

**THIS COLLECTIVE AGREEMENT**

made on the 31<sup>st</sup> day of August, 2005

between

**THE CROWN IN RIGHT OF ONTARIO**

Represented by Management Board of Cabinet

(Hereinafter referred to as the "Employer")

and

**THE ONTARIO PUBLIC SERVICE EMPLOYEES UNION**

(Hereinafter referred to as the "Union")

for the

**UNIFIED BARGAINING UNIT**

**UNIFIED BARGAINING UNIT  
COLLECTIVE AGREEMENT**

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## **PART A - WORKING CONDITIONS**

### **ARTICLE UN 1 - RECOGNITION**

- UN 1.1 The Ontario Public Service Employees Union (OPSEU) for the purpose of this collective agreement is recognized as the exclusive bargaining agent for a bargaining unit consisting of all employees contained within the Unified Bargaining Unit. The Unified Bargaining Unit consists of all employees contained in the Administrative Bargaining Unit, the Institutional and Health Care Bargaining Unit, the Office Administration Bargaining Unit, the Operation and Maintenance Bargaining Unit, and the Technical Bargaining Unit as described in Article 1.1 of the Central Collective Agreement, and such description is deemed to be incorporated in this collective agreement.
- UN 1.2 For greater certainty, such employees include classified, term classified, unclassified employees, students, GO Temps, and such other employees as may be mutually agreed.
- UN 1.3 For greater certainty, this Agreement shall apply to the employees in the Unified Bargaining Unit and the bargaining unit shall be deemed to be amended in accordance with any agreement of the parties. A list of classifications is attached in the Salary Schedule.

### **ARTICLE UN 2 - HOURS OF WORK**

#### **UN 2.1 SCHEDULE 3 and 3.7**

The normal hours of work for employees on these schedules shall be thirty-six and one quarter (36-1/4) hours per week and seven and one quarter (7-1/4) hours per day.

#### **UN 2.2 SCHEDULE 4 and 4.7**

The normal hours of work for employees on these schedules shall be forty (40) hours per week and eight (8) hours per day.

#### **UN 2.3 SCHEDULE 6**

The normal hours of work for employees on this schedule shall be a minimum of thirty-six and one-quarter (36-1/4) hours per week.

#### **UN 2.4 SCHEDULE A**

Averaging of Hours of Work see Appendix UN 1 (Schedule A - Averaging of Hours of Work) attached.

- UN 2.5 Where the Employer adjusts the number of hours per week on a schedule, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly. The adjustment will be discussed with the Union prior to such adjustment being made.

- UN 2.6 Where the Employer intends to transfer employees or an employee from one schedule to another schedule, the Employer will discuss the transfer with the Union prior to such transfer. When the transfer occurs, the employee's weekly salary based on his or her basic hourly rate shall be adjusted accordingly.

### **ARTICLE UN 3 - DAYS OFF**

UN 3.1 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the ministry.

### **ARTICLE UN 4 - SCHEDULED TOUR OF DUTY OR SHIFT**

UN 4.1 A shift that does not commence and end on the same calendar day shall be considered as falling wholly within the calendar day on which the shift commences.

### **ARTICLE UN 5 - SHIFT SCHEDULES**

UN 5.1 Shift schedules shall be posted not less than fifteen (15) days in advance and there shall be no change in the schedule after it has been posted unless notice is given to the employee one hundred and twenty (120) hours in advance of the starting time of the shift as originally scheduled. If the employee concerned is not notified one hundred and twenty (120) hours in advance he or she shall be paid time and one half (1-1/2) for the first eight (8) hours worked on the changed shift provided that no premium shall be paid where the change of schedule is caused by events beyond the ministry's control.

UN 5.2 Every reasonable effort shall be made to avoid scheduling the commencement of a shift within twelve (12) hours of the completion of the employee's previous shift provided however, that if an employee is required to work before twelve (12) hours have elapsed he or she shall be paid time and one-half (1-1/2) for those hours that fall within the twelve (12) hour period. It is understood that the term "shift" does not include any period of time in respect of which an employee is entitled to overtime payments or compensating leave in accordance with Article UN 8 (Overtime) or Article UN 9 (Call Back).

UN 5.3 A shift may be changed without any premium or penalty if agreed upon between the employee and the ministry.

UN 5.4 It is the intent of the parties that there shall be no split shifts provided however, that in circumstances where split shifts are currently in existence reasonable efforts should be made to eliminate the split shifts.

UN 5.5 The current practice of giving notice of shift schedules in advance under existing agreements where notice is in excess of fifteen (15) days shall be maintained.

### **ARTICLE UN 6 - SHIFT PREMIUM**

UN 6.1.1 Effective January 1, 1992, an employee shall receive a shift premium of fifty-two cents (52¢) per hour for all hours worked between 5:00 p.m. and midnight. Where more than fifty percent (50%) of the hours worked fall within this period, the fifty-two cents (52¢) per hour premium shall be paid for all hours worked.

UN 6.1.2 Effective January 1, 1992, an employee shall receive a shift premium of sixty-two cents (62¢) per hour for all hours worked between midnight and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the sixty-two cents (62¢) per hour premium shall be paid for all hours worked.

- UN 6.1.3 Effective on May 5, 2002, an employee shall receive a shift premium of seventy-eight cents (\$0.78) per hour for all hours worked between 5:00 p.m. and 7:00 a.m. Where more than fifty percent (50%) of the hours worked fall within this period, the premium shall be paid for all hours worked. Effective May 5, 2002, UN 6.1.1 and UN 6.1.2 shall no longer apply.
- UN 6.2 Notwithstanding Articles UN 6.1.1, 6.1.2 and 6.1.3 where an employee's hours of work normally fall within 7:00 a.m. and 5:00 p.m., the employee shall not be entitled to receive a shift premium for hours worked between 5:00 p.m. and 7:00 a.m.
- UN 6.3 Shift premiums shall not be considered as part of an employee's basic hourly rate.
- UN 6.4 Shift premium shall not be paid to an employee who for mutually agreed upon reasons works a shift for which he or she would otherwise be entitled to a shift premium.

#### **ARTICLE UN 7 - REST PERIODS**

- UN 7.1 The present practice for rest periods in each shift shall be maintained.

#### **ARTICLE UN 8 - OVERTIME**

- UN 8.1 The overtime rate for the purposes of this Agreement shall be one and one-half (1-1/2) times the employee's basic hourly rate.
- UN 8.2.1 In the assignment of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- UN 8.2.2 In this Article, "overtime" means an authorized period of work calculated to the nearest half-hour and performed on a scheduled working day in addition to the regular working period, or performed on a scheduled day(s) off.
- UN 8.3.1 Employees in Schedules 3.7 and 4.7 who perform authorized work in excess of seven and one-quarter (7-1/4) hours or eight (8) hours as applicable, shall be paid at the overtime rate.
- UN 8.3.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- UN 8.4 Employees in Schedules 3 and 4 who perform authorized work in excess of seven and one-quarter (7-1/4) hours or eight (8) hours as applicable, shall receive compensating leave of one and one-half (1-1/2) hours for each hour of overtime worked, at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.
- UN 8.5 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- UN 8.6 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.

- UN 8.7.1 Employees in Schedule 6 who perform authorized work in excess of 7.25 hours on a regularly scheduled work day shall receive:
- (a) compensating leave of one (1) hour for each hour worked between 36.25 and 44 hours per work week, in respect of the total hours worked during the week on regularly scheduled work days; and
  - (b) compensating leave of one and one-half (1.5) hours for each hour worked in excess of 44 hours per work week, in respect of the total hours worked during the week on regularly scheduled work days.
  - (c) The compensating leave shall be taken at a time mutually agreed upon. Failing agreement, the ministry shall reasonably determine the time of the compensating leave.
- UN 8.7.2 Notwithstanding UN 8.6, where at the end of the calendar year an employee has remaining accumulated compensating leave under UN 8.7.1, the employee and Employer shall endeavour to agree on the scheduling of such compensating leave in an effort to utilize the compensating leave by June 30, and neither the Employer nor employee will unreasonably withhold agreement. Failing agreement, the Employer shall reasonably determine the time of the compensating leave.
- UN 8.7.3 Notwithstanding UN 8.6, compensating leave accumulated under UN 8.7.1 in a calendar year which is not used before June 30 of the following year, shall be paid on a lump sum basis, at the rate it was earned. An employee may be paid, on a lump sum basis, for compensating leave prior to June 30, where the employee and Employer agree. On termination of employment, or on an employee assuming a permanent position outside the bargaining unit, an employee who has not used all of his or her compensating leave earned under UN 8.7.1 shall be paid, on a lump sum basis, for all remaining compensating leave hours.
- UN 8.7.4 Employees who are in classifications assigned to Schedule 6 and who are required to work on a day off shall receive compensating leave of one and one-half (1.5) hours for each hour worked.
- UN 8.7.5 Notwithstanding Article UN 8.7.1 and Article UN 13.7 (Holiday Payment), employees who are in classifications assigned to Schedule 6 and who are assigned to forest fire fighting or related duties, shall be paid one and one-half (1-1/2) times the employee's basic hourly rate, to be calculated on the basis of thirty-six and one-quarter (36-1/4) hours per week, for all such work after eight (8) hours in a 24 hour period.

## **ARTICLE UN 9 - CALL BACK**

- UN 9.1 An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of four (4) hours pay at one and one-half (1 ½) times his or her basic hourly rate.
- UN 9.2 Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a "call back to work" but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of four (4) hours' of pay

at one and one-half (1 ½ ) times his or her basic hourly rate. The initial call and any subsequent calls during that same four-hour period, will be treated as a single “call back to work” for pay purposes.

#### **ARTICLE UN 10 - STAND-BY TIME**

UN 10.1 “Stand-By Time” means a period of time that is not a regular working period during which an employee is required to keep himself or herself:

(a) immediately available to receive a call to return to work, and

(b) immediately available to return to the workplace.

UN 10.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer’s control.

UN 10.3 Where stand-by is not previously authorized in writing, payment as per UN 10.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

UN 10.4 When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one half (1/2) his or her basic hourly rate with a minimum credit of four (4) hours pay at his or her basic hourly rate.

#### **ARTICLE UN 11 - ON-CALL DUTY**

UN 11.1 “On-Call Duty” means a period of time that is not a regular working period, overtime period, stand-by period or call back period during which an employee is required to respond within a reasonable time to a request for:

(a) recall to the work place, or

(b) the performance of other work as required.

UN 11.2 It is understood that a return to the workplace may not be necessary in all situations.

UN 11.3 It is understood that there shall be no pyramiding of premium payments and where work is performed as outlined in Articles UN 11.1(a) or UN 11.1(b), call back pay or overtime pay shall be substituted, respectively, for the on call premium.

UN 11.4 Should recall to the workplace be required the employee is expected to be able to return to the workplace within a reasonable time.

UN 11.5 No employee shall be required to be on-call unless such on-call duty was authorized in writing by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control. The Employer shall continue its practice of taking into account employee preferences in determining which employees are required to be on-call, and when.

- UN 11.6 Where on-call is not previously authorized in writing, payment as per Article UN 11.7 shall only be made where the supervisor has expressly advised the employee that he or she is on-call.
- UN 11.7 Where an employee is required to be on-call, he or she shall receive one dollar (\$1.00) per hour for all hours that he or she is required to be on-call.

## **ARTICLE UN 12 - MEAL ALLOWANCE**

- UN 12.1.1 An employee who continues to work more than two (2) hours of overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift, shall be reimbursed for the cost of one (1) meal to six dollars (\$6.00) except where free meals are provided or where the employee is being compensated for meals on some other basis.
- UN 12.1.2 A reasonable time with pay shall be allowed the employee for the meal break either at or adjacent to his or her work place.
- UN 12.2.1 Cost of meals may be allowed only:
- UN 12.2.2 If during a normal meal period the employee is travelling on government business other than:
- (a) on patrol duties, except as provided under UN 12.2.3 or
  - (b) within twenty-four (24) kilometers of his or her assigned headquarters, or
  - (c) within the metropolitan area in which he or she is normally working
- UN 12.2.3 If an employee on patrol duties is reimbursed for overnight accommodation required for the trip;
- UN 12.2.4 If, in an unusual non-recurring situation, the department head authorizes such payment;
- UN 12.2.5 If, in any recurring situation, Management Board has authorized such payments because of the special nature of the assignments.
- UN 12.3 Gratuities and taxes are to be included in the actual cost of meals claimed.
- UN 12.4 The total cost of meals for each day is to be shown.
- UN 12.5 Before approving claims for meals, the branch head should be satisfied that the charges are reasonable for the locality.
- UN 12.6 When an employee is authorized to pay meal expenses for guests and the group also includes other Crown employees, he or she may pay for the meals of the employees and claim the cost. These employees should, if they are submitting a claim for the same trip, indicate any meals covered in another employee's claim. They must not claim the cost again.
- UN 12.7 Costs of meals will not be allowed in cases where meals are made available by the Employer at no cost to the employee, except in circumstances where an employee is

required to follow a particular diet which has been medically prescribed or is mandated by the employee's religion and the Employer does not provide meals which meet the requirements of that diet.

#### **ARTICLE UN 13 - HOLIDAY PAYMENT**

- UN 13.1 Where an employee works on a holiday included under Article 47 (Holidays) of the Central Collective Agreement, he or she shall be paid at the rate of two (2) times his or her basic hourly rate for all hours worked with a minimum credit of seven and one-quarter (7-1/4), eight (8), or the number of regularly scheduled hours, as applicable.
- UN 13.2 In addition to the payment provided by Article UN 13.1, an employee who works on the holiday shall receive either seven and one-quarter (7-1/4) or eight (8) hours pay as applicable at his or her basic hourly rate or compensating leave of seven and one-quarter (7-1/4) or eight (8) hours as applicable, provided the employee opts for compensating leave prior to the holiday.
- UN 13.3 It is understood that UN 13.1 and UN 13.2 apply only to an employee who is authorized to work on the holiday and who actually works on the holiday, and that an employee who, for any reason, does not actually work on the holiday shall not be entitled to the payments described herein.
- UN 13.4 When a holiday included under Article 47 (Holidays) of the Central Collective Agreement coincides with an employee's scheduled day off and he or she does not work on that day, the employee shall be entitled to receive another day off.
- UN 13.5 Any compensating leave accumulated under UN 13.2 and UN 13.4 may be taken off at a time mutually agreed upon. Failing agreement, such time off may be taken in conjunction with the employee's vacation leave or regular day(s) off, if requested one (1) month in advance.
- UN 13.6 Any compensating leave accumulated under UN 13.2 and UN 13.4 in a calendar year which is not used before March 31 of the following year shall be paid at the rate it was earned. The March 31 date may be extended by agreement at the local or ministry level.
- UN 13.7 Notwithstanding anything in Article UN 13, employees who are in classifications assigned to Schedule 6 and who are required to work on a holiday included in Article 47 (Holidays) of the Central Collective Agreement shall receive equivalent time off.

## **PART B - REGULAR PART-TIME CIVIL SERVANTS**

### **ARTICLE UN 14 - OVERTIME**

- UN 14.1.1 "Overtime" means an authorized period of work, calculated to the nearest half hour, and performed in excess of seven and one-quarter (7-1/4) or eight (8) hours, as applicable, on a normal working day and for all hours worked on a non-working day.
- UN 14.1.2 In the distribution of overtime, the Employer agrees to develop methods of distributing overtime at the local workplace that are fair and equitable after having ensured that all its operational requirements are met.
- UN 14.2.1 Employees in classifications assigned to Schedules 3.7 and 4.7 who work authorized overtime shall be paid at one and one-half (1-1/2) times the basic hourly rate.
- UN 14.2.2 Overtime shall be paid within two (2) months of the pay period within which the overtime was actually worked.
- UN 14.3 Employees in classifications assigned to Schedules 3 and 4 who perform authorized overtime, shall receive compensating leave of one and one-half (1-1/2) hours for each hour of overtime worked, at a mutually agreed upon time. Failing agreement, the Employer shall determine the time of the compensating leave.
- UN 14.4 Where there is mutual agreement, employees may receive compensating leave in lieu of pay at the overtime rate or may receive pay at the overtime rate in lieu of compensating leave.
- UN 14.5 Compensating leave accumulated in a calendar year which is not used before March 31 of the following year, shall be paid at the rate it was earned. The March 31 date may be extended by mutual agreement.
- UN 14.6 Employees who are in classifications assigned to Schedule 6 and who are required to work on a non-working day shall receive equivalent time off.

### **ARTICLE UN 15 - STAND-BY TIME**

- UN 15.1 "Stand-By Time" means a period of time that is not a regular working period during which an employee is required to keep himself or herself:
- (a) immediately available to receive a call to return to work, and
  - (b) immediately available to return to the work place.
- UN 15.2 No employee shall be required to be on stand-by unless such stand-by was authorized in writing by the supervisor prior to the stand-by period, except in circumstances beyond the Employer's control.
- UN 15.3 Where stand-by is not previously authorized in writing, payment as per UN 15.4 shall only be made where the supervisor has expressly advised the employee that stand-by duty is required.

UN 15.4      When an employee is required to stand-by, he or she shall receive payment of the stand-by hours at one-half (1/2) his or her basic hourly rate with a minimum credit of two (2) hours pay at his or her basic hourly rate.

## **PART C - SALARY AND TERM**

### **ARTICLE UN 16 - SALARY**

UN 16.1 (a) All wages rates to be increased across the board as follows:

January 1, 2005 -	2%
January 1, 2006 -	2.25%
January 1, 2007 -	2.5%
January 1, 2008 -	3%

The above increases are to be compounded.

(b) The salary rates for all classifications are contained in the Salary Schedule attached.

UN 16.2 Effective January 1, 2005, an employee who is at the maximum of the salary range for his or her classification shall continue to be eligible for an increase to his or her rate of pay of three percent (3%) over the maximum rate of the classification. Such increase shall be based on satisfactory performance. For greater certainty, this increase is in lieu of, and not in addition to, the amounts provided for under 16.2.1, 16.2.2 and/or 16.2.3 of the former collective agreement.

#### **IMPLEMENTATION**

UN 16.3 The parties agree to co-operate to facilitate the expeditious implementation of this Agreement.

### **ARTICLE UN 17 - TERM OF AGREEMENT**

UN 17.1 This Agreement covers the period from January 1, 2005, until December 31, 2008. The effective date of any changes to the terms of this Agreement from the previous Agreement, unless otherwise indicated, shall be June 24, 2005. This Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party serves notice to the other in writing that it wishes to bargain for a new Collective Agreement in accordance with the *Labour Relations Act, 1995*, and the *Crown Employees Collective Bargaining Act, 1993*.



## **PART D - APPENDICES**

### **APPENDIX UN 1**

#### **SCHEDULE A AVERAGING HOURS OF WORK**

##### **Schedule A Averaging of Hours of Work**

The number of hours of work per week prescribed shall be computed as a weekly average over one (1) year, where the duties of a civil servant require:

- a) that he or she work more than the number of hours per week prescribed at regularly recurring times of the year, or
- b) that the number of hours per week be normally irregular.

##### **Averaging Period:**

The averaging period for each class and/or position:

- a) will conform to the twelve (12) month calendar period which reflects the work cycle of that class and/or position, and
- b) will be reported to the bargaining agent.

##### **Prorating:**

Periods of employment of less than twelve (12) months in an averaging period (e.g., due to appointment, transfer, separation, etc.) will be prorated.

##### **Hours per Averaging Period:**

The hours of work required shall correspond to a thirty-six and one quarter (36 1/4) hour week or a forty (40) hour week averaged over the twelve (12) month calendar period.

##### **Changes to Hours per Averaging Period:**

If at any time, a ministry requires a different hours base for a class or for a position within a class (e.g., equivalent of forty (40) hours per week instead of thirty-six and one-quarter (36 1/4) hours per week), the ministry must:

- a) alter the affected employees' salaries proportionately, and
- b) notify the Corporate Labour Relations/Corporate Labour Relations/Negotiations Secretariat, Management Board Secretariat, and the Union of any such changes.

##### **Record of Hours Worked:**

A record will be maintained for each employee affected showing a running total of hours worked:

- a) on his or her regular working days, and
- b) during the averaging period.

**Excessive Buildup of Hours Worked:**

When an employee's buildup of hours worked is becoming excessive, he or she:

- a) may be required to take time off on an hour-for-hour basis, in order to bring his or her hours accumulation into line with the hours requirement for the averaging period, and
- b) will be given reasonable notice, where circumstances permit, of any such time off.

**Calculation of Hourly Rate:**

In all cases, the basic hourly rate of pay for employees on averaging is to be determined by dividing the weekly rate of the class by thirty-six and one-quarter (36 1/4) or forty (40) as applicable, unless the basic hourly rate of pay already exists.

**Hours Worked Over Annual Requirement:**

At the end of the averaging period, any excess hours standing to the employee's credit over and above the annual hour's requirement will be considered as overtime.

Normally, the employee shall be paid for his or her overtime credits. Such payment shall be based on the basic hourly rate he or she was receiving on the last day of the averaging period. Compensating time off may be substituted for payment of overtime credits as follows:

- (a) Where there is insufficient work for an employee to the extent that his or her presence is not required for a period of time, in which case:
  - a ministry has the authority to direct that the employee take time off rather than receive pay for the overtime credits, and
  - such time off must be taken commencing during the first month of the next averaging period;

or

- (b) In circumstances other than the above and where the employee and his or her supervisor mutually agree to compensating leave, in which case the time off will commence:
  - within the first month of the next averaging period, or
  - at an otherwise mutually satisfactory time.

**Hours Worked on Holidays or Other Than Regular Workdays:**

- a) All hours worked on a holiday included under Article 47 (Holidays) of the Central Collective Agreement shall be paid at the rate of two (2) times the basic hourly rate that the employee was receiving when the holiday was worked.

All hours worked on a day that is not a regular working day for the employee will be treated as overtime and based on the rate he or she was receiving when the overtime was worked.

**APPENDIX UN 2**  
**CUSTODIAL RESPONSIBILITY ALLOWANCE**  
**September 23, 1985 - revised March 29, 1996**

Mr. A. Todd  
Chief Negotiator  
Ontario Public Service Employees Union  
1901 Yonge Street  
Toronto, Ontario  
M4S 2Z5

Dear Mr. Todd:

**Re: Custodial Responsibility Allowance (K1) - Article 7.8 of the Central Collective Agreement**

This will confirm that effective January 1, 1984, a Custodial Responsibility Allowance of two thousand dollars (\$2,000.00) per year is payable to employees of the Ministry of the Solicitor General and Correctional Services and employees working in training schools operated by the Ministry of Community and Social Services, in addition to the rate of pay specified for the class of the positions to which they are assigned, provided they fulfil all of the following requirements:

- (a) they are not professional staff such as teachers, nurses, social workers or psychologists;
- (b) the positions to which the employees are assigned are not covered by classes which already take into account responsibility for the control of inmates or wards, such as Correctional Officers, Industrial Officers, Supervisors of Juveniles, Observation and Detention Home Workers, Recreation Officers (Correctional Services), Trade Instructors and Provincial Bailiffs;
- (c)
  - (i) they are required, for the major portion of their working time, to direct inmates or wards engaged in beneficial labour;
  - or
  - (ii) as group leaders/lead hands, they are directly responsible, for the major portion of their working time, for operations involving the control of a number of inmates or wards engaged in beneficial labour;
  - and
- (d) they are responsible for the custody of inmates or wards in their charge and are required to report on their conduct and lay charges where breaches of institutional regulations occur.

The Custodial Responsibility Allowance shall be paid according to the base rate of pay for the class involved.

- weekly rated classes - \$38.40/week
- hourly rated classes:
  - 40 hour week - \$0.96/hour
  - 36-1/4 hour week - \$1.06/hour

Yours truly,

P. Mooney  
Senior Staff Relations Officer

**TRAINING AND DEVELOPMENT  
REVISED – May 5, 2002**

**Letter of Agreement  
Regarding  
Training and Development**

The parties agree that a joint subcommittee of the CERC will be established to examine issues related to Training and Development as they apply to the Unified Bargaining Unit.

The mandate of the subcommittee will include:

- reviewing the structure or development of internal training programs and special project training assignments;
- investigating professional developmental opportunities.

The subcommittee shall be comprised of equal numbers of Union and Employer representatives and shall be activated within ninety (90) days of the signing of this Agreement. Four (4) union representatives will be from the Unified Bargaining Unit.

It is understood that time off, and compensation for subcommittee members will be dealt with in accordance with the usual practice adopted by CERC for such matters.

Signed this 30th day of August, 1996, in Toronto, Ontario.

**APPENDIX UN 5**  
**Applicable to the IHC Classification Group**

**COMPRESSED WORK WEEK ARRANGEMENTS**  
**ARTICLE 10.1 CENTRAL COLLECTIVE AGREEMENT**  
**Revised May 5, 2002**

**Letter of Agreement**  
**Regarding**  
**Compressed Work Week Agreements**

- 1) The parties agree that Compressed Work Week Agreements (CWWA) can be a viable method of arranging work schedules.
- 2) On the above basis, each affected ministry is prepared to enter into a local work site consultation process with OPSEU regarding existing CWWA, with a view to establishing efficient schedules that meet operational, financial and service delivery needs of the work site.
- 3) The Employer will consider proposed schedules provided by the Union, in the development of any CWWA schedule; it is understood that the Employer retains the right to determine the final CWWA schedule.
- 4) The parties also agree to maintain existing CWWA for a period not to exceed six (6) months from the date of the signing of this Central Collective Agreement, at those work sites where they currently exist, unless the parties mutually agree otherwise.
- 5) Should the local work site consultation process fail to produce an acceptable CWWA within six (6) months of the date of the signing of this Central Collective Agreement, either party reserves the right to terminate existing CWWA, unless the local parties agree to extend the six (6) month period.

Signed this 30th day of August, 1996, in Toronto, Ontario.

## **APPENDIX UN 6**

### **Applicable to the IHC Classification Group Revised May 5, 2002**

#### **Addendum For The Institutional And Health Care Classification Group**

The parties hereto have agreed to the terms of this Addendum covering employees in classifications of Residence Counsellor 1, 2 and 3 and Nurses Special Schools in the Institutional and Health Care Classification Group.

This Addendum shall be attached to and form part of the Unified Collective Agreement.

The terms of the settlement are as follows:

- a) The hours of work shall be established by the Ontario Schools for the Deaf and the Blind, and they may vary depending on the situations which exist at the different schools. The normal hours of work per week shall be forty (40) hours plus an additional number of hours of work for the purpose of coverage requirement without penalty, recognizing that twelve (12) hours between shifts and two (2) consecutive days off may not be possible to schedule. Normal scheduling of hours shall be September 1 to June 30.
- b) Sleep-in is not work and shall only be compensated as specified herein. Scheduled sleep-in hours shall be credited at the rate of fifty percent (50%) to a maximum of four (4) hours credit for those hours on sleep-in duty per night toward the required annual accumulation. Sleep-in hours prior to or following a period of work shall not form a part of the work shift for any purpose under this Agreement.
- c) Authorized overtime work which is required as a result of an emergency situation shall be immediately submitted for payment at time and one-half (1-1/2) the regular hourly rates. This emergency non-scheduled overtime work shall not be included when totaling the number of credit hours required for the year as per Schedule A. Payment will normally be expected within thirty (30) days of submission.

**APPENDIX UN 7**

**SPECIAL ADJUSTMENTS**

Special adjustments shall be as follows:

The following are special classification adjustments. These increases will be applied to existing rates, prior to any across the board increases, and an across the board increase on the same date will be compounded on the special adjustment.

1. The salary rates for all steps in the Air Engineer class series will be revised as follows:

- i. 5% on January 1, 2005
- ii. 5% on January 1, 2006

2. The salary rates for all steps in the Pharmacist Staff class will be increased as follows:

- i. 4% on January 1, 2005
- ii. 4% on January 1, 2006
- iii. 4% on January 1, 2007

3. The salary ranges for the new Ambulance Communications Officer series will be established effective January 1, 2005, as follows:

Ambulance Communications Officer 1

						Max plus Merit
23.18	23.66	24.21	25.20	26.70		27.50

The MOHLTC employees in positions classified in the Communications Operator 2 class, as well as employees in the air ambulance dispatch positions in the Paramedic 1, Land class and in the OAG11 class shall, effective January 1, 2005, be covered by the Ambulance Communications Officer 1 class.

Ambulance Communications Officer 2

						Max plus Merit
24.21	24.96	25.77	26.83	28.35		29.20

The MOHLTC employees in positions classified in the Communications Operator 3 class will be covered by the new Ambulance Communications Officer 2 class.

Any negotiated Across the Board increases will be applied to these rates.

4. The salary rates for all steps in the Forester and Biologist class series will be increased as follows:

- i. 4% on January 1, 2005
- ii. 4% on January 1, 2006

5. The salary rates for all steps in the Social Worker 1, Social Worker 2, Social Work Supervisor 1, Social Work Supervisor 2 and Social Work Assistant classes will be increased as follows:
  - i. 2% on January 1, 2005
  - ii 1% on January 1, 2006
6. The salary rates for all steps in the Psychologist 1 and 2 classes, and the Psychologist Inpatient/Outpatient class will be increased as follows:
  - i. 4% on January 1, 2005
  - ii 4% on January 1, 2006
7. The salary rates for all steps in the Psychometrist 1 and 2 classes will be increased as follows:
  - i. 2% on January 1, 2005
  - ii 1% on January 1, 2006
8. The salary rates for all steps in the Occupational Therapist 1, 2 and 3 classes will be increased as follows:
  - i. 2% on January 1, 2005
  - ii 1% on January 1, 2006
9. The salary rates for all steps in the Scientist 1, 2, 3, and 4 classes will be increased as follows:
  - i. 2% on January 1, 2005
10. The salary rates for all steps in the Research Scientist 1, 2, 3, 4 and 5 classes will be increased as follows:
  - i. 2% on January 1, 2005
11. The salary rates for all steps in the Pesticides and Terrestrial Effects Officer class will be increased as follows:
  - i. 4% on January 1, 2005
  - ii 4% on January 1, 2006
12. The salary rate for all steps in the Nursing Home Officer Environmental Health class will be increased as follows:
  - i. 5% on January 1, 2005
  - ii 4% on January 1, 2006
13. The salary rates for all steps in the Workers Compensation Advisor 1 and 2 classes will be increased as follows:
  - i. 3% on January 1, 2005
  - ii. 3% on January 1, 2006

**Letter of Understanding**

Mr. Terry Baxter  
Chief Negotiator, OPSEU  
100 Lesmill Road  
North York, Ontario  
M3B 3P8

Dear Mr. Baxter,

Re: Article UN16.2

This will clarify the intention of the proposed Article UN16.2. The words “shall continue to be eligible” are intended to capture the same formula for eligibility as prescribed by Article UN16.2.3 of previous collective agreement expiring December 31, 2004. Specifically:

- a) Employees who have been at the maximum of the range for at least 12 months, and are currently receiving the increase of 3% as prescribed by UN16.2.3, shall continue to be eligible to receive it;
- b) Employees who have been at the maximum of the range for less than 12 months shall receive the increase of 3% once they have been at the maximum for 12 months;
- c) Employees who are not at the maximum of the range will receive the increase of 3% once they have been at the maximum for 12 months;
- d) Eligibility shall, in each of (a), (b) and (c) above, continue to be based on satisfactory performance.

I trust this is satisfactory to clarify the matter.

Yours truly,

Elizabeth McKnight  
Director, OPSEU Negotiations

## GENERAL NOTES AND ALLOWANCES

### UNIFIED BARGAINING UNIT

Classification notes and salary allowances applicable to classifications in this Bargaining Unit:

- K 1 Refer to Appendix UN 2 Custodial Responsibility Allowance.
- K 2 An allowance of one hundred dollars (\$100.00) is payable to the staff of the Oak Ridge Wing, Penetanguishene Mental Health Centre, in addition to the rates specified in the salary range for the classification to which they are assigned, provided the Superintendent certifies that they meet the following requirements:
- a) they are not professional staff, i.e. physicians, nurses, occupational therapists, social workers, psychologists, etc;
  - b) they are not clerical or office staff;
  - c) they are not attendants;
  - d) they are not foremen/women;
  - e) they spend fifty percent (50%) of their time in close contact with patients at Oak Ridge, under circumstances in which attendants, nurses or physicians are not present.

All persons who, on July 1, 1966, do not meet the above criteria but who are presently receiving the \$100 bonus, may retain it as long as they continue to occupy their present positions.

Weekly rated classes - \$1.92/week  
 Hourly rated classes - \$0.05/hour (40 hour work week)

- K 3 Establishment of a set of hourly salary notes for employees in the Ontario Clean Water Agency who complete and maintain facility operator's licenses. Employees would receive an hourly salary note for each license acquired and maintained, as follows:

Certification Level	Water Treatment Licence	Water Distribution Licence	Wastewater Treatment Licence	Wastewater Collection Licence	Water Quality Analyst
I	\$0.10	\$0.10	\$0.10	\$0.10	
II	\$0.20	\$0.20	\$0.20	\$0.20	
III	\$0.30	\$0.30	\$0.30	\$0.30	
IV	\$0.50	\$0.50	\$0.50	\$0.50	
					\$0.20

Employees shall be compensated for each individual license acquired and maintained, based on the highest certification level attained for that license.

For example, an employee with a Level I Water Treatment License and a Level II Water Distribution License would receive an hourly salary note for each, i.e. \$0.10 and \$0.20, for a total of \$0.30.

## **Overall Responsible Operator**

### Water

The employee designated as the Overall Responsible Operator in accordance with Section 23 of the Safe Drinking Water Act, 2002, Regulation 128/04, will receive an additional \$2.00 an hour up to a maximum of \$80.00 per week.

### Wastewater

The employee designated as the Overall Responsible Operator in accordance with Section 15 of the Ontario Water Resources Act, Regulation 129/04, will receive an additional \$2.00 an hour up to a maximum of \$80.00 per week.

## **Administrative Classification Group:**

T 1 Employees in positions classified as Transportation Enforcement Officer 1 or 2 or Vehicle Inspection Administrator and who are required to possess both a Class A Motor Vehicle Repairer's Certificate of Qualification and a Propane Vehicle Inspector Certificate of Qualification S6B shall be entitled to a salary allowance of seven hundred dollars (\$700.00) per annum. The salary allowance will be equally apportioned and paid on each pay cheque.

Transportation Enforcement Officer 1	\$13.42/week
Transportation Enforcement Officer 2	\$13.42/week
Vehicle Inspection Administrator	\$13.42/week

## **Institutional and Health Care Classification Group**

G 15 Employees in positions classified as EEG Technician 2 or EEG Technician 3 which require the operation of EEG equipment involving advanced electronic techniques and circuitry such as: the Model ARD-3 Response Detector, the Model EVR-8 Evoked Response Generator, the Model ASB-4 Audio Tone Burst Generator and the CRO-2 Readout Oscilloscope manufactured by IMA Electronics Ltd., Oakville, Ontario may be paid one (1) rate above each listed rate in the salary range. The new maximum rate to which an employee in receipt of this note may progress is contained in parentheses.

G 24 An employee occupying a position classified in the Nurse General class series, employed at the Oak Ridge Division of the Penetanguishene Mental Health Centre and who has patient contact, shall be permitted to progress two (2) rates beyond the maximum for the established salary range. The rates beyond the normal maximum rate to which an employee who is in receipt of this note may progress are contained in parentheses.

G 27 Employees in group leadership positions who, in addition to the work described at their classification level, are responsible for overseeing and assigning work shall be paid one (1) rate above their current rate in the salary range. The maximum rate to which an employee in receipt of this note may progress to is contained in parentheses.

Paramedic 2, Air
Paramedic 1, Land
Paramedic 2, Land

N 1 An allowance of one hundred and ninety dollars (\$190.00) per annum in addition to each listed rate in the salary range may be paid for successful completion of the Nursing Unit Administration Course offered by the Canadian Hospital Association to an employee in a position classified as:

Nurse 3, General	\$3.64/week
Nurse 3, Special Schools	\$0.09/hour
Nurse 3, Special Schools	\$0.09/hour
Head Nurse, Outpatient Clinics	\$3.64/week

N 2 An allowance of five hundred and six dollars (\$506.00) per annum in addition to each listed rate in the salary range may be paid for successful completion of a post-graduate certificate or diploma program in nursing of at least one (1) year's academic duration from an educational institution of recognised standing to an employee in a position classified as:

Nurse 1 & 2 Clinic	\$9.70/week
Nurse 2 & 3 General	\$9.70/week
Nurse 1 Public Health	\$9.70/week
Nurse 2 Special Schools	\$0.24/hour
Nurse, Outpatient Clinics	\$9.70/week
Head Nurse, Outpatient Clinics	\$9.70/week
Nurse, Occup. Health & Safety	\$9.70/week

N 3 An allowance of one thousand and ten dollars (\$1,010.00) per annum in addition to each listed rate in the salary range may be paid for successful completion of a degree in nursing science from a university of recognised standing to an employee in a position classified as:

Nurse 2 & 3 General	\$19.36/week
Nurse 2 Nursing Education	\$19.36/week
Nurse 3 Special Schools	\$ 0.48/hour
Nurse, Outpatient Clinics	\$19.36/week
Head Nurse, Outpatient Clinics	\$19.36/week

All N salary allowances are subject to the following conditions:

- a) the qualification is not a mandatory requirement for entry to the classification;
- b) the qualification is deemed to be useful in the execution of the employee's duties (i.e. is job related);
- c) the application of the allowance is at the discretion of management; and
- d) only one allowance may be paid at one time.

P 1 An allowance of \$3,500 per annum in addition to each listed rate in the salary range shall be paid to an employee who occupies a position classified in the Psychiatric Nursing Assistant class series, who together with his or her therapeutic duties, is also assigned for a substantial portion of his or her responsibilities to ensure the secure custody of patients assigned to the locked portion of a medium secure unit within one of the psychiatric facilities operated by the Ministry of Health. A medium secure unit is one in which greater security measures are required than in other units of the hospital and in which the

majority of the patients are detained under a Lieutenant Governor's Warrant which requires safe custody and medium security, or under a Warrant of Remand.

Psychiatric Nursing Assistant 1	\$1.68/hour
Psychiatric Nursing Assistant 2	\$1.68/hour
Psychiatric Nursing Assistant 3	\$1.68/hour
Psychiatric Nursing Assistant 4	\$1.68/hour

Rates of pay for Trades Apprentices in Cook 2, Baker 2 and Hairdresser classifications are as set forth in Addendum 1 (Trades Apprentices - Rates of Pay) of the Technical Classification Group.

### **Operational and Maintenance Classification Group**

G4 A steam plant engineer in charge of all the shift engineers, in a power plant, who acts as the assistant to a steam plant chief who has responsibility for all institutional maintenance, shall be permitted to progress one (1) rate beyond the maximum for the established salary range. The maximum rate to which an employee who is occupying a position classified as Steam Plant Engineer 2 or Steam Plant Engineer 3 and who is in receipt of this classification note may progress is contained in parentheses.

G5 Manual Workers who are assigned to operate type "A" equipment in one (1) season in each year, for not less than forty percent (40%) of the year's working time, shall be permitted to be paid one (1) rate above each listed rate in the salary range. The maximum rate to which an employee who is occupying a position classified as Manual Worker and who is in receipt of this classification note may progress is contained in parentheses.

K15 A tool allowance of one hundred dollars (\$100.00) shall be paid to employees who are in positions classified in the following classes, provided that these employees are required to use their own tool kits and further provided that the employees have been continuously employed for at least one (1) year:

- Air Engineer 1
- Air Engineer 2
- Air Engineer 3
- Air Engineer 4

### **Technical Classification Group**

G22 An employee who occupies a position in the Centre of Forensic Sciences in the Ministry of the Solicitor General and Correctional Services, and who is occupying a position classified Scientist 3 or Scientist 4, shall be paid one (1) rate above each listed rate in the salary range. The maximum rate to which an employee who is in receipt of this note may progress is contained in parentheses.

G26 An Exhibit Fabricator who, in addition to the responsibilities described at his or her classification level, oversees the quality of work performed in designated exhibit or workshop areas and provides technical direction to two (2) or more Exhibit Fabricators shall be paid one rate above each listed rate in the salary range. The maximum rate to which an employee who is an Exhibit Fabricator 1, 2 or 3 and is in receipt of this classification note may progress is contained in parentheses.

K7 A tool allowance of one hundred dollars (\$100.00) shall be paid to employees who are in positions classified in the following classes, provided that these employees are required to use their own tool kits and further provided that the employees have been continuously employed for at least one (1) year:

Mechanic 1, 2  
Mechanic Foreman/Woman  
Maintenance Welder  
Maintenance Machinist  
Maintenance Machinist Foreman/Woman  
Maintenance Mechanic 1, 2, 3  
Technician Equipment Development