

COLLECTIVE AGREEMENT

BETWEEN:

MUNICIPAL PROPERTY ASSESSMENT CORPORATION
(hereinafter referred to as the Employer)

AND:

ONTARIO PUBLIC SERVICE EMPLOYEES UNION
on behalf of its Locals (various)
(hereinafter referred to as the Union)

Expiration date December 31, 2011

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ARTICLE 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish and maintain working conditions, hours of work and wages with respect to employees covered by this Agreement and to provide for a prompt and orderly method of settling complaints or grievances which might arise hereunder.
- 1.02 This Agreement sets forth the entire Agreement on rates of pay, hours of work and other conditions of employment. Amendments to this Agreement may only be made in writing on the agreement of both parties. There are no representations, warranties or conditions that affect the rights of the parties and employees, save and except those specifically set out in this Agreement.

ARTICLE 2 - RECOGNITION

- 2.01 The Employer recognizes the Union as the sole and exclusive bargaining agent of all employees of the Employer in the Province of Ontario, save and except supervisors (other than Manager Mapping Services and Manager Data Services), managers, those above the rank of supervisors and managers, those employed in a confidential capacity in matters relating to labour relations and those in the office of the President and CAO.
- 2.02 For greater certainty, such employees include regular and temporary employees, students, and such other employees as may be mutually agreed.

ARTICLE 3 - RELATIONSHIP

- 3.01 The Employer and the Union each agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or their representatives or members because of an employee's membership or non-membership in the Union or because of his/her activity or lack of activity in the Union.
- 3.02 The Union further agrees that there shall be no solicitation for membership or other Union activities during working hours except as specifically permitted by this Agreement or in writing by the Employer.
- 3.03 All reference to the male gender in this Agreement shall be read as applying to the female gender where the context would apply, and vice versa.
- 3.04 Where the singular is used throughout the Article within this Agreement it is agreed that the plural is an acceptable substitute wherever the plural is applicable.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive right of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) hire, transfer, classify, assign, appoint, promote, demote, appraise, train, develop, lay off and recall employees;

- (c) discipline and discharge employees for just cause, except that probationary employees may be discharged without cause;
- (d) generally to manage the enterprise in which the Employer is engaged and without restricting the generality of the foregoing, the right to plan, direct and control operations, facilities, programs, systems and procedures, direct its personnel, determine complement, organization, methods and the number, location and classification of personnel required from time to time, the number and location of operations, buildings, equipment and facilities, the services to be performed, the scheduling of assignments and work, the extension, limitation, curtailment or cessation of operations and all other rights and responsibilities not specifically modified elsewhere in this Agreement.

4.02 The Employer shall exercise the above rights in a manner consistent with the expressed terms of the Collective Agreement.

ARTICLE 5 - TEMPORARY EMPLOYEES AND STUDENTS

- 5.01 The following articles shall apply to temporary employees: 1, 2, 3, 4, 5 (except 5.04 and 5.05), 6, 7, 8, 9, 10 (except 10.05), 12 (except 12.06 and 12.07), 14, 15, 16, 17, 18, 20, 26.01, 26.03 (without pay only), 26.05, 26.18, 26.19, 27 and 28. No other articles apply.
- 5.02 Temporary employees shall receive 10 percent of base wages in lieu of holidays, vacations and benefits and in lieu of pay therefor.
- 5.03 Temporary employees shall accrue attendance credits at the rate of one and one-quarter days after each month of full attendance. Attendance credits are for sick leave purposes only, and for no other purpose. Use of these credits is subject to such medical evidence, if any, as the Employer may require.
- 5.04 The following articles shall apply to students: 1, 2, 3, 4, 6, 7, 8, 9, 10 (except 10.05), 15, 16, 17, 18 and 28. No other articles apply.
- 5.05 Students shall receive eight percent of base wages in lieu of holidays and vacations and in lieu of pay therefor.
- 5.06 Where the same work has been performed by a temporary employee for any period of at least eighteen (18) consecutive months (except for situations where the employee is replacing a regular employee on a leave of absence authorized by the Employer or as provided for under the collective Agreement) and where the Employer has determined that there is a continuing need for that work to be performed on a full-time basis, the Employer shall establish a regular position to perform that work.
- 5.07 Where the Employer has determined that it will convert a position in accordance with 5.06 the status of the incumbent in the position will be converted from temporary to regular, provided that the incumbent has been in the position in question for at least eighteen (18) consecutive months.
- 5.08 In the event of a death of a parent, spouse or child, a temporary employee shall be granted up to three (3) days leave of absence from regularly scheduled work. In the event of a death in the immediate family, other than parent, spouse or child, a temporary

employee shall be granted one (1) day leave of absence from regularly scheduled work. Such leave shall be without loss of pay from regular hourly earnings. Immediate family shall mean spouse, parent, step-parent, step-parent-in-law, child, brother, sister, son/daughter-in-law, grandchild, grandparent, brother/sister-in-law, stepson/stepdaughter, ward or guardian.

ARTICLE 6 - NO STRIKE NO LOCKOUT

- 6.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts during the term of operation of this Agreement. The meaning of the words “strike” and “lockout” shall be as defined in the Ontario Labour Relations Act.

ARTICLE 7 - CHECK-OFF OF UNION DUES

- 7.01 There shall be deducted from the bi-weekly pay of every employee a sum in lieu of membership dues equivalent to the bi-weekly dues of the Ontario Public Service Employees Union. Deduction shall begin with the pay period nearest to the employee’s date of hire. In addition, the Employer shall deduct Union dues from any retroactive wage payments.
- 7.02 The Employer agrees that it will remit the total amount of such deductions to the Director of Financial Administration of the Union, 100 Lesmill Road, Toronto, Ontario, not later than the 15th day of each month following the month that deductions were made. The remittance shall be accompanied by a list of names and employee identification numbers of those employees from whom deductions have been made. The Employer will provide to the Union the Social Insurance Number for full-time regular employees, upon hire.
- 7.03 The Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 7.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this article.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 The Employer acknowledges the right of the Union to appoint or select a negotiating committee of not more than five (5) employees covered by the Collective Agreement for the purpose of negotiating a renewal Agreement pursuant to notice given under Article 28: Duration.
- 8.02 The Employer will grant the members of the Union negotiating committee leave of absence without loss of regular pay or credits for the dates that the committee meets with the Employer for the purpose of negotiating a renewal agreement.
- 8.03 In addition, the Employer will grant the members of the Union negotiating committee leave without pay and without loss of credits for a reasonable number of days for caucus/travel time.

ARTICLE 9 - REPRESENTATION

- 9.01 The Employer will recognize a reasonable number of stewards at each workplace from among employees in the Bargaining Unit as described in Article 2.01 who have completed their probationary period, for the purpose of assisting employees in the presentation of grievances in accordance with the provisions of this agreement. The Union shall designate one of such stewards in each workplace as the main point of contact for the purposes of discussion between the Union and Management in the workplace.
- 9.02 The Union shall keep the Employer notified in writing of the names of the current stewards referred to in 9.01 and members of the negotiating committee. The Union will notify the Employer of the name of the steward responsible for the presentation of any grievance.
- 9.03 It is agreed that stewards shall continue to perform their regular duties and responsibilities for the Employer and shall not leave their regular duties, for the purpose set out in 9.01, without having first secured permission from their immediate supervisor. Such permission should not be unreasonably withheld.
- 9.04 Stewards requesting time off for the purpose of servicing grievances under the Collective Agreement shall advise their immediate supervisor of their business and report to such supervisor at the time of their return to work, subject to permission being granted under 9.03.
- 9.05 Any employee who has a grievance and is required to attend grievance meetings shall be given time off with no loss of pay and with no loss of credits to attend such meetings. This article shall also apply to the Union representative who is authorized to represent the grievor.
- 9.06 An employee elected to a full-time officer position with OPSEU shall be granted full-time release without pay for the duration of his/her term of office. The Union shall reimburse the Employer quarterly for the employee's salary and contribute the Employer's share of contributions to the Pension Plan and the Canada Pension Plan. The Union will make the Employer's contribution to any prevailing health or other plans applicable to the elected employee and pay the costs of sick leave credits used during the leave of absence. The Union will make the Employer's contribution for Employment Insurance. The employee shall accumulate full seniority during such leave(s) of absence. Except where the layoff and recall provisions apply during the leave, the employee shall return to the position held immediately prior to the leave and shall be paid at the step that he/she had attained when the leave commenced. If the position no longer exists, the employee shall, if possible, be assigned to a position at the same classification and level, in the same work location. If such a position cannot be found, the layoff provisions of the agreement shall apply to the employee upon his/her return from leave. Where the layoff and recall provisions have application during the leave, they shall apply to the employee in the same manner as if the employee were not on leave.
- 9.07 If an employee is elected to the OPSEU Executive Board, he/she will be released upon Union request without loss of pay or credits. Pay and benefits shall be charged back to OPSEU quarterly. Scheduling is subject to operational requirements, but leave will not be unreasonably denied. The employee shall accumulate full seniority during such leave(s)

of absence. The Union shall give as much notice as possible of the date(s) of requested leave.

- 9.07.1 Where an employee is seconded to the Union, he/she will be released upon Union request without loss of pay or credits. Pay and benefits shall be charged back to OPSEU monthly. The employee shall accumulate full seniority during such leave of absence. Such leave shall not exceed one year.
- 9.08 The employee elected as Employee Co-Chair of the Union-Management Committee shall be released from duty with pay but without loss of credits for up to three (3) days, and without pay but without loss of credits for up to two (2) days per month, for the purpose of performing his/her duties as Co-Chair. The employee shall give at least two (2) weeks' notice of the day or days required, which shall be granted, where such notice is given, except in unavoidable circumstances. It is understood that these days are provided to allow the Co-Chair to attend to Union business, and to minimize time spent on Union activities during working days.
- 9.09 Subject to 9.10 and 9.12, the Employer shall grant leaves of absence without pay but with no loss of credits for members of the Bargaining Unit, for the purpose of attending Union conferences, schools, seminars, conventions, or other such activities related to the Union. A maximum of five hundred and thirty-five (535) such days, in the aggregate, shall be granted. It is understood that when the maximum has been reached, the Employer is under no obligation to grant any further such days.
- 9.10 The Employee Co-chair of the Union-Management Committee shall advise the Vice-President Corporate and Human Resources of the days requested under 9.09. Where the Union gives the Employer one (1) month's notice of the date(s) required for the purposes of 9.09, and the employee(s) to whom leave(s) should be granted for such purposes, the Employer shall grant the leave(s), subject only to unavoidable circumstances. Where less than one (1) month's notice is given, the Employer shall endeavor to grant the leave(s), subject to operational requirements.
- 9.11 If a difficulty arises with the granting of any particular request under 9.09, and/or 9.10, the Employee Co-Chair of the Union-Management Committee may consult with the Vice-President Corporate and Human Resources and seek to resolve any difficulties that may have arisen in connection with such a request.
- 9.12 It is understood that an employee may be granted an extended leave of at least one month for educational purposes that may be related to the Union, and that such a leave shall not be considered to be a leave of absence under 9.09. A request for such a leave shall be considered by the Employer, and may be granted subject to operational requirements.

Union Management Committee

- 9.13 The parties agree to the establishment of a Union-Management Committee, consisting of five (5) persons appointed by each party. Up to five (5) appointees of the Union may be employees in the bargaining unit. One additional appointee of the Union may be a staff representative. Each party shall designate one of its appointees as a Co-Chair.
- 9.14 The Union-Management Committee shall have the following terms of reference:

- (a) To provide a forum for discussion of issues of a Province-wide nature, including Health and Safety issues, provided that this shall not include any matter that is the subject of a grievance;
 - (b) To discuss issues of interest to the Union and management, provided that this shall not include matters that are or could be the subject of collective bargaining;
 - (c) To discuss other matters that may be mutually agreed.
- 9.15 The Union-Management Committee shall meet quarterly, or at such other times as may mutually be agreed.
- 9.16 It is understood that the Union-Management Committee is a forum for discussion, and is not a decision-making body.
- 9.17 The members of the Union-Management Committee who are employees in the Bargaining Unit shall be granted leave of absence without loss of regular pay and without loss of credits for the day(s) that the Committee meets, as well as reasonable travel/caucus time up to a maximum of seven and one-quarter (7.25) hours on the day prior to the date of the Committee meeting, provided that the travel/caucus day is a working day for the employee.

Leave for Local Union Officials

- 9.18 Each MPAC work location shall have the following monthly allowance for Union duties to be allocated to Union officials by the OPSEU Executive body at that location, without loss of pay or credits:

Up to 99 members:	1.0 days
100 members and over:	1.5 days

- 9.19 Allocation will be done on or before the first of every month, and once the allocation has been made, it cannot be changed without the consent of the Employer. The allocation shall be utilized in blocks of at least ½ day each. The Union will give as much advance notice as possible. Scheduling is subject to operational requirements, but leave will not be unreasonably denied. The Union understands that scheduling is more easily accommodated if more advance notice is given.
- 9.20 Time allocated for the months of July and August may be carried forward, with the consent of the Employer, which shall not be unreasonably denied.

Union Leave Invoiced by Employer

- 9.21 It is agreed that where an employee who is a member of the Negotiating Committee or the Union Management Committee, or a Province-wide Union Committee, is on a leave of absence without pay for the purpose of caucusing and/or traveling for the purposes of the relevant committee, the Employer shall maintain the employee on the payroll and invoice OPSEU monthly for the salary and benefits paid to the employee or on his/her behalf for the relevant period. OPSEU shall pay such invoices promptly.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

- 10.01 For purposes of this Agreement, a grievance is defined as a difference arising between the parties relating to the interpretation, application, administration or alleged violation of the Agreement including any question as to whether a matter is arbitrable.

For the purpose of this Article, reference to "days" relating to the grievance and arbitration procedure shall mean working days.

- 10.02 It is the mutual desire of the parties hereto that complaints of employees shall be considered as quickly as possible. It is understood that an employee has no grievance until he/she has first given his/her immediate supervisor the opportunity of resolving his/her complaint. If an employee has a complaint he/she shall discuss it with his/her immediate supervisor within twenty (20) days after the circumstances giving rise to the complaint have occurred or ought to have reasonably come to the attention of the employee. The supervisor shall give his/her response to the complaint within five (5) days, and, failing settlement, or failing a response, it may then be taken up as a grievance within seven (7) days following advice of the immediate supervisor's decision in the following manner:

The employee shall present his/her grievance to his/her immediate supervisor. The grievance shall be in writing and shall include the nature of the grievance and the remedy sought. Failing settlement, the Employer shall deliver its decision in writing within twenty (20) days following the presentation of the grievance.

Union Grievance

- 10.03 Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged violation of the agreement, the Union shall be entitled to file a grievance with the Vice-President Corporate and Human Resources provided it does so within thirty (30) days following the occurrence or origination of the circumstances giving rise to the grievance. This provision is intended to allow general or policy issues to be pursued by the Union but is not intended to take the place of individual or group grievances.

Group Grievance

- 10.04 Where a number of employees have identical grievances and each employee would be entitled to grieve separately, they may present a group grievance, and such written grievance shall be filed with the Vice-President Corporate and Human Resources within twenty (20) days following the occurrence or origination of the circumstances giving rise to the grievance.

Dismissal

- 10.05 A claim by an employee who has completed his/her probationary period that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Vice-President Corporate and Human Resources within ten (10) days after the date the discharge is effected.

Such special grievances may be settled under the grievance or arbitration procedure by:

- a) confirming the Employer's action in dismissing the employee, or
- b) reinstating the employee with or without compensation for time lost, or
- c) by any other arrangement which may be deemed just and equitable by the parties or the Arbitration Board.

10.06 If a probationary employee's performance is unsatisfactory, or he/she is unsuitable in the opinion of the Employer, such employee may be terminated at any time during the probationary period provided that such termination is not done in bad faith. The discharge of the probationary employee shall not be arbitrable unless that it is alleged that the actions of the Employer were in bad faith. The arbitrator shall not reverse the termination on any other ground.

Competition Grievances

10.06.1 An employee alleging that he/she has been improperly denied an advertised vacancy shall be entitled to file a grievance with the Vice-President Corporate and Human Resources within twenty (20) days following the occurrence or origination of the circumstances giving rise to the grievance. The competition number shall be specified in the grievance.

Layoff

10.07 An employee alleging improper layoff shall be entitled to file a grievance with the Vice-President Corporate and Human Resources within twenty (20) days following the occurrence or origination of the circumstances giving rise to the grievance.

Employer Response

10.07.1 The Employer's response to a grievance filed under Articles 10.03, 10.04, 10.05, 10.06.1 or 10.07 shall be given no later than thirty (30) days following the presentation of the grievance to the Vice-President Corporate and Human Resources

Grievance by the Employer

10.08 A grievance by the Employer may be presented, in writing, to the Union President. If the matter is not resolved, it may be pursued to arbitration as hereinafter provided.

Mediation

10.09 The parties may agree to refer any grievance to mediation, before one of the following mediators to be selected by alphabetical rotation:

- | | |
|-----------------|----------------|
| Felicity Briggs | Gerry Lee |
| Marilyn Nairn | Barry Stephens |

If the person selected by rotation is not available within ninety (90) days of the referral, the next person on the list shall be selected.

10.10 The mediator shall attempt to assist the parties in resolving the dispute. It is agreed that

any discussion with the mediator, or information conveyed to the mediator, shall be considered to be privileged and shall not be referred to in arbitration or in any other proceedings.

- 10.11 The parties may refer more than one case to be dealt with by the same mediator on the same day. The parties shall divide equally the fees and expenses of the mediator.
- 10.12 Where the parties have referred a matter to a mediator, prior to the referral to arbitration, the time limit for referring a matter to arbitration under 10.13, if the matter is not resolved, shall run from the date the mediation has been completed.

Arbitration

- 10.13 Failing settlement under the foregoing procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided. If no written request for arbitration is received within twenty (20) days after the response of the Employer is given, the grievance shall be deemed to have been abandoned.
- 10.14 Where no written answer has been given within the time limit specified, the grievance may be submitted to the next step of the foregoing procedure, including arbitration.
- 10.15 No adjustment effected under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed or presented to the Employer or, if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in Section 10.02 above.
- 10.16 When either party requests that any matter be submitted to arbitration as provided in the foregoing article, it shall make such request in writing addressed to the other party to this Agreement. Where such a request is made, a Board of Arbitration shall be constituted, consisting of a nominee appointed by each party and a Chair selected by alphabetical rotation from the following list:

Chris Albertyn	William Kaplan
Randi Abramsky	Paula Knopf
Louisa Davey	Richard MacDowell
Jane Devlin	Owen Shime
Robert Howe	Susan Stewart
Brian Keller	Susan Tacon

If the person selected by rotation is not available for a Hearing within ninety (90) days of the referral, the next person on the list shall be selected.

- 10.17 After the Chair has been selected from the foregoing list, the parties shall notify each other in writing of their respective nominees within ten (10) days. The Minister of Labour may appoint the nominee of a party who fails to make an appointment.
- 10.18 No person may be appointed as a nominee or Chair who has been involved in an attempt to negotiate or settle the grievance. For greater certainty, this would not preclude a person acting as mediator/arbitrator, if agreed by the parties pursuant to 10.20.

- 10.19 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the grievance procedure.
- 10.20 In lieu of a Board of Arbitration, the Parties may agree on a sole arbitrator, to be selected from the list in 10.16, who shall have all the power and authority of a Board of Arbitration. The parties may agree to allow the sole arbitrator to act as a mediator/arbitrator.
- 10.20.1 The parties will utilize mediation/arbitration where it is feasible to do so, subject to the necessity of calling evidence on disputed facts where necessary.
- 10.21 The Board of Arbitration or sole arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- 10.22 Each of the parties hereto will share equally the expenses, if any, of the Chair or sole arbitrator, and shall bear the expenses of its own nominee.
- 10.23 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures must be strictly complied with except by written agreement to extend them and failure to so comply shall result in the grievance being deemed to have been abandoned.
- 10.24 The parties agree that principles of full disclosure of issues in dispute as alleged by a grievance advanced by the Union on behalf of a member or members, or the Union itself, and full disclosure of facts relied upon by management in a decision that is subject to a grievance, are key elements in amicable and expeditious dispute resolution processes. Therefore, the parties agree that at the earliest stage of the grievance procedure, either party upon request is entitled to receive from the other, full disclosure of the information, including full disclosure of all relevant documents.
- 10.25 An employee who has a grievance and is required to attend meetings during the grievance procedure shall suffer no loss of regular pay to attend such meetings. In the case of a group grievance, up to three (3) grievors of the group shall be entitled to be present unless otherwise mutually agreed.
- 10.26 An employee whose grievance is referred to mediation or arbitration may attend the day or days of mediation or arbitration without loss of regular pay for such day or days. In the case of a group grievance, up to three (3) grievors of the group shall be entitled to be present unless otherwise mutually agreed.

Disciplinary Record

- 10.27 Any letter of reprimand, suspension or other sanction of an employee will be removed from all records and files two (2) years following the receipt of such a letter, suspension or other sanction provided that the employee's records and files have been clear of similar offences for the past two (2) years. Any such letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.

Interest

- 10.28 Where the arbitrator or board of arbitration awards interest, interest shall be payable as follows:
- (a) for the period commencing twenty (20) days prior to the date the grievance was filed until the decision:
 - (1) interest shall be calculated at the quarterly prime rates, set by the Bank of Canada, averaged yearly for that period.
 - (2) interest will be paid on all amounts owing, except where compensation is payable for back pay or any other amount that accrues over time, interest shall be calculated on one half of the compensation.
 - (b) for the period from the date of the decision until the compensation and/or damages is paid, interest shall be payable on all amounts owing, payable at the prime rate set by the Bank of Canada, for the quarter before the decision.

ARTICLE 11 - SENIORITY

- 11.01 Seniority, as referred to in this Agreement, shall mean length of continuous service. All employees' seniority dates shall be the earliest of:
- a) the seniority date recognized by the Government of Ontario for employees who were employed by the Ministry of Finance immediately prior to becoming employees of the Employer on December 31, 1998; or
 - b) the date the employee was last hired by MPAC. For greater certainty this shall include all continuous temporary and permanent service.
- 11.02 For the purpose of 11.01, continuous service shall include any leave of absence granted by the Employer, whether paid or unpaid.
- 11.03 An employee shall lose all seniority and shall be deemed to have terminated if:
- a) an employee resigns;
 - b) an employee retires, or is retired;
 - c) an employee is discharged and not reinstated under the Grievance or Arbitration procedure;
 - d) an employee has been laid off for a period in excess of his/her length of seniority up to a maximum of twenty-four (24) months;
 - e) an employee fails to notify the Employer within five (5) calendar days, exclusive of Saturday, Sunday and holidays, of receipt of notice of recall and report within fourteen (14) calendar days from receipt of such notice. Notice of recall may be by telephone or telegram confirmed by registered mail to the employee's last

address registered with the Employer. If notice is by registered mail, it shall be deemed to have been received on the second day following registration;

- f) an employee is absent without leave in excess of seven (7) consecutive working days.
- 11.04 A Province-wide seniority list (both a hard copy and an electronic copy) shall be provided to OPSEU and posted on the Corporate Intranet by the 15th of January of each year, and shall include the employee's name, seniority date, classification and work location. It is understood that if there is any dispute as to which copy of the list is official the hard copy is considered to be the official copy. If no grievance is received regarding the accuracy of the list by the 15th of February, it shall be deemed to be accurate.
- 11.05 All new regular employees shall be on probation for a period of six (6) months. On successful completion of the probationary period, he/she will be credited with seniority as outlined in Article 11.01.
- 11.06 It is agreed that where a temporary employee is successful in a competition for a position that is the same position as the one he or she held as a temporary employee immediately prior to the competition, the employee will be given credit towards completion of the probationary period for the length of service in the position as a temporary employee, to a maximum of three (3) months.

ARTICLE 12 - VACANCIES, PROMOTIONS AND REASSIGNMENTS

- 12.01 Where vacancies in the bargaining unit occur which the Employer decides to fill on a full-time basis, such vacancies will be advertised, except that the Employer may decline to advertise such a vacancy if a similar vacancy was advertised within the previous six (6) months, and there are at least three (3) qualified applicants from the previous competition.
- 12.02 Such vacancies shall be advertised for a period of ten (10) working days and employees bidding on job vacancies must make application, in such manner as the Employer may specify, by the closing date.
- 12.03 Among other things, the internal advertisement for a vacancy shall specify the closing date, the nature of the position, the location of the job assignment, the skills, abilities, qualifications and experience, where applicable, and salary range.
- 12.03.1 The workplace location for an advertised position shall be stated in the advertisement as being either a specific workplace location or a location within a defined area comprising more than one MPAC office.
- 12.03.2 Where an advertised workplace location comprises more than one office, the successful candidate may elect to remain in his/her current workplace location, if his/her current workplace location is within the defined area, or accept a workplace location within the defined area, as determined by the Employer. In either case, the location shall be defined in the offer of employment as the employee's workplace location.
- 12.03.3 When the successful candidate's current workplace location is not within the defined area, the employee must relocate to a workplace location as determined by the Employer,

such location being within the defined area.

- 12.04 (a) Temporary vacancies and vacancies caused by absence due to illness, accident, leaves of absence (including pregnancy and/or parental leave) up to six (6) months need not be advertised. Such temporary vacancies may be filled at the discretion of the Employer. All temporary vacancies in excess of six (6) months will be advertised.
- (b) An employee who is assigned to a vacancy on a temporary vacancy basis pursuant to Article 12.04(a) cannot be further assigned to fill the same vacancy on a temporary basis for a period of three (3) months from the end of the first temporary assignment.

12.05 Where an employee is officially assigned to a higher-rated position on a temporary basis, he/she shall continue to be paid his/her current rate for the first ten (10) working days in the position. Effective the 11th working day, the employee shall be paid at the appropriate rate for the position, retroactive to the first day of the assignment, and shall be paid at the appropriate rate thereafter.

12.06 In filling advertised vacancies, the following factors shall be considered:

- (a) skill, ability, qualifications and experience, which shall be the primary factors considered;
- (b) seniority.

Where the factors in (a) are relatively equal, seniority shall govern.

12.07 The Employer may assign any employee to any vacancy on a temporary basis, including the period of time until the competition has been completed, for a period not to exceed nine (9) months.

12.08 The Employer may decline to consider any applicant to a vacancy who has, within the prior six (6) month period successfully bid on a vacancy.

12.09 An employee receiving a promotion shall be placed on a step in the new classification such that he or she will receive at least a five (5) percent increase in salary, provided that he or she shall not receive, in any case, an amount greater than the highest rate for the classification. It is understood that the term 'promotion' means assignment to a position within a classification having a higher maximum rate than the classification in which the employee was assigned immediately prior to the promotion.

12.10 Where an employee is promoted, a new anniversary date is established based upon the date of promotion.

12.11 In the event that it is necessary for the Employer to temporarily assign employees from any one workplace to another workplace, which will require geographic dislocation, the Employer will, subject to operational requirements, solicit employees on a voluntary basis. In the event that there are insufficient volunteers, employees will, subject to operational requirements, be assigned on a rotational basis within each workplace. Where employees are temporarily assigned work outside their assigned workplace,

reasonable travel arrangements will be worked out with the Employer.

- 12.12 In the event that it is necessary for the Employer to temporarily assign more than twenty (20) employees, and this move causes geographic dislocation, the Employer shall provide the assigned employees with at least two weeks prior notice and shall meet at least one month prior to the assignment with the Union-Management Committee to advise on procedures to be used in the identification of employees assigned, reimbursement of expenses, duration of assignments, etc.
- 12.13 Where the duties of a position are modified, or a new position is created, to accommodate an employee with a disability, the position shall not be considered a vacancy for the purposes of this article.

ARTICLE 13 - LAYOFF AND RECALL

- 13.01 Layoffs shall be carried out in reverse order of seniority within a classification and workplace location, provided that the senior employees have the skill, ability, qualifications and experience to fully perform the requirements of the work without training.
- 13.02 Where an employee is designated for layoff pursuant to 13.01, such an employee who has completed his/her probationary period shall have the right to displace an employee who shall be identified in the following manner:
- (a) the Employer will identify the employee in the same workplace location with the least seniority in the classification having a maximum rate that is the next lowest to that of the employee's own classification, provided that the displacing employee has the skill, ability, qualifications and experience to fully perform the normal requirements of the work without training, and provided that the displaced employee has less seniority than that of the displacing employee; for greater certainty, the words 'without training' are not intended to exclude the normal orientation and support that is provided to a new employee;
 - (b) if no such employee can be found, the Employer will identify the employee in the same workplace location with the least seniority in the classification having the next lowest maximum rate to the classification referred to in (a), provided that the displacing employee has the skill, ability, qualifications and experience to fully perform the normal requirements of the work without training, and provided that the displaced employee has less seniority than that of the displacing employee; for greater certainty, the words 'without training' are not intended to exclude the normal orientation and support that is provided to a new employee;
 - (c) if no such employee can be found, the Employer will review the classifications in descending order in the same manner, to identify the least senior employee in the same workplace location in any such classification, provided that the displacing employee has the skill, ability, qualifications and experience to fully perform the normal requirements of the work without training, and provided that the displaced employee has less seniority than that of the displacing employee; for greater certainty, the words 'without training' are not intended to exclude the normal orientation and support that is provided to a new employee;

- (d) if no such employee can be found, the employee will be laid off.
- 13.03 An employee who is displaced by the operation of 13.02 has the right to exercise the rights set out in 13.02, to displace another employee.
- 13.04 An employee who is displaced by the operation of 13.03 has the right to exercise the rights set out in 13.02, to displace another employee.
- 13.05 An employee who is displaced by the operation of 13.04 shall be laid off with no displacement rights.
- 13.05.1 Where an employee, pursuant to 13.02, 13.03, or 13.04, displaces another employee in a classification having a lower maximum rate, the employee's former rate of pay shall be maintained for a period of three (3) months.
- 13.06 Where employees are laid off as a result of a consolidation of workplace locations, the total of the locations involved in the consolidation shall be considered to be one workplace location for the purpose of this article.
- 13.07 In lieu of layoff or displacement, an employee designated for layoff shall be given preferential consideration for vacancies in equal or lower classifications within his/her workplace location for which he/she is fully qualified. Where an employee is assigned to such a vacancy, the Employer shall not be required to advertise such vacancies and the provisions of Article 12 shall not apply. Where more than one employee is qualified for the same vacancy, seniority shall govern, provided that the successful employee is relatively equal to the less senior qualified employee(s), in skill, ability, qualifications, and experience.
- 13.08 Subject to the provisions of this article, an employee who has not been designated for layoff may offer to be laid off and give up his/her job in the place of another employee in the same workplace location who has been designated for layoff, and whose position is within the same classification as that of the employee who has been designated for layoff.
- 13.09 In order to be considered under 13.08, an employee must advise the Vice-President Corporate and Human Resources, in writing, of his/her willingness to be so considered, within two (2) weeks of the designation of the employee for layoff.
- 13.10 Where the Employer is satisfied that an employee who is designated for layoff is fully qualified to perform the work of an employee who has signified his/her willingness to be considered for layoff pursuant to 13.08, the Employer shall transfer the employee designated for layoff to the position of the employee who has so signified, and the employee who has so signified shall be laid off without any displacement rights.
- 13.11 Employees who are designated for layoff shall receive notice and/or severance pay as provided in the Employment Standards Act.
- 13.12 It is understood that attrition can be used effectively as a redeployment strategy. The Employer agrees that, wherever practicable, attrition will be utilized as an alternative to layoffs.
- 13.13 Employees who are designated for layoff will be provided with transition support which

may include skills assessment, counseling and job-search skills.

- 13.14 An employee who is laid off, who still retains seniority, shall have a right to be recalled to a position in the same work location where the employee formerly worked, within the employee's former classification or a lower classification, provided that the employee is fully qualified to perform the normal requirements of the work of the position without training. For greater certainty, the words 'without training' are not intended to exclude the normal orientation and support that is provided to a new employee. Should more than one employee have rights under this article to be recalled to the same position, seniority shall govern. It is understood that where the employee's former work location no longer exists, the work location closest to the former work location shall be considered the laid off employee's work location for the purpose of this article.
- 13.15 Where an employee is entitled to recall to a position, and is recalled, the provisions of Article 12 do not apply.
- 13.16 It is understood and agreed that during a period of layoff, seniority will accrue up to but not beyond the end of the first month in which the layoff commenced. Where such layoff continues beyond the end of the first month in which such layoff commenced, previously earned seniority shall be maintained and an employee shall resume accumulation of seniority on his/her return, subject to 11.03.
- 13.17 Where there is a closure of an operation or a closure or consolidation of a field office or field offices,
- (a) the Union Management Committee shall be notified at least fifteen (15) days prior to the announcement to the employees of such a closure or consolidation;
 - (b) employees who lose their employment as a result of such a closure or consolidation shall receive six (6) months notice of layoff or pay in lieu, which shall be taken into account in determining the Employer's obligations under the Employment Standards Act.
 - (c) it is agreed that the Union members of the Union Management Committee shall maintain confidentiality of the information given to them until the announcement of the closure or consolidation has been made to the employees.
- 13.18
- (a) in the event of a layoff of an employee, the Employer shall pay its share of the insured benefits premiums up to the end of the month following the month in which the layoff occurs, or the statutory notice period, whichever is later.
 - (b) the employee may continue to pay the full premium cost of the benefit package for up to a further twelve (12) months. Such payment can be made through the payroll office of the Employer provided that the employee informs the Employer of his/her intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.
- 13.19 The Employer agrees to discuss at the Union Management Committee the effect of technological changes on the potential layoff and/or demotion of employees, and to jointly consider practical ways and means of minimizing any adverse effect, if any, upon

employees concerned. It is agreed that the Union members of the Union Management Committee shall maintain confidentiality of the information given to them, until the announcement of the change.

ARTICLE 14 - HEALTH & SAFETY

14.01 The parties acknowledge the application of the Occupational Health and Safety Act. The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

Joint Health & Safety Committees

14.02 The Joint Health and Safety Committee system shall include:

- a) Joint Health & Safety Committees at each workplace where there are 20 or more employees shall consist of two (2) representatives appointed by the Union and two (2) representatives appointed by management, or such smaller numbers as jointly agreed upon by the parties. The committees and the members of the committees shall have all those entitlements, rights, functions, and powers provided by the Occupational Health and Safety Act.
- b) in workplaces with less than twenty (20) employees, the Union shall appoint a worker to be the worker health and safety representative.

Ergonomics

14.03 The Employer shall endeavor to respond to ergonomic concerns in the provision of equipment in the workplace.

14.04 The Employer shall continue its current practice of ensuring that all computer monitors used in the workplace shall comply with an industry standard emission test Protocol. Upon request by the Union, the Employer shall provide a copy of whatever test report is available to the Employer.

14.05 After each hour of continuous keyboard operation of a computer terminal, an employee shall be entitled to a relief from such duties for a period of ten (10) minutes.

VDT Eye Examinations

14.06 At the beginning of assignment to a computer monitor and annually thereafter, a computer monitor operator who is regularly required to operate a computer monitor for two (2) hours or more per day shall be entitled to undergo an eye examination by an optometrist or an ophthalmologist who is qualified to conduct the following tests:

- a) Unaided visual acuity (letter chart test)
- b) Refractive findings
- c) Corrected visual acuity
- d) Amplitude accommodation
- e) Suppression
- f) Muscle balance (near, one-meter, distant)
- g) Slit lamp biomicroscopy.

The cost of the eye examination shall be borne by the Employer (up to the OHIP rate), and the computer monitor operator shall authorize release of a copy of the examination report to the Employer.

- 14.07 The Employer shall endeavor to accommodate a request by a pregnant employee for reassignment from duties in operating a computer terminal during her pregnancy. If reassignment cannot be accommodated, the employee may remain in her current assignment, or take unpaid leave until the commencement of pregnancy leave.

Safety Equipment

- 14.08 During the term of this agreement, the Employer shall maintain its current policy regarding safety equipment, shoes and protective clothing, where required for employees to carry out their assigned duties.
- a) MPAC will reimburse, as required, to a maximum of \$125 the purchase of CSA approved footwear where the employee is assigned work that requires that safety footwear be worn.
 - b) Where an employee's duties require that he/she wear a hard hat, MPAC will provide a CSA approved hard hat on a personal basis.
 - c) Where required, MPAC will supply CSA approved safety eyewear.
 - d) All Corporation vehicles will be supplied with a first-aid kit.
- 14.09 The Employer agrees to develop and implement, after consultation with the Union, an Employee Assistance Program.

ARTICLE 15 - HOURS OF WORK

- 15.01 The normal work week for regular employees shall ordinarily consist of thirty-six and one quarter (36 ¼) hours per week.
- 15.01.1 It is understood that up to five (5) minutes at the commencement of the shift for an employee to log onto the Employer's computer system shall be considered to be time worked.
- 15.02 The Employer may establish a work week and/or work day in accordance with the requirements of the Employment Standards Act.
- 15.03 It is understood and agreed that the provisions of this Article are intended only to provide a basis for calculating time worked and shall not be considered a guarantee as to the hours of work per day, the days of work per week, nor a guarantee of working schedules. The Employer may, in its discretion, establish flexible working arrangements. It is understood that there will be no split shifts.
- 15.04 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- 15.05 Subject to 15.06, authorized work performed in excess of thirty-six and one-quarter (36 ¼) hours in any week shall be compensated as follows:
- a) for employees in classifications listed in Schedule A, authorized work performed in

excess of 36 1/4 hours in any week shall be paid at time and one-half the employee's regular hourly rate;

- b) for all other employees, authorized work performed in excess of 36 1/4 hours but equal to or less than 40 1/4 hours in any week shall be paid at the employee's straight time hourly rate, and authorized work performed in excess of 40 1/4 hours in any week shall be paid at time and one-half the employee's regular hourly rate.
- 15.06 Notwithstanding 15.05, with the approval of the Employer hours worked in excess of 36 1/4 hours in any week may be compensated by time-off at the rate of one hour off for each hour worked, or one and one-half hours off for each hour worked, as appropriate, such time to be taken as such time and in such manner as the Employer may specify. The Employer may require that time-off that is not taken be paid.
- 15.07 Employees who perform authorized work on Sunday shall be paid at double the employee's regular hourly rate. Employees who perform authorized work on the 6th day of work in a calendar week (other than Sunday) shall be paid at time and one-half the employee's regular hourly rate.
- 15.08 The parties to this Agreement recognize that the needs of the business may require the performance of overtime work from time to time, and when overtime is required, the Employer may assign overtime. Except where it is beyond the Employer's control, notice of required overtime shall be given no later than the end of the employee's previous shift.
- 15.09 The present policy for rest periods in each shift shall be maintained.

ARTICLE 16 - TRAVEL TIME

- 16.01 Subject to 16.02, it is understood that traveling to and from work at the commencement of or at the end of assigned work shall not be compensated by the Employer. It is understood that where an employee is utilizing a vehicle until the completion of his/her assigned work, this will be considered to be the performance of work, and will be paid at the appropriate straight time or overtime rate. Travel by an employee on the Employer's business at other times, not during assigned working hours, shall not be considered work performed for the Employer and shall be compensated at the employee's regular hourly rate.
- 16.02 Notwithstanding 16.01, the Employer shall pay for travel time to and from the employee's home and the place of work, at the employee's regular hourly rate, at the commencement of and at the completion of the day's work, in the following circumstances:
- (a) unless instructed otherwise, the employee shall travel directly to the place of work from the employee's home, and vice versa, by the shortest route;
 - (b) where the distance so traveled is equal to or less than the distance between the employee's home and the employee's headquarters, no travel time shall be credited or paid for;
 - (c) where the distance so traveled is greater than the distance between the employee's home and the employee's headquarters, travel time shall be credited and paid for on the basis of the difference between the distance so traveled and

the distance between the employee's home and the employee's headquarters.

- 16.03 When sleeping accommodation is provided, it is understood that time spent at that location after arrival and before departure is not considered to be travel time nor work time, unless work is assigned.
- 16.04 If an employee is authorized to use his/her own automobile on the Employer's business the Employer shall pay thirty-eight (38) cents per kilometer. In circumstances governed by 16.02, these rates shall be paid for the distance as described in 16.02 (c).

ARTICLE 17 - EMERGENCY CALL IN

- 17.01 Where an employee has completed his/her regularly scheduled shift and is subsequently called back to work prior to the starting time of his/her next scheduled shift he/she shall be paid a minimum of four (4) hours' pay at one and one-half (1 1/2) times his/her basic hourly rate.

ARTICLE 18 - ON CALL DUTY

- 18.01 "On-Call Duty" means a period of time, that is not a period of assigned work, during which an employee is required to respond within a reasonable period of time to a request for recall to the workplace or for the performance of other work as required.
- 18.02 Where an employee is required to be on-call, he/she shall receive two dollars (\$2.00) per hour for all hours that he/she is required to be on-call.
- 18.03 No employee shall be required to be on-call unless such on-call duty was authorized by the supervisor prior to the on-call period, except in circumstances beyond the Employer's control.

ARTICLE 19 - BEREAVEMENT LEAVE

- 19.01 In the event of a death of a parent, spouse or child, an employee shall be granted up to five (5) days leave of absence from regularly scheduled work. In the event of a death in the immediate family, other than parent, spouse or child, an employee shall be granted up to three (3) days leave of absence from regularly scheduled work. Such leave shall be without loss of pay from regular hourly earnings. Immediate family shall mean spouse, parent, step-parent, parent-in-law, child, brother, sister, son/daughter-in-law, grandchild, grandparent, brother/sister-in-law, stepson/stepdaughter, ward or guardian.
- 19.02 An employee may be granted a one day bereavement leave with pay in the event of death of an uncle, aunt, niece or nephew.
- 19.03 In addition to the foregoing, an employee shall be allowed up to two (2) days' leave of absence without pay to attend the funeral of a relative listed in 19.01 and 19.02 above if the location of the funeral is greater than eight hundred kilometers (800 km) from the employee's residence.

ARTICLE 20 - JURY DUTY

- 20.01 An employee called for jury duty or subpoenaed as a Crown witness or subpoenaed as a witness in a civil or criminal proceeding may, at his/her option:
- (a) treat the absence as leave without pay and retain any fee he/she receives as a juror or as a witness; or
 - (b) deduct the period of absence from his/her vacation leave and retain any fee he/she receives as a juror or as a witness; or
 - (c) treat the absence as leave with pay and pay to the Employer any fee he/she has received as a juror or as a witness.
- 20.02 For greater certainty, it is understood that this provision does not apply to arbitration or OLRB proceedings.

ARTICLE 21 - SELF FUNDED LEAVE

- 21.01 An employee may apply to participate in the self funded 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 and not more than four (4) years.
- 21.02 The funds being deferred will be held in a trust account with the financial institution the Employer selects, with interest being paid annually. The funds will be paid out to the employee on a monthly or lump sum basis during the leave of absence.
- 21.03 During the leave the employee's insured benefits will be continued where the employee continues to pay for his/her portion.
- 21.04 Subject to 21.05, an employee shall return to the position held immediately prior to going on leave and shall be paid at the step in the salary range that he or she had attained when the leave commenced. If the position no longer exists the employee shall, if possible, be assigned to a position at the same classification and level, in the same work location. If such a position cannot be found, the layoff and recall provisions of the agreement shall apply to the employee upon his/her return from leave.
- 21.05 Notwithstanding 21.04, where the layoff and recall provisions have application during the period of the leave, they shall apply to the employee in the same manner as if the employee were not on leave. In such circumstances, any notice to be given to the employee may be given to an officer of the Union.

ARTICLE 22 - PREGNANCY AND PARENTAL LEAVE

Pregnancy leave

- 22.01 The Employer shall grant leave of absence without pay to a pregnant employee who has served at least thirteen (13) weeks.

- 22.02 The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- 22.03 Vacation credits, seniority and service continue to accrue during the pregnancy leave.
- 22.04 An employee entitled to pregnancy leave under this Article, who provides the Employer with proof that she is in receipt of employment insurance pursuant to the Employment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit plan.
- 22.05 In respect of the period of pregnancy leave, payments made according to the Supplementary Unemployment Benefit plan will consist of the following:
- (a) for the first two weeks, payments equivalent to 93% of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid, and any negotiated or amended wage rates for her classification as they are implemented; and
 - (b) up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and 93% of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, but which shall also include her progression on the wage grid and any negotiated or amended wage rates for her classification as they are implemented.
- 22.06 The provisions of 22.04 and 22.05 are conditional upon, and subject to, regulatory requirements, if any, imposed by law.
- 22.07 An employee on pregnancy leave shall have her benefits coverage continued unless the employee elects in writing not to do so. The employee whose benefits are continued shall pay to the Employer all contributions which the employee is required to make. Failure to pay such contributions shall result in coverage being discontinued.
- 22.08 An employee returning from a pregnancy leave shall be assigned to the position she most recently held, if it exists, or to a comparable position if it does not, and continue to be paid at the step in the salary range that she would have attained had she worked during the leave.

Parental Leave

- 22.09 The Employer shall grant a parental leave of absence without pay to an employee who has served at least thirteen weeks.
- 22.10 The leave of absence shall be in accordance with the provisions of the Employment Standards Act.
- 22.11 Vacation credits, seniority and service continue to accrue during the parental leave.

- 22.12 An employee who is entitled to parental leave and who provides the Employer with proof that he/she is in receipt of Employment Insurance benefits pursuant to the Employment Insurance Act (Canada) shall be paid an allowance in accordance with the Supplementary Unemployment Benefit Plan.
- 22.13 In respect of the period of parental leave, payments made according to the Supplementary Unemployment Benefit plan will consist of the following:
- (a) for the first two weeks, payments equivalent to 93% of the actual weekly rate of pay for his/her classification, which he or she was receiving on the last day worked prior to the commencement of the leave, which shall also include his/her progression on the wage grid, and any negotiated or amended wage rates for his/her classification as they are implemented;
 - (b) up to a maximum of ten (10) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive, and any other earnings received by the employee, and 93% of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of the leave, which shall also include his/her progression on the wage grid, and any negotiated or amended wage rates for his/her classification as they are implemented;
 - (c) where the employee provides proof that he/she is receiving an additional five (5) weeks of Employment Insurance because the child is six months or older at the time of the child's arrival in the employee's home or placement for the purpose of adoption or because the child suffers from a physical, psychological or emotional condition requiring longer parental care, then the employee will also receive an additional five (5) weeks of supplement as provided for in (b) above.
- 22.14 The provisions of 22.12 and 22.13 are conditional upon, and subject to, regulatory requirements, if any, imposed by law.
- 22.15 An employee on parental leave shall have his/her benefits coverage continued unless the employee elects in writing not to do so. The employee whose benefits are continued shall pay to the Employer all contributions which the employee is required to make. Failure to pay such contributions shall result in coverage being discontinued.
- 22.16 An employee returning from a parental leave shall be assigned to the position he/she most recently held, if it exists, or to a comparable position if it does not, and continue to be paid at the step in the salary range that he/she would have attained had he/she worked during the leave.

General

- 22.17 An employee entitled to pregnancy leave, parental leave, or both, and who takes such leave or leaves, shall be entitled upon application, with at least two weeks' notice, for an extension, without pay, of the leave or leaves, provided that the total period of leave or leaves, in the aggregate, does not exceed forty-three (43) weeks.

ARTICLE 23 - DESIGNATED HOLIDAYS

23.01 Employees shall be entitled to the following holidays with pay:

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

Two floating holidays for each employee to be scheduled by the Employer. The Employer will take into account employee preferences subject to operational requirements.

Employees shall not be required to work the last regular working half day before December 25 and January 1, and shall suffer no loss of regular pay or credits for such half days.

- 23.02 Pay shall be computed on the number of hours the employee would normally have been scheduled to work at the employee's regular hourly rate of pay.
- 23.03 If an employee is required to work a shift on a public holiday as defined in 23.01, he/she will be paid at double his/her regular hourly rate and in addition, shall receive a day off with pay at a time agreed upon, or in default of agreement, as scheduled by the Employer.
- 23.04 In order to qualify for holiday pay the employee must work the full scheduled hours of work on the work day immediately preceding and immediately following the holiday unless excused by the Employer, or an employee was absent due to:
- a) bereavement leave;
 - b) court duty leave;
 - c) regularly scheduled vacation;
 - d) confined to a hospital on one or both of the qualifying days verified to the satisfaction of the Employer.
- 23.05 An employee who has undertaken to work on any of the above holidays and fails to report for work shall forfeit all pay for that day unless his/her absence is due to illness verified by a medical certificate as required by the Employer or otherwise provides a reason satisfactory to the Employer.
- 23.06 Except as provided in 23.03, when a holiday specified in 23.01 falls on a Saturday or a Sunday, or when any two of them fall on a successive Saturday or Sunday, the regular working day or days next following is a holiday or are holidays, as the case may be, in lieu thereof, but when such next following regular working day is also a holiday, the next regular working day thereafter is in lieu thereof a holiday.

ARTICLE 24 - VACATIONS

24.01 Vacation credits shall be awarded to employees according to the following levels:

- (a) during the first eight (8) years of service, the employee shall receive 15 days vacation and vacation pay (1.25 days per month).

- (b) after eight (8) years of service, the employee shall receive 20 days vacation and vacation pay (1.67 days per month).
- (c) after 15 years of service, the employee shall receive 25 days vacation and vacation pay (2.08 days per month).
- (d) after 21 years of service, the employee shall receive 30 days vacation and vacation pay (2.5 days per month).

Vacation credits are advanced to the employee on January 1 of each year. In the event of separation for any cause, an employee is required to reimburse the Employer for any vacation time taken but not earned.

- 24.02 For greater certainty, it is understood that, for the purpose of this Article, continuous service with the Employer shall include continuous service with the Ontario Public Service prior to December 31, 1998, for employees who were employed by the Ministry of Finance immediately prior to becoming employees of the Employer on December 31, 1998.
- 24.03 The Employer shall attempt to schedule vacation periods taking into account employee preferences, but the Employer reserves the right to schedule vacations based on operational requirements.
- 24.04 In addition to the vacation entitlement specified in 24.01, an employee who completes 25 years of continuous service with the Employer shall be granted an additional 5 days of vacation with vacation pay of 5 days' pay at the employee's regular hourly rate, to be taken within the 12 month period after attaining 25 years' service. These vacation days are earned and taken once only, and cannot be carried forward.
- 24.05 An employee may carry over up to one (1) year's vacation entitlement which must be utilized in the following year. Any vacation carried forward that has not been utilized shall be paid out at the end of the year in which it was to have been taken.
- 24.06 An employee shall be paid for any earned and unused vacation standing to his/her credit at the date he or she ceases to be an employee, and any salary paid for unearned vacation used up to that time shall be recovered by the Employer from any monies owing to that employee.

ARTICLE 25 - INSURED BENEFITS

Life Insurance

- 25.01 During the term of this agreement, the Employer shall pay one-hundred percent (100%) of the premiums of the current basic life insurance plan to provide for term insurance coverage of 75% of annual salary or \$10,000, whichever is greater, subject to the eligibility requirements and terms and conditions of the Plan.
- 25.02 During the term of this agreement, the Employer will make available supplementary life insurance on a voluntary basis in amounts of one, two, or three times annual salary, subject to the eligibility requirements and terms and conditions of the Plan. The employee shall pay 100% of the premiums through payroll deduction.

- 25.03 During the term of this agreement, the Employer will make available optional dependent life insurance in increments of \$1000, to a maximum of \$50,000 for spouse and/or \$20,000 per child, subject to insurability and eligibility requirements and terms and conditions of the Plan. The employee shall pay 100% of the premiums through payroll deduction.
- 25.04 During the term of this agreement, the Employer shall pay 100% of the premiums for the current Health Benefits Plan (except vision and hearing care) and an Employee and Family Assistance Plan, subject to the eligibility requirements and terms and conditions of the Plans.

Employee and Family Assistance Plan:

- (i) the program shall be available to all employees and their immediate families;
- (ii) participants will self-identify;
- (iii) the Employer will endeavour to obtain coverage to provide an unlimited number of counseling sessions annually, but in no case will it be less than a maximum of six (6) counseling sessions per family unit annually;
- (iv) the program shall be completely anonymous and confidential.

Health Benefits Plan:

- a) paramedical coverage of \$50 per visit for chiropractor, osteopath, chiropodist, podiatrist, naturopath, speech therapist, masseur, and physiotherapist, to an annual maximum of \$1,200 per practitioner.
- b) a Drug Card, which shall provide for direct payment of drug costs at the point of purchase, subject to the limitations set out below:
 - (i) employees shall be obliged to enroll themselves and all eligible participants in the Drug Card Program before coverage shall be provided to the respective employee or eligible participant;
 - (ii) the Employer and the Carrier shall have the right to ensure that the benefits of the employee and other eligible participants under the Drug Card Program shall be coordinated with any other drug plan under which the employee and the eligible participants may be entitled to coverage;
 - (iii) the Drug Card Program shall include a feature known as “Drug Utilization Review”, which ensures that drugs are dispensed safely and responsibly to employees;
 - (iv) the Health Benefits Plan shall provide for the reimbursement of 90% of the cost of prescribed drugs and medicines on the Plan’s formulary that require a physician’s prescription. The Plan shall provide reimbursement for 90% of the generic equivalent where a generic equivalent exists. Where the brand name product is

dispensed, the employee will pay the difference between the cost of the brand name product and the 90% of the generic equivalent product cost that is reimbursed by the Plan. Notwithstanding the foregoing, if no generic product exists, the Plan shall provide reimbursement for 90% of the cost of the brand name product;

- (v) a deductible of \$3.00 shall be paid by the employee for each individual drug dispensed.

Vision and Hearing Care Plan

- 25.05 During the term of this agreement, the Employer shall pay seventy-five (75%) percent of the premiums for the vision and hearing care plan, subject to eligibility requirements and terms and conditions of the Plan. The balance of the premiums shall be paid by the employee by payroll deduction.
- a) Coverage for prescription eyewear of \$400 over a two-year period, including the cost of one eye examination within the two-year period.
 - b) \$750 per person over a three year period for hearing aids.

Dental Care Plan

- 25.06 During the term of this agreement, the Employer shall pay 100% of the premiums for the current Dental Care Plan which generally provides as follows:
- (a) preventative at 85% of costs;
 - (b) major restoration at 60% of costs, to a maximum of \$2500 per calendar year, including, but not limited to crowns and bridges;
 - (c) Orthodontic at 50% of costs, to a lifetime maximum of \$5,000 for adults and children;
 - (d) dentures at 75% of costs, to a lifetime maximum of \$5,000.

Coverage is subject to the eligibility requirements and terms and conditions of the Plan.

Long-Term Disability Plan

- 25.07 During the term of this agreement, the Employer shall pay 85% of the premiums for the current long-term disability plan, which will provide coverage for 66 2/3% of the employee's gross salary, and an annual cost of living adjustment of up to 2% based on the annual change in the cost of living, subject to the eligibility requirements and terms and conditions of the Plan. The balance of the premiums shall be paid by the employee by payroll deduction. Long-term disability payments shall be reduced by the total of other disability or retirement benefits that are payable under any other plan, including CPP and WSIB benefits.

Death Benefit

- 25.08 Where an employee with greater than six (6) months continuous service dies, there shall be paid to the employee's personal representative or Estate, the sum of:

- a) one-twelfth (1/12) of the employee's annual salary;
- b) the employee's normal salary for the period of vacation credits that have accrued to the time of death.

The one-twelfth (1/12) annual salary shall be deducted from any Special Compensation Entitlement payable to the employee's estate.

Benefits - General

25.09 It is understood that the Employer may at any time change a Plan or substitute another carrier for any Plan (other than OHIP) provided the value of the benefits conferred thereby are not in total decreased. Before making such a change or substitution, the Employer shall notify the Union to explain the proposed change.

25.10 The Employer shall make available to employees, on a reasonable basis, explanatory information, in such form as the Employer may determine, relating to the following:

- a) Life Insurance (including supplementary life)
- b) Long-term disability
- c) Dependent life
- d) Supplementary health and hospital
- e) Vision and hearing care
- f) Dental plan

25.11 It is understood that, for the purpose of the insured benefit plans, the term "spouse" shall include, where the context requires, a same-sex spouse.

Short-Term Sickness Plan

25.12 Employees shall not suffer any loss of regular pay for up to six (6) days in a calendar year when an employee is absent on account of illness and would be otherwise scheduled to work. Employees shall be reimbursed for 75% of regular pay for up to an additional 124 days in a calendar year. Employees may choose to have one-quarter (1/4) day deducted from vacation credits, if any, to top up sick leave from 75% to 100% of regular pay. Payments under this provision are subject to such medical evidence, if any, as the Employer may require. When the Employer requests an employee to provide a sick note and/or medical information from a qualified physician it shall reimburse, with receipts, up to ten dollars per document.

- a) The Corporation pays the full salary for up to six (6) calendar days of illness in a calendar year. Unused days do not carry forward.
- b) The corporation also pays the full cost to provide 75% of the employee's salary for an additional 124 days of total disability.
- c) Employees may choose to top up the 75% to 100% of pay by having 1/4 day deducted from vacation credits, overtime credits or float days. The employee must notify payroll of this intention. The default is 75% payment.

- d) An employee is not entitled to access the Short Term Sickness plan until he or she has completed all of his/her regularly scheduled hours of work within a period of fifteen (15) consecutive working days.
- e) An employee on a sick leave of absence which commences on a regularly scheduled working day in one calendar year and continues to include a regularly scheduled working day in the following calendar year, is not entitled to leave of absence with pay under this policy for more than the number of days provided in (a) and (b) in the two years until he or she has returned to work and again completed the service requirement in (d).
- f) An employee who has used the total number of days available under (a) and (b) in a calendar year must complete the service requirement in (d) before he or she is entitled to further leave under this policy in the next calendar year.
- g) The pay of an employee under this policy is subject to deductions for insurance coverage and pension contributions that would be made from his or her regular weekly rate of pay. The Employer-paid portion of all payments and subsidies will continue to be made.
- h) If an employee is absent due to sickness beyond the number of days provided in (b) he/she may continue to be paid at the regular rate of pay upon notifying payroll to reduce his or her accumulated vacation, overtime or float days.
- i) If an employee qualifies for and receives benefits under the Corporation's Long Term Disability plan, (h) will not apply.
- j) An employee must exhaust all credits under (b) before qualifying for Long Term Disability payments.

ARTICLE 26 - GENERAL

26.01 Newly Hired Employee

A newly hired employee shall be advised of the name and work location of his/her Union steward.

26.02 Performance Appraisal

An employee is entitled to receive a copy of his/her written performance appraisal.

26.03 Leaves of Absence

Leaves of absence with or without pay may be granted at the discretion of the Employer, subject to operational requirements.

26.04 Union Bulletin Boards

The Union shall have reasonable access to bulletin boards for the posting of Union notices. It is understood that materials posted will be approved in advance of posting by a Union official.

26.05 Human Rights Code

The Employer, employees, and the Union agree to conduct their affairs in accordance with the Ontario Human Rights Code.

- 26.06 **Personnel File**
An employee may examine his/her personnel file, or may authorize, in writing, another person to examine the file. Such examination shall be during normal business hours and shall be on the employee's own time, and where another person is authorized to examine the file, and that other person is an employee, it shall be on that person's own time.
- 26.07 **Job Trade**
Employees who have jobs in the same classification, who can perform all the duties of each other's jobs, may apply to the Employer for permission to trade jobs. Where both employees and their respective managers agree in writing, jobs may be traded. The Employer will not incur any relocation or other expenses.
- 26.08 **Printing of Collective Agreement**
The parties understand that printing the collective Agreement should be minimized as a result of the availability of electronic distribution. The parties shall share equally the cost of printing a reasonable number of copies of the collective Agreement to be mutually agreed.
- 26.09 **Definition of spouse**
Whenever the term "spouse" is used in this agreement, it includes common-law partners and same sex partners.
- 26.10 **Attendance at Mandatory Training**
Where an employee has been directed to attend a specific course, the Employer shall pay normal expenses (pursuant to its usual policy) including the base salary.
- 26.11 **Notification of new hire/terminations**
The Local Union shall be advised on or about January 1 and July 1 of each year of all persons newly-hired by the Corporation into the bargaining unit and terminations from the bargaining unit.
- 26.12 **Copy of Job Description**
Upon request, an employee shall be entitled to a copy of his/her job description.
- 26.13 **Disability Accommodation**
Where, for reasons arising out of disability or other health reasons, an employee is assigned to a position in a classification having a lower maximum salary, he or she shall not receive any salary progression or salary decrease for a period of six months after his/her assignment, and if at the end of that period he or she is unable to accept employment in his/her former classification, he or she shall be assigned to a classification consistent with his/her condition.
- 26.14 **Pay Rules upon Demotion**
Except as provided in 26.13, an employee who is demoted shall be paid at the rate closest to but less than the rate he or she was receiving at the time of demotion, effective from the date of his/her demotion. For greater certainty, an employee will retain his/her anniversary date if placed in a step below the maximum of the position to which he or she is assigned.

- 26.15 **No Vacancy under 26.13 and 26.14**
It is understood that where an employee is assigned to a position pursuant to Articles 26.13 or 26.14, the provisions of Article 12 (Advertising of Vacancies) shall not apply.
- 26.16 **Declining Management Assignment**
An employee may decline to accept a temporary assignment which falls outside the bargaining unit.
- 26.17 **Temporary Demotion**
Where an employee is temporarily assigned to perform a lower rated position, and there is work reasonably available for him/her in the position from which he or she was assigned, he or she shall continue to be paid his/her current rate for the duration of such assignment.
- 26.18 **Personal Vehicle Not a Requirement**
Employees will not be required to have personal vehicles available as a condition of employment.
- 26.19 **Travel Expenses**
The Employer's current policy regarding reimbursement of expenses, including personal expenses, meals, and relocation expenses will continue. The Travel, Meal and Hospitality Expenses Policy will provide for meals at \$7.50 for breakfast, \$10 for lunch and \$21 for dinner, without submission of receipts.
- 26.20 **Commuting to Temporary Assignment**
Where employees are temporarily assigned work outside of their regularly assigned workplace, employees within reasonable commuting distance may choose to commute rather than staying overnight in the new location. In such cases, travel time and kilometrage will be converted to a dollar amount and paid up to a maximum of the equivalent cost of hotel and meal costs. Such commuting will be outside of assigned working hours.
- 26.21 **Commuting Expenses for Temporary Assignment**
Where employees are on a work assignment which requires them to be away from home for more than one week at a time, and the employees choose to return home on the weekend(s) involved, the Employer shall reimburse expenses up to a maximum of the equivalent cost of hotel and meal costs for the weekend(s) involved.
- 26.22 **Use of Corporate Facilities and Services for Union Activities**
The use of facilities and services of MPAC shall be made reasonably available to the Union subject to priorities determined by MPAC in its discretion. The Local Union will reimburse MPAC for any additional charges incurred by MPAC.
- 26.23 **Use of Corporate Facilities for Union Meetings**
Subject to space availability, the Employer agrees to endeavor to provide space for meetings of the Local Union within MPAC offices.

ARTICLE 27- WAGES

- 27.01 The wage rates for employees covered by this Agreement shall be as set out in ‘Appendix A’ which is attached to and forms part of this Agreement.
- 27.02 In addition to the rates set out in Appendix A, the Employer may establish performance-based payments for such classifications of employees as it may determine, on such terms and conditions as it may specify. The Employer shall advise the Union as to the creation, amendment or discontinuance of such payments.
- 27.03 Where the Employer creates a new classification within the Bargaining Unit, it shall advise the Union of the rate for the classification as soon as possible.

ARTICLE 28 - DURATION

- 28.01 This Agreement shall continue in effect until the 31st day of December, 2011 and shall automatically continue in effect thereafter for annual periods of one year unless either party notifies the other in writing not less than sixty (60) days and not more than ninety (90) days prior to the expiration date, of its desire to amend or terminate the Agreement.
- 28.02 If notice of amendment or termination is given by either party in accordance with 28.01 above, the parties agree to meet for the purpose of negotiations within fifteen (15) days following receipt of such notification or such further period of time as may be agreed upon.

SIGNED this __16th _____ day of __June_____, 2011.

For the Union:

For the Employer:

__David Lynch_____

__Bill Robertson_____

__Ivan Herrington_____

__Gary Cooper_____

__Everett Kelly_____

__Kay McDonald_____

__Robert Field_____

__Barry Casey_____

__Warren Thomas_____

__Gerry Stuart_____

__Sharon Dunn_____

__Greg Martino_____

__Jim Petrin_____

__Jack Julien_____

SCHEDULE "A"

Administration 1
Administration 2
Administration 3
Administration 4
Administration 5
Administration 6
Administration 7
Administration 8
Administration 9
Administration 10
Administration 11
Drafter 1
Drafter 2
Drafter 3

Pay Equity 04
Pay Equity 07
Pay Equity 08
Pay Equity 09
Pay Equity 10
Pay Equity AC

APPENDIX A – SALARY SCHEDULE

ACQUISITION SPECIALIST				AS	40.25
01/01/10	28.46	29.44	30.49	31.61	32.80
01/01/11	28.46	29.44	30.49	31.61	32.80
ADMINISTRATION 1				AD1	36.25
01/01/10	18.87	19.22	19.61	20.01	20.42
01/01/11	18.87	19.22	19.61	20.01	20.42
ADMINISTRATION 2				AD2	36.25
01/01/10	19.16	19.58	19.97	20.37	20.82
01/01/11	19.16	19.58	19.97	20.37	20.82
ADMINISTRATION 3				AD3	36.25
01/01/10	19.58	19.97	20.38	20.82	21.28
01/01/11	19.58	19.97	20.38	20.82	21.28
ADMINISTRATION 4				AD4	36.25
01/01/10	19.97	20.38	20.82	21.28	21.75
01/01/11	19.97	20.38	20.82	21.28	21.75
ADMINISTRATION 5				AD5	36.25
01/01/10	20.42	20.89	21.34	21.78	22.29
01/01/11	20.42	20.89	21.34	21.78	22.29
ADMINISTRATION 6				AD6	36.25
01/01/10	20.93	21.38	21.81	22.34	22.82
01/01/11	20.93	21.38	21.81	22.34	22.82
ADMINISTRATION 7				AD7	36.25
01/01/10	21.47	21.95	22.47	22.99	23.52
01/01/11	21.47	21.95	22.47	22.99	23.52
ADMINISTRATION 8				AD8	36.25
01/01/10	22.29	22.75	23.28	23.82	24.40
01/01/11	22.29	22.75	23.28	23.82	24.40

ADMINISTRATION 9				AD09	36.25
01/01/10	23.29	23.82	24.36	24.92	25.58
01/01/11	23.29	23.82	24.36	24.92	25.58
ADMINISTRATION 10				AD3	36.25
01/01/10	24.45	25.08	25.75	26.42	27.08
01/01/11	24.45	25.08	25.75	26.42	27.08
ADMINISTRATION 11				AD11	36.25
01/01/10	26.55	27.32	28.15	28.99	29.86
01/01/11	26.55	27.32	28.15	28.99	29.86
BUSINESS DEVELOPMENT SUPPORT				BDS	40.25
01/01/10	31.25	32.27	33.35	34.46	35.59
01/01/11	31.25	32.27	33.35	34.46	35.59
COMMUNICATIONS SPECIALIST				COM	40.25
01/01/10	36.54	37.86	39.20	40.65	42.09
01/01/11	36.54	37.86	39.20	40.65	42.09
CUSTOMER SPECIALIST 1				CSP1	40.25
01/01/10	34.34	35.46	36.63	37.85	39.10
01/01/11	34.34	35.46	36.63	37.85	39.10
CUSTOMER SPECIALIST 2				CSP2	40.25
01/01/10	40.90	42.26	43.66	45.11	46.59
01/01/11	40.90	42.26	43.66	45.11	46.59
DATABASE ADMINISTRATOR				DBA	40.25
01/01/10	43.28	45.24	47.27	49.39	51.63
01/01/11	43.28	45.24	47.27	49.39	51.63
DRAFTER 1				DRA1	40.25
01/01/10	20.41	20.89	21.41	21.93	22.48
01/01/11	20.41	20.89	21.41	21.93	22.48
DRAFTER 2				DRA2	40.25
01/01/10	23.55	24.18	24.82	25.51	26.21
01/01/11	23.55	24.18	24.82	25.51	26.21

DRAFTER 3				DRA3	40.25
01/01/10	25.59	26.41	27.33	28.19	29.20
01/01/11	25.59	26.41	27.33	28.19	29.20
FACILITIES SPECIALIST				FS	40.25
01/01/10	34.34	35.45	36.63	37.84	39.11
01/01/11	34.34	35.45	36.63	37.84	39.11
FINANCIAL ANALYST 1				FIN1	40.25
01/01/10	27.78	28.92	30.10	31.33	32.59
01/01/11	27.78	28.92	30.10	31.33	32.59
FINANCIAL ANALYST 2				FIN2	40.25
01/01/10	30.74	31.70	32.76	33.94	35.36
01/01/11	30.74	31.70	32.76	33.94	35.36
FINANCIAL ANALYST 3				FIN3	40.25
01/01/10	35.99	37.78	39.66	41.64	43.72
01/01/11	35.99	37.78	39.66	41.64	43.72
FREEDOM OF INFORMATION				FOI	40.25
01/01/10	22.35	23.09	23.85	24.65	25.44
01/01/11	22.35	23.09	23.85	24.65	25.44
INFORMATION COORDINATOR				INC	40.25
01/01/10	28.61	29.81	30.51	31.71	33.45
01/01/11	28.61	29.81	30.51	31.71	33.45
INFORMATION TECHNOLOGY ANALYST 1				ITA1	40.25
01/01/10	25.88	26.66	27.51	28.37	29.26
01/10/11	25.88	26.66	27.51	28.37	29.26
INFORMATION TECHNOLOGY ANALYST 2				ITA2	40.25
01/10/10	28.83	29.78	30.73	31.99	33.31
01/10/11	28.83	29.78	30.73	31.99	33.31
INFORMATION TECHNOLOGY ANALYST 3				ITA3	40.25
01/01/10	32.17	33.32	34.87	36.43	38.13
01/01/11	32.17	33.32	34.87	36.43	38.13

INFORMATION TECHNOLOGY ANALYST 4				ITA4		40.25	
01/01/10			34.54	36.09	37.79	39.54	41.56
01/01/11			34.54	36.09	37.79	39.54	41.56
INFORMATION TECHNOLOGY ANALYST 5				ITA5		40.25	
01/01/10			37.18	38.90	40.87	42.77	45.24
01/01/11			37.18	38.90	40.87	42.77	45.24
LEGISLATION SPECIALIST				LEG		40.25	
01/01/10			35.99	37.78	39.66	41.64	43.72
01/01/11			35.99	37.78	39.66	41.64	43.72
LEGISLATION SPECIALIST 2				LEG2		40.25	
01/01/10			41.64	42.85	44.06	45.30	46.57
01/01/11			41.64	42.85	44.06	45.30	46.57
MANAGER DATA SERVICES				MDS1		40.25	
01/01/10						23.34	27.03
01/01/11						23.34	27.03
PROGRAM ADMINISTRATOR				PAD		40.25	
01/01/10			31.25	32.27	33.35	34.46	35.59
01/01/11			31.25	32.27	33.35	34.46	35.59
PROPERTY ASSESSOR 1				PA1		40.25	
01/01/10	18.61	19.07	19.57	20.08	20.59	21.16	21.70
01/01/11	18.61	19.07	19.57	20.08	20.59	21.16	21.70
PROPERTY ASSESSOR 2				PA2		40.25	
01/01/10		22.92	23.54	24.25	24.95	25.72	26.51
01/01/11		22.92	23.54	24.25	24.95	25.72	26.51
PROPERTY ASSESSOR 3				PA3		40.25	
01/01/10			28.92	29.78	30.72	31.70	32.70
01/01/11			28.92	29.78	30.72	31.70	32.70
PROPERTY ASSESSOR 4				PA4		40.25	
01/01/10			30.34	31.31	32.30	33.31	34.66
01/01/11			30.34	31.31	32.30	33.31	34.66

PROPERTY ASSESSOR 5				PA5		40.25				
01/01/10			34.27	35.47	36.69	37.96	39.26	40.66		
01/01/11			34.27	35.47	36.69	37.96	39.26	40.66		
PUBLIC RELATIONS COORDINATOR				PRC		40.25				
01/01/10			28.23	29.18	30.13	31.13	32.17	33.23		
01/01/11			28.23	29.18	30.13	31.13	32.17	33.23		
QUALITY SPECIALIST 1				QSP1		40.25				
01/01/10			37.55	38.78	40.06	41.41	42.76	44.18		
01/01/11			37.55	38.78	40.06	41.41	42.76	44.18		
QUALITY SPECIALIST 2				QSP1		40.25				
01/01/10			40.90	42.26	43.66	45.11	46.59	48.13		
01/01/11			40.90	42.26	43.66	45.11	46.59	48.13		
SALES ACCOUNT MANAGER				SAM		40.25				
01/01/10			37.55	38.78	40.06	41.41	42.76	44.18		
01/01/11			37.55	38.78	40.06	41.41	42.76	44.18		
STATISTICAL ANALYST 1				STA1		40.25				
01/01/10		22.72	23.09	23.45	23.82	24.19	24.56	24.93	25.36	25.74
01/01/11		22.72	23.09	23.45	23.82	24.19	24.56	24.93	25.36	25.74
STATISTICAL ANALYST 2				STA2		40.25				
01/01/10					26.39	27.23	28.12	29.07	30.04	
01/01/11					26.39	27.23	28.12	29.07	30.04	
STATISTICAL ANALYST 3				STA3		40.25				
01/01/10					32.17	33.53	34.97	36.50	38.10	
01/01/11					32.17	33.53	34.97	36.50	38.10	
STATISTICAL ANALYST 4				STA4		40.25				
01/01/10					38.47	40.45	42.37	44.89	47.42	
01/01/11					38.47	40.45	42.37	44.89	47.42	

TRAINING SPECIALIST

TRN 40.25

01/01/10	34.34	35.46	36.63	37.85	39.10	40.40
01/01/11	34.34	35.46	36.63	37.85	39.10	40.40

VALUATION REVIEW SPECIALIST

CSR 40.25

01/01/10	30.34	31.31	32.30	33.31	34.65	36.14
01/01/11	30.34	31.31	32.30	33.31	34.65	36.14

PAY EQUITY CLASSIFICATIONS

PAY EQUITY 04			PE04		36.25
01/01/10	20.51	20.92	21.36	21.82	22.29
01/01/11	20.51	20.92	21.36	21.82	22.29
PAY EQUITY 07					
01/01/10	22.32	22.80	23.32	23.84	24.37
01/01/11	22.32	22.80	23.32	23.84	24.37
PAY EQUITY 08			PE08		36.25
01/01/10	24.32	24.78	25.31	25.85	26.43
01/01/11	24.32	24.78	25.31	25.85	26.43
PAY EQUITY 09					
01/01/10	24.14	24.67	25.21	25.77	26.43
01/01/11	24.14	24.67	25.21	25.77	26.43
PAY EQUITY 10			PE10		36.25
01/01/10	24.70	25.33	26.00	26.67	27.33
01/01/11	24.70	25.33	26.00	26.67	27.33
PAY EQUITY AC			PEAC		40.25
01/01/10	31.96	33.10	34.28	35.51	36.77
01/01/11	31.96	33.10	34.28	35.51	36.77

SALARY NOTES:

- 1) There shall be annual review dates for all classifications except PA1 and STA1, which shall have semi annual reviews.
- 2) The 2009 salary rates will apply for the duration of this agreement.
- 3) Pay Equity classifications were assigned to specific job titles, as per the Pay Equity Plan; 2009 rates will apply for the duration of this agreement.

SUMMER STUDENT RATES

For the duration of this Collective Agreement, summer student wage rates are:

Summer students currently enrolled in secondary school or students working solely on administrative activity: (minimum wage)

Summer students enrolled in post-secondary, first-time hire: (minimum wage + \$.75 per hour).

Summer students enrolled in post-secondary, returning employment: (minimum wage + \$1.75 per hour).

LETTER OF UNDERSTANDING #1

Warren (Smokey) Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Seniority - Temporary Employees

Dear Mr. Thomas:

This will confirm that seniority for temporary employees will be calculated based on hours worked since commencement of contract employment with MPAC.

During any leave of absence, with or without pay, seniority will accrue up to but not beyond the end of the first month in which the leave of absence commenced. Where such leave of absence continues beyond the end of the first month in which such leave of absence commenced, previously earned seniority shall be maintained and an employee shall resume accumulation of seniority on his/her return.

Yours truly,

Gerry Stuart,
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING #2

Warren (Smokey) Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Special compensation entitlement on termination

Dear Mr. Thomas:

This will confirm that full-time employees who accepted employment with MPAC at the time of the transfer, December 31, 1998, or who accepted positions with MPAC as a result of competitions for approximately "29 Corporate Services positions" posted on or before December 31, 1999 will receive a special compensation entitlement on termination or death equal to one week per year of combined service with the OPS and MPAC to a maximum of 26 weeks less one week per year of OPS service for which termination or severance pay had been paid at the time of the transfer, multiplied by the MPAC salary at the time of the employee's termination. This includes any severance pay under the Employment Standards Act.

This entitlement also applies to full-time Ministry of Finance employees who were on long-term disability prior to December 31, 1998 who have returned to work and commenced full-time employment with MPAC in the bargaining unit on or before December 31, 1999 or who were able to return to work on or before December 31, 1999 under a medically-approved rehabilitation program which will lead to full-time employment shortly thereafter.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING #3

Warren (Smokey) Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Post-Retirement Benefits

Dear Mr. Thomas:

This will confirm the following understanding regarding post-retirement benefits for employees who were employed by the Ministry of Finance immediately prior to becoming employees of the Employer on December 31, 1998:

- (a) Employees who have ten (10) years service with the OPS Pension Plans will continue to be eligible, upon retirement from MPAC, for benefit coverage through the OPS Pension arrangements, such coverage to be in accordance with the OPS benefit plans in effect at the time of retirement;
- (b) For employees with less than ten (10) years service with the OPS Pension Plans, the Employer has arranged lifetime coverage upon retirement from MPAC, for basic life insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan. Such coverage and premium sharing arrangements shall be in accordance with the current Collective Agreement as amended from time to time. For greater certainty, the benefits shall change as the Collective Agreement is modified in the future.
- (c) For employees who were hired on or after December 31, 1998, the Employer has arranged post-retirement coverage to age 65, upon retirement from MPAC, for Basic Life Insurance, supplementary health and hospital insurance, vision and hearing care, and the dental plan. Such coverage and premium sharing arrangements shall be in accordance with the current Collective Agreement as amended from time to time. For greater certainty, the benefits shall change as the Collective Agreement is modified in the future.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING #4

Warren (Smokey) Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: OPSEU Joint Trusteed Benefit Plan

Dear Mr. Thomas:

This will confirm that when the Employer tenders the Insured Benefits, the carrier of the OPSEU Joint Trusteed Benefit Plan will have the opportunity to submit a tender on the same basis as any other carrier.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING #5

Warren (Smokey) Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Education Reimbursement

Dear Mr. Thomas:

It is understood that the Employer will continue to apply its current Education Reimbursement Policy. The Union Management Committee will review the policy, and the Employer will consider any recommendations made by the committee.

The current policy for preparation and writing of examinations shall continue.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING #6

Warren (Smokey) Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Pension Bridging

Dear Mr. Thomas:

The Union has raised the question of whether, in the case of a laid off employee who might be able to bridge to a retirement qualification date, it is possible to utilize certain periods or credits for such purpose. The sorts of periods and credits that might be used for this purpose would include:

- pay in lieu of notice
- termination payments
- vacation credits
- overtime credits
- severance payments

It is understood that the cost to the Employer would be limited to the contribution to the Pension Plan made by the Employer, and it is also understood that the employee would make his/her corresponding contributions.

The Employer undertakes to investigate this issue and determine whether such an arrangement is feasible. It is recognized that it would be necessary to ensure that this could be done under the terms of the Pension Plan, and would require Revenue Canada approval. Assuming that one or more of these periods or credits can be utilized in this way, and it is otherwise feasible to do so, the Employer undertakes to implement such an arrangement. The Employer will discuss the matter with the Union Management Committee as appropriate.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING #7

Warren (Smokey) Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

Re: Temporary Employees

Dear Mr. Thomas:

This will confirm certain understandings reached during bargaining regarding the retention of temporary employees at a workplace location when regular employees are designated for layoff at that location.

The parties agree to the following guidelines:

- (a) In the event that layoffs become necessary at a workplace location, the Employer shall, in most cases, terminate any temporary employees at that location who are performing the same work as the regular employee who has been designated for layoff;
- (b) In exceptional cases, where it is necessary to retain temporary employees on a project or special basis for a defined period of time, the Employer shall discuss the matter at the Union Management Committee and explain the circumstances.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING #8

Warren (Smokey) Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Pension Bridging

Dear Mr. Thomas:

This will confirm that the Employer will maintain the current pension bridging option during the term of the Collective Agreement.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING #9

Warren (Smokey) Thomas
President
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

Re: Article 12 – Vacancies, Promotions and Reassignments

Dear Mr. Thomas:

This will confirm certain discussions at the bargaining table regarding the filling of vacancies under Article 12 of the Collective Agreement. The Union has expressed concerns over the process followed in filling vacancies. In order to alleviate these concerns, the Employer undertakes as follows:

- (a) In considering candidates for the filling of advertised vacancies in accordance with Article 12, the Employer will consider employees' resumes, testing (if applicable), the results of interviews, employees' past work histories, written performance appraisals (Employee Performance Plans) and references, including those from the employees' current and former managers, if applicable. For greater clarity, the Employer confirms that the Behavioural Descriptive Interview process is not the sole method to determine the successful candidate. The Employer will undertake to check references of at least the candidates who scored first and second in the interview, and the candidate(s) with the greatest seniority if the candidate(s) did not score first or second.
- (b) The Employer will advise all candidates in a competition that material is available, through the Intranet, to assist candidates in effective interviewing techniques, and the Employer will encourage employees to make use of this material.
- (c) The Employer will conduct a post-interview review with any unsuccessful candidate who requests one, and will explain to the employee the basis for the employee's rating. It is understood that anything said by either the Employer's representative or the employee at such review is not to be referred to in any grievance or arbitration proceedings.
- (d) The Employer is willing to discuss at the Union Management Committee, in accordance with Article 9.14, any issues that either party wishes to raise regarding the process for filling advertised vacancies.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING #10

Warren (Smokey) Thomas
President,
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Seniority - temporary employees

Dear Mr. Thomas:

This will confirm certain understandings regarding the seniority of persons who were hired as temporary employees by MPAC on December 31, 1998, and who had unclassified service with the Ministry of Finance immediately prior to and contiguous with that date.

Subject to the provisions of this letter, it is agreed that such persons will be credited with seniority, for the sole purpose of vacation, layoff, recall and the filling of vacancies, for continuous service with the Ministry of Finance immediately prior to and contiguous with December 31, 1998. It is understood that this will only be done once the employee arranges for the provision of records from the Ministry of Finance that confirm the dates of such service. The employee will have until December 01, 2006 to furnish the records. The effective date of any change in the seniority date will be January 15, 2007.

It is understood that there will be no retroactive impact of the recognition of seniority pursuant to this letter, and the provisions of this letter are otherwise subject to the provisions of Article 11.01 (b).

Yours truly,

Gerry Stuart,
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING # 11

Warren (Smokey) Thomas
President,
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Vacancies, promotions and reassignments

Dear Mr. Thomas:

This will confirm certain understandings reached during collective bargaining regarding new Articles 12.03.1, 12.03.2 and 12.03.3. Currently, the Employer anticipates that it might advertise a position within a defined area comprising more than one MPAC office, for the following positions:

Senior Valuation Analyst
Property Inspection Analyst
Statistical Analyst - MRA
Customer Service Clerk
Municipal Relations Assistant
Case Management Analyst
Office Administrator
Technology Infrastructure Analyst
Customer Data Quality Specialist
Quality Assurance Clerk/Data Quality Assurance
Valuation Quality Specialist
Quality Services Specialist
Parcelization Coordinator

It is agreed that if the Employer intends to advertise other positions as comprising more than one MPAC office, it will secure the agreement of the Union Co-Chair of the Union Management Committee before doing so.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING # 12

Warren (Smokey) Thomas
President,
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Organizational Realignment

Dear Mr. Thomas:

A new position of Property Valuation Analyst shall be created at the PA4 salary level, using the existing five-step grid.

All employees who are permanently in the position of Valuation Analyst, classified as PA3 shall be assigned to the new position of Property Valuation Analyst. The promotional rules pursuant to Article 12.09 shall be used to position these persons on the PA4 grid and a new anniversary date shall be established (if required) as per Article 12.10.

In addition, all employees who are permanently in the position of Valuation Review Specialist, classified as PA4 shall be assigned to the new position of Property Valuation Analyst. Their anniversary date and salary shall remain unchanged.

In addition, all employees who are permanently in the position of Property ~~Valuation~~ Inspection Analyst, classified as PA3, shall be assigned to the position of Parcelization Coordinator at their current workplace location. They shall continue to be paid pursuant to the PA3 grid. Should a current PIA decide not to accept an assignment to the Parcelization Coordinator position, he/she shall be assigned to a Property Inspector position, classified as PA2, at their current workplace location. It is agreed that any such employee shall have his/her former rate of pay maintained from the date of the assignment until December 31, 2011.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING # 13

Warren (Smokey) Thomas
President,
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Platform Systems Branch Restructuring

Dear Mr. Thomas:

Effective the date of the restructuring the Employer will create and advertise new positions at a level above the current ITA5 level.

All of the employees permanently classified as ITA5's in the Platform Systems Branch of the Employer shall continue to be paid pursuant to the ITA5 grid.

The Employer will then advertise additional ITA5 positions within the Platform Systems Branch. All employees, including employees currently classified as ITA4's, shall be given the opportunity to apply for any advertised vacancies at the new classification level identified above, or the ITA5 level, as per Article 12.

ITA4's who were unsuccessful in obtaining one of the higher level positions referenced above, or who did not apply, shall be guaranteed an assignment to an ITA3 position within the Platform Systems Branch. It is agreed that any such employee shall have his or her former rate of pay maintained from the date of the reassignment until December 31, 2011.

After December 31, 2011, if the former ITA4 is still assigned to the ITA3 position in the Platform Systems Branch, their rate of pay will be reduced to the appropriate step on the ITA3 grid and a new anniversary date will be established, if applicable.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING # 14

Warren (Smokey) Thomas
President,
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Advertised Vacancies #1

Dear Mr. Thomas:

The Employer is currently engaged in the preparation of a Human Resource Strategic Plan which includes a review of the Employer's hiring process and recruitment sourcing.

The Employer agrees to meet with the Union members of the Union Management Committee to discuss any issues or concerns that they may have pertaining to the hiring process and recruitment sourcing.

The Employer will consider any recommendations resulting from this process.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources

LETTER OF UNDERSTANDING # 15

Warren (Smokey) Thomas
President,
Ontario Public Service Employees Union
100 Lesmill Road,
North York, ON M3B 3P8

RE: Advertised Vacancies #2

Dear Mr. Thomas:

For the duration of this Collective Agreement, expiring on December 31, 2011, the Employer shall advertise all permanent vacancies on a Province-wide basis. In addition, for the same duration, the current Employee Relocation Expenses Policy shall be changed from 40 km to 125 km.

Yours truly,

Gerry Stuart
Vice-President Corporate and Human Resources