clarity eighty (80) working day temporary assignments are not intended to be a substitute for posted positions.

When an employee volunteers for an assignment and then returns to their former job, the employee, will resume the salary and hours of work in place prior to the employee transferring to the new job, unless such terms and conditions would have changed regardless of the employee's transfer. An employee returned under this article will be entitled to request the recommencement of their flex work arrangement; however, the employee may be scheduled for an alternate day off. Where an employee is involuntarily placed in a 80 day assignment the flex work arrangement (FWA) will remain in place, but the flex day may be amended in order to evenly distribute days off Monday to Friday.

b) More than 80 working days

Where the temporary need is expected to exist for more than eighty (80) working days, staff will be recruited through the posting process.

The filling of temporary vacancies will usually be limited to 12 consecutive months.

When a temporary vacancy is filled through the posting procedure as outlined in this Article, any resulting vacancies may not be posted. The Employer will first consider internal staff for the reassignment before going to external candidates. The reassignment will end no later than the date that the successful Qualified Candidate starts.

c) Non-Bargaining Unit Employees in Temporary Bargaining Unit Jobs

When a permanent non-bargaining unit employee is successful in acquiring a temporary bargaining unit position all provisions of the Collective Agreement will apply, except the right to grieve under Article 12 will be restricted to matters arising from their work while in the bargaining unit. The grievance must be filed in accordance with Article 12.

d) Extensions

The Employer and the Union will meet to discuss any requirements for extensions to a total of 18 consecutive months. Extensions beyond eighteen (18) consecutive months may occur with agreement of both parties. Whenever possible, employer notice of the request for an extension beyond eighteen (18) months will be made to the union not less than thirty (30) working days prior to the expiration of the term of the position. Contracts will not be extended/renewed without the agreement of the Union.

Extensions will not be processed where a more senior employee with placement rights as described in Article 5.06 and Article 6 is offered and accepts the temporary match.

Notwithstanding the above, the employer may through the job posting process, backfill a permanent employee on an approved leave for the duration of the leave (*ex: pre-paid leave, statutory leaves*) subject to a maximum of twenty-four (24) months (*excludes Article 17 leaves*). In the case of backfilling a permanent employee on long-term disability, the temporary assignment may be extended to a maximum of thirty (30) months or until a decision has been made on the permanent employee's disability, whichever comes first. Extensions may only occur in accordance with Article 5.11(e).

Should there be an ongoing need for the work after the periods above, the Employer will post the position as permanent.

e) Duration

In cases where the temporary work is not to backfill an employee [see Article 5.11(d)], and where the same temporary work has existed for a period up to eighteen (18) consecutive months, the Employer will determine whether there is a continuing need for the work to be performed on an ongoing basis. The Employer will establish permanent positions in the appropriate salary grade to perform that work and will fill vacancies in accordance with Article 5 (Recruitment, Selection, Reassignments and Transfers).

For greater clarity it is the duration of the work not the length of service of an assigned employee that triggers the threshold of 18 months.

The Union and the Employer will meet to discuss any extensions/renewals. Contracts will not be extended/renewed without the agreement of the Union.

## PART 8 WORK ASSIGNMENTS

### 5.12 Work Reassignments within the Same Job

A 'work assignment / specialty team' consists of employees in the same job who temporarily perform a focused element that is part of their job description.

|  |   |
|--|---|
| Case Manager work assignments include but are not limited to   |   |
| <ul style="list-style-type: none"><li>▪ Long Term Case Manager</li><li>▪ Short Term Case Manager</li><li>▪ Pre-90 Case Manager</li><li>▪ Re-employment</li></ul> | <ul style="list-style-type: none"><li>▪ Appeals</li><li>▪ Psych / CPD</li><li>▪ Post Lock-in</li><li>▪ Post Adjustment Claims</li></ul> |



|        |  |
|--------|--|
| ▪ SIEF | ▪ Post-90 REO (incl. NEL Re-determination) |
|--------|--|

a) Call for Interest

Employees will be invited in November of each year, to notify the identified contact in writing of their interest in being transferred to a different work assignment in their same job within their same geographic location.

At the beginning of December of each year, the Employer will consider the requests of those employees who have indicated an interest in being transferred and who are eligible to be transferred throughout the year.

Interested employees will need to identify but not rank their interest in a specialty teamwork assignment(s). The most to least senior interested employees will be required to confirm one of their selection of work assignments identified.

b) Eligibility and Consideration

- i. To be eligible for transfer consideration, the employee must be in that same work assignment for a minimum of twelve (12) months. This excludes organizational or technological change or when an employee has been involuntarily transferred for business needs within the past twelve (12) months.
- ii. In addition, the employee, at the time of consideration must not be the recipient of any documented performance improvement plan or progressive discipline on the Human Resources file.

c) Consideration

- i. Following the annual invitations, the Employer will utilize the requests from eligible employees to process work assignment transfers in accordance with seniority such that the most senior employees would rotate in and the longest serving on the specialty team would rotate out. Exceptions will be reasonably considered by the parties.
- ii. Staff can withdraw their ‘expression of interest’ prior to notice of a reassignment.
- iii. In the event no work assignment / transfer-request exists, the Employer may reassign an employee in the same location according to business needs (*examples include customer service, training schedule, employee development, accommodation needs, experience, skills, balance*).
- iv. Where an employee is involuntarily placed in a different work assignment the flex work arrangement (FWA) will remain in place, but the flex day may be amended in order to evenly distribute days off Monday to Friday.
- v. Training will be provided as needed.



### 5.13 Reassignments Outside the Bargaining Unit

#### a) Temporary

If an employee accepts a temporary position outside of the bargaining unit, they will retain their rights and obligations under the Collective Agreement.

The employee shall accrue seniority for one hundred and sixty (160) working days, once only in the same position outside of the bargaining unit and will not accumulate any further seniority until their return to the bargaining unit.

The permanent bargaining unit position may be filled on a temporary basis in accordance with Article 5.11.

#### b) Permanent

If an employee accepts a permanent position outside of the bargaining unit, Article 4.03(d) and 5.09 will apply.

### 5.14 Reassignments to Alternate Work Locations

Reassignments to alternate work locations that make daily commuting impractical will not exceed two (2) months in any twelve (12) month period unless agreed to between the Union and Employer.

## **PART 9 TRANSFERS**

### 5.15 Transfers Between Geographic Locations

#### a) Same Job

Employees wishing to transfer to the same job in another geographic location must apply to a posted vacancy of their current job in another geographic location. They will be placed on the list of Qualified Candidates and Article 5.05 will apply.

Where no vacancy exists, the employee may submit a request for transfer to the Employer at any time in the year. The Employer will maintain a transfer list. Where a reciprocal request exists and the Employer has approved, the transfer will be arranged. Such approval will not be unreasonably withheld. Where both employees have signed an acceptance of the approved transfer, the decision will be irrevocable.

Where multiple requests have been submitted, if a transfer is approved, the employee with the greatest seniority will be granted their request. Such approval will not be unreasonably withheld.

b) Transfers Throughout the Year

Management will make an effort to facilitate as many documented transfer requests as possible throughout the year.

c) Accommodation

Notwithstanding the above, consideration for a temporary or permanent transfer request will be considered based on the parties' obligations under the Ontario Human Rights Code.

## ARTICLE 6

### ORGANIZATIONAL/TECHNOLOGICAL CHANGE

#### 6.01 Definition

Organizational/technological change means the introduction of equipment, material, work functions, processes, methods, organization or geographic location that is significantly different from what is currently practiced.

#### 6.02 Notice to the Union

- a) The Employer will discuss their intentions and the potential expected effects with the Union and will provide regular updates during the planning of Organizational / Technological changes.
- b) Should the Employer decide to permanently close an office, a joint committee will be established immediately, with the intent of reaching agreement, in good faith, on any special provisions, beyond those contained in the Collective Agreement, that may be necessary to assist employees.
- c) At least twenty (20) working days in advance of giving the employee(s) notice of significant change or redundancy and at least five (5) working days in advance of a displacement, the Employer and the Union will have meaningful discussion and the Employer will provide the Union Executive with written notice of:
  - the nature of the change
  - organizational chart updates
  - date of change,
  - number of positions affected,
  - job titles affected,
  - location(s),
  - name and seniority date of employees likely to be affected,
  - the expected effects on employees,
  - job descriptions and salary grades for all new or changed jobs

It is understood that this material is confidential and should not be publicly released without the consent of the Employer.

#### 6.03 Eliminate Adverse Effects

The Employer will make reasonable efforts to minimize or eliminate adverse effects of organizational/technological changes on employees.

At either party's request, the Union and the Employer will meet with the intent of reaching agreement in good faith regarding any special provisions that may be necessary to assist affected employees beyond those contained in the Collective Agreement.

Where a position will be reduced in number and where there is an incumbent with the same job, in the same geographic location, on the Voluntary Exit (VE) list who will not be given official notice, then their offer will be accepted removing the need to give official notice to an employee.

#### 6.04 Notice to Affected Employees

For the purposes of invoking an Article 6 notice of significant change or redundancy within the same job, unilingual and bilingual positions will be considered the same.

Employees advised will be those whose permanent job will:

- i. be significantly changed, or
- ii. become redundant.

- \* The seniority of affected employees will be determined effective the date of notice described in Article 6.02(c)

When the Employer meets with employee(s) to invoke a notice of significant change or redundancy the employee(s) will have the right to Union representation regarding the application of Article 6 during the notice meeting. Following the Article 6 notification meeting, the Employer will provide not less than sixty (60) minutes paid time for a meeting with Union Representatives.

#### 6.05 Significant Change

Reclassification is not a significant change. A reclassification occurs when minor changes are made to a job description which may include a job title change and/or the modification of a few duties and responsibilities. There is no right to decline the reclassified job unless there is a salary grade reduction.

Should a job be significantly altered due to organizational or technological change, the employee will have two choices:

- i. accept the changed job and be provided with retraining, or
- ii. decline the changed job.

If option (i) is chosen, the employee will be provided with training as described in Article 6.11 and trial period in Article 6.12.

If option (ii) is chosen or where an employee removes themselves during the work trial or is removed by the Employer during the work trial, the employee will have redundancy rights under Article 6.06 and the option for Voluntary Exit, if applicable, as described below.

Should significant change reduce the number of positions, incumbents in the same geographic location on the Voluntary Exit list will have their offers accepted in seniority order, up to the number of positions reduced. If there are still more incumbents than positions the incumbents in the order of most to least senior will have the option to accept or decline the changed position, then the remaining unplaced least senior employees shall have rights to accept Voluntary Exit or Redundancy under Article 6.06.

Where a job is significantly changed the option for Voluntary Exit will apply as follows:

- i. Voluntary Exit will be offered by the Employer when the job content has been modified resulting in a salary grade reduction or relocated to another geographic location or where the fundamental nature [core features] of the work is no longer similar.
- ii. Voluntary Exit may be offered by the Employer when the job content has been modified or enhanced, where the salary grade remains the same or higher and the fundamental nature (core features) of the work is similar however, where the number of positions has been reduced the number of Voluntary Exit offers made available will be no less than the number of surplus positions.

#### 6.06 Redundancy

Redundancy can occur in five (5) ways:

1. an employee is identified as the least senior employee as described in Article 6.05
  2. an employee accepts a significantly changed position and, opts out during the trial period, or is unable to acquire the required skills through retraining
  3. an employee declines a significantly changed position and their position does not exist elsewhere in their geographic location
  4. a position has been eliminated or reduced in number, within the organization
  5. an employee is displaced as the least senior employee as described in Article 6.13
- If there is not a suitable match on the VE list, the least senior incumbent in the same job title and geographic location, will be given notice of redundancy.

#### 6.07 Formal Notice

The Employer will advise in writing those employees with seniority affected by the change with at least one hundred thirty (130) working days notice to layoff and up to one hundred thirty (130) working days of priority placement. Notices will be issued on the basis of lowest seniority. Employees without seniority (contract and probationary) affected by the change will not receive notice, but may be terminated in accordance with Articles 3, 6.14 and 22.

All employees deemed redundant will be given, in writing:

- at least 130 working day notice prior to layoff,

- up to 130 working day of priority placement, and
- an offer of Voluntary Exit, in accordance with Article 6.19

If the employee does not accept the Voluntary Exit offer the Employer will, as opportunities arise prior to the end of the 130 working day notice, select the most suitable of:

1. a Voluntary Exit match, or
2. a priority placement match under Article 5.08 or
3. a displacement of a less senior bargaining unit member (bump).

This decision will be made based on information available at the time and in accordance with Article 6.09.

#### 6.08 Leaves of Absence

If during a leave of absence including vacation an employee's position is affected by organizational and/or technological change, the employee will at that time be notified in accordance with Article 6. The employee's actual notice period will commence when the leave is concluded unless the employee has a confirmed return to work date and elects to commence their notice prior to the end of their leave of absence.

If an employee commences any leave within their notice period prior to being placed, with an expected duration of four (4) weeks or less, the 130 working day notice period will not be suspended.

The 130 working day notice period will not be suspended during vacation leave that commences after the notice is given.

Where a leave (excluding vacation) with an expected duration is greater than 4 weeks, the notice period will be suspended from the beginning of the leave until the leave is concluded.

While on a leave of absence an employee may apply to vacancies using their priority placement rights.

#### 6.09 Most Suitable Placement

Criteria for determining most suitable option:

- i) Income preservation,
- ii) Same geographic location, and
- iii) Comparable knowledge, skills and abilities.

An “affected” employee can use their seniority and/or placement status anywhere in the province as per Article 6.15 (relocation).

In order of seniority, employees will be placed into positions (vacancies, or VE matches) for which they have the comparable knowledge, skills and abilities (KSA), at or below their current salary grade or salary grade previously affected in, whichever is greater. Employees will also be eligible for placement into displacements at or below the current affected salary grade.

Comparable knowledge, skills, and ability means that an affected employee has the established minimum requirements for the position or has the ability to obtain them following the training provided by Article 6.11 and/or the on the job training provided during the trial period as per Article 6.12. In place of assessing the employee using selection tools as per Article 5.04, the Employer may perform a KSA gap analysis, which may include a meeting between the employee and Employer, to determine if the employee will be able to successfully perform the job. Further, if an employee does not meet an educational requirement, the Employer will consider whether or not the educational requirement is reasonably necessary for performance of the duties of the position.

If there are multiple employees on the priority placement list for whom the same position is the most suitable, employees will be placed in order of seniority.

If there are multiple opportunities at the same salary grade that are suitable for an employee to be placed in, the Employer shall determine which position is the most suitable based on the knowledge, skills and abilities (KSA) of the employee, seniority and impacts to other employees. In making this determination the Employer has the option to select a vacancy in place of a VE match at the same salary grade. Where all other factors are equal, the determination of which position is the most suitable shall be based on employee interest.

a) Up to Two Salary Grades Below:

- i. If the most suitable placement is a vacancy (see Article 5.06) the Employer will:
  - place the employee in the new position and confirm the placement in writing.
- ii. If the most suitable placement is a Voluntary Exit match (see Article 6.19) the Employer will:
  - place the employee in the new position,
  - confirm the placement in writing, and
  - provide the exiting employee with written confirmation that their offer has been accepted.

- iii. If the most suitable placement is a displacement (see Article 6.13) the Employer will:
- provide the Union five (5) working days advance notice in accordance with Article 6.02(c),
  - following which the Employer will place the employee in the new position, confirm the placement in writing, and
  - provide the displaced employee notice in accordance with Article 6.06.
- b) At any time during the notice period, if there is no suitable match within two salary grades, the employee is encouraged to request matching to vacancies or VE matches more than two (2) salary grades lower in:
- their own location, or
  - other geographic locations they are willing to consider.
- c) After eighty five (85) working days of notice, if there are no opportunities for placement into a suitable vacancy, a VE match or displacement match within two (2) salary grades below, the Employer may place the employee into a vacancy, VE match or displacement more than two salary grades below the employee's current salary grade.
- d) Temporary Vacancies:

An employee may apply their priority and secondary placement rights for temporary assignments.

The Employer may place an employee in a temporary vacancy to delay the displacement process, or the layoff of the employee. The employee will receive the same training as that offered to new hires or newly promoted employees, unless the employee requires less training.

During the term of a temporary vacancy the employee will remain eligible for priority placement into permanent positions under this Article. Once the term of the temporary vacancy expires:

- the employee will receive the remainder of their notice period, if any, or
- For temporary placements that extend beyond the notice period employees will be deemed to have reached the end of the one hundred thirty (130) working days notice period when the temporary assignment ends.

In either case the employee will once again be considered for placement into a suitable position.



e) Secondary Placement Rights:

Where an employee affected by organizational and/or technological change is placed with income protection into a job at a lower salary grade and where priority placement rights have expired, the employee shall have secondary placement rights as described in Article 5.06.

Secondary placement rights under Article 5 will continue to apply to posted vacant positions that are at the current placement salary grade or closer to the highest affected salary grade.

6.10 Bilingual Positions

For the purposes of facilitating a priority placement, displacement or recall following layoff for unilingual matches to bilingual designated positions the following will be considered:

- “Reasonable and Necessary” requirement to provide French language service in accordance with designated areas under the *French Language Services Act*.
- “Reasonable and Practical” alternatives to provide French Language Services through ready access to other bilingual employees.

6.11 Training

In an effort to minimize or eliminate adverse effects of organizational or technological change and to mitigate the need for income protection, the Employer will provide:

- the same training as that offered to new hires or newly promoted employees, unless the employee requires less training,
- pay for the training, and
- where practical, schedule the training during normal working hours.

Where the only possible positions (vacancies, Voluntary Exit matches or displacements) that can be found for an employee are more than three (3) salary grades below the current salary grade of the employee’s affected job or salary grade previously affected in, whichever is greater, the Employer, prior to placing the employee in a position more than three (3) salary grades below, will:

- Review vacancies within 2 salary grades of the employee’s current affected grade or salary grade previously affected in, whichever is greater and if there are any such vacancies;
- Review whether providing additional training not to exceed eight (8) months in total, to acquire new or modified skills, would allow for the employee to be placed into a vacancy within 2 grades, and if so, place the employee in the vacancy and provide the training.

## 6.12 Trial Period

For any placement under this Article, including where an employee has chosen to accept a significantly changed position, as well as placements into vacancies, VE matches or displacements, the position will include a trial period, the length of which shall be the same as the trial periods set out in Article 5.10.

This trial period shall apply in all cases including where an employee had successfully completed a trial period for the same job previously.

If during the trial period, if the employee's performance is unsatisfactory in the opinion of the Employer, the employee will be removed from the position and receive the remainder of their notice period, if any, and be considered again for placement into a vacant position, VE match or displacement.

The notice period shall not be suspended during the trial period. If the placement is at a lower salary grade than the employee's affected salary grade, the employee will have one (1) option to withdraw solely if the removal is to secure a position through the exercise of priority placement rights to a permanent vacancy at the current placement grade or closer to the employee's income protected (highest affected) salary grade. In order to exercise this right an employee would have to apply to a posted vacancy.

## 6.13 Displacement of Employee (Bump)

- a) If the most suitable option is to displace an employee with less seniority, the Employer will displace the least senior incumbent within the current geographic location in the position identified as the most suitable placement.
- b) If no position is available in the employee's current geographic location, and the notice period has expired, and should the employee wish to relocate, the Employer will consider the same option as in Article 6.13 (a) above in locations for which the employee has, in writing, expressed a preference.
- c) A suitable displacement includes placement into a position closest to the employees' current affected salary grade maximum with training (see Article 6.11) as required and a trial period. (see Article 5.10)
- d) Unilingual and bilingual positions will be considered the same where no opportunity to displace a less senior employee exists to ensure a more senior employee is not laid off.

## 6.14 Displacement of Contract and Probationary Employees

No permanent employee will be laid off without the opportunity to displace a contract or probationary WSIB employee performing work for which the permanent employee meets the established minimum requirements. The contract or probationary employee will be terminated, and if both existed in the same position the contract employee would be terminated instead of the probationary. In the case of a contract employee, the affected

employee will assume the work as a permanent employee in a temporary assignment for the duration of the contract, and in the case of a probationary employee, the affected employee will assume the work as a permanent placement.

#### 6.15 Relocation

At any point during their notice period an employee can inform the Employer that they are willing to relocate to another geographic location, in which case the employee will be eligible to be considered for placement into vacancies or VE matches in the alternate location(s) in accordance with Article 6.09. Employees, however, will only be eligible to be considered for displacements to other geographic locations following the expiration of the notice period.

When the employee is willing to relocate, the Employer will pay the costs of relocation to any vacancy in the province that is no more than two (2) salary grades lower than the employee's current affected salary grade and if there is no position available in the employee's current geographic location at or above the salary grade of the vacancy in the other location. Once the Employer approves the relocation, the offer to relocate becomes final and binding.

When priority placement rights have expired, and an employee is willing to bump into another geographic location, relocation cost will only be provided if there is no displacement match (bump) available in the employee's current geographic location.

The Employer will pay relocation expenses where the employee is required to commute an additional distance to get to work of at least 40 kms. Employees in the Golden Horseshoe area (i.e. Toronto, Hamilton) will have their relocation request reviewed on a case by case basis. This review will consider their current commuting distance versus the commuting time and distance to the new location. Relocation expenses will be limited to a maximum of \$16,500.00 (with receipts) per approved relocation.

The relocation funds will be used to cover the following expenses:

- One round trip transportation, including partner, for housing search.
- Two (2) nights' accommodation.
- Packing and moving of normal household items.
- Transportation of family to new location (airfare/mileage at applicable rate under Article 8).
- Legal fees/realty lease breaks/real estate fees.
- Temporary rental accommodation if new property not available.
- Storage costs.
- Utility hook ups.

## 6.16 Income Protection

No employee will have their actual salary reduced at the time of implementing an Organizational/Technological Change. Provisions (a) and (b) below apply.

### a) Current Salary Above New Maximum

When an employee is placed under Article 5.06, 6.09 or 6.13 into a job with a lower salary grade than their former permanent job and their current salary in the affected job is higher than the maximum salary of the lower salary grade, they will maintain their current salary. This will continue until their salary falls within the salary range, for their new job, at which point they will have their salary increased to a step at the next higher amount.

If an employee is placed prior to the expiration of the one hundred thirty (130) working day notice period, the employee will receive any step increases or general increases scheduled to occur during the remainder of the notice period.

### b) Current Salary Below New Maximum

When an employee is placed into a new job and their salary falls within the salary range for their new job, their salary will be increased to the next higher amount in the new salary grade. Income Protection will not apply and salary progression will be in accordance with Schedule "A". Their next increment date will be based on the start date of the new job.

Please refer to Article 31 for salary administration rules specific to employees with Income Protection who apply and are successful in acquiring a new job.

## 6.17 Recall Rights

### a) Following Layoff

It will be the responsibility of the employee to keep the Employer informed of their current address and any newly acquired skills and knowledge they may have attained for the purpose of recall.

An employee will retain priority placement during their recall period, and will be considered for appropriate Voluntary Exit matches as they arise. When an employee is laid off and their former position, or another position for which they meet the minimum requirements, becomes vacant within their recall period, the Employer will notify them by registered mail, within five (5) working days from the date of posting. The employee must request to be considered for the position, in writing, within five (5) working days of receiving notice from the Employer. They will be placed into the

vacant position provided there is no other employee with priority or special placement rights who meets the minimum requirements and has greater seniority. Income Protection does not apply.

Following layoff, the Employer will offer to pay all non-optional benefit premiums for six months with the exception of Long Term Disability.

b) Continuity of Service

Upon recall after layoff, the period of absence due to layoff will not be included in determining length of service, but the service before and after the period of layoff shall be deemed to be continuous.

Seniority will not accrue after the 60<sup>th</sup> working day.

c) Expiry of Recall Rights

An employee on layoff will be discharged if not recalled within a period equal to their seniority, to a maximum of 24 months. At the conclusion of the recall period the employee will receive severance in accordance with Article 6.18 in the amount that they would have received at the time of layoff.

6.18 Severance

If there is no opportunity to displace another employee in their own geographic location, and the employee declines/cannot displace another employee in an alternate geographic location, the employee will be laid off with recall rights. At any time during the recall period, they may choose to receive severance pay, and will give up their right of recall. Severance will be paid as follows:

| <u>Completed Years of Service</u> | <u>Weeks of Pay Per Years of Service</u> |
|-----------------------------------|--|
| 1 – 5                             | 1.5                                      |
| 6 – 14                            | 2.0                                      |
| 15 – and over                     | 2.5                                      |

Plus the normal cash payout of attendance credits and vacation credits

6.19 Voluntary Exit

a) Voluntary Exit package for Affected Employees

- i. The Voluntary Exit package applies where the job has been eliminated, reduced in number, where the fundamental nature (core features) of the work is no longer

similar or when the job content has been modified resulting in a salary grade reduction includes:

- One hundred thirty (130) working days pay, plus
  - the severance amount paid under Article 6.18
  - the Employer will continue to pay all non-optional benefit premiums for six months with the exception of Long Term Disability. This does not apply where an employee opted to accept non-optional benefits during a recall period. If the recall period is less than six months, the employee will receive the remaining period such that the amount totals six months.
- ii. In addition, the normal cash payout of attendance credits and vacation credits will be paid.
- iii. The severance payment for all employee(s) will be based on the last day of active employment with the exception of the following:
- If the employee does not accept the Voluntary Exit package within fifteen (15) working days, one hundred thirty (130) working days pay will be reduced by the number of days worked since the notice under Article 6.04, was given, save and except for the first fifteen (15) working days.
  - For part-time employees, severance and the Voluntary Exit package, will be pro-rated based on the ratio of their permanent full-time to permanent part-time employment.
- iv. Refusal of Placement

If during the first eighty five (85) working days an employee refuses a permanent placement into a vacancy, VE match or displacement in their current geographic location (or another location the employee has indicated they are willing to relocate to) in accordance with Article 6.09, the employee will be deemed to have terminated their employment with the Employer and will receive the remainder of their severance payment as per (iii) above.

After the eighty five (85) working days period if an employee refuses a permanent placement into a vacancy, VE match or displacement in their current geographic location or another location the employee has indicated they are willing to relocate to, the employee will be deemed to have terminated their employment with the Employer and will receive the remainder of their severance payment as per (iii) above.

b) Voluntary Exit Offers by Non-affected Employees:

- i. An employee in a job that is affected by an Organizational or Technological Change may volunteer their position to be matched to employees in the same job who have received notice under Article 6 where the number of positions have been reduced in number.

The employer will process voluntary exit offers in the following order:

1. In keeping with Article 6.03, where a position will be reduced in number and where there is an incumbent with the same job, in the same geographic location who is non-affected, on the Voluntary Exit (VE) list, then their offer will be accepted removing the need to give official notice to an employee.
  2. Employees issued with a VE under Article 6.19(a) will have fifteen (15) working days to either accept the VE or Priority Placement, as described in Article 6.07, prior to proceeding to non-affected employees in paragraph (3) below.
  3. Non-affected employees within the same job and geographic location will have fifteen (15) working days to place their name on the VE list from the date of formal notice. Their offer will be accepted to reduce any remaining redundancies in the order of seniority.
    - The Voluntary Exit package will be limited to fifty-four (54) weeks of pay, plus the normal cash payout of attendance credits and vacation credits for employees not given a formal notice.
- ii. An employee in a job not affected by an Organizational or Technological Change may volunteer their position to be considered for elimination or matched to employees in a different job who have received notice under Article 6. If the Employer accepts the offer, they will receive a Voluntary Exit package limited to fifty-four (54) weeks of pay, plus the normal cash payout of attendance credits and vacation credits.
  - iii. Acceptance of voluntary exit offers for non-affected employees will be based on seniority in order of most to least senior incumbents in the same job in the same location.
- c) General Voluntary Exit
- i. Maintenance of VE List
    - The Labour Relations department will receive written offers from employees to Voluntarily Exit and will then place their names on the Voluntary Exit list.
    - The employee may withdraw their offer in writing at any time, up to the point of receiving written acceptance by the Employer.
    - The position of the employee making the offer will not be considered to be a vacancy under Article 5.
    - Article 6.04 does not apply.



ii. Acceptance of Voluntary Exit Offer

The employee and the Union will be notified in writing upon acceptance. The date of departure of the offering employee from the position will be within 20 working days, unless otherwise agreed to by the employee and the Employer.

d) Salary Continuance

The Employer shall permit employees to accept payments made under Article 6.19 (the Voluntary Exit program) as salary continuance to bridge to an eligible pension date as outlined in (ii) below. Employees may use 50% of banked attendance credits to a maximum of 26 weeks and 100% of vacation credits as well as notice and severance payments under Article 6.19.

- i. The period for receiving salary continuance shall not exceed the date an employee would become eligible for an unreduced pension. For greater certainty, salary continuance may be used to bridge an employee to an unreduced pension date, or to a reduced pension date, but in no circumstances shall the end date of salary continuance exceed the date of eligibility for an unreduced pension.
- ii. The employee shall receive the balance of any monies not utilized for salary continuance as a lump sum.
- iii. The amount of salary received by an employee during the period of salary continuance should be equal to the employee's total gross base salary immediately prior to beginning of salary continuance. This agreement shall not be interpreted so as to permit an employee to extend the payment period by receiving a reduced salary than that immediately prior to beginning salary continuance.
- iv. During the term of salary continuance, employees shall not be eligible for Accidental Death & Dismemberment, travel insurance and short-term or long-term disability coverage. In addition, the payment of non-optional benefit premiums will cease as at the end of the salary continuance period.
- v. The employee shall not accrue any vacation credits or wellness days during salary continuance. The last day of salary continuance shall be deemed to be the effective date of termination of employment.
- vi. This agreement does not prejudice an employee's eligibility for WSIB-sponsored pensioner life insurance coverage and the extended health and dental care coverage provided by the Employer during retirement.
- vii. During the salary continuance period the Employer shall continue to deduct and remit Union dues in accordance with Article 20.
- viii. At any time within during the salary continuance period, the employee may direct the Employer in writing to pay all or part of the monies or balance thereof payable under this Agreement to any fund or financial institution in the province of Ontario as permitted under federal or provincial law or in such manner as the employee may direct. Should the employee elect this option the salary continuance end date shall be adjusted accordingly.



## ARTICLE 7

### HOURS OF WORK / OVERTIME / SHIFT PREMIUM

#### 7.01 Definition

Normal hours of work for employees are thirty-six and one-quarter (36.25) hours per week at seven and one-quarter (7.25) hours per day.

#### 7.02 Days Off

There will be two (2) consecutive days off which will be referred to as scheduled days off, excluding any earned flex days off. Days off may be non-consecutive if agreed upon between the Union and Employer.

#### 7.03 Lunch and Rest Periods

- a) The lunch period consists of three-quarters (3/4) of one hour unpaid to commence within 1 hour of the mid point of the shift.
- b) The rest periods consist of fifteen (15) minutes paid time in the first and second half of each day's work.
- c) Part-Time:  
Articles 25.04 and 22.01(b) state part time shall be no less than 14.5 hours per week. The paid rest period will consist of fifteen (15) minutes during a partial work day of more than three (3) hours and for each subsequent three (3) hour segment. An employee working five (5) to six (6) hours will have one paid rest period of thirty (30) minutes for a meal break. The total allotment can be split into two rest/meal periods if the Employer and employee agree.

#### 7.04 Start and Finish Times

In general, an employee's start and finish times will be between 7:00 am and 5:00 pm.

Arrangements for start and finish times will be by mutual agreement where possible, taking into consideration business needs and seniority. Where agreement cannot be reached between the parties the Employer will provide the employee with at least 20 working days' written notice before implementing changes in their start and finish times.

#### 7.05 Special Arrangements

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

## 7.06 Shift Premiums

Until April 30, 2022 employees who work three or more regularly scheduled shifts per week with hours that cover any period between 6:00 pm and 7:00 am will be entitled to a shift premium of \$38 bi-weekly.

- The regular bi-weekly payment of shift premiums will not be interrupted by absences of less than 60 working days.
- The bi-weekly payment of shift premiums will not affect any overtime payments or any other terms of the Collective Agreement.

### Effective May 1, 2022:

Employees shall receive a shift premium of two dollars (\$2) per hour for all regularly scheduled and worked weekday hours between 5:00 p.m. and 7:00 a.m.

Employees shall receive a premium of two dollars (\$2) per hour for all regularly scheduled and worked hours on Saturday.

- Shift premium does not apply to hours worked on overtime
- Shift premium shall not be considered as part of an employee's basic wage rate

## 7.07 Overtime

Payment for overtime will only be made for units of one (1) hour or more and for subsequent full fifteen (15) minute periods. Lesser periods of overtime accrued will be recorded and paid in accordance with the above.

The Employer will endeavor to distribute overtime relatively equally among employees qualified to perform the work required, taking into consideration assigned work location and employee classification.

There will be no duplication or pyramiding of overtime payment or time off in lieu. Overtime hours worked each day will only be considered as overtime or time off in lieu of pay and not as part of an employee's normal hours of work.

It is not the Employer's intention that non-bargaining unit employees work overtime to perform work regularly done by members of the bargaining unit.

## 7.08 Time Off in Lieu of Payment

Where the employee requests and with prior agreement of the manager, an employee may be granted time off at the applicable overtime rate, that is at one and one-half (1.5) or two (2) times the overtime hours worked or credited. If the employee is unable to take the time off within four (4) months due to work volumes, unless agreed to otherwise, they will be paid the accumulated overtime.

When the Employer determines they will function with reduced staff levels in a specific facility or location, employees not required to work will continue to receive straight time pay. Employees required to work will be paid straight time pay and will be granted straight time off in lieu on a subsequent date mutually agreed to. Employees off work for a planned absence (planned wellness or vacation) will have their credit adjusted in proportion to the amount of time of those who are not required to work. Unplanned wellness days will be deducted as per employees work schedule (*eg.: 7.25 hours, 7.75 hours, or 8.03 hours*).

\*In crisis situations the parties agree to discuss alternative arrangements.

#### 7.09 Time and One Half Paid Salary

Authorized overtime will be compensated at a rate of one and one-half times the employee's basic hourly rate for the hours worked when:

- work is performed in excess of seven and one-quarter (7.25) hours as applicable, or
- work is performed on the employee's first regularly scheduled day off,
  - work performed on an earned flex day (overtime is not applicable when an earned flex day is moved to an alternative day in accordance with Article 25.03), or
- an employee commences their vacation and returns to work during their scheduled vacation at the request of their manager. The time at work will be added to their vacation credits.
- an employee leaves their place of work after completing their shift and is subsequently called and required to perform work prior to the start time of their next scheduled shift. They will be paid a minimum of four (4) hours of pay.
- an employee is not notified seventy-two (72) hours in advance of a shift change. This will apply for the first eight (8) hours worked on the changed shift provided that no premium will be paid (see Appendix 6(2) and Article 7.10).
- an employee is required to work prior to twelve (12) hours elapsing between shifts. They will be paid overtime for those hours falling within the twelve (12) hour period.

#### 7.10 Double Time Paid Salary

Authorized overtime pay will be compensated at double time for:

- all work required to be performed on the employee's second consecutive regularly scheduled day off.
- hours worked during the second shift of a double shift when notification of the requirement to work a double shift is not provided prior to the end of the shift of the last previously scheduled working day.
- an employee working a paid holiday, the overtime paid will be in addition to the regular day's pay.

## ARTICLE 8

### TRAVEL and EXPENSES

#### 8.01 Meal Allowance

- a) The Meal Allowance is subject to a maximum allowance of fifty-one dollars (\$51). Effective January 1, 2022 the maximum allowance will increase to fifty-two dollars (\$52).

This amount allowed is itemized as follows:

|           |      |
|-----------|------|
| Breakfast | \$12 |
| Lunch     | \$17 |
| Dinner    | \$23 |

- b) (i) Reasonable expenses above the amounts as set out in (a) may be claimed upon the provision of receipts, with the exception of alcoholic beverages, when reimbursement of an amount in excess of the standard allowance is claimed.
- (ii) Employees may combine up to two (2) consecutive daily meals amounts for one meal expense, with no requirement for receipt(s).
- c) (i) One-half hour with pay will be allowed the employee to consume a meal either at or adjacent to their workplace.
- (ii) Breakfast and dinner expenses are normally claimed by employees who require overnight accommodation, and/or while traveling and/or working extended hours of at least two (2) hours overtime that will not allow the employee to leave/return home during the usual meal period.
- (iii) The cost of lunch may be allowed only if, during the normal meal period, an employee is traveling on Board business and is at a distance of 24 km or more from the employee's home AND their reporting office.
- d) Meal allowance will not be claimed where a meal is included in the cost of accommodation, seminars, or conferences and is consumed. Where a meal is not consumed for a reason (e.g. dietary preference, scheduling) the employee may submit an expense in which case the employee will be reimbursed for the amount indicated on the receipt in accordance with the above.

#### 8.02 Travel Per/km Rates

If an employee is required to use their own automobile for the Employer's business, the employee is entitled to reimbursement on a per/km rate. The per/km rate will be adjusted in February to match the annual drop-down 5,001 km non-taxable travel rate set by Canada Revenue Agency.

### 8.03 Travel Time Compensated at Straight Time

- a) When an employee travels directly from their home until they reach their destination, and from their destination until they reach their home.
- b) Where an employee is required to travel on their day off, or a holiday they will be compensated at the straight time rate for a minimum of four (4) hours.

### 8.04 Travel Time Compensated at Time and One Half

Where an employee completes a regularly scheduled shift and is then required to travel that same day for an overnight trip their travel time will be compensated at a rate of time and one half paid salary.

An employee will also be eligible for time and one half where an overnight trip would be approved and where management approves the employee to travel in the morning instead.

Where the employee then completes a regularly scheduled shift in the other location and then travels back home their travel time will be compensated at a rate of time and one half paid salary.

8.05 Where the employee requests and with prior agreement of the manager, an employee may be granted time off in lieu at the applicable rate.

8.06 Employees required to travel with an overnight stay will be entitled to one and one half hours as time in lieu for each occurrence capped at five (5) occurrences per month.

### 8.07 Internet Expenses

Where the employer requires the employee to work at home for a total of five (5) days or more in any given month and home internet service is required for work duties, the Employer will pay the actual amount of the monthly internet charges, upon submission of receipt(s), to a monthly sum of twenty five (\$25)

- A minimum of twenty (20) working days' notice will be given by the Employer where home internet service is no longer required.
- The Employer may also approve related expenses, if needed, to enable simultaneous home and business use. Proof of purchase must be provided (*examples: 100% for Ethernet cable, modem, router or 50% for enhanced connection speed.*).
- In the event the parties agree that internet service needs to be installed and dedicated to work use, 100% of the installation cost and monthly charges will be paid. Proof of installation must be provided.

### 8.08 Vehicle Allowance Program

The Vehicle Allowance Program will include:

- A fixed monthly allowance payment
- An additional depreciation allowance per 1,000 business km over 24,000 business km.
- A variable cost per business km.

|                   | May 1, 2020 | May 1, 2022 |
|-------------------|-------------|-------------|
| Mthly Allowance   | \$665       | \$675       |
| Depreciation      | \$170       | \$175       |
| ¢ per business km | .15¢        | .16¢        |

Where there is agreement between an employee and Employer, the employee may be admitted to the VAP where the employee:

- has travelled 24,000 km or more the previous calendar year on WSIB business; or
- is expected to travel 24,000 km or more in the coming calendar year on WSIB business.

An employee will be required to participate in the VAP where the employee:

- has travelled 38,000 km or more the previous calendar year on WSIB business; or
- is expected to travel 38,000 km or more in the coming calendar year on WSIB business.

The Employer will provide 60 working days' notice to employees who are required to enter into the VAP.

## 8.09 Personal Vehicles

(a) Employees who are required to provide a vehicle to conduct WSIB business, and who are not participating in the Vehicle Allowance Program but are required for “in-office” days (example: training) will be reimbursed for mileage and parking when travelling to the home office for one occurrence per week.

- It is understood that other arrangements may be entered into between the Union and Employer with respect to reimbursement for travel costs.

(b) In the event an employee's own vehicle sustains damages in a collision while being operated on WSIB business, the WSIB will reimburse the employee to a maximum five hundred dollars (\$500) deductible, subject to submission of proof that the employee incurred such cost unless damages are directly due to negligence or misbehaviour.

(c) Employees expected to regularly drive as part of their job will be provided:

- defensive and winter driver training every four (4) to six (6) years and;

(d) Employees expected to drive more than 5,000 km/year will be provided:

- Fifty percent (50%) up to a maximum of \$400 for the purchase of winter tires and rims every five (5) years. Proof of purchase and installation must be provided.
- (e) Employees expected to regularly drive as part of their job will be provided with Roadside Assistance during normal working hours.

#### 8.10 Travel and Business Expense Committee

The Employer and the Union recognize their shared commitment to adhering to best practice and may update the Travel and Business Expense policy and guidelines, as needed. Accordingly, the parties will support and maintain a Joint Travel and Business Expense Committee.

(a) Committee Membership:

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

Salary cost for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the Employer.

(b) Mandate:

The committee will table recommendations to the Union and Employer for endorsement and for implementation of policy updates reflecting changes to Article 7 and Article 8 following each round of Collective Bargaining. The committee will also monitor for compliance with the applicable legislative obligations.

## ARTICLE 9

### HEALTH and SAFETY

#### Intent

A healthy and safe workplace is a shared responsibility between the organization and each employee. Nothing is more important than the health, safety and wellbeing of each other and our surrounding workplace communities. The Union and the Employer are committed to promote the best health and safety practices and procedures to protect the health and safety of all employees. This will be achieved by meeting or exceeding requirements under the Occupational Health and Safety Act (OHSA).

- 9.01 WSIB employees are not required to tolerate foul or otherwise abusive language or threatening/violent behavior from internal or external sources. All abusive and harassing calls should be reported immediately to their manager and security office. If the severity of the incident warrants, the matter will be investigated and a warning/ restricted access letter will be issued to the offending person(s).

The Employer will take all reasonable and necessary steps to protect the health and safety of employees and their families from threatening/violent behaviour arising out of employment.

The Employer and the Union recognize the need for constructive and meaningful consultations on health and safety matters. Consequently, Joint Occupational Health and Safety Committees will be maintained locally and centrally.

- 9.02 Visual Display Terminals

After each hour of continuous operation of a V.D.T., a V.D.T. Operator shall have the opportunity for a change in such duties for a period of ten (10) minutes.

- 9.03 Employees traveling on WSIB business are expected to travel in a safe manner and observe safe driving practices.

- 9.04 Joint Health and Safety Committees:

In accordance with the Occupational Health and Safety Act (OHSA) the Employer will support the following committees:

- A Central Joint Occupational Health and Safety Committee co-chaired by an Employer and Union designate.
- Local Health and Safety Committees co-chaired by an Employer and Union designates in each geographic location.

The committee will meet and function in accordance with their respective terms of reference.



The Employer will provide aggregate data annually including but not limited to the Employee and Family Assistance Program summary, Fitness Incentive results, Occupational Board Employee Claims and Non-Occupational lost time and no lost time results, short-term disability (STD) and long-term disability (LTD) rates including diagnostic categories. The data will be used to further the workplace parties' efforts to prevent injuries and disease.

The STD and LTD material is confidential and should not be publicly released without the consent of the Employer.

Salary cost for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the Employer.

Training:

The Employer will provide certification level I and II training to each committee representative.

9.06 Ergonomics

The goal of ergonomics is to reduce, prevent and/or eliminate injuries associated with repetitive strain. The Employer is committed to the principles of a healthy and safe work environment. Employees are encouraged to work with the healthy workplace centre to prevent injuries or illness.

In accordance with the *Ontario Human Rights Code* employees will be accommodated as necessary with the goal of preventing permanent impairments and if required employees will be provided with a height-adjustable sit/stand desk-top, voice-recognition software compatible with workplace computers and systems or other needed supports.

## ARTICLE 10

### PAID HOLIDAYS

The Employer recognizes the following days as paid holidays:

10.01 New Year's Day

Family Day

Good Friday

Easter Monday

Victoria Day

Canada Day

Civic Holiday

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing Day

and any special holidays as proclaimed by the Governor General or Lieutenant Governor.

10.02 When any of these holidays fall on a Saturday, Sunday or an employee's scheduled day off, the following normal working day will be deemed a holiday(s). In the case where a flex day falls on a paid holiday, arrangements for alternate day off will be by mutual agreement between the employee and Employer. Where agreement cannot be reached the Employer will schedule the employee's flex day off, to be used within two cycles of the FWA.

10.03 To qualify for this benefit, the employee must have received pay from the Employer for their last scheduled shift preceding or their first scheduled shift following the holiday, unless they can show reasonable cause for failing to be paid related to emergency leave. Employees are generally considered to have "*reasonable cause*" for missing work when something beyond their control prevents them from working. Examples include, but are not limited to: absences related to emergency leave (i.e. personal illness, injury, or medical emergency and the death, illness, injury, medical emergency or urgent matters relating to certain family members and dependent relatives) as well as absences for family medical leave.

## ARTICLE 11

### VACATION SCHEDULING

#### 11.01 Calculation of Vacations

Vacation leave and pay entitlement will be based on the employee's continuous service from their most recent date of hire. When a contract employee becomes permanent, their period of contract employment immediately before becoming permanent will be deemed continuous service for purposes of calculating the rate of vacation entitlement.

Part-time employees who move to full-time will have their vacation day accrual increased to reflect their new full-time status. And full-time employees who move to part-time status will have their vacation day accrual decreased to reflect the reduction in their full-time status.

An employee will not accumulate vacation entitlement after any unpaid absence of sixty (60) consecutive working days. Accumulation will resume upon the employees return to work. Where the employee returns to work for less than five (5) consecutive working days, the absence will be considered continuous.

#### 11.02 Vacation Entitlement for Permanent Staff Employees

| Completed Service Years   | Accumulation Rate | Total Days Per Year |
|---------------------------|-------------------|---------------------|
| Less than 7 Years         | 1 ¼ days/month    | 15                  |
| 7 but less than 15 Years  | 1 2/3 days/month  | 20                  |
| 15 but less than 25 Years | 2 1/12 days/month | 25                  |
| 25 + years                | 2 ½ days/month    | 30                  |

#### 11.03 Maximum Accumulation

An employee may accumulate their unused vacation entitlement up to a maximum of three (3) years entitlement as of December 31<sup>st</sup> of any year. With three (3) months' written notice from the Employer, unused vacation in excess of three (3) years entitlement will be required to be taken as of December 31<sup>st</sup> in the fourth year, unless permission to carry forward has been given in writing.

Employees may cash in the equivalent of one vacation week after taking a vacation of at least two (2) full weeks during the previous twelve (12) months. Multiples of the 1:2 ratio can be requested. For example, two (2) weeks of vacation can be cashed if four (4) weeks of vacation have been taken during the previous twelve (12) months.

#### 11.04 Vacation Less Than Full Day

Where the absence is less than a full day, the calculation will be based on quarter hours.

#### 11.05 Service Bonus

On a once only basis on completion of an employee's 25<sup>th</sup> year of continuous service from their most recent date of hire, they will be entitled to one (1) bonus week of vacation entitlement. If the employee never received the bonus week of vacation, they will be eligible for one (1) bonus week of vacation in the year employment is voluntarily terminated with a minimum of twenty (20) years of continuous service.

#### 11.06 Vacation Work Units

For the purposes of vacation scheduling only, "Work Unit" is defined as all employees holding the same job title (job classification) within a Branch or Service Delivery Sector in the Toronto location and employees holding a job title (job classification) on a geographic location basis in the Area and District Offices. (*See below for exceptions*) The selection process is conducted in each separate geographic location and each separate Branch/Service Delivery Sector.

##### Exceptions

##### **Case Manager and Nurse Consultant Work Units:**

The following work units shall be grouped together as follows for short term case managers, long term case managers and nurse consultants.

|                               |                                 |
|-------------------------------|---------------------------------|
| Regional and Area offices     | Guelph / Kitchener              |
|                               | Hamilton / St. Catharines       |
|                               | North Bay / Timmins / Sudbury   |
|                               | Thunder Bay / Sault Ste. Marie  |
|                               | Ottawa / Kingston               |
|                               | London                          |
|                               | Windsor                         |
|                               | Toronto Service Delivery Sector |
| Government Services           |                                 |
| Construction / Transportation |                                 |
| Services / Health Care        |                                 |
| Industrial                    |                                 |

##### **Other Vacation Work Units for the purpose of Scheduling:**

The following work assignments are deemed work units:

- a. Case Manager teams regardless of location as follows:

|                                |                                      |
|--------------------------------|--------------------------------------|
| i. Psych/CPD                   | vii. Post-Adjustment Claims          |
| ii. Pre-90                     | viii. Re-employment                  |
| iii. Post Lock-in              | ix. Plan Monitoring Team (PMT)       |
| iv. System Owned Claims (SOC)  | x. Secondary Injury Enhancement Fund |
| v. Appeals Implementation Team | xi. Board Employee Claims            |

- b. The Learning and Development Branch will be divided into vacation work units, regardless of location, as follows:
- i. Learning & Development Specialist - Claims
  - ii. Learning & Development Specialist - Employer Accounts
  - iii. Learning & Development Specialist - Work Reintegration
  - iv. Learning & Development Specialist
- c. Health Care Payment Representatives at Simcoe Place shall be treated as 3 separate vacation work units as follows:
- i. Pre-90
  - ii. Noise Induced Hearing Loss
  - iii. All other Health Care Payment Representatives

At the request of either party, the Employer and the Union meet to discuss how vacation work units may be adjusted to allow for greater flexibility during vacation periods prior to the summer selection process.

#### 11.07 Staffing Requirements

Vacation leave will be taken at a time consistent with the staffing requirements of the work unit, the wishes and seniority of the employee, and is subject to the approval of the manager. Approval will not be unreasonably withdrawn.

Maximum staffing requirements for each work unit will be set in accordance with the charts below. Management has the discretion to set lower staffing requirements for a work unit.

| Work Unit | Staff # | Work Unit | Staff # | Work Unit | Staff # | Work Unit | Staff # | Work Unit | Staff # |
|-----------|---------|-----------|---------|-----------|---------|-----------|---------|-----------|---------|
| 50        | 40      | 40        | 32      | 30        | 24      | 20        | 16      | 10        | 8       |
| 49        | 39      | 39        | 31      | 29        | 23      | 19        | 15      | 9         | 7       |
| 48        | 38      | 38        | 30      | 28        | 22      | 18        | 14      | 8         | 6       |
| 47        | 37      | 37        | 29      | 27        | 21      | 17        | 13      | 7         | 5       |
| 46        | 36      | 36        | 28      | 26        | 20      | 16        | 12      | 6         | 5       |
| 45        | 36      | 35        | 28      | 25        | 20      | 15        | 12      | 5         | 4       |
| 44        | 35      | 34        | 27      | 24        | 19      | 14        | 11      | 4         | 3       |
| 43        | 34      | 33        | 26      | 23        | 18      | 13        | 10      | 3         | 2       |
| 42        | 33      | 32        | 25      | 22        | 17      | 12        | 9       | 2         | 1       |

|    |    |    |    |    |    |    |   |   |   |
|----|----|----|----|----|----|----|---|---|---|
| 41 | 32 | 31 | 24 | 21 | 16 | 11 | 9 | 1 | 0 |
|----|----|----|----|----|----|----|---|---|---|

For a work unit of 6, there shall be five (5) weeks, the timing of which shall be at management’s discretion, at least 3 of which shall be during the summer vacation period when the maximum staffing requirement is dropped to 4 instead of 5.

For a work unit of 11, there shall be five (5) weeks, the timing of which shall be at management’s discretion, at least 3 of which shall be during the summer vacation period when the maximum staffing requirement is dropped to 8 instead of 9.

**Summer Vacation Exceptions:**

- The maximum staff requirement for the week of Canada Day statutory holiday in July, for each work unit will be as outlined below.

| Work Unit | Staff # | Work Unit | Staff # | Work Unit | Staff # | Work Unit | Staff # | Work Unit | Staff # |
|-----------|---------|-----------|---------|-----------|---------|-----------|---------|-----------|---------|
| 50        | 35      | 40        | 28      | 30        | 21      | 20        | 14      | 10        | 7       |
| 49        | 34      | 39        | 27      | 29        | 20      | 19        | 13      | 9         | 6       |
| 48        | 33      | 38        | 26      | 28        | 19      | 18        | 12      | 8         | 5       |
| 47        | 33      | 37        | 26      | 27        | 19      | 17        | 11      | 7         | 4       |
| 46        | 32      | 36        | 25      | 26        | 18      | 16        | 11      | 6         | 4       |
| 45        | 31      | 35        | 24      | 25        | 17      | 15        | 10      | 5         | 3       |
| 44        | 31      | 34        | 23      | 24        | 16      | 14        | 9       | 4         | 2       |
| 43        | 30      | 33        | 23      | 23        | 16      | 13        | 9       | 3         | 2       |
| 42        | 29      | 32        | 22      | 22        | 15      | 12        | 8       | 2         | 1       |
| 41        | 28      | 31        | 21      | 21        | 14      | 11        | 7       | 1         | 0       |

For the purposes of determining the number of employees within a work unit, the following will apply:

- The Employer shall solicit all employees within a work unit for vacation selections.
- The size of the work unit will be determined on the day vacation scheduling begins.
- Leaves of absence longer than two (2) months (e.g. unpaid leaves, pre-paid leaves, short term disability (STD), long term disability (LTD), pregnancy and parental leaves, statutory leaves of absence (see Article 16.08) and Leaves under Article 17) shall not be counted.
  - However, employees with a confirmed return to work date during or before the applicable vacation period will be included in the work unit and scheduling. In the event the employee does not return to work they will be removed from the work unit calculation. If vacation becomes available as a result of the removal it will be made available in accordance with Article 11.12 after the vacation schedule has been posted.

- Probationary employees are not considered as part of the work unit until the employee is able to provide coverage. Probationary employees cannot book vacation however exceptions may be granted at the Employer's discretion and in accordance with seniority. Probationary employees, however, will be allowed to book vacation for periods after the expected end date of their probation.
- Permanent employees in new job training programs (inclusive of on the job training and practicum) may not take vacation and shall not be counted in the work unit during such training however, will have the option to book vacation for periods after the expected end date of their training period. The training period is distinct from and less than the trial period.
- Contract employees will be included in the total work unit size except in cases where the contract is for less than 6 months, expires prior to the period being booked, or where the contract is for a special project or is utilized to backfill employees on vacation. Contract employees do not have rights under Article 11.
- Permanent part-time employees are included in the calculation of the size of the work unit, on a pro-rata basis (i.e. an employee working 60% will constitute a 0.6 full time equivalent (FTE) addition to the work unit size).

#### 11.08 Exceptions:

- On an exception basis the Employer may require additional coverage than set out in Article 11.07 during peak business periods of high volume work, periods of system implementation or organizational change. The Employer will make efforts to avoid applying this provision during peak vacation periods (*2 consecutive weeks covering Christmas and New Years and 1 week for March break and the summer vacation period*) with the exception of an unexpected or unavoidable event. In either event the Employer will meet with the Union to discuss the rationale.
- When an employee has been approved to take vacation immediately following a pregnancy or parental leave, or other approved leave of absence they will not be included in the work unit until their vacation leave has concluded.

#### 11.09 Vacation Scheduling

The Employer and employee will participate in an interactive process in order of seniority as follows:

1. Vacation from November 1<sup>st</sup> up to and including April 30<sup>th</sup>:  
Where April 30<sup>th</sup> falls between Monday-Thursday, the entire week of April 30<sup>th</sup> shall be included in the November-April vacation booking process.

The Employer and employee will participate in an interactive process in seniority order commencing after the first business day of May and ending no later than the last business day of July.

2. Vacation from May 1<sup>st</sup> up to and including October 31<sup>st</sup>:

Where October 31<sup>st</sup> falls between Monday-Thursday, the entire week of October 31<sup>st</sup> shall be included in the May-October vacation booking process.

The Employer and employee will participate in an interactive process in seniority order commencing mid-January and ending no later than the last business day of March.

### 11.10 Vacation Approval Process

Once approved, an employee's vacation will not be cancelled due to a conflicting request from another employee.

The Employer will consider the vacation requests of employees who have met the deadline in the following manner:

1. Non-summer

- a) Each employee will be required to confirm their vacation based on what is available within 1 business day (Monday to Friday) of being contacted by the Employer.
  - Employees who are not at work during the scheduling period must make arrangements to be contacted or submit a ranked vacation request.
- b) The most senior employee in the work unit will make their vacation selection first.
- c) The next most senior employee in the work unit will select vacation according to remaining available time.
- d) In order of seniority, the process described in (c) will be repeated until all employees have been considered.
- e) If weeks remain available after each employee in a work unit has been considered, the process will be repeated starting at step (a).

2. Summer

The Employer will solicit interest from among all employees seeking vacation during the summer no later than mid-January.

Summer vacation scheduling will be planned on the basis of all employees seeking at least two (2) weeks of summer vacation, unless an employee expressly indicates otherwise.



For the purposes of vacation scheduling “summer” is defined as the period beginning with the first Monday prior to Canada Day and ending with the Friday immediately following Labour Day (see Article 11.07 for availability).

The Employer will ensure weeks are available within the staffing requirements of the work unit in order to provide each employee with no less than two (2) weeks of vacation during the summer vacation period. There is no guarantee of which week vacation will be allocated, as availability is based on seniority.

A maximum of four (4) consecutive or non-consecutive weeks may be scheduled within or connected to, the summer vacation period. Subject to staffing requirements of a work unit, request for longer consecutive periods will be reasonably considered on an exception basis.

Employees may select one (1) partial week which cannot include both the Monday and Friday in the same week. A partial week will be treated as using one (1) of the full weeks an employee may select. Where more than one day is selected the days must be consecutive.

- When a paid holiday (see Article 10) falls on a Monday or Friday, the previous or the following normal working day will be treated as the Monday and Friday of the same week.

For the initial bid for summer vacation employees may request up to three (3) full vacation weeks as follows:

- a) Each employee will be required to confirm their vacation based on what is available within 1 business day (Monday to Friday) of being contacted by the employer
  - Employees who are not at work during the scheduling period must make arrangements to be contacted or submit a ranked vacation request.
- b) The most senior employee in the work unit will make their vacation selection first.
- c) The next most senior employee in the work unit will select vacation according to remaining available time.
- d) In order of seniority, the process described in (c) will be repeated until all employees have been considered.
- e) If weeks remain available after each employee in a work unit has been considered, the process will be repeated starting with employees that have two weeks or less, in order of seniority, may select up to three (3) weeks.
- f) If weeks continue to remain available employees, in the order of seniority, may select a maximum of four (4) weeks in total during the summer vacation period.

### 11.11 Canvassing

When a Work Unit, has reached its capacity for granting vacation by seniority and job title, other geographic locations will be canvassed in order to allow for a greater opportunity to grant additional vacation requests. This will be subject to management

approval from both “work units” and will for the vast majority of cases be applicable only to the District Offices. This again will be based on seniority, same job title and same geographic location.

#### 11.12 Cancellations/Newly Available

The Employer will offer newly available vacation periods during the selection process in Article 11.10 or after the selection process has completed in accordance with Article 11.13.

Summer weeks selected as full weeks or partial weeks can only be cancelled as originally selected. This restriction does not apply to other vacation selection periods. Vacation cancellation requests made less than two (2) weeks’ prior to the vacation start date may be approved unless management has a reasonable basis for denying the request.

#### 11.13 Post Deadline Vacation Request

The selection process described in Article 11.10 is completed when the selections have finished but no later than the deadline of the last business day of March or July, as applicable.

The Employer will periodically recheck the size of work units after the selection process is completed, to determine if additional vacation can be made available.

As opportunities arise to grant additional vacation or available vacation due to cancellations the Employer will communicate the availability and consider requests submitted by a reasonable deadline in the order of seniority within the work unit.

Availability will be communicated to all employees in the vacation work unit using the Employer’s internal email system. It is the responsibility of employees who are not at work to establish a means of finding out what additional vacation is being made available.

#### 11.14 Vacation to be Taken First

When leave of absence without pay is granted together with paid vacation, the paid vacation is to be taken first. In the case of pregnancy or parental leave, the order will be at the employee's choice.

#### 11.15 Illness on Vacation

An employee who becomes ill in advance of or while on vacation may request to have the period of illness applied against Wellness Days and/or Short-Term Disability and their vacation entitlement restored. The Employer may request medical documentation to support the request.

## 11.16 Advance of Credits

For vacation purposes, employees who have exhausted their vacation credits may request, in writing, an advance on the coming year's entitlement. Such advances may not exceed one full year's entitlement.

## ARTICLE 12

### GRIEVANCE PROCEDURE

#### 12.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward will prepare and present grievances in accordance with the Grievance Procedure.

The Employer will recognize one Chief Steward.

The allotment of recognized Coordinators, Senior Stewards, and Unit Stewards will be as follows:

| Coordinators  | Senior Stewards | Unit Stewards | Other Unit Advisory Positions        |
|---------------|-----------------|---------------|--------------------------------------|
| Maximum of 40 | Maximum of 40   | Maximum of 40 | Up to 3 per unit to a maximum of 120 |

\* Head office will have the majority of recognized representatives based on a bargaining unit of approximately 2000.

#### 12.02 Definition

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. In such cases the procedure set out below will be followed.

#### 12.03 Time Limits

In this Article, days will include all working days exclusive of Saturdays, Sundays and designated holidays.

The time limits contained in this Article may be extended on a case by case basis by agreement of the parties in writing.

#### 12.04 Staff Assistance

- (a) The employee will be represented by union steward at each stage of the grievance procedure, and the management representative may have staff assistance present.
- (b) The Chief Steward, a member of the Union Executive Board or Council will be permitted to appear in the place of the local steward at any Step of the Grievance Procedure.

Similarly, one of these stewards will be permitted to accompany a new steward for the purpose of training when the new steward appears for their first three (3) grievances. The Union will reimburse the Employer for the time of the Chief Steward or union steward, when appearing in addition to the new steward.

At the request of the Union, a representative of the National Union may also be present and represent the grievor at any Step of the grievance procedure.

In accordance with 12.04(b), Where the Union deems it necessary to have an Executive Board member or member of the Union Council attend a formal Complaints meeting, Step 1 meeting, Step 2 meeting, mediation (12.08), and/or arbitration (12.09) and/or Discipline & Discharge meetings/investigation (13.01) the Employer will grant time off to attend such meeting without loss of pay or credits.

#### 12.05 Complaints

The parties agree that in an effort to address complaints in a timely and effective manner, management and OCEU/COPE officials will be provided with training and education in the area of alternative dispute resolution.

- a) An employee who believes they have a complaint or a difference with the Employer may first informally discuss the complaint or difference with their manager.
- b) At any time within 20 working days of first becoming aware of the complaint or difference, an employee may initiate a formal complaint. In presenting a formal complaint to their manager, the employee will have a Union representative in attendance.
- c) If a formal complaint or difference is not satisfactorily settled by the manager within fifteen (15) working days, the employee may ask the Union to file a grievance at the applicable step.

#### 12.06 Disclosure

The parties agree to the principles of early and mutual disclosure to facilitate timely resolutions of grievances.

At any point during the grievance process, either party can request disclosure of particulars or documentary evidence from the other party. The party receiving the request shall make reasonable efforts to provide the requested disclosure within ten (10) working days of receiving the request, unless the party receiving the request believes that disclosure is not warranted due to reasons of privacy or confidentiality.

If disclosure is not provided, the party not receiving disclosure shall have the right to seek an order for disclosure from the Grievance Settlement Board.

## 12.07 Grievances

The aggrieved employee will submit a grievance in writing through the authorized representative of the Union.

### Step 1

If the Union considers the grievance to be justified, the Union through its authorized representative will file a grievance in writing with the grievor's Director within fifteen (15) working days of the date the grievor received (or should have received) the formal complaint decision from their manager or if no complaint was filed within fifteen (15) working days of the employee first becoming aware of the complaint or difference with the Employer.

The Director or their designate who has not heard the dispute in the complaint stage will hold a meeting with the manager, Union and the grievor, within fifteen (15) working days of the receipt of the grievance and will give the Union and the grievor their decision in writing within fifteen (15) working days of the meeting. If a decision is not received within fifteen (15) working days, the Union may file a grievance at step 2.

Where the meeting is held outside of the grievor's work location, the Employer will pay all costs of attending the meeting for both the grievor and their representative.

### Step 2

If the grievance is not resolved under Step. 1 the Union may submit the grievance to the respective Vice President or their designate within fifteen (15) working days of the date that the Union and the grievor received the decision under Step. 1.

The Vice President or their designate who has not heard the dispute in the complaint stage or Step 1 will hold a meeting with the Union and at the Union's discretion, the grievor, within fifteen (15) working days of the receipt of the grievance and will give the Union and the grievor their decision in writing within fifteen (15) working days of the meeting. If a decision is not received within fifteen (15) working days, the Union may refer the grievance to the Grievance Settlement Board.

In situations of excessive delay by the Employer, and in order to have the grievance heard in a timely manner, the Employer agrees to pay one hundred percent (100%) of the grievor's travel, accommodation and meal expenses to attend the second step grievance meeting held outside the grievor's work location.

## 12.08 Grievance Mediation

The parties may agree to use the services of a mutually agreeable Mediator to assist the parties in resolving the grievance. The grievor(s) may attend the mediation meeting at the request of the Union.

The grievor(s)' time spent in attendance at mediation during an employee's regular working hours shall be without loss of pay.

The parties will jointly, in equal shares, bear the expenses of the Mediator. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice.

#### 12.09 Arbitration

If the Union is not satisfied with the decision of the Vice President or their designate as or if it does not receive the decision within the specified time, the Union may apply to the Grievance Settlement Board (GSB) for a hearing of the grievance within fifteen (15) working days of the date the Union received the decision, or within fifteen (15) working days of the specified time limit for receiving the decision.

Once the grievance has been referred to the GSB either the Union or the Employer may initiate a request to have hearing dates scheduled. Once a request for hearing dates has been made both parties will make reasonable efforts to agree on a Vice Chair and dates within 30 days.

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

- a) An employee who is a grievor or complainant and where the Union has an application for a hearing before the Grievance Settlement Board or the Labour Relations Tribunal will be allowed leave of absence without loss of pay or credits, if required to be in attendance by the Board or Tribunal.
- b) Upon written request by the Union with reasonable notice, an employee who has a grievance before the Grievance Settlement Board or who is required to appear as a witness will be permitted reasonable time without loss of pay or credits to prepare for the arbitration hearing. The leave of absence will be granted subject to work requirements. The Union will reimburse the Employer for the salary paid to the employee under this subsection.
- c) An employee who has a grievance and is required to attend meetings arranged at Steps 1, and/or 2 of the Grievance Procedure will be given time off without loss of pay or credits to attend such meetings.

#### 12.10 Dismissal

- a) During the probationary period the Employer will be the sole judge of an employee's ability and suitability for employment and dismissal will be at the Employer's discretion. Probationary employees will not be able to file a grievance related to termination of their employment but can do so if the probationary employee has been terminated in bad faith, arbitrarily or for reasons that are discriminatory or contrary to legislation. Following the dismissal, the parties will, as necessary, meet to discuss exit options that if accepted shall preclude filing a grievance.

- b) Dismissal and discharge grievances will be heard at Step 2 of the grievance procedure provided they do so within twenty (20) working days of the date of dismissal.

#### 12.11 Policy 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 Step 2 of the grievance procedure provided it does so within forty-five (45) working days of the complaint or difference following the occurrence or origination of the circumstance giving rise to the grievance.

If the grievance covers more than one Branch, it may be filed with the Director, Labour Relations Branch.

#### 12.12 Group Grievance

Where a number of employees have the same grievance, a group grievance signed by a union steward will be filed at Step 1 of the grievance procedure provided it is filed within twenty (20) working days following the occurrence or origination of the circumstance giving rise to the grievance.

#### 12.13 Job Posting Grievance Procedure

- a) At any time within ten (10) working days of first being advised of the non-selection (includes employees above and below the minimum threshold who were not successful), an employee may request a post interview. The Employer will schedule the interview within 20 working days of the request. The post interview process will include:
- Job skill/recruitment process strengths and gaps;
  - The competition threshold, along with weightings of each question, and;
  - A review of the employee's graded work sample, along with the interview questions including the candidate's answers and scores.
- b) If the employee is not satisfied, a complaint in accordance with Article 12.05 may be pursued. The Employer will provide the authorized Union representative a copy of the employee's selection documents within five (5) working days to facilitate resolution during a formal complaint meeting.
- c) Where a grievance arises as a result of the job posting procedure in Article 5, such grievance will be filed at Step 1 with the respective Director, or their designate, of the department of the position vacancy that was posted.
- d) At least five (5) working days prior to the Step 1 meeting, upon request, the Employer will provide the authorized Union representative (s) with up to five (5) selection documents for successful candidate(s) in the competition (*example: regardless of geographic location provided the same selection tools were utilized*) and the grievor's selection documents. The information provided will also include competition



threshold, along with weightings of each question and suggested answers. Qualified Candidate documents will be provided when requested if there are less than five (5) successful candidates. The Director or their designate will hold a meeting with a member of the hiring panel, the Union and the employee within ten (10) working days of the receipt of the grievance and will give the grievor their decision in writing within ten (10) working days of the meeting.

Both parties acknowledge that this does not limit rights of either party to request information for a Grievance Settlement proceeding.

#### 12.14 Discrimination/ Harassment

Where any difference between the Employer and the Union arises for reasons that may be discriminatory for any reason as outlined in the *Ontario Human Rights Code*, as amended from time to time or contrary to legislation the Union shall be entitled to file a grievance. If the grievance is in relation to a decision of the employer's ethics executive, the Union shall be entitled to file the grievance at Step 2 of the grievance procedure, provided it does so within the timelines set out in article 12.07.

If the grievance is not in relation to a decision of the employer's ethics executive, the Union shall be entitled to file the grievance provided it does so within the timelines set out in article 12.07. The Union will ensure the Employer is provided with particulars of the allegations by the Grievor, and the Employer will review the allegations and conduct an investigation where warranted. Where an investigation is conducted, the results of the investigation will be provided to the Union and to the Grievor. Following the investigation, or if the investigation is not concluded within ninety (90) calendar days, the grievance can proceed to Step 2 of the grievance procedure, even if a Step 1 meeting did not occur.

#### 12.15 Pension Matters

Individual member complaints or appeals over pension administration matters made in connection with the Definitive Documents on or after the date of conversion of the Jointly Sponsored Pension Plan (JSPP), as defined in Article 28, shall be subject to the member complaint and appeal process adopted by the JSPP's administrator. For greater certainty, such complaints or appeals shall not be subject to the grievance procedures under this collective agreement.

#### 12.16 Grievance Audit Committee

The Union and the Employer recognize their shared commitment to the timely resolution of workplace disputes. Accordingly, the parties will maintain a Grievance Audit Committee to review and assess ongoing grievances.

a) Committee Membership:

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

Salary cost for joint meetings and agreed to expenses, including reasonable preparation time, up to a maximum of one hour per meeting, will be paid by the Employer.

b) Mandate:

A grievance audit will consider resolution options or paths (ex: non-binding mediation) regarding disputes between or among the appropriate persons or representatives of the parties.

## ARTICLE 13

### DISCIPLINE AND DISCHARGE

13.01 When the Employer meets with an employee to advise of disciplinary action or meets with an employee to investigate a matter which may lead to discipline, the employee will be advised of the nature of the allegations prior to the meeting and will be able to respond during the meeting. Such employees will be advised that they have the right to Union representation. Witnesses will also be advised that they have the right to union representation. In the event of an employee's impending discharge, the Union will be given advance notice of such action.

Investigations will be conducted in accordance with the principles of procedural fairness.

13.02 An employee will receive a copy of disciplinary letters at the time of the disciplinary meeting and prior to them being placed in their human resource file. Letters involving discipline, suspension or discharge will be copied to the Union office.

13.03 Employees will be advised in writing if the next step in the discipline process may involve an escalation in penalty to either suspension or discharge. An employee will be entitled to file a grievance provided it is done within twenty (20) working days of the date of receipt of the letter advising of suspension or discharge. Upon receipt of the written grievance, the Employer will provide the Union with the facts upon which the decision was based.

13.04 Any disciplinary warning will be removed from an employee's human resource file no later than eighteen (18) months from the date of offense, provided that there have been no similar warnings in that period, in which event the time for the application of this section will be counted from the date of the succeeding warning.

13.05 Where a Performance Improvement Plan (PIP) is in place and prior to the Employer issuing a letter to an employee warning of a potential termination, demotion or transfer to a different job the employee will be advised that they have the right to Union representation. However, in certain circumstances the Union and the Employer may agree to earlier involvement.

The Employer must have reasonable justification to place an employee on a PIP or keep an employee on a PIP as well as reasonable justification to terminate, demote or transfer to a different job for non-culpable performance related issues. Prior to taking such action the Employer, Union and employee will meet to discuss possible alternative courses of action.

13.06 When an employee is absent in excess of ten (10) consecutive working days, they may be discharged for not providing a justifiable reason or for not notifying the Employer, unless giving such notice was not reasonably possible.

- 13.07 When an employee, following a layoff, fails to return to work without justifiable reason within ten (10) working days of receiving a recall notice, they will be discharged. Recall notice will be given in writing and delivered to the employee's last known address. It will be the responsibility of the employee to keep the Employer informed of their current address.
- 13.08 Discharge means termination of employment and loss of seniority unless reversed through the grievance/arbitration process.

## ARTICLE 14

### JOINT COMMITTEES

#### Statement of Intent

The Employer and the Union agree that, in order to further positive labour relations, regular communication and consultation on matters of mutual interest is desirable.

14.01 The parties encourage and support regular joint labour/management meetings at the corporate and local levels.

14.02 Where a Joint Committee is established, it will be comprised of a minimum of two Employer representatives and two designates of the Union.

The committee will meet at the request of either party.

For the committees listed in 14.03 salary costs for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the Employer.

14.03 The following standing committees represent ongoing joint work:

- a) Travel and Business Expense Committee (Article 8)
- b) Central Occupational Health and Safety Committee (Article 9)
- c) Local Health and Safety Committees (Article 9)
- d) Grievance Audit Committee (Article 12)
- e) Labour/Management Committee (Article 14)
- f) Joint Job Evaluation (Article 18)
- g) Joint Insurance Benefits Review (Article 21)
- h) Workload (Article 25)
- i) Disability Management Committee (Appendix 1)
- j) Diversity / Equity Committee (Article 14)

14.04 Central Joint Labour/Management Committee

To promote efficient and effective public service, the Employer and Union recognize they have a mutual interest in and an obligation to maintain and enhance a constructive relationship between rounds of bargaining on issues of joint interest.

a) Committee Membership:

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

b) Mandate:

The purpose of the Central Joint Labour Management Committee is to provide a forum for the exchange of ideas between management and the Union. Committee meetings will involve consultation about workplace issues affecting the parties.

In keeping with the business fundamentals of service excellence and organizational excellence, the parties agree to continue to develop and provide best practices in labour relations to foster positive, proactive and principled labour/management working relationships.

The committee representatives will create an agenda of matters proposed to be discussed which would include general or systemic concerns to the parties and would not normally include matters that are properly the subject of grievance, negotiations for the amendment or renewal of this agreement, or concerns of individual employees.

The parties to the Committee agree that any discussion at the Committee will be on a without-prejudice and without-precedent basis, unless agreed otherwise.

The Committee may, upon agreement, establish sub-committees for the purpose of examining and reporting back to the Labour Management Committee in respect of such matters as the Labour Management Committee may so direct.

14.05 Diversity / Equity:

The Diversity / Equity Committee will jointly explore and identify best practices that support diversity, equity, inclusion and to foster diverse and inclusive workforces reflective of Ontario's diverse communities.

a) Mandate:

The Committee will explore and identify best practices that promote the continued development of positive, respectful work environments committed to equity, inclusion, and diversity.

c) Committee Membership:

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

## ARTICLE 15

### WELLNESS DAYS

Termination provisions for payout of banked attendance credits will remain in effect. Employees hired on or before December 31, 2011 who have three (3) or more years of service at the time of termination and leave the service of the Employer, will receive a cash payment based on fifty per cent (50%) of their unused attendance credits at the rate of pay being received at the time of termination. The maximum any employee may receive under this provision is twenty-six (26) weeks of salary.

All probationary and permanent employees are entitled to wellness days on the following basis:

#### 15.01 Wellness Days

Wellness days are paid absence days which may be taken in accordance with the reasons outlined in Article 15.03

#### 15.02 Wellness Day Entitlements

An employee shall be eligible to receive twelve (12) wellness days upon commencement of each calendar year.

Employees who are not actively at work at the commencement of the calendar year shall be granted entitlement to wellness days pro-rated based on their date of return.

New employees shall be granted wellness days pro-rated to their date of hire (*formula: 1.0 days per month*). New employees who commence employment with three (3) or less days may advance a maximum of 3 days of the following year's vacation credits provided their absence does not progress to STD.

Permanent part-time employees shall have their annual wellness day entitlement pro-rated based on their work schedule. (*Example: for employees working 60% of a normal work week they will receive 60% of the annual entitlement*).

Part-time employees who move to full-time will have their wellness day bank increased to reflect their new full time status. And full-time employees who move to part-time status will have their wellness day bank decreased to reflect the reduction in their full time status. Where the second scenario resulted in a negative wellness day balance, the additional time would be deducted from vacation credits or time in lieu.

At year end, a maximum of six (6) unused wellness days shall be converted to vacation entitlement.

#### 15.03 Use of Wellness Days

a) Personal Absences

Employees may use wellness days for personal absences. Typical reasons may include but not limited to: illness, employee's marriage, religious holidays, volunteerism, sickness/injury in the immediate family requiring the employee's presence, inclement weather, moving, preventative medical or dental care.

i) Unplanned Absence:

In the case of illness or emergency, the employee will notify their manager (via email or phone) as soon as possible, normally before the commencement of their next shift. Wellness days must be used for unplanned absences such as illness or emergency prior to accessing other banks.

Where an employee has exhausted their annual wellness day entitlement, they may request, in writing, the use of vacation credits or time in lieu for salary continuance.

ii) Planned Absence:

Employees may use wellness days, vacation credits, or time in lieu for any personal planned absences. For planned absences employees will obtain prior approval.

iii) Office Closure:

In the event an office is closed for a full or partial day(s), employees who requested a planned absence shall not be deducted the applicable full or partial wellness day(s) as follows:

- a) In the event of a full or partial office closure due to inclement weather which results in some or all employees not being required to attend or remain at work:
  - i. In the event an office is closed because of inclement weather for one or more full business days, employees who did not attend work and submitted a request to use a wellness day because of the inclement weather, prior to the announcement of the closure, shall not be deducted a wellness day.
  - ii) In the event an office is closed for part of a day, employees who did not attend work and requested the use of a wellness day because of the inclement weather, prior to the announcement of the office closure, shall only be deducted a pro-rated portion of a wellness day deducted based upon their normal hours of work.

b) Wellness Day for Short-term (STD) and Long-Term Disability (LTD)

In accordance with Appendix 1, Section 1.03 employees may use wellness days for salary continuance purposes for the initial three (3) consecutive days of



absence due to illness (elimination period) and thereafter as a top-up to STD or LTD benefits.

The elimination period of three (3) consecutive days shall be defined as 21.75 hours irrespective of alternate hours of work (*e.g. flex*). This is with the exception of part-time employees, who would have an elimination period of three (3) consecutive days pro-rated based on their work schedule.

Where an employee has exhausted their annual wellness day entitlement, they may request in writing, the to use of:

- Vacation credits and lieu time for salary continuance during the STD elimination period, top up STD and/or bridge to or top up LTD benefits.
- Banked attendance credits may be used for STD and LTD top up only.

#### 15.04 Notification of Absence

In all cases of absence, the employee is responsible for notifying their manager (via email or phone) prior to the commencement of regular duties on the first day of absence, giving the reason and the estimated duration. This requirement would not apply where the circumstances make it unreasonable.

#### 15.05 Proof of Illness

An employee absent for illness may be required to provide a medical report that establishes that they were unable to work due to illness. This will not be required unless the absence is for more than three (3) consecutive working days due to illness or where an employee has been warned in writing regarding an alleged misuse of wellness days.

Where a medical report is required, the employee will be responsible for no more than \$25 of the initial report and the Employer will pay the difference. The Employer will be responsible for the costs of all subsequent medical reports required.

#### 15.06 Partial Deductions from Wellness Days

Where the absence is less than a full day, the wellness day deduction will be based on quarter hours.

|                        |           |
|------------------------|-----------|
| Up to 15 minutes ..... | 0.25 hour |
| 16 to 30 minutes ..... | 0.50 hour |
| 31 to 45 minutes ..... | 0.75 hour |
| 46 to 60 minutes ..... | 1.00 hour |

#### 15.07 Termination of Employment and Wellness Days

Unused wellness days have no cash value at time of termination.

## ARTICLE 16

### LEAVE OF ABSENCE

#### 16.01 Bereavement Leave of Absence

An employee who has a bereavement in their immediate family will be granted up to and including five (5) days absence with pay. Immediate family means spouse (as defined in Section 1.03 of Appendix 2), parents, and child. For this provision “step” relationships are considered as immediate family.

An employee who has a bereavement in their family will be granted up to and including three (3) days’ absence with pay. Family means brother, sister, parents-in-law, grandparents, grandchildren, son-in-law and daughter-in-law. For this provision “step” relationships are considered as family.

In the event of the death of an employee's brother-in-law, sister-in-law, grand parents-in-law, the employee will be given one (1) days' leave with pay to attend the funeral.

An additional day's traveling time, in each direction, will be granted in order for the employee to attend the funeral if such is to be held in excess of 600 kilometers from the employees’ home.

##### a) Flex Application

Bereavement leave will be recognized as 7.25 hours of pay and also time away from work for a full 24-hour period. Employees working a FWA will have their bereavement entitlement pro-rated based on their work schedule.

In order to maintain an employee’s regular salary and to provide them with their time off, an employee may use available time as follows:

- i. Time in lieu / overtime hours
- ii. Wellness Days
- iii. Vacation time
- iv. Make up the time

##### b) Part-Time - Application

Bereavement leave will be recognized as 7.25 hours of pay and also time away from work for a full 24-hour period. Part-time employees will have their bereavement day entitlement pro-rated based on their work schedule.

#### 16.02 Jury Duty

An employee who is called to court for the following reasons:

- Jury Duty
- subpoenaed as a witness or
- required in court for matters arising out of their employment

will be paid their salary for the necessary period of absence from work. Any payment received, excluding expenses, will be paid to the Employer.

#### 16.03 Military Leave of Absence

In addition to their regular vacation, an employee who is a member of the Armed Forces Reserves will be granted a leave of absence for:

1. Prescribed military training once in a calendar year
2. One attachment (maximum period of one year) to full time service.

An employee on military leave will be paid their salary for the period of absence from work provided that any payment received, excluding expenses, will be paid to the Employer. This excludes any amount paid by the military in excess of the employee's normal pay by the employer. An employee will advise the Employer prior to enrolling in the Armed Forces Reserves.

#### 16.04 Education Leave

An employee will be granted leave of absence with pay to write examinations to upgrade their employment qualifications with the Employer.

#### 16.05 General Unpaid Leave

An employee may be granted leave of absence without pay when they present a written request, in advance, providing reasonable cause. Such request is subject to approval by the Employer.

Seniority will only accrue for the first sixty (60) working days of the leave.

Medical and Dental Plan coverage will remain Employer paid for sixty (60) consecutive working days from commencement of the leave. The employee may opt for continued coverage for the duration of the leave. Premiums for continued coverage shall be paid monthly or prior to the commencement of the leave.

#### 16.06 Pregnancy and Parental Leave of Absence

Pregnancy and parental leaves of absence will be granted to employees under the terms of the *Employment Standards Act* as amended from time to time. The provisions outlined in this Article summarize the pregnancy and parental leave of absence provisions of the Act and provide additional supplementary employment insurance benefits (SEB).

- a) A pregnant employee who has completed at least 13 weeks of employment prior to the expected birth date will be eligible for a pregnancy leave of absence for a period up to seventeen (17) weeks.

An eligible employee will provide the Employer, prior to the start of the pregnancy leave:

- i) at least two (2) weeks written notice of the date the pregnancy leave is to begin and end and the start and end dates of the parental leave, when appropriate

and

- ii) a written notice from a legally qualified medical practitioner stating the expected birth date.

The leave will be granted for any period of up to seventeen (17) weeks, commencing at any time during the period of seventeen (17) weeks immediately preceding the expected birth date and no later than the day of birth.

An employee who is prevented from returning to work by reason of personal illness at the end of the seventeen (17) weeks pregnancy leave of absence will then be considered to be on leave of absence due to illness.

- b) An employee who becomes a new parent and who has completed at least thirteen (13) weeks of employment before the date the leave is to begin will be eligible for a parental leave of absence. Employees taking a parental leave may elect to take the standard leave for a period of up to thirty-seven (37) weeks, or if the employee also took pregnancy leave thirty-five (35) weeks; or the extended parental leave of up to sixty three (63) weeks, or if the employee also took pregnancy leave sixty one (61) weeks.

An eligible employee will provide the Employer, prior to the commencement of the parental leave at least two (2) weeks' written notice of the date the parental leave is to begin and end, and the elected length of leave.

An employee must begin parental leave:

- (i) no more than fifty-two (52) weeks if electing to take the standard leave, or no more than seventy-eight (78) weeks if electing the extended parental leave after the day the child is born or comes into the custody, care and control of a parent for the first time
- (ii) when the pregnancy leave ends, unless the child has not yet come into the custody, care and control of a parent for the first time.

## Conditions of Pregnancy and Parental Leave of Absence

### 1. Benefits, Seniority and Service

Employees will receive:

- a) Union seniority
- b) Service
- c) Vacation Service
- d) Wellness Days
- e) WSIB Employee Pension Plan service where they choose to continue their contribution.

Both the Employer and employee paid premiums and contributions will continue during the leave unless the employee confirms in writing the benefits are not to remain in effect.

### 2. Right of Return

An employee returning from pregnancy or parental leave will be reinstated to their previous position and same working conditions, or where their job does not exist due to an organizational or technological change, Article 6 shall apply.

### 3. Supplementary Employment Benefits (SEB)

#### Pregnancy Leave

During a pregnancy leave a new birth mother may be paid SEB providing the employee:

- a) has at least one (1) year of continuous service with the Employer, and
- b) is eligible to receive Employment Insurance Benefits (EI).

To receive SEB during a pregnancy leave, an employee must:

- a) request the SEB in writing,
- b) confirm application or eligibility for EI benefits,
- c) agree to repay the benefit with failure to return to work for a minimum of 6 months

Supplementary Employment Benefits may be paid as follows:

- a) During the first one week of the pregnancy leave with proof of application,
- b) Up to sixteen (16) weeks of the pregnancy leave with proof of EI eligibility

The pregnancy SEB will be based on the employee's gross base salary and will be paid to the maximum of 75% of the salary. Gross base salary is calculated on the employee's

gross weekly wages before deductions, received on the last day worked prior to the start of the pregnancy leave less other premiums including, but not limited to irregular hours, overtime, shift premium or differential pay for temporary assignments.

Employees have no vested right to payments under the plan except to payments during the period of unemployment specified in the plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments made under the plan.

### Parental Leave

During a parental leave a new birth mother, birth father, adoptive mother, and/or adoptive father may be paid SEB providing the employee:

- a) has at least one (1) year of continuous service with the Employer, and
- b) is eligible to receive Employment Insurance Benefits (EI).

To receive SEB during a parental leave, an employee must:

- a) request the SEB in writing.
- b) confirm application or eligibility for EI benefits.
- c) agree to repay the benefit with failure to return to work for a minimum of 6 months.

Supplementary Employment Benefits may be paid as follows:

- a) During the first one week of the parental leave with proof of application when applicable.
- b) Up to sixteen (16) weeks of the parental leave with proof of EI eligibility.

The parental SEB will be based on the employee's gross base salary and will be paid to the maximum of 75% of the salary. Gross base salary is calculated on the employee's gross weekly wages before deductions, received on the last day worked prior to the start of the parental leave less other premiums including, but not limited to irregular hours, overtime, shift premium or differential pay for temporary assignments.

The total amount of any SEB payable by the Employer will be no greater than what would have been payable whether the employee elects a standard leave or elects an extended leave with reduced employment insurance benefits. Where an employee elects to take a parental leave of greater than seventeen (17) weeks the SEB benefit may be pro-rated for all or a portion of the leave to a maximum of sixty-three (63) weeks, subject to any CRA or Employment Insurance limitations that may apply. This option must be requested when the application for SEB benefits is made.

Employees have no vested right to payments under the plan except to payments during the period of unemployment specified in the plan.

Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments made under the plan.

Upon request an employee may be considered for a general unpaid leave of absence. If the leave is granted it will not exceed 6 months.

#### 16.07 Credits Report

As soon as practicable following the end of each calendar year, every employee will be advised of the number of vacation (*including up to six (6) unused wellness days per year*) and attendance credits to which they are entitled.

#### 16.08 Statutory Leaves of Absence

The Employer shall grant SEB to employees that qualify for the following Statutory Leaves of Absence in accordance with the provisions of the Employment Standards Act (ESA) as amended from time to time:

- Family Medical Leave
- Family Caregiver Leave
- Critical Illness Leave
- Child Death Leave
- Crime-Related Child Disappearance Leave

The employee will provide to the Employer such evidence as necessary to prove entitlement under the *ESA*.

An employee contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.

##### 1. Benefits, Seniority and Service

Employees will receive:

- a) Union seniority
- b) Employee Pension Plan service where they choose to continue their contribution.

Medical and dental plan coverage will remain Employer paid for sixty (60) consecutive working days from commencement of the leave. The employee may opt for continued coverage for the duration of the leave. Premiums for continued coverage shall be paid prior to the commencement of the leave.

Employees shall not receive vacation credits, wellness days and short-term or long-term disability coverage.

## 2. Right of Return

Employees returning from a statutory leave under Article 16.08 will be reinstated to their previous position and same working conditions, or where their job does not exist due to an organizational or technological change, Article 6 shall apply.

## 3. Supplementary Employment Benefits

During a statutory leave under Article 16.08 an employee may be paid SEB providing the employee:

- a) Has at least six (6) months of continuous service with the Employer, and
- b) Confirms application or eligibility for EI benefits.
- c) Agrees to repay the benefit with failure to return to work for a minimum of 6 months.

Supplementary Employment Benefits may be paid as follows:

- a) During the first one week of a leave with proof of application for EI,
- b) Up to seven additional weeks of a leave with proof of EI eligibility.

The amount of SEB will be based on the employee's gross base salary and will be paid to the maximum of 75% of salary. Gross base salary is calculated on the employee's gross weekly wages before deductions, received on the last day worked prior to the start of the leave less other premiums including, but not limited to irregular hours, overtime, shift premium or differential pay for temporary assignments.

An employee shall be entitled to receive a maximum of eight weeks of SEB for statutory leaves under Article 16.08 in any calendar year, regardless of the number of such leaves taken in the year. An employee shall also be entitled to receive a maximum of eight weeks of SEB for statutory leaves under Article 16.08 for any single period of leave if the leave extends over more than one calendar year.

## 4. Types of Leave

- a) Family Medical Leave:

Family Medical Leave is job-protected leave of up to eight weeks to provide care or support to certain family members if a qualified health practitioner has issued a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of 26 weeks.



b) Family Caregiver Leave:

Family Caregiver Leave provides up to eight weeks of job-protected leave in a calendar year for employees to provide care or support to certain family members if a qualified health practitioner has issued a certificate stating that the individual has a serious medical condition.

c) Critical Illness Leave:

Critical Illness Leave provides job-protected leave to employees who have been employed for more than 6 months to provide care to a critically ill family member if a qualified health practitioner has issued a certificate stating that the family member is critically ill and requires the care or support of one or more family members. Employees may receive up to 37 weeks of leave to care for a child or up to 17 weeks to care for an adult family member.

d) Child Death Leave:

Child Death Leave provides up to 104 weeks of job-protected leave for parents of a child who has died.

e) Crime-Related Child Disappearance Leave:

Crime-Related Child Disappearance Leave provides up to 104 weeks of job-protected leave for parents of a missing child if it is probable, considering the circumstances, that the child disappeared as a result of a crime.

#### 16.09 Leave of Absence Right of Return

When an employee returns to work after an approved leave of absence for reasons other than adoption, pregnancy, parental leave, or leaves under Article 16.08, they will be returned to their former position, or where their job does not exist for any reason Article 6 “organizational or technological change” shall apply.

## ARTICLE 17

### LEAVE OF ABSENCE FOR UNION ACTIVITIES

#### **Intent**

When an employee is elected as an official representative of the Union, a new relationship develops between the Employer and the employee that includes the development and maintenance of a harmonious relationship between the parties. The Employer recognizes that all Union representatives have an enhanced responsibility to the Union, its members and the Employer.

The Employer acknowledges time off work for union duties will not be construed in performance appraisals as absence from work.

#### 17.01 Recognition of Union Representatives

The Union will advise the Director, Labour Relations of the names and locations of Union representatives immediately following their election.

If required, the Employer will modify, as follows, the work assignments of elected representatives in order to allow them to perform their union duties:

- redistribution of workload; or
- the addition of temporary staff; or
- with the agreement of the employee, transfer to a less sensitive position, with no loss of pay or penalty.

#### 17.02 Leave of Absence

All requests for leave of absence for Union representatives under this Article will be sent to the Director, Labour Relations designate by a designated representative of OCEU/CUPE Local 1750.

Following discussion with the employee's operating manager, the Employer will then confirm or deny the request with the designated Union representative.

The request for leave must be made as far in advance as is practical. The absence will be granted, including reasonable time for travel, subject to work requirements. Permission will not be unreasonably withheld.

Union representatives will continue to accrue seniority, credits, and benefits during union leave except as noted in Article 17.06.

### 17.03 Union Paid Time Off

The Union will reimburse the Employer for the salary paid to employees for whom leave is granted for the following.

(c) Conventions and Education Courses

The Employer will grant a leave of absence, for not more than five (5) consecutive days, to each employee delegate to attend union conventions and/or union education courses with at least ten (10) working days written notice from the Union.

Managers will not be required to grant a leave of absence for more than one person at any one time under this provision. The Employer will consider exceptions, subject to the work requirements, in individual offices.

(d) Conducting Internal Union Business Affairs

The Employer will, with at least ten (10) working days' notice from the Union, grant leave to Union representatives for the purpose of conducting the internal business affairs of the Union.

(e) Collective Agreement Negotiation, Mediation, Arbitration

The Union may designate up to five (5) additional members to participate in negotiation, mediation or interest arbitration, in addition to the Union President, Chief Steward and 6 elected members of the union negotiating committee.

(f) Affiliated Labour Bodies

The Employer will, with at least ten (10) working days' notice from the Union, grant leave to Union representatives for the purpose of participation with affiliate labour bodies such as Labour District Councils, CUPE Ontario, CUPE National, the Ontario Federation of Labour, and the Canadian Labour Congress. The Employer shall not be required to grant more than fifty (50) days in total for all employees in any calendar year.

(g) Return from Leave

Any employee returning from a union leave of absence shall be returned to their position. If during the leave of absence, the employee's previous position is affected by technological and/or organizational change, the employee will at that time be notified in accordance with Article 6. The actual notice period will not start until the employee returns from their leave.

### 17.04 Employer Paid Time Off

(a) Collective Agreement Negotiation, Mediation, Arbitration.

The Employer will grant paid leaves of absence to the elected members of the Union negotiating committee who participate in negotiation, mediation or interest arbitration without loss of pay or benefits. The Union President, Chief Steward and not more than six (6) employees will be permitted such leave for any one (1) set of negotiations.

The Employer will grant up to a maximum of 49 working days not to exceed ten (10) days per employee, for the Union's negotiating committee for the purpose of preparing proposals for negotiations with ten (10) working days written notice of request. The Employer will also grant a maximum of 49 working days, not to exceed ten (10) days per employee, to the elected negotiating committee for purposes of ratification.

(b) GSB/ OLRB Hearing/ Grievance Meetings

Please refer to Article 12

(c) Joint Committees:

See Article 14

Salary cost for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the Employer.

(d) Other:

The Employer will grant paid leave when requesting a meeting with the Union. Where the Union requests a meeting with the Employer, paid leave may be granted by the Employer.

17.05 Union Local President

The Union will, following the election of President, immediately advise the Director, Labour Relations in writing of the name of the employee. A leave of absence with pay and all benefits shall be granted from the employee's permanent position for the duration of the term of office. The Union President, during their term of office, will be paid at the maximum rate of the third salary grade above their current, permanent salary grade.

On completion of the President's term of office, the employee will return to their previous position and service will be deemed to have been continuous for all purposes. Upon returning to their previous position, the employee's salary will be adjusted under Schedule A, recognizing their length of service in the President's role for purposes of incremental increases.

If during this leave of absence the employee's previous position is affected by technological and/or organizational change, the employee will at that time be notified in accordance with Article 6. The actual notice period will not start until the employee completes their term of office.

#### 17.06 Positions with CUPE National or Other Affiliated Labour Bodies

##### a) Employment with CUPE National or Other Affiliated Labour Bodies:

When an employee is selected for a full time position with the CUPE National Union or a Labour body OCEU is affiliated with, the Employer will be advised in writing by the local Union. The Employer will grant the employee an unpaid leave of absence for a period of up to one (1) year.

An additional year may be granted if requested by the Local. Such permission will not be unreasonably withheld.

The maximum amount of leave, whether as one leave or multiple leaves, any one employee will be entitled to under Article 17.06(a) during the entire duration of their employment with the Employer shall be two (2) years.

Leaves to the National Union will be limited to two employees at any one time. The employee's salary, health care benefits and the Employer's pension contributions will continue at the employee's option for any leave of absence provided the cost will be reimbursed by the National Union. Seniority will continue to accumulate up to a maximum of two (2) years.

The Employer will be advised three (3) months prior to the expiration of the leave of absence as to whether a year's extension on the leave of absence will be requested or whether the person intends to return to work. For leaves of shorter duration, one (1) months' notice will be given.

Upon completion of the leave of absence the person may return to their previous position. Benefits will be reinstated at the current level.

If during this leave, the employee's previous permanent position is affected by technological and/or organizational change, they will be notified in accordance with Article 6. The actual notice period will not start until the employee completes their term of office.

##### b) Elected Positions:

Upon written request by the Union, the Employer shall grant leave to employees elected as Officers of CUPE National or a labour body OCEU is affiliated with. Seniority shall continue to accumulate during such leaves, however continuous service will not continue.

When an employee is elected as an Officer of CUPE National or a Labour body OCEU is affiliated with, the Employer will be advised in writing by the local Union.

The Employer will grant a leave of absence(s) for the duration of the elected term. Full time leaves will be granted without pay. For part-time leaves, the Union will reimburse the Employer for the salary paid to employees, Employer pension contributions and the cost of health, dental and all other benefits.

The Employer shall be advised three (3) months prior to the expiration of the leave of absence as to whether an extension on the leave of absence will be requested or whether the person intends to return to work.

Upon completion of the leave of absence the person may return to their previous position. If during this leave, the employee's previous permanent position is affected by technological and/or organizational change, they will be notified in accordance with Article 6. The actual notice period will not start until the employee completes their term of office.

## ARTICLE 18

### PAYMENT OF WAGES AND ALLOWANCES

18.01 The Employer will pay salaries by bi-weekly direct deposits. Payments will be made on the fourth working day following the close of the pay period and in accordance with the salary rates outlined in Schedule "A".

A pay period is defined as 14 consecutive days, Sunday through Saturday.

With each wage payment an employee will be provided with access to an itemized statement of their salary, overtime and other supplementary pay and deductions.

#### 18.02 Classification

##### a) Classification of Employees

Every employee covered by this Agreement will be classified under a salary grade or level, job title and/or job documentation appropriate to the occupation in which they are regularly employed, and in accordance with Schedule "A" of this Agreement.

Employees will remain so classified for the duration of this Agreement, unless transferred to another job, or unless the work changes significantly, in which case the employee and the Union will be advised.

##### b) Elimination of Present Classification

Existing classifications will not be eliminated or substantially changed without notice to the Union. The Employer will provide this notice in advance.

#### 18.03 Job Evaluation System

The parties have developed and implemented a joint job evaluation system. This system includes the job documentation process, the job evaluation process, the maintenance process, communication of results and dispute resolution. The parties agree that the Joint Job Evaluation Committee will be responsible for ensuring the ongoing operation of the system.

##### a) Job Evaluation Mandate

The Joint Job Evaluation Committee (the Committee) is responsible for evaluating all bargaining unit jobs using the Job Evaluation Plan. The Job Evaluation Plan and process will be reviewed periodically, and the list of benchmark jobs will be reviewed annually through discussions between the parties to ensure it continues to adequately measure and value the work of the bargaining unit workforce. The Committee will report concerns over the integrity of the Plan and process to the Employer and the Union. Changes will be made by mutual agreement.

b) Committee Membership

The Committee will be made up of three Employer and three Union representatives. Each party will also appoint three alternate members. The committee members will receive Joint Union/Management training. A quorum for Committee meetings will be two members from each party.

The Committee will meet at the request of either party.

Salary costs for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the Employer.

c) Plan Tools and Documents

The tools used for job evaluation shall be:

- Job Evaluation Plan
- Point Band Model Structure
- Factor and Sub-Factor Weights
- Job Description
- Job Questionnaire
- Job Evaluation Request Forms
- Evaluation Rationale Statements
- Clarification meetings with incumbent and management representatives as needed

Any changes to the above will be agreed to by both parties.

d) Role of the Employer

The Employer ensures that job documentation for all staff are current and reflect required duties and responsibilities. In the event of change, the Employer and employee(s) should agree to the new required duties and responsibilities and submit the proper documentation to the Committee for review.

Where agreement cannot be reached following a resolution meeting between the parties the Employer will finalize the job description and submit the proper documentation to the Committee for review.

The Employer has final accountability for the job content in the job documents except for the evaluation rationale statements as per Article 18.06 (step 1), which are documented in the job requirement section of the job description.



e) Role of the Employee

Upon request, employees will receive a copy of their job description and evaluation rationale statements from their manager. Employees can request of their manager that their job be reviewed due to changes in the required duties, responsibilities and/or job requirements.

18.04 Job Analysis

The purpose of job documentation is to capture the nature and level of the work required. This includes a short summary outlining the purpose of the job, and a list of the major duties, responsibilities and job requirements. A job is evaluated on the basis of the highest level of skill, responsibility, effort, and working conditions required to perform the primary functions of the job.

a) Job documents will be written/reviewed:

- when a new job is created;
  - new jobs will be reviewed within twelve (12) months of the job being filled unless otherwise agreed to by the parties to confirm the accuracy of the job documents.
- when the duties and responsibilities have changed due to the introduction of new technology, legislative requirements or restructuring in the organization;
- as part of regular maintenance. It is the Employer's responsibility to regularly review a job to determine if the required job duties, responsibilities and/or job requirements have changed. The Employer will ensure that job descriptions accurately reflect required duties and responsibilities. The Employer will review all jobs every five (5) years from the date the job was last evaluated and submit the job documents to the Committee for evaluation where required and for record keeping. The parties agree that the current five (5) year cycle began April 1, 2012 and shall conclude by March 31, 2017, and thereafter a new five (5) year cycle shall commence.

When a review is in progress but the job is altered due to an organizational or technological change the original review will be completed.

On an annual basis, the Committee will identify a minimum of twenty percent (20%) of the bargaining unit jobs to be reviewed unless otherwise agreed to by the parties. Management will be provided with a listing of their jobs that require a twelve (12) month and/or five (5) year review.

b) Process for the re-writing of job documents

It is the responsibility of Human Resources to:

- collect job information;
- review/prepare job documents;
- validate job documents with the incumbent(s) and manager.

The Employer acting reasonably approves paid time for incumbent job representatives to review their job description and job questionnaire. Salary costs to consolidate the review, will be paid by the Employer to a maximum of one meeting of one (1) hour for small incumbency jobs and two meetings of one (1) hour each for large incumbency jobs. Each job can have up to two job incumbent representatives, except for single incumbent jobs. For larger incumbency jobs the maximum number of job incumbent representatives is three (3).

If an employee declines to validate their job documents in an effort to facilitate resolution, a meeting will be held with the employee, manager, Union representative and Employer representative to finalize the documentation of the job in question.

The revised job documents will be referred to the Committee for evaluation.

c) **Review Cycle:**

The Committee shall identify an annual listing of jobs to be reviewed and will notify respective management and incumbents.

Management will provide the Committee with documentation for each job under review indicating whether changes are required.

## 18.05 Job Evaluation

a) Definition

Job evaluation is a process for measuring the relative worth of jobs in an organization using the universal factors of skill, responsibility, effort and working conditions as defined by Pay Equity legislation.

b) Purpose

The purpose of job evaluation is to:

- measure the nature and level of the work.
- group jobs having relatively equivalent point values into point bands,
- assign point bands into pay grades in the salary schedule,
- provide the basis upon which wage rates are negotiated.

c) Application of the Job Evaluation Plan

The following general rules will apply:

- The nature and level of work and not the performance of the incumbent(s) is evaluated.
- Jobs are evaluated without regard to existing wage rates.
- Jobs are evaluated based on the level of skill, responsibility, effort and working conditions required.
- The evaluation of each job will be relative to and consistent with all other jobs evaluated under the plan.

#### 18.06 Committee Job Evaluation Process

The following outlines the Committee evaluation process for Joint Job Evaluation:

##### Step 1

Committee members will:

- Individually review all new and revised job documents.
- Jointly evaluate the new/revised job documents.
- Communicate results in keeping with Article 18.06 (a) where consensus exists or proceed to Step 2 if non-consensus occurs.

The Committee will be made up of three Employer and three Union representatives. Each party will also appoint three alternate members.

##### Step 2 – Non-Consensus/Mediation

When the Committee cannot reach consensus:

- The Employer co-chair and the Union co-chair will each designate one (1) additional representative for a total of two Employer and two Union representatives to participate in mediation with a mutually agreed to third party to discuss the matter. Where there is only one dissenting vote (the mediator will have voice, only), the matter will be taken as agreed.

If non-consensus is unresolved:

- the Mediator will discuss findings with the committee members at the time of the initial meeting. The committee will then have 20 working days to consider the findings before proceeding as described below.

If non-consensus continues:

- a second meeting will be scheduled and the Mediator and JJE committee co-chairs will document the history of the issues in dispute, areas of consensus and non-

consensus, comparators considered, opposing rationales including clarity regarding required duties (not the position of either party), and a summary to explain the outcome. The report will be made available to the incumbents and their manager.

The Employer and the Committee will endeavor to complete the entire process within eight weeks from the date of request.

If the Committee cannot agree following mediation, the decision of the Employer will be implemented.

a) Communicating Evaluation Results:

Evaluation results will be communicated in writing to the manager, who will advise the job incumbent(s) in writing.

b) Appeal Process:

Incumbents may make one request for reconsideration if job duties and/or job requirements were not considered at the time of evaluation.

The request must be in writing and submitted to their manager within thirty (30) working days from the date of written notification to the employee unless otherwise agreed to by the parties.

Management has thirty (30) working days from receipt of the submission to determine and submit their response unless otherwise agreed to by the Union and Employer.

- Where management supports the request for re-evaluation in whole or in part, the incumbent and management must jointly submit the required document(s) to the Committee.
- Where management does not support the request, management will provide a written response outlining the decision rationale to both the incumbents and Committee.

Upon submission to the Committee the Appeal will be heard within sixty (60) working days unless otherwise agreed to by the parties.

From beginning to end the Appeal process should not take longer than one hundred twenty (120) working days from the date the incumbents receive the initial evaluation results.

c) Implementation of Decision

If a job is modified resulting in a higher pay grade, the rules for salary adjustment under Article 31 will apply.

If agreement exists:

- the effective date of the higher pay grade will be the date that the manager and employee agree that the change in job duties occurred.

If no agreement exists:

- the effective date will be 20 days prior to the earliest of the date that the:
  - i. employee(s) validated an Employer initiated review.
  - ii. appeal form or request for review form was completed by the employee(s) and submitted to their manager.
  - iii. job was due to be reviewed under Article 18.04 (a).

18.07 Pay Equity

The Parties agree that the Joint Job Evaluation (JJE) System will be used to achieve internal equity, maintain pay equity, and for ongoing job evaluation and classification.

The parties will perform a yearly review and will implement pay equity maintenance using the proportional value at minimum method. Evaluation results under JJE plan will be used to establish a proportional value regression line from the entry level salary grade to the maximum salary grade. For greater clarity partial regression lines will not be used. Any required pay equity adjustments would apply from the end date of the last pay equity maintenance period.

## **ARTICLE 19**

### **PILOT PROJECTS**

#### 19.01 Pilot Projects

The Employer may initiate Pilot Projects to test new work methods, organizational structures or technologies prior to implementing them in the workplace. In general, the duration of a Pilot Project will not exceed twelve months.

The Employer will meet with the Union at least 30 days before the project commences to discuss the purpose, duration, evaluation of the project and the participation of Union representatives on the project team. If the Union is not afforded formal participation, arrangements will be made to meet on a regular basis to discuss the project's progress.

During the project, no participating employee will have their pay reduced. Any permanent job changes arising from the project will be dealt with according to the terms of Article 6.

## ARTICLE 20

### CHECK OFF OF UNION DUES

- 20.01 Every employee in the bargaining unit will have a sum equivalent to the bi-weekly dues of the Union deducted from their pay in accordance with the Constitution and By-Laws of the Union.
- 20.02 The deductions referred to herein will be deducted from the regular pay of employees and shall be payable to the National Union and forwarded in care of the Head Office of the Canadian Union of Public Employees in Ottawa no later than the 15<sup>th</sup> day of the following month. Upon thirty (30) days' notice from OCEU / CUPE Local 1750, the payee shall be changed to: OCEU / CUPE Local 1750 and forwarded to OCEU / CUPE Local 1750.
- A list will be provided showing in alphabetical order the names and payroll numbers of all employees having dues deducted, together with a monthly total for each employee, the accumulated total of each employee for the calendar year and the average weekly wage of bargaining unit employees based on actual earnings.
- 20.03 The Union must advise the Employer in writing of the amount of the regular dues to be deducted, which amount will continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 20.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.
- 20.05 Temporary Agency Hires:  
The Employer will pay the equivalent of Union dues on behalf of any agency hires.

## ARTICLE 21

### EMPLOYEE BENEFITS

The Employee Benefit Plans set out in this Article shall apply to all eligible employees in the bargaining unit. The specifications of the Benefit Plans and the cost sharing arrangements are attached as Appendix "2" and forms part of this Collective Agreement.

#### 21.01 Employee Benefit Plans

- a) Extended Medical Care Plan
  - Extended Health, Semi Private, Vision
- b) Long Term Disability (LTD) Insurance
- c) Group Life Insurance (Basic and Optional)
- d) Employee Accidental Death and Dismemberment Plan
- e) Group Travel Insurance Plan
- f) Dental

The Employer will pay one hundred percent (100%) of the premiums for this plan.

The Employer also offers a Short Term Disability plan as outlined in Appendix 1.

#### 21.02 Workplace Safety & Insurance Coverage

- a) General

Employees are covered under the provisions of the *Workplace Safety & Insurance Act*.

- b) Entitlement

A probationary or permanent employee who is absent from work as a result of an accident and is entitled to benefits under the *Workplace Safety and Insurance Act, 1997* shall receive his or her full salary from the Employer. The Employer's payment of salary shall be considered compensation advances and shall continue for as long as the person remains an employee of the Workplace Safety and Insurance Board.

Where an employee is entitled to benefits, the compensation received during the year will be reported as per the requirements of the Canada Revenue Agency (CRA).

Where an employee is not entitled to benefits and is absent from work, the absence shall be considered an absence under the conditions of Article 15 and/or 16 of the Collective Agreement as applicable.



c) Vacation

During the period of absence resulting from a compensable (WSIB) accident, vacation credits will continue to accrue.

21.03 Joint Insurance Benefits Review Committee

- 1) The parties have established a Joint Insurance Benefits Review Committee. The terms of reference are set out herein.
- 2) Purpose of the Committee

The purpose of this committee is to facilitate communications between the Employer and the Union on the subject of employee benefits including Medical Care, Hospital Semi-Private Coverage, Long Term Disability Insurance, Group Life Insurance, AD&D, Group Travel Insurance, Dental Plan and such other negotiated benefits as may, from time to time, be included in the employee benefits plan.

It is understood that the benefits to be provided to employees and the cost sharing arrangements between the Employer and its employees shall be as set out in any applicable Collective Agreement or arbitration award. The matters for consideration by this committee shall be only as set out in these terms of reference.

- 3) Composition of Committee

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

Salary cost for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the Employer.

- 4) Duties of the Committee

The duties of the committee shall consist of the following:

- (a) Development of the specifications for the public tendering of any negotiated benefits which may be included in the Employee Benefit Plan;
- (b) Determination of the manner in which the specifications will be made available for public tendering;
- (c) Consideration and examination of all tenders submitted in response to the specifications for tender and preparation of a report thereon;
- (d) Recommendation to the Employer on the selection of the insurance carrier or carriers to underwrite the Employee Benefit Plans;

- (e) Review of the semi-annual financial reports on the Employee Benefit Plans; and
- (f) Review of contentious claims and recommendations thereon when such claim problems have not been resolved through the existing administrative procedures.

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

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

#### 5) Experience Review

The committee will meet every six months to review the financial experiences subsequent to the date of the signing of this Collective Agreement, under these coverages. The specifications for tender will describe the information to be included in the semi-annual financial statements to be prepared by the insurance carrier(s).

These statements will include paid premiums, paid claims, changes in reserve requirements for open and for unreported claims, incurred claims, the retention elements of commissions, taxes, administrative expenses, contingency reserve charges and interest credits on claim and other reserves. The insurance carrier(s) will also be required to report on the level and method of administering the Employer's and employees' deposit accounts.

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

If the Joint Insurance Benefits Review Committee fails to agree on a recommendation to the Board on the selection of the insurance carrier(s) to underwrite the Employee Benefit Plan, the members of the said Committee nominated by the Employer and the Union may each make a recommendation in writing to the Board on the selection of the insurance carrier(s) supported by reasons for their respective recommendations.

It is understood that the Board at all times retains the right to select whatever carrier(s) (to underwrite the Employee Benefit Plan) it may consider would best serve the "public

interest" and, in so doing, is under no obligation to select a carrier(s) that may be recommended by the Joint Insurance Benefits Review Committee.

Note: The word "Board" refers to the Corporate Board of the Workplace Safety & Insurance Board, Ontario.

6) Notice of Changes to Benefits Plans

Negotiated benefits outlined in Appendix 2 will remain in place for the length of the Collective Agreement. Two months advance notice shall be given to the Union of any intent to make changes to the Official Plan Documents and Master Contract, through negotiations with an existing or new potential benefits provider. If there is a difference between this information and the official plan documents whichever is of greater benefit to the employee will prevail (excluding errors/omissions).

Upon request from the Union, the Employer will provide an electronic copy of the Master Contract and Service Level Expectations for Health Care Benefits, LTD, AD&D, and Life Insurance.

7) LTD Insurance Plan

Disputes regarding entitlement to LTD benefits are between the Plan carrier and the employee. The Employer's obligation is limited to providing an LTD Insurance Plan in accordance with the Collective Agreement.

## ARTICLE 22

### CONTRACT EMPLOYEES

22.01 Contract employees (part-time and full-time) who perform work classified as bargaining unit work are entitled to the following provisions. This Article does not apply to permanent employees.

This Article, together with the Preamble, Articles 1, 2, 4.01, 5, 6, 7, 8, 9, 10, 12, 13.01, 20, 23, 25.01, 25.02, 29, 31, 32. Schedule "A" and Appendix 3, 4, 6 constitutes the entire Agreement between the parties on this subject.

- a) Wages will be paid on an hourly basis based upon the rules of Article 31.
- b) Part time employment will consist of a minimum of 14.5 hours per week.
- c) When a paid holiday occurs as specified in Article 10, the employee will be paid in accordance with the *Employment Standards Act*.
- d) Vacation pay will be based upon four percent (4%) of earnings and will be paid bi-weekly.
- e) Overtime will be paid for authorized work performed in accordance with the criteria set out in Article 7.09 and 7.10.
- f) Union dues will be deducted from all contract employees in accordance with Article 20.
- g) Contract employees will be entitled to shift premiums in accordance with Article 7 and Appendix 6 of this Agreement.
- h) When a contract employee becomes a permanent employee and successfully completes their probationary period, seniority will be calculated as outlined in Article 4.01. Seniority shall accumulate on the basis of actual time worked. 1885 hours worked is equivalent to one year of seniority.
- i) Contracts of less than 6 months:
  - For contract terms less than 6 consecutive months an amount of thirteen percent (13%), not including 4% in lieu of vacation, of regular earnings shall be paid on a bi-weekly basis to contract employees in lieu of benefits. WSIB or pre-retirement employees (on early leave) hired on a contract are not entitled to this amount unless they are not in receipt of WSIB sponsored post retirement benefits.

j) Contracts of 6 months or greater:

- For contract terms greater than or equal to 6 consecutive months the employee will receive 4% in lieu of vacation and will not receive the 13% in lieu of benefits but will instead be provided with non-optional health care and dental benefits as described in Article 21 and Appendix 2. These employees will not be eligible for Accidental Death & Dismemberment, short-term or long-term disability coverage and wellness days.
- Where an employee has a contract shorter than 6 months that is subsequently extended/renewed, the extension/renewal must be for an additional 6 months to be eligible for health and dental benefits.

k) No less than two (2) weeks before the expiration of their current contract, each employee will be advised whether or not their contract will be renewed. A contract employee whose contract is not renewed is not entitled to file a grievance specific to the non-renewal. If the Employer fails to give notice, or gives less than 2 weeks' notice, the employee will receive pay in lieu of notice such that the amount of pay and the amount of notice totals to two (2) weeks.

22.02 Temporary agency hires:

Temporary agency hire(s) are employees of that external company utilized to address a short-term need and are not members of the bargaining unit but performing bargaining unit work.

22.03 Student Employees

Preamble, Articles 1, 2, 4.01, 7, 8, 9, 10, 12, 13.01, 17, 20, 22.01 a, b, c, d, f, g, h, and k, 23, 25.01, 29, 31, 32, Schedule "A", and Appendix 6 constitutes the entire agreement between the parties on this subject.

A student is a fixed-term employee occupying a "student position" during his or her regular school, college or university vacation period during his or her regular school, college or university session or vacation period or occupying a "co-operative education student position" under a co-operative education program.

To be eligible for a student assignment a candidate must meet one of the following criteria:

- Be registered as a student in an accredited secondary or post-secondary institution;
  - Be returning to studies in the next academic term or have completed the requirements for graduation within the last six (6) months.
- 
- A "student position" or "co-operative education student position" is a fixed-term position with terms and conditions specifically applicable to students.

- A co-operative educational training program within the meaning of “co-operative education student position” is a co-operative education training program in an accredited post-secondary institution. This does not preclude entering into unpaid co-operative work placements.

#### 22.04 Variable Hours Contract Employees

Variable contract employees are bargaining unit employees who are hired to address a short-term or intermittent need, who do not work a fixed schedule and have no guarantee of minimum hours.

Preamble, Articles 1, 2, 4.01, 7 (with exception of 7.02, 7.04, 7.09, 7.10), 8, 9, 10, 12, 13.01, 20, 22.01 (with exception of b, e, i, j, k, m), 23, 25.01, 25.02, 29, 31, 32. Schedule “A” and Appendix 3, 4, 6 constitutes the entire Agreement between the parties on this subject.

Positions shall be posted in accordance with Article 5 where employees are expected to work or are scheduled to work more than 14.5 hours on a regular basis for 80 working days or more.

##### Time and One Half Paid Salary

Authorized overtime will be compensated at a rate of one and one-half times the employee's basic hourly rate for the hours worked when:

- work is performed in excess of seven and one-quarter (7.25) hours as applicable, or
- an employee is required to work prior to twelve (12) hours elapsing between shifts. They will be paid overtime for those hours falling within the twelve (12) hour period.

##### Double Time Paid Salary

Authorized overtime pay will be compensated at double time for an employee working a paid holiday, the overtime paid will be in addition to the regular day's pay.

## ARTICLE 23

### NO DISCRIMINATION/ HARASSMENT

23.01 There will be no discrimination or harassment practiced. This includes but is not limited to reasons of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed or religion, sex, sexual orientation, age, marital status, same sex partnership, gender identity, gender expression, family status, record of offences, physical or mental disability, or any other reason as outlined in the Ontario Human Rights Code, as amended from time to time.

Harassment is defined as engaging in a course of vexatious comments or conduct that is known, or ought reasonably to be known, to be unwelcome.

Harassment of a sexual nature is comprised of sexual comments, gestures, or contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one-time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided and/or coercive.

23.02 There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.

23.03 Mutually Agreed to Third Party

The Employer and Union recognize that in certain circumstances there may be reasonable cause for third-party investigations. With Employer agreement, disputes will be submitted to a mutually agreed upon third party.

## **ARTICLE 24**

### **PERFORMANCE APPRAISALS**

#### 24.01 Performance Appraisals and Progress Reports

Performance appraisal documents are designed to coach and develop employees and as such are not disciplinary documents.

The employee will be shown a copy of performance appraisals and progress reports before they are placed in their Human Resources file. The employee may add their comments to the report before it is entered in the file. The employee has the right to consult with a Union representative prior to providing their written comments. The employee will be provided a copy of the performance review and any other information they request from their file.

Approved leaves of absences will not be considered punitive in a performance appraisal.

#### 24.02 Employee Appraisals

The Employer will supply the Union with copies of the rules and procedures of the current employee Appraisal System, including any information, instructions or guidance provided to managers.



## ARTICLE 25

### WORK/LIFE BALANCE

#### 25.01 Preamble

- a) The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all employees and recognizes the inherent worth and dignity of every employee.

The Employer undertakes to:

- Protect the safety and health of its employees when assigning work, covering absence or vacation leave.
- Ensure that there is no unreasonable workload imposed on an employee.

The Employer and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable and reasonable distribution of workload.

The Employer will ensure that employees know what is expected of them by providing ongoing performance feedback and collaborate on development objectives through regular supervision.

#### 25.02 Joint Workload Committee

The Employer and the Union recognize their shared commitment for the delivery of quality service to Ontario's workers, employers and stakeholders. Accordingly, the parties will support and maintain a Joint Workload Committee responsible for considering workload concerns.

a) Committee Membership:

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

Salary cost for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the Employer.

b) Committee Mandate:

The Workload Committee will review systemic workload issues and act as a forum for the identification of systemic workload concerns. The Committee will be able to review workload issues with any area reporting workload issues, to acquire sufficient knowledge of the concern in order to make recommendations.

The following may be taken into account when the committee reviews workload issues:

- Individual and team workload.
- Equalization and equitable distribution of work.
- Statistical account of time to perform various functions.
- Coverage for absences, special projects and vacations.
- Other workplace demands (i.e., committee work, meetings, training).
- Introduction of new technology and systems.
- Job design.

At any time during the assessment of a workload concern, the parties will share any relevant information regarding workforce management and workload. The party receiving the request shall make reasonable efforts to provide the requested disclosure ten (10) working days prior to the workload meeting.

The purpose of the Workload Committee is to make recommendations to the respective Vice President or Chief Officer, on workload issues relating to but not limited to the above factors.

c) Role of the Employer:

The Vice President or Chief Officer, respectively, will provide a formal response within 30 working days to the recommendations of the Workload Committee. Should a recommendation not be implemented, the reasons for the decision will be provided to the Workload Committee.

d) Individual Complaints:

Individual workload complaints brought forward by employees in accordance with the grievance process. The nature of the complaint and any resolution will be shared with the Committee.

### 25.03 Flex Work Arrangements

a) Principles

It is necessary to encourage trust and promote dialogue between managers, employees and their representatives as we work through the details and solutions of a wide variety of proposals and issues.

Having regard for normal business needs, the Employer agrees to support full time employees to reschedule realign their workday or work week in order to give themselves a better balance between home and work.

Under any arrangement an employee can neither gain nor lose income by participating. The use of vacation or wellness days will be adjusted to include the employees extended flex work time.

Probationary employees cannot be considered for a flexible work arrangement (FWA).

Managers will exercise discretion on including employees on a trial period (Article 5) in a flexible work arrangement.

b) Terms and Conditions

The Employer will support the following flex work arrangements for employees working inside or outside an office environment.

Employees work necessary extended hours for:

| <b>Flex work arrangements</b>                       | <b>Extended work time</b> |
|---|---------------------------|
| 9 days to attain the 10 <sup>th</sup> day off work  | 47 minutes                |
| 14 days to attain the 15 <sup>th</sup> day off work | 30 minutes                |

- \* The regular scheduled day off may be altered with mutual agreement on an ad-hoc basis.
- \* With a minimum one month notice the employer may alter a scheduled flex day in order of seniority to accommodate a full week of vacation.
- \* An altered day off must be used within six weeks of the FWA.

c) New Request:

Subject to business needs, new requests will be considered based on seniority within the vacation work unit. In determining approval for competing requests, seniority will be the determining factor.

For all flex arrangements the available day of the week taken will be assigned according to employee seniority and preference in order to evenly distribute days off Monday to Friday.

If an employee with an existing flex day leaves the work unit or changes their flex day, based on business need, the Employer will assess if and when the day can be made available, and if it is made available, the vacation work unit will be solicited for interest, and the day will be allocated based on seniority.

d) Overtime

Overtime will be paid for hours worked over and above the employee's standard workday under the Flexible Work Arrangement (FWA).

e) Paid Holidays

Paid in accordance with Article 10 and the "Principles" section above.

f) Training Programs

For compressed work week arrangements, an employee scheduled to receive training on their normal day off will be given another day off within two work cycles or at a time that is mutually agreed to by the manager and the employee.

Employees will be expected under any training program to work the equivalent of their full-time hours within their cycle.

g) Termination/Temporary Suspension of Arrangements

The termination/temporary suspension of a Flexible Work Arrangement (FWA) may occur with at least 20 working days written notice if any one or more of the following occur:

- i. Where the Employer determines a negative impact on service delivery, the Employer will meet with the Union to discuss the rationale for terminating or temporarily suspending a Flexible Work Arrangement.
  - ii. At any time by mutual agreement of the parties (employee(s) and manager).
  - iii. Where an employee involved in the flexible work arrangement:
    - a. Leaves the organization.
    - b. Moves to another position (permanent or temporary).
    - c. Is either affected by an employee exercising their bumping rights or is required to exercise their bumping rights to obtain another position.
    - d. Fails to adhere to their flex hours of work.
  - iv. Employees on a maternity leave or parental leave will have their flex arrangement reinstated upon their return to the workplace.
- \* Where an employee is involuntarily placed in a different work assignment (ex: Case Manager Specialty Team) the FWA will remain in place but the flex day may be amended in order to evenly distribute days off Monday to Friday.

h) Return to Full-Time 5 Day Work Schedule

Where a flexible work arrangement has been terminated, the involved employee(s) will return at the end of the notice period to their full-time position and work schedule.

i) Summer Vacation

To maximize approval of summer vacation request, the Employer may with 20 working days' notice prior to the January vacation request due dates require an employee who is on a FWA arrangement to temporarily return to a regular work week schedule during a twelve (12) week period which includes the summer vacation timeframe. The temporary interruption to maximize vacation does not apply to other times of the year.

25.04 Part-Time Employment for Permanent Employees

Permanent employees may submit a request for part time employment in their job to the Employer. The Labour Relations Department will maintain a central list of part time requests. Where a reciprocal request exists in the same job and same location with the Employer's approval, the part time work will be arranged. Such approval will not be unreasonably withheld.

At no time will there be more than 2.5% for voluntary request and 2.5% for posted positions filled in accordance with Article 5, of the bargaining unit population as established February 1<sup>st</sup> of each year in part-time work. New requests for part time hours will be considered based on seniority recognizing the following conditions:

Part time employment will exist where an employee and manager reach agreement for such an arrangement.

- Part-time employment will consist of a minimum of 14.5 hours per week.
- The part-time job will be the same as the full-time job performed by the employee, but the work will be pro-rated.
- A part-time arrangement could include a job share.
- The manager and the employee(s) will agree to a start date.
- Part-time arrangements will be for a minimum duration of 6 months.
- With thirty working days' written notice, the employee or the manager may confirm a return to full-time hours or portion thereof.
- Seniority will be prorated based on the percentage of full-time hours.
- Medical and Dental Plan coverage will remain Employer paid for sixty (60) consecutive working days from commencement of the part time arrangement.
  - Effective the sixty-first (61) consecutive working day, the WSIB will pay a pro-rated premium to reflect the paid hours of work and the employee must pay the balance to continue benefits coverage if they choose to exercise this option.

### Training Programs for Part-Time Employees

Part-time employees attending full time formal training programs will be compensated for additional time on a straight time basis, unless they are required to work in excess of 7.25 hours per day. The manager must provide three (3) weeks' notice in writing for the training program.

When the employee is not provided with 3 weeks' notice of the formal training program they will be compensated for the additional time on a straight-time basis, however, in addition, they will receive a premium of twenty dollars (\$20) per day for each day or part of a day, in addition to their normal schedule. Alternatively, where possible, they may elect to defer to attend at a later date when sufficient notice may be provided.

### Overtime Application for Part Time Employees

A part-time employee who agrees to work additional seven and one-quarter (7.25) hour days to a maximum of a 36.25 hour week during the regular workweek Monday through Friday will be compensated at the straight-time rate.

Overtime rates apply when:

- work is performed in excess of seven and one-quarter (7.25) hours (see Article 7) or on the first regularly scheduled day of the weekend as applicable in accordance with Article 7.09 or
- on a second regularly scheduled day off in accordance with Article 7.10.

#### 25.05 Work from Home

In recognition of the changing nature of the work performed, opportunities to enhance work practices have been and will continue to be identified. Included in these are the mutual gains made by having employees in certain job classifications work on regular basis in their home and away from the "normal" office setting.

All terms of employment including the Collective Agreement and health and safety standards and policies will be upheld.

#### **a) Eligible Job Classifications**

The Employer will determine job classifications from which employees may enter the WFH program and the percentage of employees from a given geographic location in that classification. The Employer will provide the Union with the list of job classifications including the percentage of employees in each geographic location annually by February 1<sup>st</sup> of each year. The Employer can amend the determination of job classifications and percentages of employees in a given geographic location that may enter the WFH program at any point during the year.

The Employer will notify the Union as soon as reasonably possible in advance of any changes to job classifications and percentages of employees in the WFH program. Any change that results in a termination or suspension of a WFH arrangement(s) will be implemented in accordance with 25.05(g).

Where the Employer determines that all employees in a job classification will be in the WFH program without regularly scheduled office days, employees may be required to enter the program unless the employee and the Employer mutually agree otherwise. Where the Employer determines that only a percentage of employees in a job classification may enter the WFH program, employees in the classification who meet all eligibility and entry requirements may apply.

#### **b) Employee Entry Requirements**

Employees in the WFH program are required to perform 60% or greater of their regular work hours as assigned from their home. The 60% threshold does not apply for those employees who spend most of their work hours in locations other than WSIB premises or a home office (*e.g., Specialist Return to Work*) or for those employees who have alternating fixed periods of work at a WSIB premises or home office (*e.g., Learning & Development Specialist*). Such employees will not be compelled to join the WFH program and may voluntarily apply.

The following employee entry requirements apply to the WFH program:

- Have successfully passed their probation or trial period(s) as described in Articles 3.01 and 5.10.
- Are not in a documented performance improvement plan or in receipt of recent disciplinary warning(s) [as defined by Article 13.04], where the disciplinary warning(s) is relevant to the employee's participation in the work from home initiative.
- Employee must reside in the province of Ontario. Exceptions for employees residing in a border Province will be considered.
- Productivity and service standards are to be consistent with that of employees' regular in-office work environment and participating employees will be measured against such standards.
- Can provide a work environment that is private and maintains client confidentiality and is free from distraction. All work will be done from this location unless the Employer approves otherwise.
- The employee's home internet must meet the minimum technical specifications established by the employer.

In determining approval for competing requests for the same work schedule (Article 7.04), and/or same work assignment seniority will be the determining factor in each geographic location.

Employees who are in the WFH program are not eligible for a flexible work arrangement under 25.03.

**c) Test Period**

To ensure appropriate confidentiality and file security, upon entry into the WFH Program, the manager and employee will review all applicable privacy standards and/or protocols to ensure they are in compliance with legislated requirements and/or WSIB practices.

Employees who are approved to enter the WFH program will enter into a 6-month test period during which the suitability of WFH will be assessed.

If during the 6-month test period:

- the employee's performance is unsatisfactory, in the opinion of the Employer, or
- the employee requests,

The employee will be returned to work in their designated office with a minimum of 5 working days notice, unless otherwise agreed to by the employee and employer.

**d) Health and Safety**

To ensure effective levels of health and safety:

- The employee will have a home office environment that poses no greater risk of injury or illness than exists in the current WSIB work environment.
- Commencement of the program is conditional upon the completion of a safety checklist form and correction of any identified deficiencies as well as the employee's commitment to maintaining health & safety standards.
  - The employee will agree to complete an annual safety checklist (see appendix 5).
- The Employer and employee will ensure that the home office meets or surpasses appropriate ergonomic standards.



**e) WFH Program Equipment & Supplies:**

The Employer will provide employees with all necessary equipment and supplies to satisfactorily perform their role within the WFH Program.

The employee will be responsible for regular maintenance of this furniture as well as ensuring that their home office is ergonomically correct. In case of damage to this furniture, the Employer will arrange for repair or a replacement, unless the damage results from unauthorized use or is caused deliberately.

Upon exiting the WFH Program the WSIB will arrange for and pay for the return all WSIB-owned equipment.

**f) Reporting Office**

Participation in the WFH program does not constitute a change in the reporting office location. In keeping with Article 5 all job postings will include the geographic location.

To maximize the use of existing WSIB office space:

- For classifications not in a 100% WFH arrangement, the Employer will identify the in-office days by job classification and geographic location by mutual agreement where possible, taking into consideration business needs and seniority. In some cases, the employer may elect to have all team members in the office on the same day.
  - Where agreement cannot be reached between the parties the Employer will provide the Employee with at least 20 working days' written notice before implementing changes to in office days.
  - When the employer changes an employee's schedule of in office days the employer will provide at least 20 working days written notice before implementation.
  - WSIB workspace will be made available to the employee for their identified day(s) in their reporting office.

With four (4) working days notice employees may be required to work in their designated office for pre-planned business reasons which may include:

- In person manager, team or branch meetings
- Scheduled in person training programs
- Equipment maintenance (where the employee is still able to perform their duties at home)

Employees required to complete a work sample and/or interview in a designated office will be required to report to the office with the notice provided by the Talent Acquisition Centre.

**g) Termination or Temporary Suspension of a WFH Program**

Employees will be required to return to the office on the next business day if for any reason they are unable to perform their duties at home until the matter is resolved.

Either the employee or employer can terminate or amend a WFH arrangement at any time by mutual agreement. The employer can terminate or amend a WFH arrangement:

With five (5) working days notice upon:

- receipt of new disciplinary warning(s) that are relevant to the employee's participation in the work from home initiative.
- The conditions required for entry into the program as set out in section (b), above, can no longer be met.

With 10 working days notice:

- Where on a reasonable and justifiable basis an employee and their manager cannot resolve issues related to performance following efforts to address the performance issues in the work from home environment.

With 60 working days notice where:

- the employer determines that the work job classification in the geographic location can no longer be performed at home or that fewer employees in a job classification in a geographic location are able to work from home than had previously been approved.

Effective the date:

- the employee moves to another position (on a permanent or temporary basis), the employee will be released to the new position in accordance with Article 5.09.
- the employee is placed into a new job following the application of an organizational or technological change (Article 6)
- the employer approves an employee request for the WFH Program to be suspended or terminated to accommodate one of the flex work arrangements described in Article 25.03.

## 25.06 Pre-Paid Leave Plan

An employee may apply to participate in the Pre-paid leave plan as permitted under the *Income Tax Act (Canada)* in order to defer pre-tax salary dollars to fund a leave of absence. The deferral period must be at least one (1) year but not more than four (4) years with a minimum salary deferral of twenty percent (20%). The period of leave must be a minimum of six (6) months and a maximum of twelve (12) months. The income earned in the year you receive your deferral salary must not exceed your annual salary.

Examples based on 20% deferral:

| <b>Duration of the Leave</b> | <b>Amount Deferred</b> | <b>Deferral Period</b> |
|------------------------------|------------------------|------------------------|
| 6 Months                     | 20%                    | 24 months              |
| 9 Months                     | 20%                    | 36 months              |
| 12 Months                    | 20%                    | 48 months              |

- a) In order to be eligible for a pre-paid leave, the employee must have a minimum of three (3) years seniority.
- b) Employees will be considered based on their bargaining unit seniority.
- c) In the interest of maintaining customer satisfaction, the Employer reserves the right to limit the number of employees to a cap of 4% in any one year to take a leave.
- d) Employee benefits will be calculated according to the terms of the Collective Agreement.
  - During the leave period, Basic Life, AD&D, LTD will remain in effect. Any optional insurance that is employee paid will remain the responsibility of the employee and will be paid in advance of the leave.
  - Medical and Dental Plan coverage will remain Employer paid for sixty (60) consecutive working days from commencement of the leave. The employee may opt for continued coverage for the duration of the leave. Premiums for continued coverage shall be paid monthly or prior to the commencement of the leave.
  - Upon return from the pre-paid leave, the employee's health care benefits will be fully reinstated.
  - Where an employee does not maintain their benefit contributions, dental benefits will be reinstated subject to the limits of the master contract (currently \$150 dollar maximum for the first year).
- e) Pension contributions shall be made and shall be calculated as if the full salary were received by the participating employee. During the deferral period, pension contributions will be based on the full annual base salary and shall be made by the Employer and employee.

Upon return from the pre-paid leave, the employee may opt to buy back pension service for the period of leave as per the Employee Pension Plan Text.

- f) An employee returning to work from their period of leave will be reinstated to their previous job or where this is not practical, to an alternative, comparable job within the bargaining unit.
- g) Employment service time will not accumulate during the period of leave.
- h) An employee will not accumulate vacation entitlement or seniority beyond sixty (60) consecutive working days.
- i) The period of leave shall not count as a year of experience for salary progression on Schedule "A". General Increase for the period of the leave will be applied to base salary upon return from the leave.
- j) The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually.
- k) With mutual agreement leaves may be deferred for up to one year under circumstances which do not permit the leave to be taken at the time originally contemplated. Any monies accumulated shall remain in the "pre-paid leave plan".
- l) In the event an employee successfully competes for a job within a year prior to the commencement of their leave the Employer or employee may defer their leave for a period of up to one year. This restriction does not apply to employees affected by an organizational or technological change.
- m) The period of leave shall run consecutively.
- n) An employee who applies for a leave and is granted a leave shall have the option to withdraw at any time prior to commencement of the leave. Any monies accumulated shall be released from the pre-paid leave and paid to the employee. Where possible 6 months and no less than 60 working days advance notice will be provided.
- o) If during this leave of absence, the employee's previous position is affected by technological and/or organizational change, the employee will at that time be notified in accordance with Article 6. The actual notice period will commence when the leave is concluded.

## ARTICLE 26

### AMALGAMATION, SALE and MERGER

#### 26.01 Amalgamation, Sale and Merger

As contemplated in Article 6.02, the parties agree to meet to discuss rights that may be afforded to employees, in addition to the rights contained in the Collective Agreement, if the Employer merges, sells, or amalgamates, in whole or in part, with any other service provider. This would include discussions on how opportunities should increase in proportion to seniority.

The Employer shall give the Union a minimum of forty (40) working days' notice of its intention to merge, sell, or amalgamate, in whole or in part, any work performed by employees within the bargaining unit.

The Employer will make reasonable efforts to ensure that directly affected employees are offered positions with the new Employer on terms and conditions that are as close as possible to the current Collective Agreement.

Where the salary of the job offered by the new Employer is less than 90% of the employee's current salary, or if the employee's service or seniority is not carried over to the new Employer, the employee may decline the offer. In such a case, the employee may exercise the rights prescribed by Article 6. The employee must elect whether to accept employment with the new Employer within five working days of receiving an offer. In default of election, the employee will be deemed to have rejected the offer with the new Employer. When an employee agrees to be transferred to a new Employer they will be deemed to have resigned and no other provisions of the Collective Agreement will apply except for Article 6.19.

## ARTICLE 27

### INDEMNIFICATION of EMPLOYEES:

#### 27.01 Indemnification of Employees

The WSIB will provide legal representation and indemnification to employees in legal proceedings arising out of alleged acts or omissions in the performance of their duties if the employee has acted honestly and in good faith. This does not include offences under the *Highway Traffic Act*.

Legal representation and indemnification will not be provided if the WSIB is satisfied that an employee knowingly and intentionally acted in direct violation of WSIB policy or instruction, had no reasonable grounds to believe their conduct was lawful or committed fraudulent, criminal or malicious acts.

Potential or actual legal proceedings, complaints or claims (including lawsuits), demands for payment, and complaints to the Human Rights Commission, the Ombudsman or any professional licensing body must be reported to the General Counsel and Vice President, Legal Services as soon as possible.

Legal Services will decide whether exclusive carriage or handling of the defense of any claim including settlement, should be assumed by the WSIB or whether separate counsel will be retained. A legal representative will be appointed at no cost to the employee if it has been determined that the employee has acted honestly and in good faith.

An employee will be required to retain separate counsel, if it appears that the interest of the WSIB and the employee may be adverse. Whether legal costs of separate counsel will be paid by the WSIB will be determined by Legal Services on a case by case basis.

If an employee fails to cooperate with their appointed legal representative, the WSIB may refuse to represent the employee and recommend that the employee retain separate legal counsel at their own expense.

The WSIB will not be responsible for legal fees or disbursements or reimburse such expenses when an employee chooses to retain separate legal counsel without prior knowledge and approval from the WSIB.

## ARTICLE 28

### PENSION

#### 28.01 Employee Pension Plan

The Employees' Pension Plan prescribed and continued under section 171(3) of the *Workplace Safety and Insurance Act* (Ontario) has been converted to be administered as a Jointly Sponsored Pension Plan ("JSPP") as defined in the Pension Benefits Act (Ontario) in accordance with the definitive documents negotiated by the parties and dated October 24, 2018 and schedules thereto (the "Definitive Documents"), and all agreements made pursuant to the Definitive Documents, and amendments to the Definitive Documents. For greater certainty, the Definitive Documents include:

- a. Sponsors Agreement between the Union and Employer and Schedules A, B, and C to that agreement;
- b. Funding Agreement, being Schedule A to the Sponsors Agreement;
- c. Administration and Trust Agreement, being Schedule B to the Sponsors Agreement, including schedules thereto; and
- d. Plan Text, being Schedule C to the Sponsors Agreement.

Employees shall be eligible to participate in the Employees' Pension Plan in accordance with the terms and conditions of the Definitive Documents.

The Definitive Documents do not form part of this Collective Agreement and are not subject to Collective Bargaining.

#### 28.02 Agreements Between Plan Sponsors

Pursuant to the Definitive Documents, the Employer and Union may, from time to time, appoint employees of the Employer to boards and committees as permitted or required under the Definitive Documents, and on terms and conditions set out in memoranda of agreement between the Employer and Union from time to time, which do not form part of this Collective Agreement and are not subject to Collective Bargaining.

## ARTICLE 29

### GENERAL

#### 29.01 Apparel

The Employer will provide apparel and safety equipment to employees where required by the Employer.

#### 29.02 Days

"Day(s)" will mean "working day(s)", unless otherwise specified.

#### 29.03 Printing of the Collective Agreement

The Union and Employer will share the cost of printing sufficient copies of the Collective Agreement. This printing will be done by employees in the bargaining unit or an outside printing firm which is a union shop, without delay, following the signing of the Agreement.

#### 29.04 Negotiations

The Union and Employer will share the cost of a location used by the respective bargaining teams to negotiate a Collective Agreement. The location will be one that has a union shop.

#### 29.05 Bulletin Boards

Union notices of meetings and such other notices as may be of interest to the employees will be posted on bulletin boards by the Union, subject to the approval of the designated person in Labour Relations. Such approval will not be unreasonably withheld.

Designated bulletin boards are as follows:

##### 200 Front St. West

General information bulletin boards are centrally located on the north and south sides of floors where staff regularly occupy both sides of the floor. The exceptions occur where staff regularly occupies only one side of the floor and in these cases one main board is centrally located.



## District/Area and Other Offices

Space is to be provided on the main bulletin boards at each District / Area and other offices the WSIB occupies. Where there are multiple floors bulletin boards will be available on each floor.

### 29.06 Communication with Bargaining Unit Member

OCEU/CUPE Local 1750 representatives may communicate with employees in the workplace on the understanding that the business of the Employer will not be adversely affected.

### 29.07 Membership List

The Employer will provide an updated membership list to the Union in a Microsoft Excel spreadsheet in an agreed format, based on the information available in the Employers database(s), on the last business day of every month which will include the following information:

- employee name
- employee identification number
- home address \*
- phone number(s) (home and mobile) \*
- work email address
- personal email address \*
- permanent job title
- temporary job title, including:
  - Bargaining unit employees in temporary non-bargaining unit positions
  - Non-bargaining unit employees in temporary bargaining unit positions
  - Start date and anticipated end date of the temporary positions
- contract (regularly scheduled or variable hours) job title including:
  - Date of hire in the current role, and the expected duration of the work assignment.
- permanent location
- temporary location
- part time or full-time status
- inactive employees on salary continuance
- employees on STD or LTD
- employees on leaves of absence including anticipated duration and type of leave (where tracked)
- student rate, if applicable
- salary grade
- salary grade step level
- hourly wage
- original hire date

- seniority date

*\* The information contained in the (\*) sections is contingent on the data submitted by employees into the Employer's human resources (HR) database. The Employer will continue to track this information as part of the current or any new HR database or replacement database in the future. The Employer is not liable for any inaccurate or omitted information not provided by employees.*

#### 29.08 New Hire List

The Employer will make best efforts to provide the Union a list of all new bargaining unit hires prior to a new hire orientation session complete with the job start date, names, employee ID number, job title, salary grade, salary scale placement, employment status and work location.

#### 29.09 Permanent Status Notification

The Employer, on a monthly basis, will provide the Union with a list identifying those employees who will attain permanent staff status during the upcoming month.

#### 29.10 Seniority List

The Employer will maintain a seniority list showing the seniority of each employee. An up-to-date list will be sent to the Union and a copy shall be posted on the Employer's intranet site on four (4) times per year, on, or in the two weeks preceding January 1, May 1, August 1, and October 1.

- Lists will be sorted by geographic location, alphabetical order and job title.
- Lists will include: employee name, geographic location (permanent and temporary as applicable), employment status (permanent, probation and contract), seniority date, job title, salary grade, division and section.

#### 29.11 Organizational & Technological Change - Article 6

The Employer will provide the Union with monthly reports complete with Article 6 unplaced employees, special placement, recall status and Voluntary Exit list, detailing employee names, classification, geographic location, current affected salary grade, highest affected salary grade, income protected salary, and job placement with salary grade and income protected salary.

#### 29.12 Bargaining Unit Retiree List

On a quarterly basis the Employer will provide a list of bargaining unit retirees, based on the information available in the Employer's database(s), containing:

- a. Employee Name
- b. Telephone Number (home and mobile)

- c. Personal email address
- d. Home Address
- e. Date of termination of employment from the Employer
- f. Employee identification number

29.13 Temporary agency hires:

The Employer will provide OCEU/ Local 1750 a list of agency staff on a quarterly basis including:

- Agency employee assigned
- Office location
- Job title
- Date of hire in the current role, and the expected duration of the work assignment.

## ARTICLE 30

### SEVERANCE

30.01 An employee whose employment is terminated for non-culpable performance related issues in accordance with Article 13 shall be entitled to severance pay. This excludes an employee whose service is terminated for just cause, who accept Voluntary Exit as prescribed in Article 6, who voluntarily resigns their employment or retires.

An employee who is terminated during probation shall not be entitled to severance under this section but shall instead receive severance pay in accordance with Article 3.

Severance shall be based upon an employee's **regular wages** for a **regular work week, inclusive of any entitlements** to pay in lieu of notice or severance pay under the Employment Standards Act and shall be paid as follows:

- Four (4) weeks of severance pay for the first year of employment.
- Two (2) weeks of severance pay for each year of employment beyond one (1) year, up to eight (8) years of employment.
- One (1) week of severance pay for each year of employment beyond eight (8) years.
- Plus the normal cash payout of attendance credits and vacation credits.

For the purpose of calculating the amount of severance pay partial years of employment shall be counted as full years.

The Employer will continue to pay all non-optional benefit premiums for six months with the exception of Accidental Death & Dismemberment, travel insurance and short-term or long-term disability coverage.

#### 30.02 Salary Continuance – Attendance Credits

- a) An employee who is severing employment, but does not qualify for severance under Article 6.19 (Voluntary Exit Program), will have the option to use the normal cash payout of banked attendance credits as a lump sum or as salary continuance to extend pensionable service in order to bridge to a pension date as outlined in (b) below. Employees may use 50% of banked attendance credits to a maximum of 26 weeks. Employees are asked to provide three (3) months advance notice to the Employer prior to their planned last working day, exceptions may be considered as required.
- b) The period for receiving salary continuance shall not exceed the first date an employee would become eligible for an unreduced pension. For greater certainty, salary continuance may be used by an employee to receive a reduced pension as contemplated by the WSIB Employees' Pension Plan or to extend an employee's service to receive a reduced pension but in no circumstances shall the end date exceed the date of eligibility for an unreduced pension.

- c) The amount of salary received by an employee during the period of salary continuance should be equal to the employee's total gross base salary prior to beginning salary continuance. This agreement shall not be interpreted so as to permit an employee to extend the payment period by receiving a reduced salary than that immediately prior to beginning salary continuance.
- d) During the term of salary continuance, employees shall not be eligible for Accidental Death & Dismemberment, travel insurance and short-term or long-term disability coverage. In addition, the payment of non-optional benefit premiums will cease as at the end of the salary continuance period. The employee shall also not accrue any vacation credits, or wellness days during salary continuance. The last day of salary continuance shall be deemed to be the effective date of termination of employment.
- e) This agreement does not prejudice an employee's eligibility for WSIB-sponsored pensioner life insurance coverage and the extended health and dental care coverage provided by the Employer during retirement.
- f) During the salary continuance period the Employer shall continue to deduct and remit union dues in accordance with Article 20 of the Collective Agreement.
- g) At any time within/during the salary continuance period, the employee may direct the Employer in writing to pay all or part of the monies or balance thereof payable under this Agreement to any fund or financial institution in the province of Ontario as permitted under federal or provincial law or in such manner as the employee may direct. Should the employee elect this option the salary continuance end date shall be adjusted accordingly.

## ARTICLE 31

### SALARY RULES

The Employer will pay salaries in accordance with Schedule “A” and will apply to all employees in the classifications listed therein. An employee will receive notice of at least one month if, due to performance, the incremental increase is not to be received.

1. The job start date is the date the employee commenced the current permanent job. When an employee in a temporary assignment is permanently confirmed in the same job, their job start date will be the date they began the temporary assignment.
2. When a contract employee becomes a probationary employee in the same job, their job start date will be the date they began their uninterrupted contract employment in that job. Interruptions of 3 weeks or less will be considered as continuous service.
3. The time periods set out at the top of the columns of Schedule ‘A’ are reflections of the job start date set out in rule one (1). Notwithstanding paragraph one, where an employee is transferred, to a new position in the same salary grade, the job start date will not be changed.
4. An employee who is the successful applicant to a position in the same salary grade will remain in the same step.
5. An employee who is promoted will have their salary adjusted to the next highest salary amount in the new salary grade, and their future salary progression will thereafter be governed by the time interval for the new salary grade.
  - (a) When a permanent employee performs a job on a temporary or permanent basis and is subsequently rehired to the same job as a Qualified Candidate they will be hired on a step that is no less than the step they last held. This is contingent on the following:
    - the job has not been significantly changed under Article 6 since they vacated the job, and
    - the employee was not involved in a documented, unsuccessful, performance improvement plan in that job. A performance appraisal does not constitute a documented performance improvement plan.
6. An employee who is the successful applicant to a permanent position in a lower salary grade will be placed in the next lowest amount in the new grade.
7. Salary Grade Change (same job):
  - a) Where any salary grade increase applies, the incumbent’s job start date will not change. The incumbent’s step placement and future step progression in the new salary grade will be governed by the length of time in the job.

- Incumbents hired above step 1 will be deemed to have served the length of time in any previous steps.

b) If a job is modified resulting in a lower salary grade, the employee will be afforded Significant Change Rights under Articles 6.05 and 6.09 and Income Protection rights, under Article 6.16.

8. Temporary Assignments

An employee assigned temporarily to perform the core duties of a job with a higher salary grade, will be paid in accordance with rule #5. The employee will be paid the higher rate from the date of the assignment.

9. Paid absences of up to ten (10) working days during a temporary assignment will be at the higher rate. Paid absences of more than ten (10) days, other than approved vacation or union leave will be paid at the rate of the salary grade from which the employee was assigned.

10. When the Employer temporarily assigns an employee to the core duties of a position in a lower salary grade, they will continue to be paid at the rate of the salary grade from which they were assigned.

11. When an employee is the successful applicant to a temporary assignment in a lower salary grade and their salary is above the maximum for that job, their salary will be reduced to the maximum salary of the temporary job. If an employee is due an increment during the course of the temporary assignment, their salary will not exceed the maximum of the lower salary grade until they return to their permanent job.

12. Anyone hired into a bargaining unit position must be hired on step.

13. The salary amounts are representative of annual sums based on a 36.25 hour work week.

14. Income Protection

An employee with Income Protection who is the successful applicant to a job with a higher salary grade than their affected job will have their salary increased in accordance with Schedule “A” of the Collective Agreement. Their next increment date will be based on the new job start date.

When an employee with Income Protection is successful in obtaining a job in the salary grade in which they were originally affected, they will relinquish their Income Protection rights. They will receive a new job start date and will be placed on the step of the next highest salary amount.

An employee with Income Protection, who is the successful applicant for a permanent job at a lower salary grade than their current job, will relinquish all Income Protection rights afforded under this section and will have their salary adjusted in accordance with rule #6.

Their next increment date will be based on the new job start date.

When an employee with Income Protection is successful in obtaining a job in the same salary grade as their current job, Income Protection rights will continue. They will be given a new job start date; however, their next increment date will not be changed.

An employee with Income Protection, who is the successful applicant for a job with a salary grade above that of their current job, but still below the affected job, will continue to receive their protected salary. This will continue until their salary falls within the salary range for their new position, at which point they will have their salary put on a step at the next higher amount.

When an employee with Income Protection is temporarily assigned to a job with a higher salary grade, the employee is eligible for salary differential if the temporary job is in a higher salary grade than the affected job.

When an employee with Income Protection is temporarily assigned to a job with the same salary grade as the affected job, and the employee's salary is below the maximum of the affected job, they will be eligible for differential to the next highest salary amount.

15. Special Placement

An employee who is unable to perform their normal duties due to a medically documented diminished capacity will not have their actual salary reduced for a period of one year, at the time of implementing a permanent special placement match under Articles 5.01(d) and 5.06.

16. An employee's next increment date will be extended after 60 calendar days for the duration of an unpaid leave. The employee must complete the balance of the incremental period.

17. Subject Matter Expert:

An employee selected to temporarily work as a subject matter expert (SME) will be compensated at one (1) salary grade above the job classification for which they are acting as a SME or their current salary classification, whichever is higher. The employee will maintain their same step placement and step progression in the new grade.

18. Student Employees:

Student employee wage rates for new hires and returning hires as set out in the Schedule 'A' pay grid will increase annually by the amount of the general increase. If the student



performs the full duties of a job they receive step one in the respective salary classification. Returning students would return to Step 1.

- Co-operative student placements would be excluded

19. Inclusion Interim Salary Administration:

Jobs included into the bargaining unit will transition from the existing non-bargaining unit salary grades and resulting pay scales to the bargaining unit salary grid as follows: For salary purposes the incumbents in the unevaluated jobs will continue to receive their current salary plus applicable bargaining unit general increase(s) until the work can be evaluated under the joint job evaluation plan.

The above application is only an interim approach until the job(s) are evaluated under the Job Evaluation Plan.

Salary progression thereafter will be governed by the joint job evaluation (JJE) review and the timeframes described under Article 31, Schedule “A” and Article 18.

Following evaluation under the bargaining unit plan:

- If the employee’s salary increases, the increase will be applied retroactively from the date the employee moved into the bargaining unit. The employee will be placed at the greater of the next highest salary step from their current salary or a step commensurate with their time in the job, whichever is greater.
- If the employee’s salary decreases, the decrease will only be applied on a go forward basis.

## ARTICLE 32

### TERM OF AGREEMENT

This agreement shall take effect as of **May 1, 2020** and will continue in full force and effect up to and including the **30th day of April, 2023** and will continue automatically thereafter for periods of one (1) year each unless either party notifies the other in writing that it wishes to amend this Agreement in accordance with the Crown Employees Collective Bargaining Act, as amended.

The General Increase for the term of agreement shall be:

Effective:

|           |            |           |            |           |            |
|-----------|------------|-----------|------------|-----------|------------|
| 01May2020 | 01Jul.2020 | 01May2021 | 01Jul.2021 | 01May2022 | 01Jul.2022 |
| 1.0%      | 0.5%       | 1.0%      | 0.6%       | 1.0%      | 0.6%       |

**Dated at Toronto, on 19, March 2021**

**For the Workplace Safety &  
Insurance Board**

Lisa Dymond

Wendy McConnochie

Greg Bullen

Jozef Hadlaw-Murray

Frank Veltri

Scott Bujeya

**For the Ontario Compensation  
Employees Union / CUPE Local 1750**

Harry Goslin

Tony Maccarone

Tony Dinardo

Cynthia Ireland

Nicole Francis

April Leblanc

Ryan Culpepper

Jason Defraga

SCHEDULE “A”

**2020-2023 Bargaining Unit Salary Ranges  
Full Time (36.25-hour week) Employees  
Effective May 1, 2020**

| Salary Grade | Step        | Length | 01-May-20 | 01-Jul-20 | 01-May-21 | 01-Jul-21 | 01-May-22 | 01-Jul-22 |
|--------------|-------------|--------|-----------|-----------|-----------|-----------|-----------|-----------|
|              |             |        | 1.00%     | 0.50%     | 1.00%     | 0.60%     | 1.00%     | 0.60%     |
| Student Wage | New Hire    | Hourly | 14.28/hr  | 14.35/hr  | 14.49/hr  | 14.58/hr  | 15.15/hr  | 15.24/hr  |
|              | Return Hire | Hourly | 15.48/hr  | 15.56/hr  | 15.72/hr  | 15.81/hr  | 15.97/hr  | 16.07/hr  |
| 201          | 1           | 6      | 37,729.94 | 37,918.59 | 38,297.78 | 38,527.57 | 38,912.85 | 39,146.33 |
|              | 2           | 6      | 39,616.43 | 39,814.51 | 40,212.66 | 40,453.94 | 40,858.48 | 41,103.63 |
|              | 3           | 12     | 41,816.31 | 42,025.39 | 42,445.64 | 42,700.31 | 43,127.31 | 43,386.07 |
|              | 4           | Max    | 44,017.76 | 44,237.85 | 44,680.23 | 44,948.31 | 45,397.79 | 45,670.18 |
| 202          | 1           | 6      | 40,441.01 | 40,643.22 | 41,049.65 | 41,295.95 | 41,708.91 | 41,959.16 |
|              | 2           | 6      | 42,463.06 | 42,675.38 | 43,102.13 | 43,360.74 | 43,794.35 | 44,057.12 |
|              | 3           | 12     | 44,823.06 | 45,047.18 | 45,497.65 | 45,770.64 | 46,228.35 | 46,505.72 |
|              | 4           | Max    | 47,181.52 | 47,417.43 | 47,891.60 | 48,178.95 | 48,660.74 | 48,952.70 |
| 203          | 1           | 6      | 43,341.60 | 43,558.31 | 43,993.89 | 44,257.85 | 44,700.43 | 44,968.63 |
|              | 2           | 6      | 45,508.69 | 45,736.23 | 46,193.59 | 46,470.75 | 46,935.46 | 47,217.07 |
|              | 3           | 12     | 48,036.61 | 48,276.79 | 48,759.56 | 49,052.12 | 49,542.64 | 49,839.90 |
|              | 4           | Max    | 50,564.54 | 50,817.36 | 51,325.53 | 51,633.48 | 52,149.81 | 52,462.71 |
| 204          | 1           | 6      | 46,059.06 | 46,289.36 | 46,752.25 | 47,032.76 | 47,503.09 | 47,788.11 |
|              | 2           | 6      | 48,768.89 | 49,012.73 | 49,502.86 | 49,799.88 | 50,297.88 | 50,599.67 |
|              | 3           | 12     | 51,477.10 | 51,734.49 | 52,251.83 | 52,565.34 | 53,090.99 | 53,409.54 |
|              | 4           | Max    | 54,186.94 | 54,457.87 | 55,002.45 | 55,332.46 | 55,885.78 | 56,221.09 |
| 205          | 1           | 6      | 49,351.88 | 49,598.64 | 50,094.63 | 50,395.20 | 50,899.15 | 51,204.54 |
|              | 2           | 12     | 52,254.48 | 52,515.75 | 53,040.91 | 53,359.16 | 53,892.75 | 54,216.11 |
|              | 3           | 12     | 55,158.65 | 55,434.44 | 55,988.78 | 56,324.71 | 56,887.96 | 57,229.29 |
|              | 4           | Max    | 58,061.22 | 58,351.53 | 58,935.05 | 59,288.66 | 59,881.55 | 60,240.84 |

| Salary Grade | Step | Length | 01-May-20 | 01-Jul-20 | 01-May-21 | 01-Jul-21 | 01-May-22 | 01-Jul-22 |
|--------------|------|--------|-----------|-----------|-----------|-----------|-----------|-----------|
|              |      |        | 1.00%     | 0.50%     | 1.00%     | 0.60%     | 1.00%     | 0.60%     |
|              |      |        |           |           |           |           |           |           |
| 206          | 1    | 6      | 52,876.35 | 53,140.73 | 53,672.14 | 53,994.17 | 54,534.11 | 54,861.31 |
|              | 2    | 12     | 55,987.28 | 56,267.22 | 56,829.89 | 57,170.87 | 57,742.58 | 58,089.04 |
|              | 3    | 12     | 59,096.64 | 59,392.12 | 59,986.04 | 60,345.96 | 60,949.42 | 61,315.12 |
|              | 4    | Max    | 62,207.55 | 62,518.59 | 63,143.78 | 63,522.64 | 64,157.87 | 64,542.82 |
|              |      |        |           |           |           |           |           |           |
| 207          | 1    | 6      | 56,646.45 | 56,929.68 | 57,498.98 | 57,843.97 | 58,422.41 | 58,772.94 |
|              | 2    | 12     | 59,978.13 | 60,278.02 | 60,880.80 | 61,246.08 | 61,858.54 | 62,229.69 |
|              | 3    | 12     | 63,311.39 | 63,627.95 | 64,264.23 | 64,649.82 | 65,296.32 | 65,688.10 |
|              | 4    | Max    | 66,643.06 | 66,976.28 | 67,646.04 | 68,051.92 | 68,732.44 | 69,144.83 |
|              |      |        |           |           |           |           |           |           |
| 208          | 1    | 6      | 60,680.84 | 60,984.24 | 61,594.08 | 61,963.64 | 62,583.28 | 62,958.78 |
|              | 2    | 12     | 64,250.39 | 64,571.64 | 65,217.36 | 65,608.66 | 66,264.75 | 66,662.34 |
|              | 3    | 12     | 67,819.94 | 68,159.04 | 68,840.63 | 69,253.67 | 69,946.21 | 70,365.89 |
|              | 4    | Max    | 71,389.53 | 71,746.48 | 72,463.94 | 72,898.72 | 73,627.71 | 74,069.48 |
|              |      |        |           |           |           |           |           |           |
| 209          | 1    | 6      | 64,337.48 | 64,659.17 | 65,305.76 | 65,697.59 | 66,354.57 | 66,752.70 |
|              | 2    | 12     | 68,121.57 | 68,462.18 | 69,146.80 | 69,561.68 | 70,257.30 | 70,678.84 |
|              | 3    | 12     | 71,907.22 | 72,266.76 | 72,989.43 | 73,427.37 | 74,161.64 | 74,606.61 |
|              | 4    | Max    | 75,691.37 | 76,069.83 | 76,830.53 | 77,291.51 | 78,064.43 | 78,532.82 |
|              |      |        |           |           |           |           |           |           |
| 210          | 1    | 12     | 67,219.85 | 67,555.95 | 68,231.51 | 68,640.90 | 69,327.31 | 69,743.27 |
|              | 2    | 12     | 71,854.37 | 72,213.64 | 72,935.78 | 73,373.39 | 74,107.12 | 74,551.76 |
|              | 3    | 12     | 76,490.43 | 76,872.88 | 77,641.61 | 78,107.46 | 78,888.53 | 79,361.86 |
|              | 4    | Max    | 81,126.48 | 81,532.11 | 82,347.43 | 82,841.51 | 83,669.93 | 84,171.95 |
|              |      |        |           |           |           |           |           |           |
| 211          | 1    | 12     | 72,036.28 | 72,396.46 | 73,120.42 | 73,559.14 | 74,294.73 | 74,740.50 |
|              | 2    | 12     | 77,005.03 | 77,390.06 | 78,163.96 | 78,632.94 | 79,419.27 | 79,895.79 |
|              | 3    | 12     | 81,972.27 | 82,382.13 | 83,205.95 | 83,705.19 | 84,542.24 | 85,049.49 |
|              | 4    | Max    | 86,941.01 | 87,375.72 | 88,249.48 | 88,778.98 | 89,666.77 | 90,204.77 |
|              |      |        |           |           |           |           |           |           |
| 212          | 1    | 12     | 77,193.17 | 77,579.14 | 78,354.93 | 78,825.06 | 79,613.31 | 80,090.99 |
|              | 2    | 12     | 82,516.38 | 82,928.96 | 83,758.25 | 84,260.80 | 85,103.41 | 85,614.03 |
|              | 3    | 12     | 87,841.17 | 88,280.38 | 89,163.18 | 89,698.16 | 90,595.14 | 91,138.71 |
|              | 4    | Max    | 93,164.42 | 93,630.24 | 94,566.54 | 95,133.94 | 96,085.28 | 96,661.79 |

| Salary Grade | Step | Length | 01-May-20  | 01-Jul-20  | 01-May-21  | 01-Jul-21  | 01-May-22  | 01-Jul-22  |
|--------------|------|--------|------------|------------|------------|------------|------------|------------|
|              |      |        | 1.00%      | 0.50%      | 1.00%      | 0.60%      | 1.00%      | 0.60%      |
|              |      |        |            |            |            |            |            |            |
| 213          | 1    | 12     | 84,846.87  | 85,271.10  | 86,123.81  | 86,640.55  | 87,506.96  | 88,032.00  |
|              | 2    | 12     | 89,837.35  | 90,286.54  | 91,189.41  | 91,736.55  | 92,653.92  | 93,209.84  |
|              | 3    | 12     | 94,829.46  | 95,303.61  | 96,256.65  | 96,834.19  | 97,802.53  | 98,389.35  |
|              | 4    | Max    | 99,820.03  | 100,319.13 | 101,322.32 | 101,930.25 | 102,949.55 | 103,567.25 |
|              |      |        |            |            |            |            |            |            |
| 214          | 1    | 12     | 90,900.80  | 91,355.30  | 92,268.85  | 92,822.46  | 93,750.68  | 94,313.18  |
|              | 2    | 12     | 96,247.33  | 96,728.57  | 97,695.86  | 98,282.04  | 99,264.86  | 99,860.45  |
|              | 3    | 12     | 101,595.45 | 102,103.43 | 103,124.46 | 103,743.21 | 104,780.64 | 105,409.32 |
|              | 4    | Max    | 106,942.03 | 107,476.74 | 108,551.51 | 109,202.82 | 110,294.85 | 110,956.62 |
|              |      |        |            |            |            |            |            |            |
| 215          | 1    | 12     | 97,380.72  | 97,867.62  | 98,846.30  | 99,439.38  | 100,433.77 | 101,036.37 |
|              | 2    | 12     | 103,109.70 | 103,625.25 | 104,661.50 | 105,289.47 | 106,342.36 | 106,980.41 |
|              | 3    | 12     | 108,837.22 | 109,381.41 | 110,475.22 | 111,138.07 | 112,249.45 | 112,922.95 |
|              | 4    | Max    | 114,566.18 | 115,139.01 | 116,290.40 | 116,988.14 | 118,158.02 | 118,866.97 |
|              |      |        |            |            |            |            |            |            |
| 216          | 1    | 12     | 104,313.05 | 104,834.62 | 105,882.97 | 106,518.27 | 107,583.45 | 108,228.95 |
|              | 2    | 12     | 110,449.40 | 111,001.65 | 112,111.67 | 112,784.34 | 113,912.18 | 114,595.65 |
|              | 3    | 12     | 116,585.73 | 117,168.66 | 118,340.35 | 119,050.39 | 120,240.89 | 120,962.34 |
|              | 4    | Max    | 122,722.07 | 123,335.68 | 124,569.04 | 125,316.45 | 126,569.61 | 127,329.03 |

**JOB HIERARCHY LISTING –**

| <b>Job Title</b>   | <b>Salary Grade</b> | <b>Job #</b> |
|--|---------------------|--------------|
| Cash Disbursement Clerk  | 203                 | 4810         |
| Records Control Clerk, Appeals   | 203                 | 4510         |
| Administrative Services Clerk  | 204                 | 4825         |
| Building Support Clerk   | 204                 | 4486         |
| Document Management Representative                                     | 204                 | 4744         |
| Mail Room Clerk/Mail Machine Operator                                  | 204                 | 4683         |
| Mail, Courier & Records Representative                                 | 204                 | 4769         |
| Access Review Representative (Previously Access Review Clerk)          | 205                 | 4828         |
| Claims Registration Representative                                     | 205                 | 4842         |
| Collections Assistant  | 205                 | 4552         |
| Dicta-Transcriber  | 205                 | 4057         |
| General Maintenance Worker   | 205                 | 4058         |
| Health Care Processing Clerk   | 205                 | 4653         |
| Health Care Provider Clerk   | 205                 | 4433         |
| Medical Consultant Secretary   | 205                 | 4525         |
| Permanent Impairment (NEL/PD) Administrator                            | 205                 | 4413         |
| Procurement Coordinator  | 205                 | 4799         |
| Program Support Clerk, Actuarial Services                              | 205                 | 4484         |
| Accounts Payable Payment Processor                                     | 206                 | 4674         |
| Business Centre Representative   | 206                 | 4699         |
| Cash Disbursement Specialist   | 206                 | 4734         |
| Cash Receipts Processor  | 206                 | 4596         |
| Centralized Business Support Team Administrator                        | 206                 | 4710         |
| Garnishment Administrator  | 206                 | 4547         |
| Lease Administration Analyst   | 206                 | 4063         |
| Program Assistant, Skills Development                                  | 206                 | 4514         |
| Receptionist Counsellor  | 206                 | 4517         |
| Senior Procurement Coordinator   | 206                 | 4844         |
| Audit Transaction Specialist (Previously Employer Audit Administrator) | 207                 | 4573         |
| CRDM Administrator   | 207                 | 4830         |
| Customer Service Representative  | 207                 | 4673         |
| Data Analyst   | 207                 | 4818         |
| Drug Verification Representative                                       | 207                 | 4534         |
| Facilities Maintenance Technician                                      | 207                 | 4637         |
| Health Care Payment Representative                                     | 207                 | 4499         |
| Legal Secretary  | 207                 | 4737         |
| Litigation Assistant   | 207                 | 4736         |
| Multilingual Information Officer                                       | 207                 | 4522         |

|  |     |      |
|--|-----|------|
| Objection Intake Administrator   | 207 | 4728 |
| Payroll Analyst  | 207 | 4837 |
| Workplace Health and Safety Services Program Administrator   | 207 | 4622 |
| Accounts Payable Payment Specialist  | 208 | 4675 |
| Cash Receipts Analyst  | 208 | 4578 |
| Cash Receipts Specialist   | 208 | 4580 |
| Confirmation Analyst   | 208 | 4719 |
| Cost Allocation Representative   | 208 | 4790 |
| Facilities Planner   | 208 | 4554 |
| Loss of Retirement Income (LRI) Specialist   | 208 | 4564 |
| Mental Health Program Coordinator  | 208 | 4625 |
| Quality Analyst, Customer Care   | 208 | 4852 |
| RSD Support Analyst  | 208 | 4503 |
| Schedule 2 Account Service Representative  | 208 | 4167 |
| Support Analyst  | 208 | 4809 |
| Travel Specialist  | 208 | 4831 |
| Workforce Analyst  | 208 | 4813 |
| Account Representative   | 209 | 4722 |
| Appeals Coordinator  | 209 | 4515 |
| Bank Reconciliation Analyst  | 209 | 4581 |
| Buyer  | 209 | 4858 |
| Claims Information Specialist  | 209 | 4619 |
| Contracts Specialist   | 209 | 4630 |
| Electronic Forms Designer  | 209 | 4668 |
| Knowledge Management Coordinator   | 209 | 4459 |
| Language Accessibility Coordinator (Previously Language Services Liaison)                                      | 209 | 4860 |
| Law Clerk  | 209 | 4808 |
| Mental Health & Wellness Specialist (Previously Wellness Program Development Specialist)                       | 209 | 4735 |
| Payment Specialist   | 209 | 4751 |
| Procurement Contract Specialist  | 209 | 4855 |
| Senior Payroll Analyst   | 209 | 4836 |
| Adjudicator, Noise Induced Hearing Loss (NIHL)   | 210 | 4591 |
| Claims Investigator  | 210 | 4862 |
| Collection Specialist  | 210 | 4682 |
| Enforcement Coordinator (Previously Prosecutions Coordinator)  | 210 | 4636 |
| Facilities Management Coordinator  | 210 | 4223 |
| Financial Analyst, LRI   | 210 | 4565 |
| Graphic Designer   | 210 | 4739 |
| Injured Worker Outreach Services Contract Manager  | 210 | 4840 |
| Policy Publication & Content Management Specialist (Previously Policy Publication & Info Resource Coordinator) | 210 | 4464 |

|  |     |      |
|--|-----|------|
| Production Artist  | 210 | 4834 |
| Quality Analyst, Specialty Services  | 210 | 4780 |
| Specialist Asset Management  | 210 | 4598 |
| Testing Specialist   | 210 | 4330 |
| Account Specialist   | 211 | 4665 |
| Adjudicator, Eligibility   | 211 | 4461 |
| Analyst, Records Management & Retention  | 211 | 4531 |
| Data Management Coordinator  | 211 | 4513 |
| Digital Content & Multimedia Producer  | 211 | 4644 |
| Experience Rating Advisor  | 211 | 4764 |
| Health & Safety Customer Experience Specialist   | 211 | 4857 |
| Information & Digital Resource Specialist (Previously Information Resource Specialist) | 211 | 4700 |
| Information Management Analyst (Previously Business Systems Design Specialist)         | 211 | 4444 |
| Senior Data Analyst  | 211 | 4512 |
| Senior Graphic Designer  | 211 | 4388 |
| Transfer of Cost Adjuster  | 211 | 4110 |
| Translator & Editor (French/English) (Previously French Translator)                    | 211 | 4854 |
| Website Content Management Specialist (previously Web Coordinator)                     | 211 | 4574 |
| Analyst, Service Management  | 212 | 4536 |
| Analyst, Workplace Health and Safety Services  | 212 | 4600 |
| Appeals Registrar  | 212 | 4646 |
| Automation Test Engineer   | 212 | 4604 |
| Business Analyst, Actuarial Services   | 212 | 4819 |
| Business Analyst, Collections  | 212 | 4070 |
| Business Analyst, Corporate Business Information Analytics                             | 212 | 4864 |
| Business Analyst, Employer Accounts (Previously Business Analyst, Schedule 2)          | 212 | 4797 |
| Business Analyst, Program & Provider Effectiveness                                     | 212 | 4843 |
| Business Requirements Liaison  | 212 | 4447 |
| Business Rules Specialist  | 212 | 4688 |
| Category Analyst   | 212 | 4859 |
| Contract Management Leader   | 212 | 4414 |
| Coordinator Accounts Payable Processing  | 212 | 4676 |
| Coordinator Cash Disbursements   | 212 | 4583 |
| Coordinator Cash Management  | 212 | 4584 |
| Coordinator Cash Receipts  | 212 | 4582 |
| Coordinator French Translation   | 212 | 4853 |
| Data Request Analyst   | 212 | 4742 |
| Design Project Manager   | 212 | 4795 |
| Design Researcher (Previously Customer Experience Analyst)                             | 212 | 4794 |



|   |     |      |
|---|-----|------|
| Employer Audit Advisor (Previously Revenue Audit Issues Analyst)                | 212 | 4555 |
| Experience Rating Specialist  | 212 | 4763 |
| Financial Accountant  | 212 | 4727 |
| Financial Systems Analyst, Collections  | 212 | 4494 |
| Financial Systems Analyst, Financial Management Systems                         | 212 | 4812 |
| Financial Systems Analyst, LRI  | 212 | 4045 |
| Health & Safety Information Consultant  | 212 | 4848 |
| Home Modification Consultant (Previously Independent Living Consultant)         | 212 | 4507 |
| Information Analyst, Compliance   | 212 | 4060 |
| IT Planning & Portfolio Analyst   | 212 | 4479 |
| IT Specialist (Previously Regional IT Specialist)                               | 212 | 4718 |
| Learning Analytics & Evaluation Specialist                                      | 212 | 4758 |
| Learning and Performance Systems Analyst  | 212 | 4395 |
| Learning Developer (Previously eLearning Developer)                             | 212 | 4804 |
| Mobility Services Specialist (Previously Network Engineer Mobility Coordinator) | 212 | 4708 |
| Network Engineer, IP Services   | 212 | 4289 |
| Occupational Disease Information Specialist                                     | 212 | 4689 |
| Paralegal (Previously Paralegal/Law Clerk)                                      | 212 | 4759 |
| Payroll Accountant/Coordinator  | 212 | 4838 |
| Performance Test Engineer   | 212 | 4605 |
| Procurement Analyst   | 212 | 4495 |
| Program Evaluation Consultant   | 212 | 4817 |
| Public Issues Advisor   | 212 | 4307 |
| Quality Analyst, Employer Services  | 212 | 4781 |
| Research Analyst II   | 212 | 4851 |
| Senior Analyst, Records Management and Retention                                | 212 | 4698 |
| Service Level Management Analyst (Previously Service Level Management Leader)   | 212 | 4471 |
| SharePoint Program Advisor  | 212 | 4553 |
| Specialist Change Management  | 212 | 4777 |
| Specialist Configuration Management Database (CMDB)                             | 212 | 4760 |
| Specialist Information Management   | 212 | 4849 |
| Specialist Messaging Systems  | 212 | 4692 |
| Specialist Middleware   | 212 | 4420 |
| Specialist PeopleSoft   | 212 | 4559 |
| Specialist Release Management (Previously Release Management Coordinator)       | 212 | 4714 |
| Technical Designer  | 212 | 4720 |
| User Experience Analyst   | 212 | 4815 |
| Adjudicator, Occupational Disease & Survivor Benefits Program (OD&SBP)          | 213 | 4686 |
| Adjuster  | 213 | 4807 |

|  |     |      |
|--|-----|------|
| Audiologist  | 213 | 4491 |
| Billing Systems Lead   | 213 | 4709 |
| Business Acceptance Testing Coordinator  | 213 | 4660 |
| Business Initiatives Analyst, Treasury   | 213 | 4631 |
| Case Manager   | 213 | 4846 |
| Case Manager Specialized Services (Previously Case Manager, SIP)   | 213 | 4748 |
| Compliance Specialist  | 213 | 4572 |
| Confirmation Officer Fatal Claims (Previously Confirmation Officer)  | 213 | 4617 |
| Contract Manager Operations  | 213 | 4801 |
| Creative Lead  | 213 | 4705 |
| Development Specialist Benefit Payment Services  | 213 | 4827 |
| Health and Safety Excellence Consultant  | 213 | 4785 |
| Health and Safety Excellence Validator   | 213 | 4784 |
| Health Care Billing Compliance Auditor (Previously Health Care Business Specialist)                          | 213 | 4672 |
| IT Business Analyst (Previously Business Initiatives Analyst)  | 213 | 4821 |
| Knowledge Specialist (Previously Development Specialist)   | 213 | 4865 |
| Learning and Development Specialist (Previously Skills Development Specialist)                               | 213 | 4870 |
| Learning Experience Designer (Previously Instructional Systems Designer)                                     | 213 | 4756 |
| Mobile Developer   | 213 | 4800 |
| NEL Clinical Specialist  | 213 | 4820 |
| Nurse Consultant   | 213 | 4796 |
| Occupational Therapist   | 213 | 4841 |
| Performance Evaluation Specialist, Operations (Previously Performance Evaluation Analyst-Work Reintegration) | 213 | 4703 |
| Policy/Research Analyst  | 213 | 4721 |
| Privacy & FOI Officer  | 213 | 4811 |
| Program Evaluation Specialist  | 213 | 4806 |
| Program Specialist   | 213 | 4789 |
| Program Specialist, Learning and Development   | 213 | 4871 |
| Quality Analyst, Operations  | 213 | 4802 |
| Quality Management Analyst   | 213 | 4684 |
| Quality Program Specialist (Previously Occupational Disease Adjudication Issues & Measures Specialist)       | 213 | 4592 |
| Quality Program Specialist, Return to Work   | 213 | 4641 |
| Senior Financial Accountant  | 213 | 4835 |
| Specialist Applications  | 213 | 4033 |
| Specialist Database  | 213 | 4455 |
| Specialist Environment Management  | 213 | 4615 |
| Specialist Governance & Production Readiness   | 213 | 4616 |
| Specialist Integration   | 213 | 4405 |

|  |     |      |
|--|-----|------|
| Specialist Production Support  | 213 | 4638 |
| Specialist Return-to-Work Program  | 213 | 4839 |
| Stakeholder Compliance Auditor   | 213 | 4753 |
| Stakeholder Compliance Program Advisor   | 213 | 4850 |
| Systems Engineer   | 213 | 4496 |
| Testing Coordinator  | 213 | 4126 |
| Work Reintegration Development Specialist  | 213 | 4548 |
| Appeals Decision Analyst   | 214 | 4766 |
| Clinical Outcomes Specialist   | 214 | 4695 |
| Crisis Intervention Counsellor   | 214 | 4826 |
| Data Engineer  | 214 | 4805 |
| Data Modeller  | 214 | 4866 |
| Digital Learning Design & Development Lead   | 214 | 4869 |
| ETL Developer  | 214 | 4642 |
| FOI Access Specialist  | 214 | 4594 |
| Health Services Program and Provider Specialist (Previously Quality Management Specialist)   | 214 | 4824 |
| Learning Advisor   | 214 | 4816 |
| Mental Health Implementation Advisor   | 214 | 4822 |
| Occupational Hygienist   | 214 | 4650 |
| Pharmacist   | 214 | 4685 |
| Program Development Advisor  | 214 | 4488 |
| Psychometrist  | 214 | 4687 |
| Research Analyst I   | 214 | 4634 |
| Senior Analyst, End User Services  | 214 | 4291 |
| Senior Analyst, Workplace Health & Safety Services   | 214 | 4601 |
| Senior Business Analyst, Actuarial Services  | 214 | 4593 |
| Senior Business Analyst, Corporate Business Information Analytics                            | 214 | 4590 |
| Senior Data Quality Analyst  | 214 | 4787 |
| Senior Information Analyst, Compliance   | 214 | 4061 |
| Senior IT Business Analyst   | 214 | 4740 |
| Senior Network Engineer  | 214 | 4768 |
| Senior Quality Management Analyst  | 214 | 4629 |
| Senior Specialist Applications   | 214 | 4560 |
| Senior Specialist Information Management   | 214 | 4501 |
| Senior Specialist Production Support   | 214 | 4803 |
| Senior Specialist Release Management   | 214 | 4724 |
| Senior Specialist Unified Communications (Previously Senior Specialist Voice Communications) | 214 | 4712 |
| Senior Test Data Management Solution Designer  | 214 | 4643 |
| Stakeholder Compliance Investigator (Previously) Senior Investigator                         | 214 | 4814 |
| Team Lead Creative Services (Previously Art Director/Team Lead)                              | 214 | 4477 |

|  |     |      |
|--|-----|------|
| Appeals Resolution Officer                 | 215 | 4661 |
| Leadership & Learning Advisor              | 215 | 4317 |
| Operational Policy Analyst                 | 215 | 4767 |
| Senior Occupational Hygienist              | 215 | 4599 |
| Senior Specialist Database                 | 215 | 4456 |
| Senior Specialist Integration              | 215 | 4856 |
| Senior Specialist Integration, Service Now | 215 | 4863 |
| Senior Systems Engineer                    | 215 | 4497 |
| Specialist Guidewire Development           | 215 | 4715 |
| Psychologist                               | 216 | 4671 |
| Senior Epidemiologist/Policy Analyst       | 216 | 4116 |
| Senior Scientist/Policy Analyst            | 216 | 4117 |

## APPENDIX 1

### DISABILITY INSURANCE

#### 1.01 Short Term Disability (STD)

Following the date of hire, eligible employees will be enrolled in the STD plan after completing twenty (20) consecutive working days.

Consecutive working days are defined as days worked on the employee's regular work schedule or days determined by a return to work plan.

Planned absences of no more than five (5) days (excluding bereavement) extends the period but do not restart the twenty (20) consecutive working days.

Employees are entitled to STD benefits up to an annual maximum of one hundred and twenty-seven (127) working days at a rate of seventy five percent (75%) of their regular salary. Regular salary is defined as base pay plus any job premium(s) being paid in a job performed on the last day worked plus the general increase outlined in Article 32.

STD benefits will commence with receipt of medical information supporting an inability to conduct the essential duties of the job performed on the last day worked.

There is no carry over or cash value for any unused annual STD entitlement at year end or termination.

#### 1.02 Top Up to STD Benefits

While in receipt of STD benefits, employees may authorize the use of banked attendance credits, vacation credits, wellness days or lieu time to receive one hundred percent (100%) salary while absent. Authorization to top up STD benefits can be initiated verbally and must be confirmed in writing.

#### 1.03 Elimination Period

Employees will be eligible for STD benefits paid at seventy five percent (75%) of regular salary after serving an elimination period of three (3) consecutive working days of absence due to illness or disability. STD benefits will be paid provided the absence is supported through medical documentation submitted to the Employer's Health Centre.

Where an elimination period of 3 consecutive working days is not met, employees will also be eligible for STD benefits paid at seventy five percent (75%) of regular salary for a four (4) day non-consecutive working day elimination period where the following conditions are all met:

- the Employer determines, based on a review of medical documentation submitted to the Employer's Health Centre, that four (4) non-consecutive working days of absence are all due to the same disability or, illness.
- the four (4) non-consecutive working days of absence all occur within a thirty (30) working day period, and
- the four (4) non-consecutive working days are all full days of absence each consisting of a minimum of the employee's regular hours of work.

Employees may use wellness days, vacation credits, or lieu time in order to continue their salary at 100% during the elimination period. Banked attendance credits cannot be used for this purpose.

For point of clarity employees may serve multiple elimination periods, however, the annual maximum entitlement to STD coverage will not exceed 127 working days.

#### 1.04 Return to Work - Reduced Work Week

An employee who returns to work on a reduced work week due to illness or disability will receive one hundred percent (100%) of regular salary for the hours worked and seventy five percent (75%) of gross regular salary for the balance of their regular work week until their annual STD entitlement is exhausted.

In order to be eligible for this pay, the employee must have an endorsed return to work plan.

#### 1.05 Recurring Absences

An employee who returns to work on a full or part time basis and is subsequently absent due to the same disability or illness within twenty (20) working days of their return will normally be deemed to be a continuous absence.

Where the subsequent absence occurs after twenty (20) working days of their return, the decision regarding continuous absence status will be determined by the Employer's Health Centre.

A continuous absence will be determined by medical confirmation of the same disability, or illness. It will not require the employee to satisfy the elimination period again (see Article 15.03(b) and will allow for seventy five percent (75%) STD benefits to resume as of the first day of the continuous absence.

#### 1.06 Annual Eligibility for STD Benefits

Employees who are on an absence due to illness which commences in one (1) calendar year and continues into the following calendar year, are limited to a maximum of one hundred and twenty seven (127) working days of STD coverage in the two (2) years until they have returned to work for twenty (20) continuous working days.

Employees who have used their one hundred and twenty seven (127) working days of STD coverage in a calendar year must complete twenty (20) continuous working days before they are entitled to further STD coverage in the next calendar year.

- \* Approved vacation leave and bereavement leave may extend the period but does not restart the 20 continuous working days threshold.

#### 1.07 Pension Coverage during STD

The Employer will make both its and member contributions to the WSIB Employees' Pension Plan as required by and strictly in accordance with the text of the Employees' Pension Plan, when the following conditions are met:

- From the 41 to 130th continuous day of absence, where an employee is in receipt of short-term disability benefits from the Employer and remains an employee of the WSIB.

For greater certainty in the event of a conflict between this section 1.07 and any term of the Employees' Pension Plan, the text of the Employees' Pension Plan shall prevail to the extent of the conflict.

#### 2.01 Long Term Disability (LTD)

Eligible employees will be enrolled in the LTD plan on the first day of the month following hire. Effective May 1, 2002 any employee who has been on LTD for two (2) years and enters into the "any occupation" category will not accumulate any days afforded in Article 15 or 11.

The Employer will pay one hundred percent (100%) of the premiums for the LTD plan to the Insurance Carrier on behalf of eligible employees.

#### 2.02 Top Up to LTD Benefits

While in receipt of LTD benefits, employees may authorize the use of a banked attendance credits, vacation credits, wellness days or lieu time to receive one hundred percent (100%) salary while absent. This authorization can be initiated verbally and must be confirmed in writing.

#### 2.03 LTD Benefits

The LTD benefits is the lesser of seven thousand dollars (\$7,000) monthly or sixty-six and two-thirds percent (66 2/3 %) of the employee's gross regular salary as of the date of disability. These benefits will be payable after one hundred and thirty (130) working days of continuous absence due to total disability. Benefits will be paid by the Insurance Carrier based on acceptable medical confirmation of disability or illness.



## 2.04 Benefit Integration

Certain employees will be eligible to receive disability payments from the Canada Pension Plan (CPP) and/or the WSIB Pension Plan. The total payment, including LTD will be paid to a maximum of 90% of gross regular salary.

An employee must make application for Canada Pension Plan disability benefits within one month of claim commencement date and supply proof of application to the LTD carrier.

Failure to apply will result in an offset being applied as if CPP benefits were approved. If an employee receives payment from CPP or WSIB Pension Plan, the total amount including LTD payments that is in excess of 90% of gross regular salary for the entitlement period shall continue up to twenty-four (24) months, if the employee is disabled from performing regular work and up to age sixty-five (65) if totally disabled.

## 2.05 Claim Requirements

An employee may be required to submit a medical examination at the request of the Insurance Carrier.

Totally Disabled, under this Plan, means a continuous state of incapacity due to illness which - while it continues - throughout the Elimination Period and during the following 24 months of incapacity, prevents the employee from performing the essential duties of their permanent job with the Employer; while it continues thereafter, prevents them from engaging in any occupation for which they become reasonably qualified by education, training or experience.

Employees' benefits coverage for Group Life Insurance, Dependent Life Insurance, and LTD will continue at no cost to the employee while the employee receives or is qualified to receive LTD benefits under this plan.

\*In all cases, payments under this plan shall cease at age 65.

Where coverage is pending approval or is under appeal medical and dental plan coverage will remain Employer paid for sixty (60) consecutive working days from the first day following the last day of STD coverage in keeping with Article 16.05.

## 2.06 Termination of LTD Benefits

An employee ceases to be insured on the earliest of the following dates:

- date of termination of employment
- on attainment of age 65



An employee is not eligible to commence receiving LTD benefits three (3) months prior to the attainment of age sixty-five (65).

## 2.07 Rehabilitation

If an employee who is in receipt of LTD benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative Employment" means remunerative service employment while not yet fully recovered following directly after the period of total disability for which LTD Benefits were received. When considering rehabilitative employment benefits, LTD will provide 66-2/3% of normal salary less 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 the Employer or with another Employer upon agreement with the Board and the Insurance Carrier.

The LTD benefits under rehabilitative employment shall be reduced by the amount that an employee's total earnings exceed one hundred per cent (100%) of his earnings as at the date of commencement of total disability.

These benefit provisions apply to all new claims approved from the date of signing the Collective Agreement.

## 2.08 Pension Contributions during LTD

The Employer will make both its and member contributions to the Employees' Pension Plan, as required by and strictly in accordance with the text of the Employees Pension Plan, when the following conditions are met:

- a) The Insurance provider has made a decision approving long-term disability benefits;
- b) The employee is receiving benefits under the Long-Term Disability (LTD) plan; and
- c) The employee remains an Employee of the Board.

For greater certainty, in the event of a conflict between this section 2.08 and any term of the Employees' Pension Plan, the text of the Employees' Pension Plan shall prevail to the extent of the conflict.

## 3.01 Disability Management Committee

The Employer and the Union have a shared commitment to ensure employees with disabilities are provided reasonable accommodation in the workplace consistent with the Ontario Human Rights Code and Ontario Disabilities Act as amended from time to time.

(a) Joint Committee Membership:

The committee will be made up of no less than two (2) Employer and two (2) Union representatives. Each party may also appoint one additional member with subject matter expertise.

The committee will meet at the request of either party.

Salary cost for joint meetings and agreed to expenses, including reasonable preparation time, will be paid by the employer.

(b) Committee Mandate:

- Develop, implement and maintain workplace programs designed to ensure a broad understanding and acceptance of the accommodation process through communication and education.
- Review general accommodation practices for compliance with the Law and make recommendations for improvements.

## APPENDIX 2

### EMPLOYEE BENEFIT PLANS

#### 1.01 Employee Benefit Plans

The Employer will contribute toward the billed premiums of the Benefit Plans in accordance with the cost share or amounts as shown in this Appendix.

#### 1.02 Eligibility for Benefits Coverage

Employees shall be eligible for coverage under the employee benefit plans set out in this Appendix. Therefore, for the purpose of Article 21 and this Appendix:

The term "employee" shall mean probationary employees and employees with seniority in accordance with Article 4. Article 22.01 (j) describes the eligibility requirements and benefit provisions for contract employees.

The time periods required to be eligible for benefits coverage and for the cessation of coverage shall be as set out in the applicable Benefit Plans.

#### 1.03 Definition of Dependent for Group Insurances

Eligible dependents shall include:

- a) spouse who is a person married to the insured employee; or if not married to the insured employee, cohabits with such employee in a continuing conjugal or same sex relationship and resides in the same country in which the insured employee resides;
- b) children under twenty-one (21) years of age who are unmarried, not employed in full-time work;
- c) unmarried children between twenty-one (21) and twenty-five (25) years of age and in full-time attendance at an educational institution or on vacation there from; and
- d) children twenty-one (21) years of age and over, mentally or physically infirmed and who are dependent.

\* Child includes birth child, step or foster child of the employee or spouse, legally adopted child or child under legal guardianship.

#### 1.04 Employee Benefit Plans Specifications

Notwithstanding Article 21 it is recognized that the details of the benefits are provided here for the purposes of information and that the complete terms and conditions of the Benefit Plans will be set out in detail during the term of this agreement.

This Appendix summarizes benefits coverage but does not replace the official plan documents. If there is a difference between this information and the official plan

document, whichever is of greater benefit to the employee will prevail (excluding errors/omissions).

#### 1.05 Extended Medical Care

The Employer shall pay one hundred percent (100%) of the monthly premiums for the Extended Medical Care including but not limited to Extended Health Care, Semi-Private Hospital Insurance and Vision Care Plan to the Insurance Carrier.

Coverage for employees under this plan commences on the 1<sup>st</sup> day of the calendar month following the date of employment.

The Extended Health Care and Semi-Private Hospital Insurance Plan provides for the reimbursement of one hundred percent (100%) of the cost of prescription drugs, i.e. not available over the counter, one hundred percent (100%) of the cost of semi-private hospital accommodation and one hundred percent (100%) of the cost for the following services:

- Charges for accommodation in a licensed chronic care or convalescent hospital up to twenty dollars (\$20.00) per day and limited to one hundred and twenty (120) days per benefit year.
- Charges up to ten dollars (\$10) per day to a maximum of one hundred and twenty (120) days during the life of this agreement for care in a licensed private hospital when prescribed by the attending physician in writing.
- Admittance to a hospital for diagnosis as an in-patient, out-patient or for emergency purposes.

#### 1.06 Clinical Psychologist, Social Worker and Psychotherapist

Charges for the following expenses when not covered by any Government agency, will be paid at one hundred percent (100%).

Payment for services of a registered clinical psychologist, a registered psychotherapist, and a registered social worker up to three thousand dollars (\$3000) combined maximum each calendar year per plan member, spouse and dependent.

#### 1.07 Miscellaneous Medical Expenses

Charges for miscellaneous medical expenses, when not covered by any government agency, will be paid at ninety percent (90%), including but not limited to the following services:

##### a) Paramedical Payments:

Paramedical payments for massage therapy when administered by a registered masseur/masseuse. In addition, paramedical payments for speech therapy,

physiotherapy, occupational therapy, osteopathy, podiatry, chiropody, naturopathy (including homeopathy) chiropractic, dietician, nutritionist, and acupuncture. Paramedical payments will be limited to twelve hundred and fifty dollars (\$1250) and effective January 1, 2022 one thousand five hundred (\$1500) combined maximum each calendar year per plan member, spouse and dependent. Treatment will be by registered professionals and will be governed by existing legislation for health professionals. A prescription is not required for any paramedical treatments/therapy.

b) Devices:

Purchase or rental of standard-type wheelchair (electric powered wheelchair must be a medical necessity) and will include the cost of the initial battery, hospital bed, crutches, cane, walker, oxygen set, respirator, needles, syringes, testape, lancets, glucometers for diabetes, and aero-chambers. Effective January 1, 2022 coverage will also include mechanical or hydraulic patient lifter - stair/chair lifts, bed assist rails, and medical grab bars.

Purchase of artificial limbs, eyes, splints, trusses, casts, cervical collars, braces, catheters, urinary kits, external breast prosthesis, ostomy supplies, corrective prosthetic lenses and frames (once only per person), wigs following chemotherapy (once only per person) and for juvenile Alopecia.

c) Travel/Medical fees:

Payment for professional services of a physician where permissible by law and incurred while the person is traveling or temporarily residing outside his or her province of domicile when the physician's fees are over the medical association fee guide and are not greater than what would be paid in the province of domicile.

d) The Vision Care Plan provides:

Coverage up to five hundred twenty dollars (\$520) maximum every 24 consecutive months per each adult employee, spouse and dependents; twelve (12) months for children eighteen (18) years of age or under for:

- eyeglasses (frames and/or lenses including contact lenses), and/or replacement glasses prescribed as a result of an eye examination by a licensed medical doctor, ophthalmologist or optometrist and purchased while coverage is in force. This benefit may also be used for charges incurred to repair existing glasses (frames and/or lenses).
- optometry eye examinations including glaucoma visual field test not covered by the Provincial Health Plan
- Coverage for intraocular lens (IOL) or prescription contacts or glasses required after cataract surgery

Coverage for laser eye surgery to a maximum of seven hundred and fifty dollars (\$750) and effective January 1, 2022 nine hundred (\$900) per eye on a once only basis.

e) Custom made footwear:

Custom-made orthotic insoles up to a maximum of five hundred dollars (\$500) per calendar year.

Custom-made orthopedic shoes two (2) pairs per calendar year, to a maximum of eighteen hundred dollars (\$1800) per pair, with a prescription from a Physician or documentation from a certified Orthotist. Repeat prescriptions/documentation is not required to obtain replacement orthopedic shoes for permanent conditions.

f) Private Nursing:

- Private nursing duty when prescribed by the attending physician in writing and with prior approval of the plan carrier.

g) Hearing:

- Hearing aids including digital and cochlear implants, are subject to a maximum rate every three (3) years as follows:

| Effective:   | 01Jan2017 –<br>31Dec2021 | 01Jan2022 |
|--------------|--------------------------|-----------|
| Hearing aids | \$1,250                  | \$1,500   |

And in addition, up to five hundred (\$500) for batteries annually.

- Battery charger and associated fees for cochlear implants at one thousand (\$1000) every 5 years

h) Insulin Pump

- Purchase of an insulin pump on a one-time only basis to a maximum of one thousand two hundred and fifty dollars (\$1250).
- The maximum annual allowance for sensors for insulin dependent and non-insulin dependent is one thousand-five hundred dollars (\$1500).

i) CPAP / BIPAP

- Purchase of a CPAP or BIPAP (sleep apnea) to a maximum of seven hundred fifty dollars (\$750.00) once every three (3) years
- Annual allowance for CPAP/BIPAP equipment at fifty dollars (\$50.00)

j) General

- Professional ambulance services (the difference between the government agency allowance and the customary charge).

- Oxygen and its administration.
- Bandages or surgical dressing, blood transfusions, radium and radio-isotope treatment.
- Dental care when necessitated by a direct accidental blow to the mouth. Plan Carrier must be notified immediately, and treatment must commence within ninety (90) days of the date of the accident.
- Prostate specific antigen (PSA) test to a maximum of fifty dollars (\$50) annually.
- Oral cancer screening to a maximum of twenty-five dollars (\$25) annually.
- Coronavirus COVID-19 vaccine

k) Receipts:

If an expense is denied by the Insurance Carrier, the original receipt will be returned to the employee at their request.

## **GROUP LIFE INSURANCE PLAN**

### 2.01 Basic Life Insurance

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

The basic life insurance plan shall provide:

- coverage equal to one times the employee's basic annual salary; adjusted, if necessary, to the next higher multiple of five hundred dollars (\$500) if not already at a multiple of five hundred dollars (\$500).

### 2.02 Optional Life Insurance

Optional life insurance may be increased by an additional either one (1) or two (2) times the employee's basic annual salary or equivalent to either two (2) or three (3) times the employee's basic salary adjusted, if necessary, to the next higher multiple of five hundred dollars (\$500) subject to a maximum of three hundred and thirty thousand dollars (\$330,000).

The amount of life insurance (basic and/or optional) will be adjusted with changes in the employee's salary from the date of approval of the increase or the effective date; whichever is later.

Employees become eligible for this benefit on the first day of the month following the date of hire. If an employee does not choose the optional life insurance within thirty (30) days of originally signing the application, "Proof of Insurability" acceptable to the Insurance Carrier will be required.

### 2.03 Termination of Life Insurance

Life insurance coverage will terminate on the earliest of the following dates:

1. The date of termination of employment.
2. The earlier of retirement or the attainment of age 65.
3. The end of the period for which the last premium is paid to the carrier of the Employer's insurance.
4. The date of termination of the policy.

**NOTE:** Those employees who remained on the insurance plan in effect prior to October 1, 1972, will receive coverage in accordance with that plan. However, the full premium for coverage of "one times annual salary" shall be paid by the Employer.

### 2.04 Optional Dependent Life Insurance

Dependent's life coverage of \$10,000 for spouse and \$5,000 for each dependent child is as defined in Section 2 of this Appendix.

Employees become eligible for this benefit on the first day of the month following date of hire.

### 2.05 Termination of Dependent Life Insurance

Dependents' coverage ceases from date the employee terminates his employment with the Employer, retirement or attainment of age 65 whichever occurs first. Coverage for dependent child ceases when the child no longer meets the definition set out in Section 2 of this Appendix.

The spouse may convert upon the termination of service or the death of the employee, an amount up to \$2,000 of any other form of insurance except term, at the prevailing rates for the spouse's age. No medical examination is required provided that application, for conversion, is made to the Insurance Carrier within thirty (30) days from date of death or termination.

#### Conversion Provisions on Life Insurance

On termination of employment, an employee may apply to the Insurance Carrier for any type of insurance (except term) within thirty (30) days from the date of termination. The employee will not be required to undergo a medical examination and the cost of coverage will be based on the prevailing rates and the age of the employee.



## 2.06 Employee Accidental Death & Dismemberment (AD&D)

An employee under age 65 shall be covered twenty-four hours a day for insurance equal to one times annual salary, but in no event more than \$ 300,000.

An employee will become eligible for this coverage on the first day of the month following hire.

The premiums for this coverage shall be paid one hundred percent (100%) by the Employer. Accidental Death & Dismemberment Insurance Benefit ceases on the date the employee terminates their employment with the Employer, attains age 65, or on the date of their retirement, whichever occurs first.

Full insurance is paid for loss of life, certain multiple limb losses and quadriplegia; proportionate amounts for loss of limbs, paraplegia, hemiplegia, loss of sight, speech and hearing. Loss means complete and irrevocable loss or with reference to limbs complete and irrevocable loss of use, not requiring complete severance of limb.

## 2.07 Travel Insurance

An employee shall be covered for seventy - five thousand dollars (\$75,000) group travel insurance in case of accidental death while traveling on Board business. Specified fractional sums are paid for dismemberment.

An employee is eligible for coverage under this Plan when employed on a job requiring travel on Board business.

The premiums for this Plan will be paid one hundred percent (100%) by the Employer.

## 2.08 Dental Insurance Plan

1. The Employer agrees to provide a Dental Insurance Plan covering probationary and permanent employees and their dependants commencing the first day of the month after date of hire.
2. The cost of premiums for Dental Insurance will be borne by the Employer in accordance with the Collective Agreement.
3. Enrollment in the Plan is mandatory. Notwithstanding this, an employee may elect to waive coverage under this Plan if covered for dental benefits under another plan, and proof of such coverage is provided. Such employee will enroll in this Plan when coverage under the other Plan ceases. Coverage will commence on the first day of the month next following the date coverage under the other Plan ceases.
4. Coverage for an employee and his dependents ceases on the last day of the month in which employment terminates.
5. Listed below are the dental services covered under this Plan.

(a) Dental

- (i) Employees will be reimbursed one hundred percent (100%) for all basic covered service in accordance with the current Ontario Dental Association Fee Schedule as may be amended from time to time unless a specialist referral is required and, in such case, the benefit paid is the amount of the specialist fees. *(includes Endodontist, Oral Surgeons, Pediatric Dentist, Periodontists)*
- (ii) Major restorative 50% co-insurance, \$4,000 maximum annually and effective January 1, 2022 the annual maximum will be \$4,120. Treatment plans will be limited to the cost of the alternative procedure(s) that would provide a professionally adequate result should the employee choose to proceed with the procedure(s) outside of the current dental codes. The procedure(s) to be used is at the employee's discretion. However, implants will be covered under this provision to the maximum annual allowance.
- (iii) Orthodontics 50% co-insurance, \$4,500 lifetime maximum and effective January 1, 2022, the lifetime maximum will be \$4,800.
- (iv) The Employer will pay one hundred percent (100%) of the premiums for this plan.

Covered Dental Services

|                             | Procedure Codes<br>(inclusive) |
|-----------------------------|--------------------------------|
| - Clinical Oral Examination | 01110-01400                    |

Radiographs

|                                    |                            |
|------------------------------------|----------------------------|
| - Intra Oral Films                 | 02100-02144                |
| - Extra Oral Film                  | 02201-02600                |
| - Cephalometric Films              | 02701-02800<br>02920-02930 |
| - Tests and Laboratory Examination | 04100-04400                |
| - Case Presentation                | 05100-05200                |

NOTE

In any 6-month period, 1 oral examination and bitewing radiographs are covered.

In any 36-month period, 1 complete oral examination and full series of radiographs are covered.

### Preventative Services

- Dental Prophylaxis 11100-11300  
(only once every 6 months)
  
- Fluoride Treatment 12400
- Other preventative services 13200-13210  
  
(only once every 6 months)

### Restorative Services

- Amalgam Restorations 21101-21225
- Retentive Pins 21301-21305
- Silicate Restorations 2101-22102
- Acrylic or Composite  
  
Restorations 23101-23223

### Endodontic Services

- Pulp Capping 31100-31110
- Pulpotomy 32201-32211
- Root Canal Therapy 33100-33420
- Apexification 33501-33514
- Periapical Services 34101-34212
- Root Amputation 34401-34402
- Other Endodontic Procedures 39100-39120
- Hemisection 39210-39300
- Intentional Removal, Apical Filling  
and Reimplantation 39501-39600
  
- Emergency Procedures 39901-39985

### Periodontal Services

- Non-Surgical Services 41100-41300
- Surgical Services 42001-42500
- Adjunctive Periodontal  
  
Services 43200-43600

### Other Services

- Denture Adjustment  
(minor - after 3 months from insertion) 54250

- Denture Repairs 55101-55104  
55201-55204  
5520,55530,  
55570
- Denture rebase and/or relining 56200,56201  
56210,56211  
56220,56221  
56230,56231  
56260,56261  
56262,56263  
56270,56271  
56272,56273

### Surgical Services

- Removal of Erupted  
Tooth Uncomplicated 71101-71111
- Surgical Removal 72100-72240
- Removal of Residual Roots 72310-72320
- Surgical Exposure of Tooth 72410-72412
- Transplantation of a Tooth 72430
- Surgical Repositioning  
of a Tooth 72440
- Enucleation of an unerupted  
tooth and follicle 72450
- Alveoloplasty 73100-73110
- Gingivolplasty and/or  
Stomatoplasty 73119-73120
- Osteoplasty 73133-73141
- Surgical Excision 74108-74409
- Surgical Incision 75100-75110
- Fractures 76198-76951
- Frenectomy 77800-78110
- Miscellaneous 79104-79604
- Adjunctive General Services 91110
- General Anaesthesia 92110-92120  
92201-92340
- Professional Consultation 93100
- Professional Visits 94100,94200  
& 94400
- Drugs 96100 & 96101

## **ORTHODONTICS**

### Orthodontic(s)

80000, 80600, 80610, 80611, 80620, 80621, 80622,  
80630, 80640, 80650, 80700, 81100, 81101, 81102,  
81105, 81106, 81107, 81108, 81110, 81111, 81112,  
81113, 81115, 81116, 81117, 81120, 81123, 81124,  
81125, 81126, 81127, 81128, 81130, 81131, 81132,  
81133, 81140, 81161, 81162

### Space Maintainer

81200

### Orthodontic(s)

81201, 81202, 81203, 81204, 81205, 81206, 81207,  
81208, 81209, 81210, 81211, 81212, 81213, 81214,  
81215, 81216, 81217, 81218, 81219, 81220, 81221,  
81222, 81223, 81250, 81251, 81252, 81253, 81261,  
81291, 81292, 82045, 82050, 82100, 82101, 82102,  
82108, 82200, 82201, 82202, 82300, 83100, 83111,  
83112, 83200, 83201, 83202, 83220, 84000, 84100,  
84101, 84200, 84201, 84300, 84301, 84400, 84401,  
84410, 85100, 85101, 85200, 85201, 85300, 85301,  
86101, 86201, 86301, 87100, 87101, 87200, 87201,  
87300, 87301, 88100, 88101, 88200, 88201, 88300,  
88301, 89100, 89101, 89200, 89201, 89300, 89301,  
89500, 89520, 89530, 89550, 89560, 89570, 89580

## **PROSTHODONTIC PROCEDURES**

### Inlays and Onlays

24200 to 24203, 24300, 25100, 25111 to 25114, 25120 to 25124, 25130 to 25134,  
25141 to 25144, 25200, 25300, 25400, 25500, 25511, 25521, 25530, 25531,  
25600 to 25605, 25711 to 25713, 25721 to 25724, 25731 to 25733, 25741 to  
25743, 25751, 25752, 26100, 26200, 26500, 26600, 26650, 26700, 26701, 26800,  
26801

Crowns and repairs to crowns, other than preformed stainless steel crowns which are described as a type B eligible expense.

21301, 21421, 21422, 21423, 22401, 22410, 22411, 22420, 22501, 22510, 22511,  
22520, 23601, 24101 to 24104, 27100, 27110 to 27114, 27120 to 27122, 27130,  
27131, 27140, 27200, 27201, 27202, 27210, 27211, 27212, 27220, 27222, 27230,  
27300 to 27302, 27310 to 27313, 27320, 27401, 27409, 27420 to 27425, 27500 to  
27502, 27601 to 27603, 27610, 27620, 27640, 27699, 27700 to 27703, 27710 to

27712, 27721, 27722, 27800, 27801, 27809, 27810, 28101, 28102, 28211, 28212, 29100 to 29103, 29109, 29200, 29300 to 29303, 29309, 29600, 29610, 29700, 29900

### Repair of Bridges or Dentures

#### Repair of Dentures

54200 to 54202, 54209, 54250, 54300 to 54304, 54401 to 54403, 54501 to 54503, 55100 to 55106, 55200 to 55204, 55301, 55302, 55400 to 55403, 55500 to 55502, 55509 to 55512, 55520, 55521, 55524, 55525, 55529 to 55531, 55534, 55535, 55539, 55570, 55600 to 55602, 55610 to 55612, 55700, 55800, 55810

#### Repair of Bridges

63001, 63002, 63009, 66100, 66111 to 66113, 66119, 66200, 66211 to 66214, 66219, 66300 to 66303, 66309, 66400, 66500, 66600, 66601, 66603, 66609, 66610, 66612, 66613, 66619, 66620, 66700, 66701, 66710, 66711, 66719, 66721, 66731, 66739

### Rebase or Reline of an existing partial or complete denture

56110, 56121, 56200, 56201, 56210 to 56213, 56220 to 56223, 56230 to 56233, 56240 to 56243, 56250 to 56253, 56260 to 56267, 56270 to 56273, 56275, 56300, 56311 to 56313, 56321 to 56323, 56331 to 56333, 56342, 56343, 56400, 56411 to 56413, 56511 to 56513, 56521 to 56523, 56601, 56602

### Prosthodontic services: construction and insertion of bridges or standard dentures (once every 5 years)

#### Dentures

51100 to 51104, 51110, 51120, 51200 to 51202, 51204, 51210, 51220, 51300 to 51303, 51310, 51320, 51400 to 51402, 51410, 51500 to 51503, 51600 to 51603, 51610, 51620, 51700 to 51703, 51801 to 51803, 51900, 51910, 51920, 52100 to 52103, 52110 to 52113, 52120 to 52123, 52200 to 52202, 52210 to 52212, 52220, 52221, 52230, 52231, 52300 to 52303, 52310 to 52313, 52320, 52321, 52400 to 52403, 52410 to 52413, 52420, 52500 to 52503, 52510 to 52513, 52520, 52525, 52530, 52531, 52535, 52600, 52601, 52610, 52611, 52620 to 52622, 52630 to 52632, 52700, 52710, 52800, 52900, 52910, 53101 to 53104, 53111 to 53113, 53201 to 53203, 53205, 53211 to 53213, 53215, 53301, 53302, 53401 to 53403, 53501 to 53503, 53611 to 53613, 53621 to 53623, 53701 to 53704, 53711 to 53713, 57201, 57202, 57205, 57402, 58200, 58201, 58210, 58400

## Bridges

60700, 62000, 62100 to 62103, 62110, 62200, 62300, 62400, 62500 to 62502, 62510, 62600, 62700 to 62703, 62711, 62800, 62801, 62900, 63300, 64101, 64102, 64201 to 64204, 64209, 64550, 64740, 64750, 65200, 65300, 65400, 65500, 66800, 67100 to 67102, 67110, 67121, 67129, 67131, 67139, 67200 to 67202, 67210, 67211, 67301, 67310, 67311, 67321, 67322, 67331, 67341, 67400, 67410, 67420, 67500 to 67502, 67600, 68100, 69100, 69101, 69201, 69300 to 69305, 69400, 69500, 69600, 69610, 69620, 69630, 69700 to 69705, 69710

## Examples of Expenses Not Covered

- Expenses incurred for cosmetic purposes.
- Expenses for services received because of dental injury for which you or your insured dependents are entitled to receive payments under the Workplace Safety & Insurance Act.
- Any dental expenses covered by any other government plan.
- Expenses resulting from an act of war or hostilities.
- Expenses paid under any other insurance plan.
- Any service covered in whole or in part by OHIP.
- Dental charges for other than the defined services.

## APPENDIX 3

### LANGUAGE PROFICIENCY LEVELS AND PAYMENT

#### “B” LEVEL OF PROFICIENCY

##### READING

This level requires the capacity to read and grasp the meaning of all correspondence including lay and medical reports related to the position and most other related reading, with minimal vocabulary problems. Some specialized vocabulary may not be understood exactly but with repeated exposure will be learned.

##### Examples:

- reviewing thoroughly the employer's, employee's and doctor's reports to assess the validity of a claim.
- reading briefs and documents submitted by outside groups or agencies.

##### WRITING

This level requires the ability to write detailed letters and reports related to the position and to most other situations with few grammar and spelling problems.

##### Examples:

- writing letters to Union representatives, MPP's etc. regarding claim status.
- written explanation of assessment costs.
- writing referral letter for worker to specialist giving medical history.

##### ORAL INTERACTION

This level requires the ability to comprehend the average conversation or speech with minimal difficulty. The employee is able to participate fully in most conversations with minimal vocabulary problems. There may be some hesitation or trace of the mother tongue when speaking but these will be acceptable to Francophone listeners.

##### Examples:

- taking a detailed statement from an injured worker over the phone or in person.
- giving speeches to local interest groups and answering questions.
- conducting meetings with outside groups.



## “C” LEVEL OF PROFICIENCY

### READING

This level requires the capacity to grasp the general meaning of routine correspondence in order to direct it to the appropriate area.

#### Examples:

- sorting or coding mail.
- reviewing accident reports received in person to ensure that the form has been completed.

### WRITING

This level requires the ability to write standard (from prepared text) letters related to the position with only occasional problems in grammar and spelling. Correspondence varying from the standard reply will need review prior to mailing.

#### Examples:

- returning worker's prescription receipts requesting further information.
- sending the worker a photocopy of the claim file with a covering letter.
- writing basic instructions or simple directions upon request.

### ORAL INTERACTION

This level requires the ability to understand discussions about familiar or routine subjects with only occasional difficulty.

The employee is able to converse about familiar subjects but will make occasional grammar mistakes. The employee will perform best in a one-to-one situation and will be able to take part in some group discussions.

#### Examples:

- answering inquiries at a reception desk.
- answering telephone inquiries.

### Language Payment

1. When an employee is authorized to use a language other than English during the course of their employment, they will be compensated on the following basis:
  - (a) Their position has not been identified as requiring the second language, at the rate of twelve dollars (\$12) per hour for all such authorized work time. Payment will be made

for units of fifteen (15) minutes or more and processed upon accumulation of one hour or more.

- (b) Their position has been identified as requiring a second language, they will be paid an annual payment on a level per skill required (reading, writing and oral interaction) of six hundred dollars and fifty (\$650) per skill at the "B" level or three hundred and twenty-five dollars (\$325) per skill at the "C" level.
- (c) The employee will receive the language bonus payment in installments that will be added to the employee's regular bi-weekly deposits.

2. The language bonus will not be paid where an employee does not work in a bilingual position due to:

- working in a non-bilingual position (including temporary assignments);
- or absences due to:
  - pregnancy/parental leave,
  - long-term disability (LTD),
  - unpaid leaves of absence under Articles 16 or 17.06,
  - or any other unpaid or unauthorized absences.

(a) The language payment with respect to absences due to short term disability (STD) shall also be calculated by dividing by 20.83 and rounding down to determine the number of months the employee was absent due to STD. Employees absent due to short term disability (STD) who qualify for the language payment will receive seventy-five percent (75%) of the payment for the period of time those months they did not work due to the receipt of STD benefits, unless they topped-up their STD to one hundred percent (100%) in accordance with section 1.02 of Appendix 1 of the Collective Agreement, in which case they will receive one hundred percent (100%) of the language payment. The language payment, however, will be fully reduced for absences in which a disability is claimed but STD is denied due to a lack of STD credits or insufficient medical evidence to support the absence.

(b) The language payment shall be paid with respect to absences covered by the paid leaves of absence under Article 17, but the Union shall reimburse the Employer for the language payment amounts with respect to leaves of absence under Article 17.03.

(c) Employees shall receive the full language payment for absences covered by vacation, flex, time-in-lieu or wellness.

(d) Part-time employees shall receive a pro-rated bonus based on the percentage of full-time hours that they work.

3. This provision does not apply to any position, the core function of which is work in a language other than English.

**APPENDIX 4**

**RECOGNITION (Inclusion / Exclusion)**

**New or Modified Non-Bargaining Unit Job**

|                                |       |                             |       |
|--------------------------------|-------|-----------------------------|-------|
| <b>Job Title</b>               | _____ | <b>Date Sent</b>            | _____ |
| <b>Expected # of Positions</b> | _____ | <b>Exemption Criteria #</b> | _____ |
| <b>Salary Grade</b>            | _____ | <b>Division</b>             | _____ |

**Compensation Representative** \_\_\_\_\_  
**Notification under Article 1.05**

Please be advised that the attached job description represents a new non-bargaining unit job, a modified non-bargaining unit job or a current bargaining unit position that is to be excluded from the bargaining unit. In the case of a modified job both the original and new job descriptions will be provided. The modifications and/or the reasons for the exclusion are indicated below.

This opinion does not limit the Employer’s ability to expand arguments for exclusion to criteria not indicated or listed in this document.

Exclusion criteria;

1. The job requires a member of the architectural, dental, land surveying, legal or medical profession entitled to practice in Ontario and the position requires the incumbent to be employed in such a professional capacity.
2. The job requires the incumbent to exercise managerial functions.
3. The job requires the incumbent to work in a confidential capacity in matters dealing with labour relations.
4. A person who has duties or responsibilities that constitute a conflict of interest with their being members of a bargaining unit.
5. An increase in complement of positions currently in the non-bargaining unit.
6. There is an agreement between the Employer & the Union that has addressed this exemption.
7. Other reasons for exclusions or the modifications to the job are: (specify)

## APPENDIX 5

### WORK FROM HOME PROGRAM



#### Guidelines:

In recognition of the changing nature of the work performed, opportunities to enhance work practices have been and will continue to be identified. Included in these are the mutual gains made by having employees in certain job classifications work on a regular basis in their home and away from the “normal” office setting.

#### Health & Safety Inspection Checklist

The following items will be inspected:

| Walking Surface           | Yes | No | Correction Needed (if any) |
|---------------------------|-----|----|----------------------------|
| No tripping hazards       |     |    |                            |
| Cords anchored or covered |     |    |                            |
| No slip hazards present   |     |    |                            |

| Furniture / Office Equipment   | Yes | No | Correction Needed (if any) |
|--|-----|----|----------------------------|
| Properly assembled and ergonomically correct (e.g. chair & work surface) |     |    |                            |
| In good working condition  |     |    |                            |
| Secure from tipping  |     |    |                            |
| Workspace not cluttered  |     |    |                            |

| Bookcases / Shelves / Cabinets | Yes | No | Correction Needed (if any) |
|--------------------------------|-----|----|----------------------------|
| Secured from tipping           |     |    |                            |
| Drawers open one at a time     |     |    |                            |
| Cabinets not overloaded        |     |    |                            |

| Other             | Yes | No | Correction Needed (if any) |
|-------------------|-----|----|----------------------------|
| Lighting adequate |     |    |                            |

|  |  |  |  |
|--|--|--|--|
| Electric cords/outlets in good condition |  |  |  |
| Fire extinguisher                        |  |  |  |
| First aid kit                            |  |  |  |

| Relevant Policies          | Employee Initial | Manager Initial |
|----------------------------|------------------|-----------------|
| Health & Safety            |                  |                 |
| Travel & Business Expenses |                  |                 |
| Privacy                    |                  |                 |
| Other as Required          |                  |                 |

Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
 Manager: \_\_\_\_\_ Date: \_\_\_\_\_

**Work from Home Expenses**

The Employer will provide employees with all necessary equipment to satisfactorily perform their role within the Work from Home program. The Employer will also be responsible for repair, maintenance, and installation of this equipment. In addition, the Employer will be responsible to provide employees with all necessary supplies. Upon exiting the Work from Home program the employee must return all equipment to the Employer.

**Travel Expenses**

- An employee participating in the WFH will be eligible for travel expenses from their home office work base in keeping with the Collective Agreement.
- It is not the intent of this program to require the Employer to absorb expenses for the normal commuting cost of employees to their reporting office.
- Participation in the WFH does not constitute a change in the reporting office location.

## APPENDIX 6

### INFORMATION TECHNOLOGY CENTRE (ITC)

#### ITC Market Value

##### 1. Temporary Market Differential:

The parties recognize that business and economic conditions may create situations wherein existing pay rates and schedules are insufficient for the attraction and retention of certain key information technology skills required to achieve business outcomes.

In these situations, the Union and Employer will meet to discuss when the Employer will designate a temporary differential that is paid in addition to an employee's current salary until such time that the skill is no longer in short supply. The differential will apply as follows:

- Job incumbents according to specific skill set, if any, will receive the same temporary differential in pay, however,
  - An employee, at the time of consideration must not be the recipient of any documented progressive discipline on the Human Resources file.

#### Hours of Work

Consistent with Article 7, normal hours of work for employees are thirty-six and one-quarter (36.25) hours per week and seven and one-quarter (7.25) hours per day.

##### 2. Stand-by Time

"Stand-by time" means a period of time that is not a regular working period during which an employee remains available for immediate recall to work.

Normally, stand-by time will be approved in writing and such approval will be given prior to the time the employee is required to stand-by.

In the event an employee is not required to work (Example: shift cancelled, or employee is sent home before the end of their regular shift) due to events beyond the Employers' control, the employee will be paid straight time pay for full seven and one quarter (7.25) hours.

When recalled to work, time will be paid for at the rate of 1.5 times for all hours worked prior to the next scheduled shift. Travel and/or accommodations will be provided for shifts outside of the regular schedule.

### 3. On-call Time

“On-call time” means a period of time during which an employee remains available to work as requirement of their job and will receive a premium as follows:

- On call employees will be entitled to thirty dollars (\$30) per day during weekdays and forty dollars (\$40) for each regular day off.

On-call will start at the normal stopping time of the workday and will end at the regular starting time of the next working day.

In addition, designated on-call employees will be paid a minimum of one hour at the applicable overtime rate or time in lieu (Article 7) for each hour outside normal working hours in which they receive one or more calls.

If an on call employee is called back to work and receives a minimum of four (4) hours pay at the applicable overtime rate then this overtime premium pay is substituted for the on call premium for that particular day.

### 4. Emergency:

The ITC may be called upon to address an emergency (sudden unexpected event). The Employer may undertake arrangements regarding the allocation of hours of work other than that specified in the Collective Agreement. This means that in these emergency situations, based on skill set a more senior employee may be bypassed in favour of a less senior employee for a particular extraordinary short term need monitored by the Union and Employer.

## **Special Provisions**

At either party's request, the Union and the Employer will meet with the intent of reaching agreement in good faith regarding any special provisions that may be necessary to meet business needs and employee needs beyond those contained in the Collective Agreement.

**APPENDIX 7**

**Flexible Work Arrangement (FWA) Proposal**

|                        |  |
|------------------------|--|
| <b>Date:</b>           |  |
| <b>Name:</b>           |  |
| <b>Position:</b>       |  |
| <b>Seniority date:</b> |  |
| <b>Submitted to:</b>   |  |

Proposal: Work Week

I acknowledge that I have read Article 25.03 of the Collective Agreement specific to Flex Work Arrangements. Enclosed is my proposal for consideration of a FWA schedule in keeping with Article 25.03.

Check here if:

|                          |  |
|--------------------------|--|
| <input type="checkbox"/> | This is a renewal of an existing arrangement <b><u>with no change</u></b> to the day off, or the frequency of days off |
|--------------------------|--|

Please number the following options in order of preference.

| #                        | Flex Work Arrangement                               | Extend Work Time<br><i>[includes 7.25 hour work day + Statutory Days]</i> |
|--------------------------|---|---|
| <input type="checkbox"/> | 14 days to attain the 15 <sup>th</sup> day off work | 30 minutes  |
| <input type="checkbox"/> | 9 days to attain the 10 <sup>th</sup> day off work  | 47 minutes  |

**Other:**

|                          |   |
|--------------------------|---|
| <input type="checkbox"/> | I am already on a FLEX plan and request to be accommodated in my choice of one of the two options |
| <input type="checkbox"/> | I am not currently on a FLEX plan and this is a new proposal                                      |

**Regular Hours**

I understand as outlined in Article 25.03(g) of the Collective Agreement, termination or temporary suspension of the arrangement may occur at which time I would revert to my current regular hours of work as follows:

|             |              |
|-------------|--------------|
| Start Time: | Finish Time: |
|-------------|--------------|



Employee: \_\_\_\_\_ Date: \_\_\_\_\_  
 Manager: \_\_\_\_\_ Date: \_\_\_\_\_  
 Assistant Director: \_\_\_\_\_ Date: \_\_\_\_\_  
 Director: \_\_\_\_\_ Date: \_\_\_\_\_

**Proposed Schedule Please note requested days off are subject to availability**

Schedule for the workweek as follows:

- Indicate which day will be the proposed flex day (ex: 5/4 or 15/14 FWA's)

| Week 1    | Start | 1st Break | Lunch | 2nd Break | Finish |
|-----------|-------|-----------|-------|-----------|--------|
| Monday    |       |           |       |           |        |
| Tuesday   |       |           |       |           |        |
| Wednesday |       |           |       |           |        |
| Thursday  |       |           |       |           |        |
| Friday    |       |           |       |           |        |

| Week 2    | Start | 1st Break | Lunch | 2nd Break | Finish |
|-----------|-------|-----------|-------|-----------|--------|
| Monday    |       |           |       |           |        |
| Tuesday   |       |           |       |           |        |
| Wednesday |       |           |       |           |        |
| Thursday  |       |           |       |           |        |
| Friday    |       |           |       |           |        |

| Week 3    | Start | 1st Break | Lunch | 2nd Break | Finish |
|-----------|-------|-----------|-------|-----------|--------|
| Monday    |       |           |       |           |        |
| Tuesday   |       |           |       |           |        |
| Wednesday |       |           |       |           |        |
| Thursday  |       |           |       |           |        |
| Friday    |       |           |       |           |        |

**Planned Absences: Vacation and/or Planned Wellness Credits**

It is understood that the normal credit of 7.25 will be deducted plus the additional time of:

- 30 minutes for a schedule of 15 over 14  
 47 minutes for a schedule of 10 over 9

\*FWA's may be suspended during full weeks of vacation resulting in the normal credit deduction of 36.25 hours per week.

### **Allocation of tasks**

On the scheduled days off work, I will ensure:

- My manager and I have identified a person or persons in the same position as mine to cover me.
- Voice mail is updated to reflect my absence, who and how calls will be handled.
- The email out of office agent is enabled to reflect my absence, who is covering, including the covering party's telephone number for contact.
- The YES database is updated to reflect my absence.

## APPENDIX 8

### CAREER PROGRESSION

#### Job Family, Job Library, Individual Development Plans

##### Preamble:

The statement of intent for Article 5 of the Collective Agreement recognizes the value of its employees to the organization. The Employer also recognizes the shared knowledge, skills and abilities within a grouping of jobs and the principle of internal skill development for succession planning as an important ingredient to attaining business goals.

### JOB FAMILIES

#### Job Family Committee:

The parties will meet quarterly each year to update and maintain job families.

If a salary grade, significant change or the elimination of a job occurs for any of the job families the parties agree to make all reasonable attempts to establish a replacement job family option(s).

The parties may recommend job families for preliminary and qualified candidate status in the following categories:

- i. Promotional
- ii. Lateral (one way & reciprocal)
- iii. Cross-over [*Example: Employer Services and Operations*]

A job family does not include the ability to permanently or temporarily split employees between jobs without mutual agreement with the Union and Employer. The provisions of Article 5 and 6 of the Collective Agreement apply.

Employees with a preliminary candidate job family match will be exempt from the objective competency test (OCT) selection tool.

The job family listing will be posted on the Employer's Intranet (e.g. CONNEX).

Where the employer determines the need to fill a position each vacancy will be posted in accordance with Article 5 of the Collective Agreement. Permanent Employees within a job family prerequisite position will be considered as preliminary candidates (PC) or qualified candidates (QC) as described in this appendix.

## Qualified Candidate Status & Trial Periods

Permanent employees can gain Qualified Candidate (QC) status as follows:

| Method   | QC Duration   | Trial Period   |
|--|---|----------------|
| Preliminary candidate ( <i>via recruitment screening</i> ) who meets the established threshold of a job competition        | Remains valid for 36 months from date of notification [Article 5.04(b)]     | Applies        |
| Successfully completed the trial period for the posted job on a temporary or permanent basis (including reclassified jobs) | No time limit unless a job has been-significantly changed [Article 5.04(b)] | Does not apply |

**NOTE:** Qualified candidate status would no longer apply if any of the following circumstances exists:

- The job match has been significantly changed under Article 6.
- The employee was involved in a documented, unsuccessful, performance improvement plan in the job. A performance appraisal does not constitute a documented performance improvement plan.
- The employee moved from the previously held job as a result of Article 13.01 (paragraph two regarding non-culpable discipline).
- If during the trial (Article 5.10) period the employee’s performance is unsatisfactory in the opinion of the Employer, the employee will not achieve QC status

### PRELIMINARY CANDIDATE (PC): Job Families

Permanent employees within a job family prerequisite position will be considered as Preliminary Candidates (PC) in accordance with Article 5.

#### Reciprocal

| Job Experience  | PC | Job Experience                  |
|---|----|---------------------------------|
| Customer Service Rep (207)                                  | ↔  | Health Care Payment Rep (207)   |
| Payment Specialist (209)                                    | ↔  | Account Representative (209)    |
| Acct Specialist (211)                                       | ↔  | Eligibility Adj. (211)          |
| Acct Specialist (211)                                       | ↔  | Experience Rating Advisor (211) |
| Compliance Specialist – (Case Management as per 5.03) (213) | ↔  | Case Manager (213)              |

### One way

| Job Experience                 | PC | Job Option  |
|--------------------------------|----|---|
| Nurse Consultant (213)         | ⇒  | Eligibility Adjudicator (211)   |
| Specialist RTW (213)           | ⇒  | Eligibility Adjudicator (211)<br>Case Manager (213)                       |
| Claims Investigator (210)      | ⇒  | NIHL Adjudicator (210)  |
| *Auditor, Employer Audit (212) | ⇒  | Employer Audit Advisor (212)<br>Business Analyst, Employer Accounts (212) |

\* the Auditor, Employer Audit position no longer exists, however former incumbents retain preliminary candidate status as identified above

### Promotional

| Job Experience   | PC | Job Option                    |
|--|----|-------------------------------|
| Health Care Processing Clerk (205)<br>Health Services Referral Clerk (205)                         | ⇒  | Business Centre Rep. (206)    |
| Health Care Processing Clerk (205)<br>Business Centre Rep. (206)                                   | ⇒  | Health Care Payment Rep (207) |
| Business Centre Rep. (206)<br>Claims Registration Rep. (205)<br>Access Review Representative (205) | ⇒  | Customer Service Rep (207)    |
| Travel Specialist (208)  | ⇒  | Account Representative (209)  |
| Payment Specialist (209)   | ⇒  | Collection Specialist (210)   |
| Collection Specialist (210)  | ⇒  | Account Specialist (211)      |
| Customer Service Rep (207)   | ⇒  | NIHL Adjudicator (210)        |
| NIHL Adjudicator (210)   | ⇒  | Eligibility Adj. (211)        |
| Claims Investigator (210)  | ⇒  | Eligibility Adjudicator (211) |

### QUALIFIED CANDIDATE (QC): Job Families

Permanent Employees within a job family prerequisite position will be considered as qualified with a score of the minimum threshold plus 5% in accordance with Article 5. Such employees will be eligible to compete to improve their score in accordance with Article 5.02(a) of the collective agreement and use which ever score is greater.

### One Way

| Job Experience | QC | Job Option |
|----------------|----|------------|
|----------------|----|------------|

|                               |   |   |
|-------------------------------|---|---|
| Account Representative (209)  | ⇒ | Collection Specialist (210)<br>& Account Specialist (211) |
| Eligibility Adjudicator (211) | ⇒ | Case Manager (213)  |

### Reciprocal – Adjudicator / Case Management

| Job Experience  | QC | Job Experience                     |
|---|----|------------------------------------|
| Case Manager (213)  |    | Case Manager, Spec. Services (213) |
| Occupational Disease & Survivor Benefits Policy Adjudicator (213) |    |                                    |

### Reciprocal – Administrative

Employees in the following job classifications will be considered qualified candidates for all listed jobs.

| Job Experience                     | QC | Job Experience                     |
|------------------------------------|----|------------------------------------|
| Document Management Rep. (204)     |    | Claims Registration Rep. (205)     |
| Health Care Provider Clerk (205)   |    | Access Review Representative (205) |
| Health Care Processing Clerk (205) |    | Mail, Courier & Records Rep. (204) |

## STAFF DEVELOPMENT AND PROGRESSION

### Individual Development Plans:

Employees will have access to career development tools through the Employer's intranet. This career development plan could include vocational assessment, career counseling and external education as provided by the tuition assistance plan and interview preparation. The focus is on assisting employees in developing their knowledge, skills and abilities (KSA) in preparation for career advancement opportunities in the WSIB.

## JOB LIBRARY

### Job Selection Preparation

The parties share a common interest to provide all applicants an equal opportunity to prepare for the recruitment/selection process. The job library will be posted on the Employer's Intranet (e.g. CONNEX).

The Employer will make the following available to employees to assist with preparing for a job competition:

- Practice objective competency test (OCT)
- Interview Techniques tutorial

The Employer will also maintain a library of past work samples if utilized and interview questions. Each question will include a marking guideline showing the range of marks.

The library will include selection tools for:

- large incumbency positions and;
- other jobs using an approximate threshold of sixteen (16) incumbents

And will be current normally to within twenty-four (24) months of when the posting closed, unless otherwise agreed to by the Employer and Union. The library shall include the following jobs:

- Business Centre Representative
- Travel Specialist
- Customer Service Representative
- Health Care Processing Clerk
- Access Review Representative
- Claims Registration Representative
- Document Management Representative
- Drug Verification Representative
- NEL Clinical Specialist
- Health Care Payment Representative
- Payment Specialist
- Account Representative
- Account Specialist
- Collections Specialist
- Noise Induced Hearing Loss Adjudicator
- Eligibility Adjudicator
- Case Manager
- Occupational Disease & Survivor Benefits Program Adjudicator
- Case Manager, Specialized Services
- Appeals Resolution Officer
- Stakeholder Compliance Auditor
- Nurse consultant
- Specialist, Return to Work
- Learning & Development Specialist
- Business Analyst-CBA
- Mail, Courier and Records Representative
- Senior Business Analyst
- Senior IT Business Analyst

The Union and the Employer agree that selection tools in the library as of November 1, 2017 will remain as part of the library.

Other jobs may be added or removed with mutual agreement between the Union and Employer.

### **Job descriptions**

The Employer shall maintain an archive of current job descriptions and job descriptions that have been eliminated or changed. The archived job descriptions will be available to employees who may utilize the information to describe the knowledge, skills and abilities gained through WSIB employment when applying to a job posting consistent with Article 5.03.

## LETTERS AND MEMORANDUMS OF AGREEMENT

The following Letters of Agreement and Memorandums of Agreement will remain in force through the term of this Collective Agreement and form part of the Collective Agreement. The Parties will fully action and implement all agreements in good faith.

|  |     |
|--|-----|
| Qualified Candidates Affected Jobs.....  | 177 |
| Bill 124 Protecting a Sustainable Public Sector for Future Generations Act, 2019 .....   | 178 |
| Collision Deductible .....   | 179 |
| Continued Programs .....   | 180 |
| CUPE Member Facilitators.....  | 181 |
| Customer Service .....   | 182 |
| Drug Formulary.....  | 183 |
| Diversity and Inclusion Mentorship program .....   | 184 |
| Eligibility Adjudicator Screening Requirements .....                                     | 186 |
| Educational Equivalency.....   | 187 |
| Account Representative & Account Specialist Security Screening Work Assignments .....    | 188 |
| Employment Security – Prevention.....  | 191 |
| Former Employees .....   | 193 |
| Grievance Audit Committee .....  | 194 |
| Irregular Hours.....   | 196 |
| Learning and Development Specialist (“LDS”) .....  | 197 |
| Learning and Development Subject Matter Expert (“SME”) .....                             | 200 |
| National Standard of Canada, Psychological Health & Safety in the Workplace .....        | 202 |
| Health and Safety – Sedentary Work .....   | 204 |
| Professional Association Fees .....  | 205 |
| Professional Duties .....  | 206 |
| Post-Retirement Benefits .....   | 207 |
| WSIB Recruitment Employee Experience .....   | 210 |
| Shift Bidding .....  | 211 |
| Pilot Program on 2022 Summer Vacation.....   | 212 |
| Tuition Assistance Eligibility .....   | 213 |
| T2200 - Declaration of Conditions of Employment.....                                     | 215 |
| Voluntary Exit (VE) and Salary Continuance .....   | 216 |
| Vacation Credits and Attendance Credits Salary Continuance (Paid Leave of Absence) ..... | 218 |
| Vacation Immediately Prior to Unreduced Pension .....                                    | 220 |
| Work Assignments for Specialists, Return to Work.....                                    | 222 |
| Alternate Hours of Work .....  | 223 |
| Trial Extended Hours of Work.....  | 225 |
| Work from Home (WFH).....  | 227 |
| Work from Home 2021.....   | 229 |
| Workload Committee.....  | 230 |



**Memorandum of Agreement**

Between  
**Workplace Safety & Insurance Board**  
And  
**Ontario Compensation Employees Union/CUPE Local 1750**

**Qualified Candidates Affected Jobs**

The parties agree to grant qualified candidate status in keeping with Article 5.04(b) as follows:

| <b>Affected Job</b>                               | <b>Job Match</b>  |
|---|---|
| Return to Work Specialist (212)                   | Specialist, Return to Work (213)  |
| Work Transition Specialist (212)                  | Specialist, Return to Work (213)  |
| Safety Group Program Consultant (213)             | Health and Safety Validator (213) &<br>Health and Safety Awareness Consultant (213) |
| Small Business Health and Safety Consultant (213) | Health and Safety Validator (213) &<br>Health and Safety Awareness Consultant (213) |
| Workwell Evaluator (213)                          | Health and Safety Validator (213) &<br>Health and Safety Awareness Consultant (213) |

Jobs may be added or removed with mutual agreement of the Union and Employer.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

\_\_\_\_\_  
Lisa Dymond,  
HR Business & Employee Relations

\_\_\_\_\_  
Harry Goslin,  
President, OCEU/CUPE L1750

**Memorandum of Agreement**

**Between:**  
**Workplace Safety & Insurance Board**  
**And**  
**Ontario Compensation Employees Union, (CUPE Local 1750)**

**Letter of Agreement**

**Re Bill 124 Protecting a Sustainable Public Sector for Future Generations Act, 2019**

The parties agree that in the event that the Protecting a Sustainable Public Sector for Future Generations Act, 2019 (Bill 124) is declared unconstitutional, in whole or in part, or is otherwise rendered inoperative, the parties agree to return to the bargaining table to renegotiate all issues affected by Bill 124 including any retroactive adjustments.

The provisions of the Crown Employees Collective Bargaining Act will govern these reopened negotiations.

All non-monetary issues agreed in the Memorandum of Settlement signed on March 19, 2021 will remain in effect.

For the Employer:

For the Union:

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Lisa Dymond,  
Director, HR Business & Employee Relations

---

Harry Goslin,  
President, OCEU/CUPE L1750

**Memorandum of Agreement**

Between  
**Workplace Safety & Insurance Board**  
And  
**Ontario Compensation Employees Union/COPE Local 1750**

**Re: Collision Deductible**

**The parties have agreed as follows:**

Article 8.09(b) provides deductible coverage in the event an employee's own vehicle sustains damages in a collision while being operated on WSIB business.

Collision deductible coverage applies when an insured automobile collides with another animate or inanimate object resulting in damage.

**The parties also agree and understand:**

Employees required to use their own automobile on the Employer's business are entitled to reimbursement on the per/km rate in accordance with Article 8. The travel rate compensates for operating expenses including comprehensive auto insurance which covers damage caused by an unknown party such as floods, fire, storms, vandalism, falling objects as well as loss of a vehicle because of auto theft. For clarity, it should be noted that this includes windshield damage from rocks or other debris.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

\_\_\_\_\_  
Lisa Dymond,  
HR Business and Employee Relations

\_\_\_\_\_  
Harry Goslin,  
President OCEU/COPE 1750

Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

May 1, 2020

Dear Mr. Goslin:

**Re: Continued Programs**

This will confirm that the Employer will continue the following programs during the lifetime of this Collective Agreement:

- Employee Assistance Program
- Fitness Incentive Program

Yours truly,

Lisa Dymond,  
HR Business and Employee Relations

**Memorandum of Agreement**

Between

**Workplace Safety & Insurance Board**

And

**Ontario Compensation Employees Union / CUPE Local 1750**

**Re: CUPE Member Facilitators**

**The parties have agreed as follows:**

The Employer will grant employees union paid leaves of absence under Article 17.03, for not more than five (5) consecutive days, to a Union representative or bargaining unit employee to act as a “CUPE member facilitator”, with at least ten (10) working days’ written notice from the Union.

The WSIB will not be required to grant more than 15 days per year for any one employee, plus 5 additional days for initial training in the year an employee first becomes a member facilitator. In addition, the WSIB shall not be required to grant more than 45 days in total for all employees in any calendar year, plus 5 additional days per facilitator for initial training in the year employees first become member facilitators.

Any requests that do not meet the notice period set out above or go beyond the maximum amount of leave shall be granted at the sole discretion of the Employer.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

\_\_\_\_\_  
Lisa Dymond,  
HR Business and Employee Relations

\_\_\_\_\_  
Harry Goslin,  
President OCEU/CUPE 1750

**Memorandum of Agreement**

**Between:**

**Workplace Safety & Insurance Board**

**And**

**Ontario Compensation Employees Union/CUPE, Local 1750**

**Re: Customer Service**

Public sector organizations have an obligation to maintain a high level of customer service. The Workplace Safety & Insurance Board (WSIB) and the Ontario Compensation Employees Union (OCEU) have a shared interest to build upon our client experience for the Workers and Employers of Ontario.

The parties agree to designate representatives who will meet to discuss relevant information, consider what is working well and what can be adjusted or improved upon.

In keeping with the business fundamentals of Service Excellence and Organizational Excellence, the parties will meet to discuss opportunities to develop and provide recommendations regarding customer service and build upon positive client experience, business and employee needs.

Signed this 1<sup>st</sup> of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
HR Business & Employee Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

May 1, 2020

Dear Mr. Goslin:

**RE: Drug Formulary**

It is customary and important for the Plan Provider to ensure our drug formulary is maintained. The maintenance process adds new medications and removes others. Where this occurs the Joint Insurance Benefits Review Committee will make reasonable efforts to minimize any negative impacts to eligible plan members.

Yours truly,

Lisa Dymond,  
HR Business & Employee Relations

## **Letter of Intent**

**Between:**  
**Workplace Safety & Insurance Board**  
**And**  
**Canadian Union of Public Employees, Local 1750**

**Re: Diversity and Inclusion Mentorship program**

The Parties share a commitment to implementing proactive measures to address historical disadvantages in the workplace and to fostering an environment free from discrimination and systemic barriers.

The parties will identify the designated groups prior to the commencement of the program, with reference to the protected groups in the Ontario Human Rights Code and following an internal review of demographics in the workplace.

1. The Parties agree that historical disadvantages are compounded for people who belong to more than one of the identified designated group.
2. The Employer agrees to create a Mentorship Program to provide opportunities for professional development and advancement, to bargaining-unit employees. The programs will initially focus on bargaining unit employees from the groups mentioned in this letter but will not be limited to this scope. The parties will discuss how to initially focus the program on specific salary grades to help employees progress to higher salary grades but will not be limited to this scope.
3. In each year of the Program, the Employer will solicit applications from bargaining-unit employees. No fewer than thirty (30) bargaining-unit employees will be selected for the program in each year of the program.
4. Each selected employee will be asked to identify an area of the business in which the employee wishes to further develop their skills, knowledge and competencies. The employee will then be assigned a Mentor in that area of the business.
5. Bargaining-unit employee is designated as Mentors only by mutual agreement of the employee and the Employer.
6. The Mentor and the employee will work together to create individualized goals for the Mentorship program. These goals may include, but are not limited to, attaining Preliminary or Qualified Candidate Status for a position. The program may involve temporary reassignments of eighty (80) working days or less. Longer periods may be agreed to by the Employer and Union.



7. The Employer agrees that occasional work release from the employee's regular duties will be required in order for the employee to participate in the Mentorship Program during working hours, and the Employer agrees to provide such work release as the individualized development plan requires.
8. The Parties will meet biannually to discuss the progress of the Mentorship Program.
9. This memorandum of agreement will remain in force for the duration of the 2020-2023 Collective Agreement.

Signed this 1 day of May, 2020.

For the Employer:

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Lisa Dymond,  
HR Business & Employee Relations

For the Union:

---

Harry Goslin,  
President OCEU/COPE 1750

**Memorandum of Agreement**

**Between:**

**Workplace Safety & Insurance Board**

**And**

**Ontario Compensation Employees Union/CUPE, Local 1750**

**Re: Eligibility Adjudicator Screening Requirements**

To promote the internal advancement of employees the Employer agrees to alter the screening requirements of the Eligibility Adjudicator position for the duration of the Collective Agreement, in the following manner:

- 1) Internal applicants who do not meet the screening requirement of a university degree will be allowed to satisfy the educational screening requirement via the following alternative:
  - Three (3) year college diploma in any subject area; or a two (2) year diploma in disability management, insurance or business; and
  - Two (2) years of experience in a role that requires decision-making, problem-solving and critical thinking.
  
- 2) The Employer will remove the minimum experience requirement for adjudication job knowledge.

The Employer will assess the effectiveness of the reduced screening requirements and reserves the right to reinstate the education requirement and/or the minimum template requirement at the completion of the Collective Agreement.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
HR Business & Labour Relations

---

Harry Goslin,  
President, OCEU/CUPE L1750

**Letter of Intent**

**Between:**  
**Workplace Safety & Insurance Board**  
**And**  
**Canadian Union of Public Employees, Local 1750**

**Re: Educational Equivalency**

To promote the internal advancement of employees the Employer and Union agree to establish an ad-hoc committee consistent with Article 14.02 to implement equivalencies for education.

The committee will identify jobs where the required education may be satisfied in an alternative equivalent manner.

For example, where a job posting requires a post-secondary diploma or degree, and where employees may have the experience and/or alternative education to perform the duties of the job, the committee can identify what equivalent experience and/or education is equivalent to the posted educational requirement.

The Employer will assess the effectiveness of the agreed upon equivalencies and reserves the right to reinstate the education requirement at the completion of the Collective Agreement.

Signed this 1 day of May, 2020.

For the Employer:

For the Union:

\_\_\_\_\_  
Lisa Dymond,  
HR Business & Employee Relations

\_\_\_\_\_  
Harry Goslin,  
President OCEU/COPE 1750

## MEMORANDUM OF SETTLEMENT

**BETWEEN:**

**WORKPLACE SAFETY AND INSURANCE BOARD**

("Employer" or "WSIB")

**-and-**

**ONTARIO COMPENSATION EMPLOYEES UNION**

("Union" or "OCEU")

### **Re: Account Representative & Account Specialist Security Screening Work Assignments**

Employees within the Employer Services Centre (ESC) whose work involves having access to data provided by the Canada Revenue Agency (CRA) are required to undergo a Security Screening referred to as a "Employee Security Screening", "Security Checks", or a "Criminal Records Background Check");

- 1) It is agreed that the following provisions shall apply with respect to the Account Representative (AR) and Account Specialist (AS):
  - a) It is agreed that only those employees in ESC whose work involves having access to data provided by the Canada Revenue Agency ("CRA") are required to undergo a Security Screening.
  - b) The Employer will give each employee described in sub-paragraph (a) above the opportunity to meet individually with a Union representative of the Union's choosing before the employee advises the Employer whether or not he or she consents to undergo a Security Screening.
  - c) If any employees described in sub-paragraph (a) above do not consent to undergo a Security Screening or do undergo a screening and are not cleared, they shall be reassigned within ESC but shall remain in the same job title and classification, unless these employees are redeployed in keeping with the Employee Security Screening Memorandum of Settlement dated March 31, 2017 (the "MOS") or otherwise affected by Article 6.
  - d) The employer shall conduct a Call for Interest within the Employer Service Centre (ESC) every twelve (12) months in November. When a Call for Interest is conducted, candidates meeting all of the following criteria:
    - Successful completion of the Security Screening,

- Currently hold the position of Account Representative or Account Specialist,
- Not be within a probationary or trial period in their current position,
- Not be the recipient of any documented active performance improvement plan or progressive discipline on the Human Resources file.

shall fill the specified number of position(s) in the order of highest to lowest seniority.

- e) Account Representatives and Account Specialists who have access to CRA data will remain in the work assignment to a maximum of thirty-six (36) months. The terms will be offset so that one third of the Account Representatives and one third of the Account Specialists performing this work will rotate each year, with allowance for rounding (e.g. in a team of 10 either 3 or 4 team members would rotate each year). The employer shall retain the discretion to replace a larger number of team members in any year's call for interest if it wants to do so however the work assignment will last a minimum of twelve (12) months.
- Team members shall be replaced on a first in, first out basis, such that the longest serving members of a team would be replaced upon each call for interest.
  - Employees who express interest will be processed in the order of the highest to lowest seniority.
  - An employee's work assignment in no way restricts their eligibility to apply for job postings.
- f) In the event that the Employer requires additional Account Representatives or Account Specialists to have access to CRA data, either due to vacancy or an increase in the number of employees required, the Employer shall not be required to conduct another Call for Interest, but instead can fill the additional positions from those employees who responded to the most recent previous Call for Interest, according to the same criteria as set out in sub-paragraph (d).
- g) In the event that the processes described in sub-paragraph (d) through (h) above does not result in sufficient interest to fill all positions the employer shall have the right to place the least senior Account Specialists or Account Specialists in the positions in ESC whose work involves having access to data provided by the CRA, provided that the Employees either have previously successfully completed a Security Screening or are willing to consent to, and successfully complete a Security Screening.
- h) In the event that the process described in sub-paragraph (d) through (h) above does not result in sufficient interest to fill all positions the Employer may redeploy a number of Account Representatives or Account Specialists equal to the number hired

through the posting process. Any such redeployment will be conducted in accordance with the process set out in the MOS.

2) For all other purposes regarding employee security the MOS shall continue to apply.

Signed this 1<sup>st</sup> day of May 2020

For the Employer:

For the Union:

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Lisa Dymond,  
HR Business & Labour Relations

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Harry Goslin,  
President OCEU/COPE 1750

## Memorandum of Agreement

Between  
**Workplace Safety & Insurance Board**  
And  
**Ontario Compensation Employees Union/CUPE Local 1750**

### **Employment Security – Prevention**

1. The Employer agrees that no staff permanently employed as of the date of signing of this Collective Agreement will be laid off as a result of the transfer of the prevention mandate to the Ministry of Labour.  
For the purposes of clarification, the parties agree that the Prevention MOA prevents the WSIB from laying off the following bargaining unit employees:
  - a) Prevention Division employees permanently employed as of June 30, 2011 who received an Article 6 notice of redundancy between June 30, 2011 and the date of this settlement;
  - b) Employees permanently employed within the Prevention Division as of the date of this settlement;
  - c) Employer Liaison Specialist (ELS) employees who received an Article 6 notice of redundancy on or after February 9, 2012;
  - d) Any permanent employee directly displaced by an employee removed from the Prevention Division or an ELS position;
  - e) Any permanent employee displaced by subsequent bumps connected to the original redundancy of the Prevention Division or ELS employee.
2. If an employee described in paragraph 1), above, has secured or in the future secures an alternate position through competition and without utilizing his or her priority or secondary placement rights, the Prevention MOA shall not apply to the employee after the date upon which the employee commences the alternate position.
3. Where the WSIB has rescinded or in the future rescinds a bump such that an employee described in paragraph 1, above, is no longer redundant, the Prevention MOA shall not apply to that employee after the date upon which the bump is rescinded.
4. The parties agree that the Prevention MOA will no longer apply to any employees described in paragraph 1 who permanently leave the bargaining unit, even if that employee returns to the bargaining unit at a later date.
5. Where an employee described in paragraph a), above, is affected by an organizational or technological change, the employee shall be provided with a Notice of Elimination of Position in accordance with Article 6.
6. The parties agree that the Prevention MOA only prevents the WSIB from laying off those employees described in paragraph 1, above, which is understood to refer to a lay-off with

recall rights. The Prevention MOA does not prevent the WSIB from placing an employee described in paragraph 1 into the position of a bargaining unit employee with lesser seniority (i.e., a displacement or bump), or placing the employee into a Voluntary Exit (VE) match subject to the terms of Article 6 of the Collective Agreement.

7. The Prevention MOA shall be in force and effect until the expiry of the current Collective Agreement, unless expressly renewed by the parties.

Signed this 1st day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
HR Business & Employee Relations

---

Harry Goslin,  
President, OCEU/CUPE L1750



Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

May 1, 2020

Dear Mr. Goslin:

**Re: Former Employees**

Where a former employee has retired from active employment and commenced their pension from the Employee Pension Plan, upon re-hire on a temporary contract basis, their annual re-employment earnings plus the current entitlement of pension payments cannot exceed the gross regular salary at the time of the pensioner's retirement minus the expected total of pension payments for the calendar year.

- If the pensioner is rehired in the same calendar year as the retirement, the maximum re-employment earnings are pro-rated for the number of months the pensioner will be in receipt of a pension payment in the calendar year.
- If they are rehired permanently then their pension must cease (unless they are age 71) until their permanent employment ends.
- If they are using any form of salary continuance, they are not eligible for reemployment until the continuance period has ended.

Yours truly,

Lisa Dymond,  
HR Business & Employee Relations

## Memorandum of Agreement

**Between:**  
**Workplace Safety & Insurance Board**  
**And**  
**Ontario Compensation Employees Union/CUPE, Local 1750**

### **Re: Grievance Audit Committee**

The Grievance Audit Committee is a standing committee. The purpose of the Grievance Audit Committee is to review each grievance that has gone through the steps of the grievance procedure and remains unresolved (*including those referred to the Grievance Settlement Board (GSB)*), and to promptly determine how each grievance should proceed. Notwithstanding the provisions in article 12.16, the following provisions shall also apply to the Grievance Audit Committee:

1. The committee will meet monthly to determine how the Parties wish to move forward with each grievance discussed.
2. Meetings will be scheduled 3 months in advance. The first schedule will occur no later than 30 days from ratification.
3. Meetings may be rescheduled at the request of either party with 3 days notice. Alternate dates must be agreed by both parties.
4. Each party will identify 8-10 grievances to be reviewed at each meeting which will be forwarded to the other party no less than 10 working days in advance.
5. Each party will come prepared with relevant information and a mandate to make decisions.
6. The parties will establish a roster of three mediators no later than 30 days from ratification.
7. Each grievance reviewed will be placed in one of the following categories:
  - Schedule for mediation in keeping with Article 12.08. Mediation days will be scheduled at least one day per quarter for 12 months following ratification. The parties will review on an ongoing basis and determine after 12 months whether continued pre-scheduled mediations are appropriate.
  - Settlement to be reached within 10 working days.
    - Where a settlement is not reached, the parties shall assign Counsel/Representative who will request dates for a GSB hearing unless the parties agree otherwise.
  - Withdrawn by the union or accepted by the employer
  - Adjourn the grievance to the next month's meeting, so that additional information can be gathered.

- If the committee does not reach agreement on the next step for a grievance, the parties shall assign Counsel/Representative who will request dates for a GSB hearing.
- 8. If a request had been made for GSB dates at the previous meeting and dates have not yet been confirmed with GSB, the parties will agree on date(s) at the meeting.
- 9. The parties will keep joint minutes of grievances reviewed and action items and will take accountability for ensuring next steps are carried out. Each meeting will begin with a check-in on the action items agreed to at the previous month's meeting.
- 10. The Grievance Audit Committee does not include Article 1 grievances referred to the Bargaining Unit Review Committee (BURC).
- 11. Individual grievors and management will not attend Grievance Audit Committee meetings, unless both parties agree otherwise.
- 12. It is agreed that the discussions of the parties at the Grievance Audit Committee meetings are without precedent or prejudice
- 13. Notwithstanding the membership of the Grievance Audit Committee set out in Article 12.16, the Union shall also be entitled to have CUPE National Representative(s) present.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
HR Business & Labour Relations

---

Harry Goslin,  
President, OCEU/CUPE L1750

**Memorandum of Agreement**  
Between  
**Workplace Safety & Insurance Board**  
And  
**Ontario Compensation Employees Union/CUPE Local 1750**

**Irregular Hours**

The irregular hours provision applies only to employees in positions designated on or before April 1, 2005 and will not apply to employees hired after April 1, 2005.

The designated positions include Claims Investigators and Workwell Evaluators.

An employee is eligible for overtime compensation unless they:

- (a) Because of the nature of their position is required to work irregular hours. Such an employee will, for the purposes of payment, be deemed by the Employer to be working a minimum of forty (40) hours per week, and their salary shall be adjusted forty (40) hours on a straight time basis.
- (b) Notwithstanding the above, any such employee who is required by their manager to work on their day off or on a holiday will receive time off at the applicable overtime rate.
- (c) Employees on irregular hours who are required to travel on a Sunday or other non-working day will be compensated in accordance with the provisions of Article 8.03.
- (d) Employees on irregular hours will continue to receive the irregular hours payment during paid absences or in office assignments of up to ten (10) days. The irregular hours payment will continue for the full length of approved vacation or union leave.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
HR Business & Employee Relations

---

Harry Goslin,  
President, OCEU/CUPE L1750

## **Memorandum of Agreement**

**Between:**

### **Workplace Safety & Insurance Board**

**And**

**Ontario Compensation Employees Union/CUPE, Local 1750**

**Re: Learning and Development Specialist (“LDS”)**

To establish an effective resource mitigation plan, and address training demands for bargaining unit (BU) programs, the Learning and Development branch (“L&D”) may adjust the screening requirements for the LDS position in the following manner:

1. Should LDS vacancies remain after L&D have concluded an LDS job posting, pursuant to Article 5, the Employer may rely on the provisions set forth in this Memorandum of Agreement to fill any remaining vacancies. It is not the intention of the parties that this paragraph requires or compels the Employer to fill any remaining LDS vacancies by use of this Memorandum of Agreement.
2. The Employer will post LDS vacancies with the adjusted screening requirements in paragraph 3 (below) normally for ten (10) working days but not less than five (5) working days provided the posting crosses into a second week, unless mutually agreed to otherwise by the Employer and Union.
3. The Employer will consider employees applying for LDS vacancies under paragraph 2 based on the following consideration (“Consideration Criteria”):
  - i. First consideration will be given to employees who:
    - Are permanent BU employees
    - Have, or will, complete their trial or probationary period for their current position by the date of need
    - Have successfully completed the trial or probationary period for a position in the applicable area of specialty within the last forty-eight (48) months;
    - Have a post-secondary diploma or degree
    - Have, or working toward the completion of, their Adult Education certificate. For the purpose of this Memorandum of Agreement, “working toward” shall constitute the completion of at least one course or module in a recognized Adult Education program, and enrollment in a subsequent course or module in pursuit of an Adult Education certificate; and
    - Are not on a documented performance improvement plan, do not have active progressive discipline on file, and/or are not actively in a step of the Attendance Support Program.

- ii. Second consideration will be given to employees who:
    - Are permanent BU employees
    - Have, or will, complete their trial or probationary period for their current position by the date of need
    - Have successfully completed the trial or probationary period for a position in the applicable area of specialty within the last forty-eight (48) months
    - Have a post-secondary diploma or degree
    - Have completed a Subject Matter Expert assignment in L&D in the last eighteen (18) months; and
    - Are not on a documented performance improvement plan, do not have active progressive discipline on file, and/or are not actively in a step of the Attendance Support Program.
  
  - iii. Third consideration will be given to employees who:
    - Are permanent BU employees
    - Have, or will, complete their trial or probationary period for their current position by the date of need
    - Have successfully completed the trial or probationary period for a position in the applicable area of specialty within the last forty-eight (48) months
    - Have a post-secondary diploma or degree
    - Are not on a documented performance improvement plan, do not have active progressive discipline on file, and/or are not actively in a step of the Attendance Support Program.
4. Employees shall be selected and/or assigned to LDS vacancies under this Memorandum of Agreement in accordance with the Consideration Criteria and Article 5 of the Collective Agreement. The Employer reserves the right to select and/or assign employees for an LDS position by relying on a threshold score and seniority, in order to address timely and/or unanticipated business needs. The Employer will notify the Union as soon as reasonably possible where it intends on selecting and/or assigning employees by use of a threshold score and seniority.
5. Employees selected and/or assigned to an LDS under paragraph 4 shall:
- a) Have their salary adjusted in accordance with Article 31 (Salary Rules) of the Collective Agreement; and
  - b) Begin a trial period, per Article 5.10 of the Collective Agreement, upon transferring to the LDS job.
6. Upon the completion of the trial period, as described in paragraph 5(b), employees will be granted Preliminary Candidate (PC) status. Should the employee complete their Adult certificate then the employee shall be granted Qualified Candidate (QC) status. The QC status shall be issued effective the date the employee notifies, and provides supporting documentation to the Employer, they have attained the educational requirements for the LDS position set forth by the Joint Job Evaluation Committee.

For clarity, the statuses are only applicable to the employee's specific skill set or on the job experience.

7. This Memorandum of Agreement shall cease having effect upon the expiration of the Collective Agreement between the Employer and Union that commences on May 1, 2020.

Signed this 18 day of March, 2021

For the Employer:

For the Union:

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Lisa Dymond,  
Director, HR Business & Labour Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

## **Memorandum of Agreement**

**Between:**

### **Workplace Safety & Insurance Board**

**And**

**Ontario Compensation Employees Union/CUPE, Local 1750**

**Re: Learning and Development Subject Matter Expert (“SME”)**

To support the effective facilitation of its training programs, the Learning and Development branch (“L&D”) shall continue to rely on the use of SMEs to provide learners with the practical information associated with their new position. Employees shall be assigned to SME opportunities in L&D in the following manner:

1. The Employer will solicit interest in eighty (80) working day SME assignments in L&D via a call for interest (“L&D CFI”). Assignments anticipated to last greater than eighty (80) working days, or extensions beyond eighty (80) working days, may occur through mutual agreement between the Employer and Union.
2. L&D CFIs will be posted for not less than ten (10) consecutive working days, unless otherwise mutually agreed to by the Employer and Union.
3. The L&D CFI will be communicated to all employees in the applicable positions listed below (“SME Position”):
  - Eligibility Adjudicator
  - Case Manager, Service Delivery
  - Case Manager, Specialized Services
  - Occupational Disease Adjudicator
  - Specialist, Return to Work Program
  - Customer Service Representative
  - Health Care Payment Representative
  - Payment Specialist
  - Noise Induced Hearing Loss Adjudicator
  - Account Representative
  - Account Specialist

❖ Positions may be added or removed with the mutual agreement of the Employer and Union.
4. Employees shall be considered based on the following criteria
  - Are permanent bargaining unit (BU) employees presently in the applicable SME Position;



- Have, or will, successfully complete their trial and/or probationary period for SME Position by the date of need; and
  - The employee, at the time of consideration, is not on a documented performance improvement plan, does not have active progressive discipline on file, and/or is not actively in a step of the Attendance Support Program.
5. The Employer shall select employees for L&D SME assignments that meet the eligibility criteria in paragraph 2 in order of seniority.
  6. Should the Employer have a subsequent need for L&D SME vacancies within six (6) months of the selection in paragraph 5, for the same SME Position, the employer may offer the assignment to the next most senior employee who meets the eligibility criteria but was not selected under paragraph 5. The Employer reserves the right to seek an extension to an L&D SME assignment per paragraph 1.
  7. The Employer may remove an employee from an L&D SME assignment if:
    - In the opinion of the Employer, the employee's performance is unsatisfactory and/or has exhibited repeated absenteeism; or
    - The employee requests to be removed.

In either case, the employee will be returned to their former job in keeping with Article 5.10 of the collective agreement.

8. L&D SME will be paired with a Learning & Development Specialist when facilitating a training program.
9. L&D SMEs will be compensated in accordance with Article 31 (Salary Rule #17). The applicable salary adjustment will commence upon the employee being transferred into the SME position in L&D.
10. The parties agree that this Memorandum of Agreement shall cease having effect upon the expiration of the Collective Agreement between the Employer and Union that commences on May 1, 2020

Signed this 18 day of March, 2021

For the Employer:

For the Union:

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Lisa Dymond,  
Director, HR Business & Labour Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

May 1, 2020

Dear Mr. Goslin:

**Re: National Standard of Canada, Psychological Health & Safety in the Workplace**

The WSIB is committed to alignment with the principles outlined in the National Standard of Canada, Psychological Health & Safety in The Workplace, published on January 16, 2013 (referenced as CAN/CSA-Z1003-13/BNQ 9700-803/2013). WSIB is working toward implementing these principles and will continue to work with OCEU to achieve this goal and will form an ad-hoc committee consistent with the standard committee terms described in Article 14.

The Standard specifies requirements for a documented and systematic approach to develop and sustain a psychologically healthy and safe workplace. The Standard also provides a framework to create and continually improve a psychologically healthy and safe workplace, including:

1. The identification and elimination of hazards in the workplace that pose a risk of psychological harm to a worker;
2. The assessment and control of the risks in the workplace associated with hazards that cannot be eliminated.
3. Implementing structures and practices that support and promote psychological health and safety in the workplace; and
4. Fostering a culture that promotes psychological health and safety in the workplace.

The Standard is based on the following guiding principles:

1. Legal requirements associated with psychologically healthy and safe workplaces applicable to the organization will be identified and complied with as a minimum standard of practice;
2. Psychological health and safety is a shared responsibility among all workplace stakeholders and commensurate with the authority of the stakeholder;
3. The workplace is based on mutually respectful relationships among the organization, its management, its workers, and worker representatives, which includes maintaining the confidentiality of sensitive information;
4. Individuals have a responsibility towards their own health and behavior;
5. A demonstrated and visible commitment by senior management for the development and sustainability of a psychologically healthy and safe workplace;
6. Active participation with all workplace stakeholders;
7. Organizational decision making incorporates psychological health and safety in the processes; and

8. A primary focus on psychological health, safety, awareness, and promotion as well as the development of knowledge and skills for those persons managing work arrangements, organization, processes, and/or people.

The WSIB will work towards implementing these principles in a manner that is consistent with the WSIB's requirements and the complexities of the organization.

Yours truly,

Lisa Dymond  
HR Business & Employee Relations

**Memorandum of Agreement**

Between  
**Workplace Safety & Insurance Board**  
And  
**Ontario Compensation Employees Union/CUPE Local 1750**

**Re: Health and Safety – Sedentary Work**

The Union and the Employer are committed to promote the best health and safety practices and procedures to protect the health and safety of all employees. One component of the overall health and safety strategy will include an assessment of the correlation between extended periods of sitting and elevated risk of illness or injury to be shared by the Employer with the central joint health & safety committee. The assessment will include a certified health and safety union committee member. The Union and Employer will act on the results of the internal assessment by creating and implementing recommendation(s) aimed at prevention.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Employee Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

May 1, 2020

Dear Mr. Goslin:

**Re: Professional Association Fees**

This will confirm the Employer's practice under our Professional Association Fees program. The Employer reimburses permanent employee's and contract employees with terms greater than or equal to 12 consecutive months, for the cost of membership in "professional" organizations. The membership must be actively used by the employee and directly related to their duties at the Board.

Whether or not the word "professional" is appropriate, the associations covered in the bargaining unit include are:

- Association of Canadian Ergonomists
- Canadian Health Information Management Association
- Canadian Association of Occupational Therapist or Ontario Society of Occupational Therapist
- Canadian Psychological Association
- Canadian Society of Safety Engineers
- Canadian Registered Safety Professionals
- Industrial Trade Licenses (for the purpose of satisfying job requirements)
- Chartered Professional Accountant (CPA),
- College of Chiropractors of Ontario
- College of Occupational Therapists of Ontario
- College of Kinesiologists of Ontario
- College of Physiotherapist of Ontario
- College of Nurses of Ontario
- College of Social Workers and Social Service Workers
- College of Vocational Rehabilitation Professional (*ex: Return to Work Disability Management – RTWDM, Certified Vocational Rehabilitation Professional – CVRP*)
- National Institute of Disability Management and Research (NIDMAR) (*ex: Certified Disability Management Professionals – CDMP, Certified Return to Work Coordinator – CRTWC*),
- Ontario Association of Professional Social Workers & Social Services
- Ontario Psychological Association
- Ontario Health Record Association
- Ontario Paralegal Association
- Ontario Physiotherapist Association
- Ontario Occupational Health Nurses Association
- Ontario Case Managers Association
- Ontario Bar Association
- Registered Nurses Association of Ontario
- Vocational Rehabilitation Association (*ex: Associate Member, Professional Member, Registered Rehabilitation Professional – RRP, Registered Vocational Professional – RVP*)

Yours truly,  
Lisa Dymond,  
HR Business & Employee Relations

Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

Dear Mr. Goslin:

May 1, 2020

**Re: Professional Duties**

The Employer agrees to ensure that the duties defined for the role of regulated health care professionals at the WSIB such as Nurses, will not be inconsistent with the scope of their role as defined by the regulatory college or by the Regulated Health Professions Act.

Any employee who loses his/ her license or certificate of competence as a result of performing work required by the WSIB will receive protection under Article 6 of the Collective Agreement.

Yours truly,

Lisa Dymond,  
HR Business and Employee Relations

## Memorandum of Agreement

**Between:**  
**Workplace Safety & Insurance Board**  
**And**  
**Ontario Compensation Employees Union/CUPE, Local 1750**

**Re: Post-Retirement Benefits**  
**June 13, 2016 (Updated to reflect the memorandum of**  
**agreement between OCEU and WSIB effective October 31, 2017)**

1. Former employees within the meaning of Article 1.01 who ended their employment with the WSIB on or before June 30, 2016 and current employees within the meaning of Article 1.01 who commenced employment with the Employer on or before June 30, 2016 and who leave their employment with the WSIB on or before March 31, 2020 shall only be entitled to receive WSIB-sponsored pensioner life insurance coverage and post-retirement health care and dental benefits when he or she is in receipt of a monthly pension from the Pension Plan regardless of when they retire and:

- a) Was or is a WSIB employee,
- b) Is at least age 65 when he or she retires, or if he or she retires earlier than age 65, has at least 10 years of continuous pensionable service in the Pension Plan.

For greater clarity, the employee must be in receipt of a monthly pension from the WSIB pension plan in order to be eligible to receive WSIB-sponsored pensioner life insurance coverage and post-retirement health care and dental benefits.

Pensioner life insurance coverage and extended health and dental care coverage are not part of the Pension Plan. Coverage for these benefits is provided through an external benefits provider and subject to a Master Services Agreement, administrative services agreement and underwriting letter of agreement.

Employees or pensioners who receive benefits under this section shall have the choice of receiving either:

- c) The same post-retirement health care and dental benefits as those benefits set out for active employees as set out in Article 21 and Appendix 2 (B) of the 2011-2016 Collective Agreement, other than coverage for drugs provided for pensioners over the age of 65 by the Ontario Drug Benefit (ODB) program, which shall not be provided. The plan design, level of these benefits and any cost sharing/premiums arrangements shall be fixed and shall not be increased or decreased if and when the plan design, level of these benefits and any cost sharing/premiums arrangement changes for active employees in subsequent Collective Agreements, or
- d) The same post-retirement health care and dental benefits as active employees as set out in Article 21 and Appendix 2 other than coverage for drugs provided for pensioners over the

age of 65 by the Ontario Drug Benefit (ODB) program, which shall not be provided. The plan design, level of these benefits and any cost sharing/premiums arrangements shall be increased and/or decreased following retirement if and when the plan design, level of benefits and any cost sharing/premiums arrangements changes for active employees in future Collective Agreements.

Employees, former employees and retirees shall have to make their choice by the following deadlines, as applicable:

- Former employees who ended their employment with the WSIB on or before June 30, 2016 must make their choice in writing by July 31, 2017.
- Current employees who commenced employment with the WSIB on or before June 30, 2016 and who leave their employment with the WSIB on or before July 31, 2017 must make their choices in writing by July 31, 2017.
- Current employees who commenced employment with the WSIB on or before June 30, 2016 and who leave their employment with the WSIB after July 31, 2017 but on or before March 31, 2020 must make their choice in writing by March 31, 2020, or by the date they begin to receive a pension from the WSIB pension plan, whichever is earlier.

Once a choice is made, it shall be irrevocable. If an employee or pension fails to make a choice by the applicable deadline their benefits shall be fixed at the 2011-2016 levels in accordance with c) above.

2. Employees within the meaning of Article 1.01 who commenced employment with the Employer on or before June 30, 2016 and who end their employment with the WSIB on or after March 31, 2020, shall only be entitled to receive WSIB-sponsored pensioner life insurance coverage and post-retirement health care and dental benefits when he or she is in receipt of a monthly pension from the Pension Plan regardless of when they retire and:

- a) Was or is a WSIB employee,
- b) Is at least age 65 when he or she retires, or if he or she retires earlier than age 65, has at least 10 years of continuous pensionable service in the Pension Plan.

For greater clarity, the employee must be in receipt of a monthly pension from the WSIB pension plan in order to be eligible to receive WSIB-sponsored pensioner life insurance coverage and post-retirement health care and dental benefits.

Pensioner life insurance coverage and extended health and dental care coverage are not part of the Pension Plan. Coverage for these benefits is provided through an external benefits provider and subject to a Master Services Agreement, administrative services agreement and underwriting letter of agreement.

Pensioners who receive benefits under this section shall receive the same post-retirement health care and dental benefits as active employees as set out in Article 21 and Appendix 2 other than coverage for drugs provided for pensioners over the age of 65 by the Ontario Drug Benefit (ODB) program, which shall not be provided. The plan design, level of these benefits and any cost sharing/premiums arrangements shall be increased and/or decreased following retirement if



and when the plan design, level of benefits and any cost sharing/premiums arrangements changes for active employees in future Collective Agreements.

3. Employees within the meaning of Article 1.01 who commence employment with the Employer on or after July 1, 2016 shall only be entitled to receive WSIB-sponsored pensioner life insurance coverage and post-retirement health care and dental benefits if they meet the eligibility criteria established by the Employer, and the plan design, level of benefits and cost sharing/premiums arrangements for such benefits shall be as established by the Employer, and may be amended from time to time by the Employer.

Signed this 13 day of June, 2016

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

May 1, 2020

Dear Mr. Goslin:

**Re: WSIB Recruitment Employee Experience**

The WSIB will meet with OCEU at least twice a year following the date of ratification to discuss the WSIB recruitment process. The WSIB will review the emerging Recruitment Strategy and explore with OCEU opportunities to enhance the internal candidate experience with an aim to make improvements to the process.

Yours truly,

Lisa Dymond,  
Director, HR Business and Employee and Labour Relations

**Memorandum of Agreement**  
**Between:**  
**Workplace Safety & Insurance Board**  
**And**  
**Ontario Compensation Employees Union/CUPE, Local 1750**

**Re: Shift Bidding**

The Employer will advise the Union at least 10 days in advance of employees being notified of a shift bidding process.

The employer will determine when it is appropriate to use a shift bidding process to change employee's hours of work. For clarity, Article 7 applies. Such process will be as follows:

- a) The employer will identify the applicable positions including geographical areas to be included.
- b) Each employee will be provided at least 20 working days' written notice of a change in their start / finish time as a result of the shift bid.
  - Employees participating in a shift bid shall continue their existing flex work (FWA) arrangements.
- c) Employees will be provided the entire shift bid schedule five (5) working days prior to the start of the Shift Bid process.
- d) The Shift Bid will involve employees being asked in seniority order to choose from a list of shifts.
- e) Notwithstanding the above, consideration for shifts will be based on the parties obligations under the Ontario Human Rights Code.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
HR Business & Employee Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

**Memorandum of Agreement**

Between

**Workplace Safety & Insurance Board**

And

**Ontario Compensation Employees Union**

**Pilot Program on 2022 Summer Vacation**

For the summer of 2022 of the Collective Agreement, the maximum staffing levels during the summer vacation period shall be reduced for the week of Canada Day in July and one additional week, the timing of which shall be at the Employers discretion. This reduction in staffing levels shall be in accordance with the Chart in Article 11.07 “summer vacation exceptions”.

For the purposes of summer vacation scheduling, as set out in article 11.10(2. Summer), summer vacation scheduling will proceed on the basis of the employer ensuring weeks are available within the staffing requirements of the unit to provide each employee with no less than two weeks of summer vacation, but all other provisions of 11.10 would still apply.

The Employer and the Union will meet to discuss how work unit sizes will be adjusted to allow for greater flexibility during the May 1st to October 31st Vacation period. The parties will make best efforts to reach an agreement, but if the Employer and Union do not agree on how work unit sizes will be adjusted by the date that the summer vacation bid process commences, the Summer Vacation period will be scheduled in accordance with article 11.10.

These provisions that relate to the Summer Vacation period shall apply to the summer of 2022. The employer and union will discuss the results of the change in scheduling and client service levels. Such a meeting will be with the intent of reviewing the pilot findings, in good faith and discussing whether the same or similar changes could be implemented in future years.

Signed this 1<sup>st</sup> day of May 2020

For the Employer:

For the Union:

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Lisa Dymond,  
HR Business & Employee Relations

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Harry Goslin,  
President OCEU/CUPE 1750

**Memorandum of Agreement**  
Between  
**Workplace Safety & Insurance Board**  
And  
**Ontario Compensation Employees Union/CUPE Local 1750**

**Re: Tuition Assistance Eligibility**

The Employer has agreed to administer an employee educational opportunities fund available to every permanent employee, of up to two thousand five hundred dollars (\$2,500).

Employees who have exhausted their maximum annual tuition may request, in writing, an advance on the coming year's assistance amount. Such advances may not exceed one full year's entitlement. Exceptions may be considered as required.

Fees will be reimbursed upon successful completion of each educational program/course in accordance with the Educational Opportunities Policy. On an exception basis the Employer may pre-pay the fees. Where this occurs, the employee will repay the Employer if the course is not successfully completed.

The Employer and Union support academic skill enhancement that can bring value to the workplace. For greater certainty eligible and non-eligible programs and courses are outlined below:

**Eligible Courses and Programs:**

- Undergraduate and graduate level courses at post-secondary institutions
- Recognized certification programs (programs must have completion/evaluation requirement beyond attendance and participation)
  - **Completion/evaluation requirement exception applies only to Alternative dispute resolution (ADR) courses approved by ADR Institute of Ontario.**
- Courses required for admission to an approved degree or recognized certificate program (e.g., refresher course or non-credit remedial course)
- Courses for continuing education units (CEUs) in relation to maintaining a designation or certification or for prerequisite courses (PC)

**Non-eligible Courses and Programs:**

- Job specific mandatory courses (e.g., WSIB adopts new software. TAP is not used for the mandatory training program for employees)
- Seminars and conferences (not covered in this program)
- Professional Membership fees (for coverage see letter of agreement entitled: Professional Association Fees Program)

**Expenses and Fees covered under TAP**

- Tuition: 100% with proof of successful completion

- Entrance and/or completion examination fee: 100% for an approved course or multi course program upon the satisfactory completion of the first course of the program
- Advance Standing Fee: 100% upon;
  - granting the course exemption and;
  - satisfactory completion of the first course of the program
- Books and/or laboratory fees: 50% upon satisfactory completion of the associated course with receipts

In the event approval is at jeopardy, the Employer will meet with the Union designate to discuss options for solution before a decision is communicated.

Signed this 1<sup>st</sup> day of May 2020

For the Employer:

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Lisa Dymond,  
HR Business & Employee Relations

For the Union:

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Harry Goslin,  
President OCEU/COPE 1750

Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

May 1, 2020

Dear Mr. Goslin:

**Re: T2200 - Declaration of Conditions of Employment**

To claim a deduction for Home Office Expenses, employees must file a Form T2200 – Declaration of Conditions of Employment, with the employee’s personal tax return. Where a work from home arrangement applies, and where an employee requests, a Form T2200 will be signed by the employer in accordance with the Income Tax Act as amended from time to time.

The employer will provide accurate information as to the status of the Employee’s work from home arrangement which may necessitate the employee to incur expenses to carry out duties of employment and what, if any, expenses were paid by the Employer.

The Employer shall not be in any way responsible if employees do not receive a tax deduction from the Canada Revenue Agency.

Yours truly,

Lisa Dymond,  
Director, HR Business and Employee and Labour Relations

## Memorandum of Agreement

Between  
**Workplace Safety & Insurance Board**  
And  
**Ontario Compensation Employees Union/CUPE Local 1750**

### **Re: Voluntary Exit (VE) and Salary Continuance**

Pursuant to Article 6.03 of the Collective Agreement and in an effort to mitigate the impacts of organizational change, the Employer and Union agree, on a without precedent or prejudice basis, as follows:

1. The Employer shall permit employees who receive severance payments made under Article 6.19 (Voluntary Exit program), and who are not eligible to bridge to a pension date in accordance with 6.19(d), to take their severance payment, vacation credits and attendance credits as salary continuance to extend their service. Employees may use 50% of banked attendance credits to a maximum of 26 weeks and 100% of vacation credits, as well as severance payments.
2. The amount of salary received by an employee during the period of salary continuance should be equal to the employee's total gross base salary prior to beginning salary continuance. This agreement shall not be interpreted so as to permit an employee to extend the payment period by receiving a reduced salary than that immediately prior to beginning salary continuance.
3. During the term of salary continuance, employees shall not be eligible for Accidental Death & Dismemberment, travel insurance and short-term or long-term disability coverage. In addition, the payment of non-optional benefit premiums will cease as at the end of the salary continuance period. The Employee shall also not accrue any vacation credits, or wellness days during salary continuance. The last day of salary continuance shall be deemed to be the effective date of termination of employment.
4. This agreement does not prejudice an employee's eligibility for WSIB-sponsored pensioner life insurance coverage and the extended health and dental care coverage provided by the Employer during retirement.
5. During the salary continuance period the Employer shall continue to deduct and remit union dues in accordance with Article 20 of the collective agreement.
6. At any time within during the salary continuance period, the Employee may direct the Employer in writing to pay all or part of the monies or balance thereof payable under this Agreement to any fund or financial institution in the province of Ontario as permitted under federal or provincial law or in such manner as the Employee may direct. Should the Employee elect this option the salary continuance end date shall be adjusted accordingly.



7. This memorandum of agreement will remain in force for the duration of the 2020-2023 collective agreement, at which time it will expire.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

## Memorandum of Agreement

Between  
**Workplace Safety & Insurance Board**  
And  
**Ontario Compensation Employees Union/CUPE Local 1750**

### **Re: Vacation Credits and Attendance Credits Salary Continuance (Paid Leave of Absence)**

The Employer and Union agree, on a without precedent or prejudice basis, as follows:

1. An employee who is severing employment, but does not qualify for severance under Article 6.19 (Voluntary Exit Program), may elect to use the normal cash payout of banked attendance credits and vacation credits either as salary continuance to extend pensionable service in order or to bridge to a pension date as outlined in (2) below. Eligible employees may use 50% of banked attendance credits to a maximum of 26 weeks and 100% of vacation credits. Employees are asked to provide three months advance notice prior to their planned exit date, exceptions may be considered as required.
2. The period for receiving salary continuance shall not exceed the first date an employee would become eligible for an unreduced pension. For greater certainty, salary continuance may be used by an employee to receive a reduced pension as contemplated by the WSIB Employees' Pension Plan or to extend an employee's service to receive a reduced pension but in no circumstances shall the end date exceed the date of eligibility for an unreduced pension.
3. The amount of salary received by an employee during the period of salary continuance should be equal to the employee's total gross base salary at the beginning salary continuance. This agreement shall not be interpreted so as to permit an employee to extend the payment period by receiving a reduced salary than that immediately prior to beginning salary continuance.
4. During the term of salary continuance, employees shall not be eligible for Accidental Death & Dismemberment, travel insurance and short-term or long-term disability coverage. In addition, the payment of non-optional benefit premiums will cease as at the end of the salary continuance period. The Employee shall also not accrue any vacation credits, or wellness days during salary continuance. The last day of salary continuance shall be deemed to be the effective date of termination of employment.
5. This agreement does not prejudice an employee's eligibility for WSIB-sponsored pensioner life insurance coverage and the extended health and dental care coverage provided by the Employer during retirement.
6. During the salary continuance period the Employer shall continue to deduct and remit union dues in accordance with Article 20 of the collective agreement.

7. At any time within during the salary continuance period, the Employee may direct the Employer in writing to pay all or part of the monies or balance thereof payable under this Agreement to any fund or financial institution in the province of Ontario as permitted under federal or provincial law or in such manner as the Employee may direct. Should the Employee elect this option the salary continuance end date shall be adjusted accordingly.
8. This memorandum of agreement will remain in force for the duration of the 2020 – 2023 collective agreement at which time it will expire.

Signed this 1st day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
Director, Labour Relations

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Harry Goslin,  
President, OCEU/COPE L1750

## **Memorandum of Agreement**

Between

**Workplace Safety & Insurance Board**

And

**Ontario Compensation Employees Union/CUPE Local 1750**

### **Re: Vacation Immediately Prior to Unreduced Pension**

These Minutes of Settlement govern retiring employees who have already reached their unreduced pension eligibility date. Employees at a reduced factor are covered by the “Memorandum of Agreement: Vacation Credits and Attendance Credits Salary Continuance” (the “MOA”) between the Parties in effect as of the date of Settlement.

1. Bargaining Unit employees are entitled to request a maximum of four (4) weeks vacation immediately prior to the employee’s retirement date. To be eligible to use vacation in this manner, the employee must (i) be actively at work throughout the sixty (60) days prior to such period of vacation (save and except for absences due to illness or injury or for approved leaves under Articles 16.01, 16.02, 16.09 or 17) and; (ii) provide advance, written notice of their effective retirement date:
  - i. at least one (1) business day prior to the first business day of May for vacation requests falling within the range in Article 11.09(1) (November 1 to April 30); or
  - ii. at least one (1) business day prior to the vacation bidding process which commences mid-January for vacation requests falling within the range in Article 11.09(2) (May 1 to October 31), or (6) months in advance of retirement date, whichever is earlier.

For clarity, the Employer will not deny or cancel vacation (to a maximum of four (4) weeks) simply because an employee’s retirement date immediately follows the vacation. The Employer will also give the work unit advance notice of the respective vacation bid start date.

2. Effective May 1 or January 15 (under the applicable part i. or ii., respectively), the retiring employee shall be removed from the Work Unit (as defined in Article 11.06) (for the purposes of vacation scheduling only) for the period of the vacation where the scheduled vacation immediately precedes the effective retirement date, such that the employee will not return to work prior to retirement. Nothing in this part affects the application of Article 11 to employees in the Work Unit.

3. For the purposes of benefits, such vacation periods are treated in the same manner as during the “salary continuance” term/period provided in sections 4, 5, and 6 of the “Memorandum of Agreement: Vacation Credits and Attendance Credits Salary Continuance” (the “MOA”) between the Parties in effect as of the date of Settlement.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,

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Harry Goslin,

HR Business & Labour Relations

President, OCEU/CUPE L1750

Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

May 1, 2020

Dear Mr. Goslin:

**Re: Work Assignments for Specialists, Return to Work**

The Employer has not yet determined what, if any, ongoing work assignments will exist for the position of Specialist, Return to Work. The Employer will meet with OCEU, no later than March 31, 2022, should the Employer make the determination that there are work assignments within the Specialist, Return to Work position. Such a meeting will be with the intent of reaching agreement, in good faith on how employees will be selected for the work assignments.

Yours truly,

Lisa Dymond,  
Director, HR Business and Employee and Labour Relations

**Memorandum of Agreement**  
**Between:**  
**Workplace Safety & Insurance Board**  
**And**  
**Ontario Compensation Employees Union/CUPE, Local 1750**

**Re: Alternate Hours of Work**

This letter will take effect upon the commencement of the “Trial Extended Hours of Work” Memorandum of Agreement.

Employees hired in a permanent status prior to the first day of the month following ratification shall not be required to work in any regularly scheduled weekday shift extending outside of the start and finish times of 7:00 am and 5:00 pm. In addition, this class of employees shall also not be required to work in any regularly scheduled Saturday or Sunday shift.

Employees may voluntarily agree to weekday shifts which extend outside of the start and finish times through a job posting or call for interest. If an employee returns during their trial period they will return to their previous position and have their start and finish times reset in accordance with Article 7.04 and will not be required to work in any regularly scheduled shift extending outside of the weekdays start and finish times of 7:00 am and 5:00 pm.

Unless otherwise agreed, Article 7.04 of the Collective Agreement will be deemed to be amended after the extended hours of work trial as follows:

In general\*, shifts will be one of the following:

- Employee’s start and finish times will be between 7:00 am and 5:00 pm for day shifts.
- Employees working an evening shift will have their shift finish after 5:00 pm and extended up to 8:00 pm.

Arrangements for start and finish times will be by mutual agreement where possible, taking into consideration business needs and seniority. Where agreement cannot be reached between the parties the Employer will provide the employee with at least 20 working days’ written notice before implementing changes in their start and finish times that fall within an employee’s day or evening shifts that the employee has voluntarily agreed to through a job posting or call for interest.

For greater clarity, employees will not be moved from the weekday shift to an evening shift or from an evening shift to a weekday shift unless the employee voluntarily agreed to through a job posting or call of interest.

*\*“In general,” would not normally include the creation of regular five (5) day workweeks outside of the weekday shift and evening shift without employee and manager agreement.*

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

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Lisa Dymond,  
HR Business & Labour Relations

For the Union:

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Harry Goslin,  
President, OCEU/CUPE L1750



**Memorandum of Agreement**  
**Between:**  
**Workplace Safety & Insurance Board**  
**And**  
**Ontario Compensation Employees Union/CUPE, Local 1750**

**Re: Trial Extended Hours of Work**

The parties agree to designate two (2) representatives each who will form an ad-hoc committee consistent with the standard committee terms described in Article 14. With notice, either Party may bring guests with particular relevant expertise to meetings of the committee. The restriction on the number of attendees at the committee meetings shall not apply to bargaining unit employees or members of management in attendance solely for the purpose of providing further information or subject matter expertise.

The committee will meet at least three (3) months prior to the implementation of evening and Saturday hours of work on a trial basis during the life of this Collective Agreement. The trial may commence effective on, or after, May 1, 2022. The purpose of the committee is for the parties to reach agreement, in good faith, on a trial for the implementation of new hours of work, namely weekday evening hours extending to 8:00 p.m. and Saturday hours between 7:30 a.m. and 4:30 p.m. The extended hours of work trial are not intended to include on-site client meetings at WSIB offices.

Employees hired in a permanent status prior to the first day of the first month immediately following the date of ratification, shall not be required to work in any regularly scheduled weekday or Saturday shift extending outside of the general start and finish times of 7:00 am and 5:00 pm.

The committee will make best efforts to reach agreement on the following issues:

- Article 6 Organization & Technological Change and Article 7 Hours of Work, rights for employees on an evening shift and/or on a Saturday shift
- Shift Scheduling
- Article 5 Recruitment/Selection procedures for an evening shift and/or a Saturday shift
- Article 25 Flex work and work from home arrangements for an evening shift and/or a Saturday shift
- Article 10 – Paid Holidays
- Article 11 Vacation scheduling for those employees working evening and/or Saturday shifts

If the parties are unable to come to an agreement within the first two months of meeting, on any or all of the above issues, the parties agree to retain Gerry Lee as mediator to help resolve the issues within the third month. On any outstanding issues that cannot be resolved via mediation, Mr. Gerry Lee will issue directives to the Parties, and the parties will be bound by these directives for the duration of the trial.

Mr. Gerry Lee shall remain seized on unintended consequences and any disputes arising between the parties during the first 3 months of the trial and convene the parties to resolve any such issues no later than the end of the third month following implementation. Mr. Gerry Lee will issue directives to the Parties on any such issues that cannot be resolved via mediation before the end of the 4<sup>th</sup> month, and the parties will be bound by these directives for the duration of the trial.

The Parties agree that, after the 4<sup>th</sup> month of the trial, the committee will meet to discuss the success of the trial provisions and, where mutual agreement is reached on any or all of the provisions of the trial, the Collective Agreement may be amended accordingly. If the Parties do not agree to amend the Collective Agreement on any of the issues listed above, the directives issued by Mr. Lee regarding those issues will continue to be binding on the Parties for the entire period in which this Collective Agreement remains in force.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
HR Business & Employee Relations

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Harry Goslin,  
President, OCEU/CUPE L1750

## Memorandum of Agreement

Between  
**Workplace Safety & Insurance Board**

And  
**Ontario Compensation Employees Union/CUPE Local 1750**

**Re: Work from Home (WFH)**

### **The parties have agreed as follows:**

If, prior to the end of the Collective Agreement, the COVID-19 pandemic ends or diminishes such that the majority of employees may safely return to in office work, the employer shall approve a minimum of 500 additional permanent employees and a variety of job classifications to enter the WFH program in accordance with Article 25.05. At least this number of employees shall remain in the WFH Program for the duration of this Agreement. The employer will approve the additional employees within 60 working days of the majority of employees being returned to the office.

For clarity, employees in the Home Office Program in keeping with the 2017 – 2020 Collective Agreement, and Field Staff are not deemed to be part of the “500 additional permanent employees” entering the Work from Home Program. In keeping with Article 25.05(b) Field Staff will not be compelled to join the WFH program and may voluntarily apply.

The employer will also determine the job classifications from which employees may enter the WFH program and the percentage of employees from a given geographic location in that classification within the sixty (60) working days time frame and will provide the Union with updates by February 1<sup>st</sup> of each year thereafter.

The Appeals Resolution Officer position shall remain part of the WFH program without regularly scheduled office days.

\*Fields jobs are:

- Stakeholder Compliance Auditor
- Stakeholder Compliance Investigator
- Home Modification Consultant
- Specialist, Return to Work Program
- Claims Investigator
- Health and Safety Validators
- Health and Safety Excellence Consultant

\*Jobs may be added or removed by mutual agreement of the parties.

Signed this 1<sup>st</sup> day of May, 2020

For the Employer:

For the Union:

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Lisa Dymond,  
HR Business & Labour Relations

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Harry Goslin,  
President, OCEU/COPE L1750

Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

May 1, 2020

Dear Mr. Goslin:

**Re: Work from Home 2021**

In the context of the on-going pandemic the WSIB will allow at least 50% of all BU employees to continue in a work from home arrangement for the duration of 2021. For the duration of 2021 work from home arrangements can be 50% in office or less. No later than October 31, 2021, the WSIB, under the guidance of the WSIB's Healthy Workplace Centre and taking into consideration local Public Health guidelines, will communicate to all employees any extension of the 2021 work from home arrangement beyond December 31, 2021.

This health and safety measure of 50% in office or less for at least 50% of all BU employees, will be extended if the parties agree for successive periods of up to three (3) months on the same terms and conditions as noted above with one (1) month advance notice.

Yours truly,

Lisa Dymond,  
Director, HR Business and Employee and Labour Relations

Mr. Harry Goslin, President  
Ontario Compensation Employees Union  
7370 Bramalea Road, Unit 32  
Mississauga On, L5S 1N6

May 1, 2020

Dear Mr. Goslin:

**Re: Workload Committee**

The employer recognizes the need for an effective and efficient workload committee with a shared interest in the delivery of quality services to Ontario's workers employers and stakeholders.

The WSIB will meet with OCEU within 60 days of the ratification of this agreement to discuss how to enhance the effectiveness of the workload committee. This will include the review and presentation of workforce management data and workload analyses.

The WSIB will ensure that the appropriate senior management representative from the business area will be in attendance.

Yours truly,

Lisa Dymond,  
Director, HR Business and Employee and Labour Relations