

COLLECTIVE AGREEMENT

between

Ontario Public Service Employees Union

and

**Ontario Dairy Herd Improvement Corporation
(CanWest DHI)**

Duration: October 1, 2018 to September 30, 2021



Sector 20
9-998-5088-20210930-20

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PREAMBLE

1. The purpose of this Agreement between the Employer and the Union is:
 - a) to establish and maintain a collective bargaining process;
 - b) to maintain satisfactory working conditions and terms of employment for all employees who are subject to this Agreement;
 - c) to establish procedures for the prompt and equitable handling of grievances.
2. It is understood that the provisions of this Agreement apply equally to male and female employees. All references to the male gender in the Agreement shall read as applying to the female gender where the context would apply.

The Parties, therefore agree as follows:

ARTICLE 1 – RECOGNITION

- 1.01 In accordance with the Ontario Labour Relations Act, the Ontario Dairy Herd Improvement Corporation (the Employer) recognizes the Ontario Public Service Employees Union (the Union) as the exclusive collective bargaining agent for all the employees of the Corporation save and except Supervisors, Herd Management Specialists, persons above the rank of Supervisor, Executive Assistant to the General Manager, Purchasing Administrative Services Administrator, other persons employed in matters confidential to employee relations and students employed during school vacation or on a work experience period of up to six (6) months.
- 1.02 The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect, and to provide copies of the Collective Agreement to the employees. The cost of printing copies of the Agreement will be shared equally by the employer and the Union.

ARTICLE 2 – NO DISCRIMINATION

- 2.01 The Employer and the Union agree that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practiced by either of them or by any of their representatives or members because of any member's membership or non-membership in the Union, or because of his activity or lack of activity in the Union, or political party or organization.
- 2.02 The Employer and the Union agree that there shall be no discrimination against any employee on any prohibited ground set out in the *Ontario Human Rights Code*.

ARTICLE 3 – CHECK-OFF OF UNION DUES

- 3.01 There shall be deducted from the regular bi-weekly pay of every employee in the bargaining unit and every probationary employee a sum equivalent to membership dues to the Ontario Public Service Employees Union. Union dues shall also be deducted from any retroactive wage increases.
- 3.02 The deductions referred to herein shall be remitted to the Ontario Public Service Employees Union and shall be forwarded prior to the 15th day of the following month to the Accounting Department, at Head Office, 100 Lesmill Road, Toronto, Ontario M3B 3P8. Included with the deductions remitted will be a summary indicating the names of employees on whose behalf deductions have been made, the employee's social insurance number, and the amount of the deduction for each employee.
- 3.03 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.
- 3.04 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

ARTICLE 4 – MANAGEMENT'S RIGHTS

- 4.01 The Union recognizes that the Employer has the exclusive right to manage the Corporation and direct the work force and the Union acknowledges that it is the exclusive function of the Corporation to:
- a) hire, promote, discharge, demote, direct, classify, transfer, layoff, recall, suspend or otherwise discipline employees provided that if an employee who has completed the probationary period has been discharged, laid off or disciplined without reasonable cause, a grievance may be filed and dealt with in accordance with the Grievance Procedure.
 - b) determine -
 - i) the nature and kind of business;
 - ii) the kinds and locations of equipment and material to be used;
 - iii) the methods and techniques of work;
 - iv) the number of personnel to be employed;
 - v) the expansion, curtailment or cessation of operations; and,

- vi) all other functions except as specifically limited by the terms of this agreement.
 - c) to develop a policy manual which outlines safety and general conduct and procedural rules and regulations of the Corporation and its employees.
- 4.02 The Corporation agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement.

ARTICLE 5 – UNION REPRESENTATION

- 5.01 All reference to the Union, its officers and members, unless otherwise specified, shall also refer to OPSEU, its officers and members.
- 5.02 The Employer agrees to recognize the following representatives of the Union:
- a) a Grievance Committee comprised of one (1) steward and a staff representative of the Union;
 - b) a Negotiations Committee comprised of up to five (5) bargaining unit employees and a staff representative of the Union.
 - c) an Employee-Employer Relations/Health and Safety Committee of up to three (3) bargaining unit employees.
- 5.03 It is the intent of both parties to this Agreement that a Employee-Employer Relations / Health and Safety Committee be established consisting of three (3) bargaining unit employees, the Director of Human Resources and three (3) of his designates to improve communications and to discuss and attempt to resolve concerns not itemized in this Collective Agreement.
- 5.04 The Committee will meet not less than three (3) times per year. Minutes of the Employee-Employer Relations / Health and Safety Committee will be circulated to all Corporation employees. The cost of salaries and travel will be paid by the Employer.
- It is understood and agreed that the Committee shall not have jurisdiction to discuss proposed amendments to the Collective Agreement nor to deal with any matter that is properly the subject of a grievance.
- 5.05 Employees shall have the right to the assistance of an OPSEU Staff Representative whenever necessary and may be invited by the Local to attend any of the meetings above. The Union agrees that the exercise of this right shall not interfere with the Employer's operation.

ARTICLE 6 – NO STRIKES OR LOCK-OUTS

6.01 The Employer agrees that during the life of this Agreement there shall be no lock-outs, and the Union agrees that there will be no strikes.

ARTICLE 7 – GRIEVANCE PROCEDURE

For the purpose 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 questions as to whether a matter is arbitrable.

7.02 Employee Grievance

An employee who believes he has a complaint or difference should first discuss the complaint or difference with his supervisor. If any complaint or difference is not satisfactorily settled by the Supervisor, the employee may proceed to Stage 1.

A grievance properly arising under this Agreement shall be adjusted and settled as follows:

Stage 1

The aggrieved employee shall present his grievance in writing to his immediate supervisor within twenty (20) days after he became aware or reasonably ought to have become aware of the circumstances giving rise thereto.

If the grievance is not satisfactorily settled within ten (10) days of receipt of the written grievance and a Stage 1 grievance meeting has been held, the grievor may then proceed to Stage 2.

Stage 2

The grievor shall present his grievance in writing to the Corporation's Director of Human Resources who shall convene a meeting with the grievor and his Union Representative, within fifteen (15) days of receipt of the written grievance.

The Director of Human Resources shall notify, in writing, the grievor and his Union Representative, of the time and place of said meeting, and shall render his decision in writing, within fifteen (15) days of said meeting.

Failing settlement of the grievance at this stage, the grievor may then proceed to Arbitration as provided in Article 8 within ten (10) days of receipt of the decision.

It is understood and agreed that a grievor may be assisted by a Union Staff Representative at Stage 1 and Stage 2 of the Grievance Procedure.

7.03 Dismissal Grievance

Any probationary employee who is dismissed or released shall not be entitled to file a grievance. Any employee other than a probationary employee who is dismissed shall be entitled to file a grievance at Stage 2, provided he does so within seven (7) days of the date of the dismissal.

7.04 Policy Grievance

The Union and the Employee shall have the right to file a grievance based on a dispute arising out of the application, interpretation, or alleged violation of the Agreement. However, a Union grievance shall not include any matter which an employee is personally entitled to grieve. A policy grievance may be lodged in writing at Stage 2 of the grievance procedure at any time within thirty (30) days of when the party became aware or reasonably ought to have become aware of the circumstances given rise to the grievance. If not satisfactorily settled, it may be referred to arbitration in the same manner, and to the same extent as an employee grievance within ten (10) days of receipt of the party's decision.

7.05 Time Limits

The time limits set out in both the grievance and arbitration procedures contained herein are mandatory and failure to comply with such limits except by written agreement of the Parties shall result in the grievance deemed to have been abandoned, subject only to Section 48(16) of the *Ontario Labour Relations Act*. Such time limits shall exclude Saturdays, Sundays, and paid holidays.

ARTICLE 8 – ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of the agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this agreement has been violated, the parties hereby agree to the following arbitration procedures.

8.02 The party requesting arbitration at the same time shall name his nominee to the Board. The other party shall, within five (5) working days thereafter, name its nominee. The two (2) nominees shall, within seven (7) working days, attempt to agree on a Chairperson for the Board.

The Board of arbitration shall be comprised of one (1) person appointed by the Employer, and one (1) person appointed by the Union, and a third (3rd) person to act as a Chairperson, chosen by the other two (2) members of the Board.

8.03 Should the person chosen by the Employer to act on the Board and the person chosen by the Union fail to agree to a third (3rd) person within seven (7) working days thereof, the Minister of Labour will be asked to nominate a person to act as

Chairperson. Such a request shall be made by the party wishing to further process the grievance.

- 8.04 The decision of the majority of the Board shall be the decision of the Board and on failing a majority, the decision of the Chairperson shall govern.

Each of the parties hereto will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses, if any, of the Chairperson of the Arbitration Board.

- 8.05 Notwithstanding Articles 8.02, 8.03, 8.04 and 8.05, it is agreed that either party of the Collective Agreement may request the Minister of Labour to appoint a single arbitrator as defined in Section 49 of the Ontario Labour Relations Act. Each of the parties shall share equally the fees and expenses of the arbitrator appointed.

- 8.06 The Employer agrees to provide necessary leave of absence without loss of pay and benefits for an employee who has a grievance to attend a meeting with the Employer or to attend an arbitration hearing pursuant to Articles 7 and 8 of this Agreement. Reasonable travel expenses for attendance at a grievance meeting will be paid by the Employer, however, no travelling or other expenses shall be borne by the Employer, nor shall a Corporation vehicle be used by an employee for any such travelling, when the purpose of such travelling is to attend at an arbitration hearing.

ARTICLE 9 – SENIORITY

9.01 Definition

Seniority as referred to in this Agreement for full-time staff shall be equal to the length of continuous service inclusive of employment as a civil servant with the Crown in the Right of Ontario and the Corporation combined and shall be on a bargaining unit-wide basis, including those former full-time contract employees hired to work for the DHI program in the Ontario Ministry of Agriculture and Food, between January 1, 1979 and March 31, 1981 and excluding those former employees of the Ministry of Agriculture and Food who resigned their position within the Ministry and were subsequently Hired by the Corporation. Seniority shall then commence as of the date of hire by the Corporation.

Seniority as referred to in this Agreement for part-time staff shall be computed on the basis of one thousand and six hundred (1600) hours worked equals one year's seniority for Field Staff, and one thousand and seventeen hundred (1700) hours worked equals one year's seniority for Laboratory and Head Office staff.

9.02 Probationary Period

- a) An employee shall have no seniority during the probationary period. A full-time employee shall serve a probationary period of six (6) months, which period shall exclude any absences in excess of thirty (30) continuous calendar days under Article 9.06 (b).
A part-time employee shall serve an equivalent pro-rata probationary period, i.e. eight hundred (800) hours worked in the case of Field staff, or eight hundred and fifty (850) hours worked in the case of Laboratory or Head Office staff. After completion of the probationary period, seniority shall date back to the date of hire for full-time staff, and part-time staff shall be credited with six (6) month's seniority based upon eight hundred (800) hours worked or eight hundred and fifty (850) hours worked, as appropriate.
- b) In addition to any other discussions which may take place, each probationary employee will meet with his or her supervisor mid-way through the probationary period at which time any performance deficiencies will be discussed and, as appropriate, remedial action suggested.

9.03 Seniority Termination

Seniority shall terminate and the employee shall cease to be employed by the Employer when he:

- a) voluntarily quits his employment with the Employer;
- b) retires;
- c) is discharged and is not reinstated through the grievance procedure or arbitration;
- d) is laid off and fails to report to work fourteen (14) days after receipt of a notice of return to work, unless absent for a reason satisfactory to the Employer;
- e) is absent from work for a period of five (5) scheduled working days without notifying the Employer and providing a reason satisfactory to the Employer;
- f) performs no work for any reason for a continuous period of twelve months, excluding employees on long-term disability who return to part-time or full-time employment in less than twenty-four (24) months. It is understood that this provision will be administered in accordance with the *Ontario Human Rights Code*.

- 9.04 A seniority list shall be forwarded to the Union's Head Office Negotiator assigned once per year by January 31st or upon request and shall be circulated and posted at all District DHI Corporation employee meetings.

- 9.05 An employee who is promoted to a position outside of the bargaining unit shall retain his seniority for a period of one (1) year from the date of his promotion, during which time he may exercise his rights with respect to Articles 10 and 11.
- 9.06 a) It is understood that during an approved unpaid absence not exceeding thirty (30) continuous calendar days or any approved absence paid by the Corporation, both seniority and service will accrue.
- b) During an approved unpaid absence exceeding thirty (30) continuous calendar days, credit for service for purposes of salary increment, vacation, sick leave, or any other benefits under any provisions of the Collective Agreement or elsewhere, shall be suspended, the benefits concerned appropriately reduced on a pro rata basis and the employee's anniversary date adjusted accordingly. In addition, the employee will become responsible for full payment of subsidized employee benefits in which he/she is participating for the period of the absence, except that the Corporation will continue to pay its share of the premiums for up to eighteen (18) months while an employee is in receipt of WSIB or LTD benefits and during a pregnancy or paternity leave, unless the employee elects not to participate in a benefit. Notwithstanding this provision, service shall accrue during pregnancy or parental leave.
- c) It is further understood that during such unpaid absence, credit for seniority for purposes of promotion, demotion, transfer or lay-off shall be suspended and not accrue during the period of absence. Notwithstanding this provision seniority shall accrue during pregnancy and parental leave or for a period of twelve (12) months if an employee's absence is due to a disability resulting in WSIB benefits.

ARTICLE 10 – JOB SECURITY (LAYOFF AND RECALL)

10.01 Laboratory and Head Office

- a) In the event of a proposed layoff in the Head Office or in a Laboratory, the most junior employee in the position affected will be given notice of layoff.
- b) The Employer will immediately notify the Union of the impending layoff and the parties will meet within then (10) days to:
- i) discuss the reasons for the proposed layoff;
 - ii) consider alternative arrangements that would ameliorate the impact on the affected employee;
 - iii) identifying and reviewing the services the Employer will undertake to avoid layoff;
 - iv) identifying and reviewing the alternative arrangements and method of implementation; and

- v) identifying and reviewing ways the Employer can assist employees to find alternative employment
- c) If the parties can reach tentative agreement on alternative arrangements, the Union will discuss them with the affected employee to see if the employee agrees.

Following such discussions, but not later than four (4) weeks following the initial meeting with the Union, the parties may enter into a written memorandum to set aside the layoff provisions set out in this Article for purposes of the particular layoff under discussion and such memorandum shall prevail and be binding on the parties and affected individuals.

If there is no such memorandum formalized, the following procedures shall apply:

- i) The surplus employee may bump the most junior employee in the same classification, in Head Office or in the Laboratory, as applicable, provided the surplus employee has greater seniority than the employee he wants to bump and provided he can demonstrate to the satisfaction of the Employer that he has the necessary qualifications, skill, ability and competence to do the job. The Employer will not exercise this judgment unreasonably.
 - ii) Failing placement under the above, the surplus employee shall be offered a vacancy in a lower paid classification in the Corporation, or he may bump the most junior employee in any lower paid classification, provided the surplus employee has greater seniority than the person he wants to bump and provided he can demonstrate to the satisfaction of the Employer that he has the necessary qualifications, skill, ability and competence to do the job. The Employer will not exercise this judgment unreasonably.
- d) Failing placement under 10.01 c) (ii), the employee shall be laid off.

10.02 Field Operations

- a) In the event of a proposed layoff in Field Operations, every reasonable effort will be made to release probationary, contract, temporary, part-time and the most junior employees performing the work in question in the affected geographical area, providing there is no increase in service delivery costs.

A copy of the notice shall be given to the Union Provincial Executive and the OPSEU Staff Representative. The Employer will immediately notify the Union of the impending layoff and the parties will meet within ten (10) days to:

- i) discuss the reasons for the proposed layoff;
- ii) consider alternative arrangements that would ameliorate the impact on the affected employee;

- iii) identifying and reviewing the services the Employer will undertake to avoid layoff;
 - iv) identifying and reviewing the alternative arrangements and method of implementation; and
 - v) identifying and reviewing ways the Employer can assist employees to find alternative employment
- b) If the parties can reach tentative agreement on alternative arrangements, the Union will discuss them with the affected employee to see if the employee agrees;

Following such discussions, but not later than four (4) weeks following the initial meeting with the Union, the parties may enter into a written memorandum to set aside the layoff provisions set out in this Article for purposes of the particular layoff under discussion and such memorandum shall prevail and be binding on the parties and affected individuals.

If there is no such memorandum formalized, the following procedures shall apply:

- i) The employee identified as surplus and given notice under 10.02 A), shall be offered a vacant position in his classification. This offer shall be made and the employee shall indicate whether he wished to accept the vacancy within two (2) weeks of there being no memorandum formalized.
 - ii) If there is no vacancy available under 10.02 B) i), or if the employee declines to accept the vacancy, the employee may bump a more junior employee in his classification. The employee shall advise the employer if he is exercising his bumping rights within two (2) week of being advised that there is no vacancy or if he declines a vacancy;
 - iii) Failing placement under 10.02 B) ii), the employee shall be offered a vacancy in any lower paid classification, or he may bump the most junior employee in any lower paid classification, such offer or decision to be made within two (2) weeks following the decision under 10.02 B) ii), provided that he can demonstrate to the satisfaction of the Employer that he has the necessary qualifications, skill, ability and competence to do the job. The Employer will not exercise its judgment unreasonably.
- c) Failing placement under 10.02 B) iii), the employee shall be laid off.
- d) An employee displaced as a result of an employee exercising his rights under this article shall be offered a vacancy or shall have the right to bump in the same manner and to the same extent as above.

- i) An employee being laid off as a result of an employee or employees exercising their rights under this article shall receive notice in accordance with the *Employment Standards Act, 2000*.
- 10.03 Should a full-time position be designated as part-time, the employee shall have the option of continuing in the position in accordance with the part-time provisions, or of exercising his rights under Articles 10.01 and 10.02.
- 10.04 An employee first identified as surplus will not be subject to lay-off until fourteen (14) weeks have elapsed from date of notification that the position is redundant.
- 10.05 The provisions of Article 10.01 c) or 10.02 b) shall apply to an employee laid off as a result of a surplus employee exercising his right under this Article. Failing placement, the displaced employee shall be laid off.
- 10.06 An employee displaced as a result of an employee exercising his rights under Article 10.05 shall be laid off.
- 10.07 A laid off employee shall retain but not accrue his seniority for a period of twelve (12) months following the date of lay-off
- 10.08 The Union agrees that any employee exercising seniority rights under this article shall take precedence over the claims of an employee exercising seniority rights under the job posting and filling requirements of Article 11.
- 10.09 In the event that a layoff as set out above is of a permanent nature and if the employee so requests, the Employer agrees to provide reasonable assistance to the employee in preparing a resume and advising the agriculture community in Ontario of the employee's availability.
- 10.10 The Employer shall provide a minimum period of four (4) weeks for an employee to make arrangements for the move of his residence as a result of the exercise of layoff rights under Article 10.

10.11 Voluntary Layoff

a) Office and Lab

In the event of a proposed layoff, an employee who wishes to take a voluntary layoff, and working in the same job classification will be provided the opportunity to take a voluntary layoff instead of the original employee identified as surplus and given notice under Article 10.01 a).

It is understood and agreed that the employee who is deemed surplus must have the demonstrated skills and qualifications to perform all of the duties associated with the vacant position resulting from the voluntary layoff. It is further understood and agreed that any employee laid off subject to this article shall be entitled to an eight (8) week notice period, including his severance and

Employee Termination Payments as per Article 20, and will not be subject to recall.

b) Field Staff (CSR's)

In the event of a proposed layoff, an employee who wishes to take a voluntary layoff and working in the same job classification will be provided the opportunity to take a voluntary layoff instead of the original employee identified as surplus and given notice under Article 10.02 a). It is understood and agreed that the employee who is deemed surplus will be required to accept the identified circuit headquarters. Any employee laid off subject to this article shall be entitled to an eight (8) week notice period, including his severance and Employee Termination Payments as per Article 20, and will not be subject to recall.

10.12 Recall

- a) When an employee has been laid off and a vacancy occurs within the job classification from which he was laid off within twelve (12) months of the day of layoff, he shall have the right to be recalled to employment, providing the employee can demonstrate to the satisfaction of the Employer that he has the necessary qualifications, skill ability and competence to do the job. The Employer will not exercise its judgment unreasonably.
- b) When two or more employees are eligible for recall to the same job, selection will be in order of seniority providing the employee can demonstrate to the satisfaction of the Employer that he has the necessary qualifications, skill, ability, and competence to do the job. The Employer will not exercise its judgment unreasonably.

10.13 A surplus employee shall not be assigned a vacant position pursuant to the foregoing procedures unless any laid off employees specifically waive their rights for recall.

10.14 Benefits Continuation

- 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 fourteen (14) weeks 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 a benefit(s) 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 their intent to do so at the time of the layoff, and arranges with the Employer the appropriate payment schedule.

ARTICLE 11 – POSTING AND FILLING OF VACANCIES OR NEW POSITIONS

11.01 Postings

- a) Except as provided for in Article 11.01 b) hereunder, when a vacancy occurs for a bargaining unit position or a position at the first level of supervision, it shall be advertised for at least ten (10) working days prior to the established closing date. Notice of such vacancy shall be posted on bulletin boards at Head Office, in the Laboratories and circulated to all employees. Notices shall state, where applicable, the nature and title of the position, salary, qualifications required and location. All applications will be acknowledged.
- b) Temporary vacancies of less than four (4) months' duration shall not be subject to the provisions of Article 11.01 a). Temporary vacancies of a longer duration shall be subject to the provisions of Article 11.01 a); however, where the successful applicant is an existing staff member, the vacancy created in that staff member's regular position shall not be subject to the provisions of Article 11.01 a). Such staff member shall revert to his or her regular position upon completion of the temporary assignment. This Article shall not apply to vacancies created by pregnancy leave or parental leave.

11.02 Filling Vacancy

When a vacancy occurs for a bargaining unit position that is subject to the provisions of Article 11.01 a), the following factors shall be considered:

- a) seniority;
- b) qualifications, skill ability, competence and efficiency. Should the factors in b) in the opinion of the Employer be relatively equal as between two (2) or more employees, the end factor a) seniority shall govern.

11.03 When in the opinion of the Employer none of the applicants from within the bargaining unit are capable of satisfactorily performing the duties of the position, the Employer is not required to award the position to any of the applicants from within the bargaining unit.

11.04 The Employer agrees that it will not exercise its rights under the article in a manner that is unreasonable.

11.05 When a full-time vacancy occurs and work remains available to fill the position on a full-time basis, the Employer will not convert the vacated position to part-time by splitting and filling the vacancy with part-time employees.

11.06 A full-time employee who has their employee status changed from full-time to part-time as a result of a layoff will have the option of continuing their Group Insurance coverage at their expense.

ARTICLE 12 – LEAVE – UNION ACTIVITIES

12.01 Negotiating Committee

Upon fourteen (14) days written notice, leave of absence without loss of regular pay or benefits will be granted to members of the Negotiating Committee while negotiating with the Employer.

Once notice has been given pursuant to this article with respect to the first meeting between the parties with respect to negotiations, there shall be no requirement for further written notice where the parties have agreed upon subsequent dates for negotiations.

12.02 Grievance Committee

Upon five (5) days written notice, leave of absence without pay will be granted to members of the Grievance Committee for the purpose of attendance at arbitration hearings. Upon five (5) days written notice, leave of absence without loss of regular pay and benefits will be granted to members of the Grievance Committee for the purpose of attending at a grievance hearing at Stage 2 of the grievance procedure.

12.03 Upon three (3) days' notice, leave of absence without loss of pay will be granted to an employee chosen by the Union to attend any meeting between the employer and the union convened for the purpose of discussing a proposed lay-off under Article 11. The employee chosen by the Union will be paid for this extra duty provided there will be no loss of test days.

12.04 Union Conventions and Meetings

Upon at least fourteen (14) days written notice by the Union, leave of absence without pay but with no loss of credits shall be granted for three (3) employees to attend the following Union conventions provided the aggregate total does not exceed twenty-five (25) days for all employees in any given year and provided such leave does not unduly interfere with the efficient operations of the Employer.

- a) OPSEU Annual Convention;
- b) OPSEU Regional Meetings;
- c) BPS Divisional Meetings;
- d) Educational Seminars.

ARTICLE 13 – BEREAVEMENT LEAVE

13.01 a) An employee who would otherwise have been at work shall be allowed three (3) working days leave of absence with pay in the event of the death of the spouse, same-sex spouse, mother, father, step parents, mother-in-law, father-in-law, son, daughter, brother, sister, step children, step-siblings, son-in-law,

daughter-in-law, brother-in-law, sister-in-law, grandparent, grandchild, ward or guardian.

- b) An employee who would otherwise have been at work shall be allowed one (1) day's leave of absence, with pay in the event of the death of an aunt or uncle, niece or nephew, grandparent-in-law, aunt-in-law, uncle-in-law.
- c) It is understood and agreed that an employee will notify his supervisor by phone of his absence before the commencement of a bereavement leave or as soon as possible.
- d) An additional leave of absence without pay may be granted if requested in advance and if necessary for the purpose of travelling to attend the funeral and such leave shall not be unreasonably denied.

13.02 If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

ARTICLE 14 – PREGNANCY AND PARENTAL LEAVE / FAMILY MEDICAL LEAVE

14.01 Pregnancy Leave

The employer shall grant up to seventeen (17) weeks leave of absence without pay and with accumulation of service and seniority for the purpose of childbirth to a female employee who has been employed for at least thirteen (13) weeks.

The leave of absence shall be in accordance with the provisions of the *Employment Standards Act, 2000*, and subject to any limitations therein.

14.02 Parental Leave

Parents as defined herein are entitled to up to thirty-seven (37) weeks' leave of absence without pay, and with accumulation of service and seniority.

Parental leave shall end thirty-five (35) weeks after it begins for an employee who takes pregnancy leave and thirty-seven (37) weeks after it begins for an employee who did not take pregnancy leave.

Parental leave as set out in this Article shall be granted to a parent which includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as his or her own.

The parental leave of absence shall be in accordance with the provisions of the *Employment Standards Act, 2000*, and subject to any limitations therein.

14.03 The Employer shall continue to pay its share of the premium cost of insured benefits and pension while an employee is on pregnancy or parental leave, unless the employee elects in writing not to participate in a benefit. The Employer shall e-mail the Chair of the Union Provincial Executive of any employee taking pregnancy, parental or family medical leave in a timely fashion provided the employee consents.

14.04 On confirmation by the Employment Insurance Commission of the appropriateness of the Corporation's Supplementary Unemployment Benefit (SUB) Plan employees entitled to pregnancy leave under Article 14.01 shall receive for the first two (2) weeks of leave, payment equivalent to seventy-five percent (75%) of their regular weekly rate.

a) A full time employee's regular weekly wage shall be determined by multiplying the employee's regular hourly rate on her last day worked prior to the commencement of the leave, times the employee's normal weekly hours.

b) A part time employee's regular weekly wage shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times their average weekly hours. The average weekly hours shall be determined as the average of hours worked in each of the preceding thirteen (13) weeks.

14.05 On confirmation by the Employment Insurance Commission of the appropriateness of the Corporation's Supplementary Unemployment Benefit (SUB) Plan, employees entitled to parental leave under Article 14.02 shall, provided the parental leave is for a period of at least eight weeks, receive for the first two (2) weeks of leave payment equivalent to seventy-five percent (75%) of their regular weekly rate.

a) A full time employee's regular weekly wage shall be determined by multiplying the employee's regular hourly rate on her last day worked prior to the commencement of the leave, times the employee's normal weekly hours.

b) A part time employee's regular weekly wage shall be determined by multiplying the employee's regular hourly rate on their last day worked prior to the commencement of the leave times their average weekly hours. The average weekly hours shall be determined as the average of hours worked in each of the preceding thirteen (13) weeks.

14.06 The provisions of Article 14.05 shall not apply to a female employee whose parental leave begins at the time her pregnancy leave ends.

14.07 **Family Medical Leave**

a) The Employer shall provide Family Medical Leave without pay to employees for a period of up to eight (8) weeks within a twenty-six (26) week period to provide care and support to a specified family member, specified under the

Employment Standards Act, who has a serious medical condition with a significant risk of death occurring within that twenty-six (26) week period in accordance with the provisions of the Act.

- b) The Employer shall continue to pay its share of the premium cost of insured benefits and pension while an employee is on family medical leave, unless the employee elects in writing not to participate in a benefit.

ARTICLE 15 – JURY DUTY LEAVE

15.01 Where any employee is absent by reason of a summons to serve as a juror, or under subpoena as a witness in a court of law, the Employer shall, upon receipt from the employee of any fee received while as a juror or witness, excluding travelling, meals or other expenses, pay to the employee his regular wages for the day or days of absence.

ARTICLE 16 – SPECIAL LEAVE

16.01 Leave of absence with or without pay may be granted by the Employer for special or compassionate purposes upon written request to the Corporation's General Manager or designee.

16.02 The granting of leave under Article 16.01 shall not be dependent upon or charged against vacation credits, sick credits or attendance credits.

16.03 Education Leave

Leave of absence for education purposes, without pay and without service and seniority, may be granted upon written request to the Corporation's General Manager or designate. The duration and terms of such leave will be matters for determination between the employee concerned and the Corporation.

ARTICLE 17 – PAID HOLIDAYS

17.01 The following Holidays with pay will be granted to all employees who have been employed for more than thirty (30) consecutive days:

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

Two (2) additional paid days will be deemed to be floating holidays and will be taken at a mutually agreeable time. However, it is further understood that all float dates must be taken no later than the pay period #25 in December. Any employee who has not taken their two floaters by pay period #25 will be forfeiting these days.

It is understood and agreed the two (2) floating holidays will be credited to all full time employees, on January 1st of each year; however, these two (2) days will be earned on pro-rata basis (e.g. .1667 day per month). Where an employee terminates employment having used unearned floaters the amount unearned will be deducted from the employee's final pay.

- 17.02 An employee shall be entitled to holiday pay unless absent without leave or a reason not otherwise specified in this collective agreement.
- 17.03 Should any of the aforementioned paid holidays provided in Article 17.01 of the Agreement fall during an employee's vacation period or regularly scheduled days off, then such employee shall be granted an extra day off with pay.
- 17.04 In the event that a Head Office or Laboratory employee is required to work on any of the above holidays, he shall be paid at one and one-half (1½) times his regular hourly rate for all hours worked on the holiday and shall receive a day off with pay in lieu of the holiday to be scheduled at the mutual agreement of the employee and his supervisor.
- 17.05 For purposes of clarity, holiday payment under Article 17.01 will be computed on the basis of the number of hours worked per day in the employee's regular work schedule, at the employee's regular rate of pay. For Customer Services Representatives, this will be calculated at 7.2 hours per day at the employee's regular rate of pay.

NOTE: Employer will identify in the Pay Schedule and the Staff Day Planner the last day to which float days must be taken.

ARTICLE 18 – VACATION WITH PAY

18.01 Vacation credits accrue monthly but are credited on January 1. Employees shall receive an annual vacation with pay as follows, based upon service as at December 31 of the previous year:

Length of Service	Annual Vacation
a) Less than 1 year	See Article 18.04
b) 1 year but less than 6 years	15 days
c) 6 years but less than 8 years	16 days

d) 10 years but less than 12 years	19 days
e) 12 years but less than 14 years	20 days
f) 14 years but less than 15 years	21 days
g) 15 years but less than 20 years	22 days, plus one (1) additional days for every year of service up to and including the 19th year
h) 20 years but less than 24 years	27 days
i) 24 years or more	30 days

Effective October 1, 2000, vacation entitlement for all new full-time employees will be as follows:

Length of Service	Annual Vacation
a) less than one (1) year	1 day per month
b) one (1) year but less than six (6) years	12 days
c) six (6) years but less than ten (10) years	16 days
d) ten (10) years but less than fifteen (15) years	20 days
e) fifteen (15) years or more	one (1) additional day per year to a max. of thirty (30) days

18.02 a) In order that employees may schedule annual vacations, the Employer shall circulate the following vacation request forms upon which each employee shall indicate dates on which they prefer to take their earned vacation:

- i) For vacations during the period January 1 to March 31 inclusive, the form shall be circulated by the previous October 1 to be returned to the Employer no later than October 31. The Employer will respond to the vacation requests by November 15.
 - ii) For vacations during the period April 1 to December 31 inclusive, the form shall be circulated by the previous February 15 to be returned to the Employer no later than March 15. The Employer will respond to the vacation requests by March 31.
- b) The Employer shall consider seniority in scheduling vacation, but may, nevertheless, schedule vacations at a regard to the efficiency of the Corporation.

- c) The Employer shall advise employees of the Christmas period schedule prior to March 15, it being understood that the schedule may be subject to change due to circumstances beyond the Employer's control.
- 18.03 a) For the purpose of vacation entitlement only, years of full-time service with the Ontario Ministry of Agriculture and Food shall be added to the service with the Corporation for employees who transferred directly to the Corporation before December 31, 1981.
- b) For the Purpose of vacation entitlement only, and effective in the 1988 vacation year, years of full-time service of R.O.P. Inspectors who transferred directly to the Corporation from Agriculture Canada before December 31, 1986, shall be added to service with the Corporation.
- 18.04 On commencing employment, an employee shall accrue vacation on a pro rata basis (e.g. 1.25 days per month), for the balance of the calendar year, but shall not be permitted to take vacation until he has completed six (6) months of continuous service.
- Employees commencing employment after October 1, 2000 shall accrue vacation on a pro rata basis (e.g. 1 day per month) for the balance of the calendar year but shall not be permitted to take vacation until he has completed six (6) months of continuous service.
- 18.05 Employees may request splitting of vacations and these shall be granted where the needs and efficiency of the Corporation can be met. An employee may carry over one (1) year's vacation credits into the following year and any vacation credits beyond this level shall be forfeited, provided the Corporation has given the employee adequate notice and opportunity to use the vacation.
- 18.06 Where an employee terminates employment having used unearned vacation credits, the amount of unearned vacation will be an amount owing to the Corporation and deducted from the employee's final pay.
- 18.07 a) Where an employee's scheduled vacation is interrupted due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave under Article 19.
- b) Where an employee's scheduled vacation is interrupted due to serious illness requiring emergent or surgical medical care, the period of serious illness shall be considered sick leave providing the employee submits a certificate from a legally qualified medical practitioner.
- c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 19 – SICK LEAVE and SHORT TERM DISABILITY

19.01 An employee who is unable to attend to his duties due to sickness or injury is entitled to sick leave with pay as follows:

- a) With regular salary for first six (6) working days of absence.
- b) Following six (6) consecutive days of absence an employee shall be entitled to short term disability at seventy five percent (75%) of regular salary for an additional one hundred and twenty-four (124) working days of absence in each calendar year. An employee may utilize any banked sick days/overtime days or vacation days for the six (6) consecutive days of absence.

It is understood and agreed that an employee will notify his supervisor by phone of his absence before the commencement of his normal workday.

19.02 a) The employer shall allow an employee to use up to four (4) of their sick leave credits per year for leave of absence to care for an ill spouse, child or parent. It is understood that this article does not amend an employee's rights to leave of absence elsewhere in the collective agreement.

b) In addition to the provisions of Article 19.01, an employee who is absent less than six (6) working days in a calendar year shall be entitled to carry over the unused balance of those six (6) days from year to year to a maximum carry-over of twenty-four (24) days for use as sick leave at regular pay.

c) In January of each year, an employee shall be entitled to one (1.0) hour bonus pay at straight time for each unused day in Article 19.01 a) for the previous calendar year.

19.03 An employee is not entitled to sick leave with pay until he has completed sixty (60) consecutive working days of employment.

19.04 When an employee is on sick leave which commences in one calendar year and continues into the following calendar year, he is not entitled to sick leave with pay for more than one hundred and thirty (130) working days in the two (2) years until he has returned to work for twenty (20) consecutive working days.

19.05 An employee who has used sick leave with pay for one hundred and thirty (130) working days in a calendar year must complete twenty (20) consecutive working days before he is entitled to further leave in the next calendar year.

19.06 The pay of an employee under this Article is subject to deductions for insurance coverage and pension contributions that would be made from regular pay. The Employer-paid portion of all payments and subsidies will continue to be made.

19.07 An employee on sick leave with pay under this Article may, at his option, have one quarter ($\frac{1}{4}$) of a day deducted from any accumulated vacation credits, overtime

credits, or OMAF attendance credits, for each such day of absence and receive regular pay.

- 19.08 Where, for reasons of health, an employee is frequently absent or unable to perform his duties, the Employer may require him to submit to a medical examination at the expense of the Employer.
- 19.09 After five (5) consecutive days' absence in a calendar year caused by sickness, no leave with pay shall be allowed unless a certificate of a legally qualified medical practitioner is forwarded to the Director Administration/Human Resources or his designate, certifying that the employee is unable to attend to his official duties. Notwithstanding this provision, where it is suspected that there may be an abuse of sick leave, the Supervisor may require an employee to submit a medical certificate at the expense of the Employer for any period of absence.
- 19.10 An employee returning from the Long Term Disability Plan to resume employment must complete twenty (20) consecutive working days of employment to qualify for benefits under the Sick Leave Plan.
- 19.11 For the purposes of this Article, twenty (20) consecutive working days of employment shall not include vacation leave-of-absence or any leave without pay, but days worked before and after such leave shall be considered consecutive. Notwithstanding the above, where an employee is unable to attend to his duties due to sickness or injury, the days worked before and after such absence shall not be considered consecutive.
- 19.12 Sick leave benefits do not apply when an employee receives payments under the Long Term Disability Plan.
- 19.13 The Employer shall pay its share of the premium cost of benefits and pension contribution as long as the employee qualifies for long term disability payments.
- 19.14 Where an employee is absent by reason of an injury or an industrial disease for which a claim is made under the Workplace Safety and Insurance Act, his weekly rate of pay shall continue to be paid for a period not exceeding thirty (30) regularly scheduled working days.

If an award is not made, any payments made under the foregoing provision in excess of that to which he is entitled under sick leave shall be an amount owing by the employee to the Employer.

ARTICLE 20 – EMPLOYEE TERMINATION PAYMENTS

- 20.01 When an employee terminates his employment with the Corporation, there shall be paid to him, or in the event of his death, to his beneficiary, an amount computed on the basis of Article 20.02, 20.03 and Article 20.04 hereunder, based upon his regular rate of pay at the date of termination.

20.02 Attendance Credits

Fifty percent (50%) of the value of any attendance credits remaining from those accumulated while in the employment of the Government of Ontario and subsequently transferred to the Corporation. Immediately after the close of each calendar year, the Employer shall advise each employee of the number of such credits remaining.

20.03 Severance Pay

- a) An employee who has completed a minimum five (5) years of continuous service (as defined in Article 9.01) and who ceases to be an employee for any reason other than dismissal for cause or abandonment of a position is entitled to severance pay as follows:

One (1) week salary for each year of service from January 1, 1970 to date of termination;

Computation of severance pay for partial years will be on a monthly basis [fifteen (15) or more days shall be deemed one (1) month].

An employee is not entitled to severance pay when on leave of absence without pay or when receiving long term disability benefits, unless the employee terminates his employment during such period.

- b) An employee hired after October 1, 2000 who has completed a minimum of five (5) years of continuous service (as defined in Article 9.01) and who ceases to be an employee for any reason other than layoff will not be entitled to severance pay as set out in Article 20.03 a).

20.04 The total amount paid to an employee in respect of severance pay shall not exceed six (6) months' salary. An employee may receive only one (1) termination payment for a given period of service. Notwithstanding the foregoing, employee entitled to outstanding OMAF credits shall be paid out an additional termination payment based upon those credits.

ARTICLE 21 – HOURS OF WORK

21.01 The Employer retains the right to alter the hours of work for staff as may be necessary. However, in the case of Head Office and Laboratory employees, the Employer shall endeavour to provide five (5) working days advance notice of any change in an employee's normal shift. Should such notice not be provided, the employee shall be paid time and one-half (1½) for the first eight (8) hours worked on the changed shift, however, no premium shall be paid where the change of schedule is caused by events beyond the Employer's control.

21.02 Administration and Laboratories

The normal hours of work for employees in the administrative and laboratory positions are seven and one quarter (7¼) per day, thirty-six and one quarter (36¼) hours per week. Employees required to work beyond seventy-two and a half (72.5) hours in a bi-weekly period shall be considered on overtime status. It is understood and agreed that hours paid for vacation, sick leave, bereavement leave, statutory holidays, banked time used, and other paid leaves, will be included in the total hours for the calculation of overtime.

At the discretion of the employee, an employee shall be eligible for:

- a) overtime pay at one and one-half (1½) times normal rate, or;
- b) time off at the rate of one and one-half (1½) times overtime worked.

An employee who elects to accrue and bank time off shall be entitled to take such time off on his request. Where such time off cannot be granted, the Employer shall pay the employee for his banked time owing in a pay period designated by the employee within the current calendar year.

21.03 Standard Hours -Customer Service Representatives

21.03.01 The normal workweek, for a full-time Customer Service Representative, will comprise of thirty-four (34) hours. It is understood and agreed that the organization will make all reasonable efforts to provide these hours of work to full-time employees.

21.03.02 The calculation of all hours of work for the Customer Service Representative shall be as follows:

Standard Hour Values

(for further details please refer to Appendix 1)

- Basic Admin. Time 45 minutes
- Sample Collection Admin. Time 27 minutes
- Data Entry Time Per Milking Cow 25 seconds
- Actual Time Billed to Producer (milking time, ERA time, standby time etc.)

For tests where the Customer Service Representative is present during milking time (Verified or Staff Assisted Tests) a minimum of one (1) hour milking time shall be credited for each milking attended. The one hour minimum is not applicable to farm robot time.

21.03.03 Additional CSR

- a) It is understood and agreed that when an additional CSR is assisting in the sample collection process, they shall be compensated with Basic Admin. Time of ten (10) minutes.

- b) It is understood and agreed that when an additional CSR is assisting in the sample collection process, they shall be compensated with the Sample Collection Admin. Time plus actual milking time billed to producer plus travel time at the agreed upon formula.

21.03.04 Each Customer Service Representative will receive credit for all travel time based on the following formula:

$$\frac{\text{Kilometers}}{63 \text{ Kilometers per hour}} = \text{credited hours}$$

21.03.05 The time involved in performing other assigned duties shall be credited to the Customer Service Representative concerned on the basis of time actually spent.

21.03.06 Standby time shall be billed to a customer in instances where milking has not commenced within fifteen (15) minutes of the agreed upon start time. CSR's shall receive actual Standby time billed after the fifteen (15) minute grace period has elapsed.

Furthermore, the herd owner shall be notified by the CSR that standby time will be incurred and will be billed from the time the fifteen minute grace period is up to the time when the first milker is put on the first cow.

21.03.07 Customer Service Representatives shall receive straight-time pay for each hour worked in excess of his normal hours, up to and including the 240th hour for each six (6) week pay period.

21.03.08 Customer Service Representatives shall be considered on overtime for all hours worked over 240 hours over three (3) pay periods, i.e. six (6) weeks.

21.03.09 At the discretion of the Employer, overtime for Customer Service Representative shall be compensated at either one and one half (1½) times the regular rate of pay or one and one half (1½) hours off with pay for each overtime hour worked. Should time off not be provided at a mutually agreed time within thirty (30) days of the end of the six (6) week period, or scheduled at some other time mutually agreed between the Employer and the employee, then overtime pay shall be provided.

23.03.10 If during the six (6) week reporting period the Customer Service Representative has reason to expect that his work plan will result in hours worked in that period in excess of two hundred and forty hours (240) hours, he shall immediately, but no later than the end of the fourth (4th) week in the six (6) week period, advise his District Manager.

21.03.11 Upon such notification, the District Manager shall either authorize the work plan or reduce the Customer Service Representative's assignment so as to ensure that it remains within the normal assignment.

21.03.12 At the request of the employee and with the consent of his District Manager, a Customer Service Representative may work up to one (1) additional test day per week during the last test period of the year. At the Customer Service Representative's option he shall receive time off in lieu, or pay, at his regular hourly rate and no other provisions of Article 21.03 shall apply.

21.03.13 There shall be no change in the headquarters of a circuit for an incumbent Customer Service Representative of record without his written consent. Where the headquarters is the employee's home, the employee shall not relocate in excess of five (5) kilometres without the written consent of the District Manager.

21.04 Overtime Meal Allowance

Employee working more than ten (10) consecutive hours in any shift shall be provided with a meal allowance to a maximum of ten dollars (\$10.00) provided they provide a receipt.

21.05 Call Back

All employees who are called back for an emergency outside their regular hours shall receive overtime rates and shall be guaranteed a minimum of three (3) hours at time and one-half (1½) their basic hourly rate.

21.06 Reporting Allowance

When a Head Office or Laboratory employee reports for work and there is no work available, and the Employer has not made a reasonable effort to contact the employee to indicate that work will not be available, the employee shall be paid a minimum of four (4) hours' pay at his/her regular rate. If requested by the Employer, the employee shall perform such duties at his/her work place for such period that is reasonably within her ability.

21.07 a) Reporting Allowance (Customer Service Representative)

When a pre-scheduled test is cancelled by the herd owner, and the Customer Service Representative has received less than eighteen (18) hours' notice of the cancellation or after a Customer Service Representative has left to travel to the farm and the test cannot be completed, he shall complete his duties to the extent required, if any, and provided he contacts his District Manager and no other work is made available, he shall receive credit of 3.6 or 7.2 as appropriate for payroll purposes as if a full test had been completed. At the discretion of the District Manager, the herd owner may be required to sign a test refusal form.

b) When a normal test is booked and cancelled by the herd owner, and the Customer Service Representative has received less than six (6) hours' notice for a pm milking or nine (9) hours' notice before an am milking providing that the Customer Service Representative submits to his District Manager a test bypass form signed by the herd owner at the time of the next test, or after a

Customer Service Representative has left to travel to the farm and the test cannot be completed, he shall complete his duties to the extent required, if any, and provided he contacts his District Manager and no other work is made available, he shall receive credit of 3.6 or 7.2 as appropriate for payroll purposes as if a full test had been completed. At the discretion of the District Manager, the herd owner may be required to sign a test refusal form.

- c) If a Customer Service Representative has a test booked and he cannot leave his home due to inclement weather or in the situation where he has left his home or headquarters and cannot continue to the destination, he must:
 - a) At his earliest opportunity call and notify the herd owner that the CSR is not able to attend the test;
 - b) Reschedule the test to ensure that the tests meet the herd owner's requirements;
 - c) Call his District Manager and notify him that the CSR is unable to do the test due to inclement weather.

The CSR will be credited with the distance travelled and the travel time calculated using the travel time formula.

21.08 **Optional Services**

Optional services incentives will be as per the sample Schedules 1, 2 and 3 attached hereto. The schedule shall include incentives for meter sales and repairs.

The incentives shall be paid out bi-weekly and the Employer will provide revenue and incentive figures to the Union on a semi-annual basis.

Electronic Registration Applications (ERA) shall be paid out at time plus one dollar (\$1.00) per application and this time shall be included in the calculation of hours worked.

When a new optional service is to be introduced, the Employer will give the Union thirty (30) days' notice prior to the service's implementation. The Employer will categorize the service and set the incentive and payment schedule.

The Union and the Employer will discuss the incentive no later than the ERC meeting following the implementation of the service.

If the Union and the Employer are unable to agree on the incentive rate, it will be subject to negotiation at the next round of bargaining.

Incentives for optional services will apply to all Customer Service Representatives, regardless of their status.

21.09 Overdue Herd Accounts

All customers shall be informed in writing if their account is overdue and CanWest DHI Policy.

A CSR shall be informed in writing not to proceed with testing prior visiting a customer.

It is understood and agreed that any CSR who has been instructed not to test an overdue herd account by their District Manager and takes it upon their own to test that herd will not be paid for doing that test. However; once the account has been paid the employee will be reimbursed.

ARTICLE 22 – TEMPORARY ASSIGNMENTS

22.01 Where an employee is temporarily assigned by the employer to perform the duties of a position in a classification with a higher salary maximum for a period in excess of five (5) consecutive working days, he shall be paid acting pay from the day he commenced to perform the duties of the higher classification in accordance with the next highest rate in the higher classification.

22.02 When an employee is temporarily assigned to the duties and responsibilities in a classification with a lower salary maximum for him in the position from which he was assigned, he shall be paid at the classification rate from which he was assigned.

22.03 Where an employee is temporarily assigned for a period of up to six (6) months to perform the duties and responsibilities of a position not covered by the Collective Agreement, he shall retain his rights and obligations under the Collective Agreement.

ARTICLE 23 – EMPLOYEES' BENEFITS

23.01 a) The Employer agrees to pay one hundred percent (100%) of the premiums payable for the following benefits:

- OHIP
- Group Life at 2 X annual earnings
- Accidental Death and Dismemberment Insurance
- Supplementary Health and Hospital Insurance

- Dental Care Insurance (not including Major Restorative)
(with benefit payments based on the current O.D.A. Fee schedule)
- Long Term Disability Insurance
- Workplace Safety Insurance
- Travel Accident Life Insurance
- Vision Care
- Employee Assistance Program (EAP)

The Employer agrees to pay fifty percent (50%) of the premiums payable for the following benefit:

- Dental Care Insurance – Major Restorative
 - The carrier shall reimburse the employee fifty percent (50%) based on the current ODA Fee schedule, up to a maximum benefit of one thousand dollars (\$1,000) per insured person per year.
- b) In the event that an employee is laid off from a full-time position to a part-time position, he/she will have the option of continuing their Group Benefit coverage, providing the employee pays one hundred percent (100%) of the costs associated with this coverage.

23.02 The Employer shall make available to all employees on a voluntary basis, subject to eligibility requirements, if any, the following optional benefits:

Group Life Insurance – subject to insurability

- i) 100% of annual salary
- ii) 200% of annual salary
- ii) 300% of annual salary

Dependent Life Insurance

- either (i) Spouse \$1,000, each child \$500
- or (ii) Spouse \$2,000, each child \$1,000

The premium of the above shall be one hundred percent (100%) paid by the employee.

23.03 The Employer agrees to provide each employee with a description information package giving details of benefits provided, eligibility requirements and claim procedures.

23.04 Change of Carrier

It is understood that the Employer may at any time substitute another carrier for any Plan (other than OHIP) provided the benefits are equivalent and are neither reduced nor increased. The Employer shall provide to the Union full specifications of the benefit programs contracted for before implementation of any change.

ARTICLE 24 – EMPLOYEE PENSION PLAN

24.01 The Employer shall provide a pension plan to employees who have completed one (1) year or more of service and normally work twenty-four (24) hours or more per week. The employee's contribution to the Corporation's Pension Plan will be as follows:

- a) four point two percent (4.2%) of earnings up to the Year's Maximum Pensionable Earnings under the Canada Pension Plan
- b) six percent (6%) of earnings beyond the Year's Maximum Pensionable Earnings under the Canada Pension Plan

The pension will be based on the average of the best five (5) consecutive years' earnings before retirement and one point four percent (1.4%) of these earnings to the final three (3) year average Year's Maximum Pensionable Earnings under the Canada Pension Plan and two percent (2%) of these earnings in excess of the CPP level for each year in which the member makes contributions to the plan, with early retirement and delayed retirement options.

24.02 The Employer agrees to provide a seat on the Pension Committee for a bargaining unit employee selected by the Union. The Employer agrees that all documents pertaining to the pension plan will be provided to the Union representative fifteen (15) days from when requested provided they are available for distribution. The representative will be allowed leave without loss of pay to attend the meetings of the Committee. The Employer will pay expenses according to the Corporation's policy. Reasonable notice will be provided for all future pension meetings to all committee members including the bargaining unit employee selected by the Union.

ARTICLE 25 – PART TIME EMPLOYEES

25.01 The only terms of this Agreement that apply to employees who normally work less than twenty-four (24) hours per week are those that are set out in this article.

25.02 The following articles of this Agreement apply to part-time employees:

Articles 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 20, 21.03.01, 21.03.02, 21.03.03, 21.03.04, 21.03.05, 21.03.07, 21.03.08, 21.04, 21.06, 21.07, 21.08, 24, 26, 27, 28, 29, 30 and 31.

25.03 The rates of pay (including retroactive salary revisions) for the equivalent full-time position shall apply. If there is no equivalent classification, the rate shall be set by the Employer and the Union shall have the right to negotiate the rate during the appropriate salary negotiations.

25.04 Vacation, Holidays and Benefit Pay

Fourteen percent (14%) of Gross Pay shall be added to the employee's pay to compensate for vacation pay, holiday pay, and in lieu of benefits coverage.

25.05 In the event that a part-time employee joins the pension plan, the amount of fourteen percent (14%) as stated in Article 24.04 will be adjusted to ten percent (10%).

ARTICLE 26 – RATES OF PAY

26.01 The Employer shall pay wages in accordance with Schedule 1, Schedule 2, and Schedule 3 attached hereto, and which forms a part of this agreement.

26.02 Salary Progression

Except as provided in Article 9.06 and a Letter of Understanding – Re: Customer Service Representative, a full-time employee shall progress to the next increment on the salary scale for his classification on his anniversary date unless his performance is demonstrably below a satisfactory level, and his performance deficiency has been brought to the employee's attention in writing at the time the deficiency becomes apparent.

If the performance deficiency is brought to the employee's attention less than two (2) months before his anniversary date, it shall not be relied on to justify withholding his increase until his anniversary following.

The withholding of a salary increment pursuant to the above shall be for a maximum period of six (6) months. If at that time the employee's performance is still unsatisfactory, he shall be subject to termination. However, this shall not diminish the employee's right to grieve dismissal provided he has completed his probationary period.

26.03 Part-time employees will be treated in accordance with the same principles set out in Article 25.02 after the equivalent of one (1) year of full-time service, that is:

- a) for Office and Lab Employees – 1700 hours
- b) for Customer Service Representatives – 1600 hours

26.04 New or Changed Classification

When a new bargaining unit classification is to be created or an existing classification is to be substantially changed, the Corporation shall notify the Union, and the parties shall meet within thirty (30) days to negotiate the salary ranges for the new or revised classification. If the parties fail to reach agreement on the salary range, the Employer shall establish the range subject to the right of the Union to have the range resolved by arbitration.

- 26.05 a) Promotion occurs when the incumbent of a position is permanently assigned to another position with a higher maximum salary than that of his former position.
- b) An employee who is promoted shall receive that rate of pay in the salary range of his new position which provides for a salary increase of at least three percent (3%) over his former salary rate.

ARTICLE 27 – VIDEO DISPLAY TERMINALS

27.01 At the beginning of assignment to a video display terminal and annually thereafter, Office and Laboratory employees who are regularly required to operate a video display terminal for four (4) consecutive hours or more per day shall be required to undergo an eye examination by an optometrist 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, 1 meter, distance)
- g) slit lamp bio microscopy

The cost of the eye examination, not covered by O.H.I.P., will be borne by the Employer, and the employee shall authorize release of a copy of the examination report providing all details of the results of any tests conducted to the Employer.

Where practicable, such examination will be conducted during normal working hours at a time agreeable to the Employer.

ARTICLE 28 – NOTICE OF RESIGNATION

28.01 An employee shall give a minimum of two (2) weeks' notice of resignation. Failing such two (2) week notice, any outstanding vacation payment will be calculated on the minimum entitlement under the Employment Standards Act.

ARTICLE 29 – TEMPORARY EMPLOYEES

- 29.01 a) Temporary employees shall be hired for a maximum period of six (6) months, unless otherwise agreed by the parties to this collective agreement.
- b) With the exception of Customer Service Representatives, temporary employees shall receive the minimum salary rate of the position to which they are assigned. Customer Service Representatives who have worked for the Corporation in that capacity previously shall start at level 3 of the salary range provided they were at or above that level at the time of separation.
- c) Except as otherwise provided herein, temporary employees shall be covered by all of the applicable terms of this collective agreement.
- d) In lieu of holidays, vacations and benefits, a temporary employee's regular rate of pay shall be increased by fourteen percent (14%).
- e) The release of a temporary employee shall not be subject to the grievance and arbitration procedure.
- f) In the event that a temporary employee acquires regular employment with the Corporation and provided there has not been a break in service in excess of two (2) weeks, his or her period of temporary employment shall be recognized in computing seniority for purposes of Articles 9, 10 and 11 and service for purposes of Articles 18 and 25.

ARTICLE 30 – HEALTH & SAFETY

- 30.01 a) The Employer shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment. It is agreed that both the Employer and the Union shall co-operate to the fullest extent possible in the prevention of accidents and in the reasonable promotion of safety and health of all employees.
- b) The Employer shall provide safety equipment and protective clothing where it requires that such shall be worn by its employees.
- c) The purchase of safety shoes or boots and other job related clothing for on-the-job protection of the purchaser shall be subsidized as per the current practice.

- d) The current practices relating to the supply and maintenance of apparel for employees shall continue during the term of this Agreement subject to any changes which may be entered into between the parties through the Employee-Employer Relations / Health and Safety Committee.
- 30.02 a) A total allowance of two hundred and seventy five (\$275.00) for safety footwear and other clothing apparel will be paid out in a lump sum at the beginning of the year to all Customer Service Representatives and every year thereafter.
- b) Effective October 1, 2015 a clothing cleaning allowance of fifty dollars (\$50.00) that will be paid out in a lump sum at the beginning of the year to all Customer Service Representatives and every year thereafter.
 - c) In addition, the Laboratory staff shall receive a shoe allowance of up to one hundred and sixty (\$160.00) per year.
 - d) It is further understood that all new employees will receive a pro-rated allowance for the year ending December 31. Thereafter he/she shall receive the total allowance effective January 1 of each year.

ARTICLE 31 – GENERAL

31.01 Membership Information to Union

The Employer will provide the Union with the addresses of all persons in the bargaining unit as part of the monthly dues deduction.

31.02 Union Correspondence

The Employer shall provide a bulletin board in Head Office and in each Laboratory which may be used by the Union. No material shall be posted on the bulletin boards without the prior approval of the General Manager or his designate(s). Such approval shall not be unreasonably denied.

31.03 At least two (2) weeks before each meeting of the Employee-Employer Relations / Health and Safety Committee, the Employer shall provide to the Union EERC representatives and the Union Provincial Executive a list of all staff showing the name, start date, work location and the hours of work in each pay period.

31.04 The Employer shall reimburse all field staff with ten dollars (\$10.00) per pay to cover internet service for the purpose of transmission of data and communications.

31.05 The employer agrees to pay ten dollars (\$10.00) per pay to all CSRs who provide their valid cell phone number to the employer

ARTICLE 32 – DURATION OF AGREEMENT

32.01 The Agreement covers the period from October 1, 2018 to September 30, 2021. The Agreement shall continue automatically thereafter for annual periods of one (1) year each unless either party notifies the other in writing within ninety (90) days of the expiry date of the Agreement of its intent to terminate the Agreement, or renew the Agreement with modifications.

32.02 Negotiations shall commence within fifteen (15) days of said notice. In the event such notice is served, this Agreement and all its terms will continue to force until a new Agreement is executed, or the right to strike or lockout occurs, whichever occurs first.

IN WITNESS THEREOF the parties hereto have executed this Collective Agreement

Signed in Guelph, this _____ day of _____, 2019.

For OPSEU

For CanWest DHI

Colin Benson

Marnie Armstrong

Brian O'Shaughnessy

Ron Hurtubise

Mirla Alvarado Fenn-OPSEU Negotiator

Rob McTaggart

Steve Saysell - Supervisor

Warren Thomas – OPSEU President

SCHEDULE 1 - Classifications & Wage Rates Year 1

Effective October 1, 2018 General Wage Increase of 1.75%

Classification		1	2	3	4	5	6	7
Clerk 1	*Annual	30,893.47	31,579.87	32,364.47	33,151.43	33,839.44		
Mail Clerk	Bi-Weekly	1,188.09	1,214.63	1,244.81	1,275.06	1,301.51		
	Weekly	594.11	607.31	622.41	637.56	650.78		
	Hourly	16.41	16.76	17.20	17.60	17.97		
Clerk 2	*Annual	39,149.15	40,324.37	41,208.70	42,287.82	43,271.11		
Senior Mail Room Clerk	Bi-Weekly	1,505.75	1,550.97	1,584.95	1,626.47	1,664.28		
Data Entry Clerk	Weekly	752.88	775.48	792.50	813.24	832.14		
Jr Accounting Clerk	Hourly	20.79	21.40	21.87	22.44	22.96		
Clerk 3	*Annual	45,601.63	47,004.03	48,282.65	49,461.51	50,934.89		
Data Editor	Bi-Weekly	1,753.92	1,807.85	1,857.04	1,902.36	1,959.04		
A/P A/R Clerk	Weekly	876.97	903.95	928.55	951.21	979.53		
Customer Relations Rep	Hourly	24.22	24.96	25.63	26.25	27.03		
Customer Service/Data Edit Cle								
Clerk 4	*Annual	48,632.50	50,147.14	51,625.26	52,898.36	54,667.82		
Payroll Clerk	Bi-Weekly	1,870.49	1,928.76	1,985.61	2,034.56	2,102.64		
Senior Data Editor	Weekly	935.27	964.40	992.80	1,017.30	1,051.31		
Sr. Customer Relations Rep	Hourly	25.79	26.62	27.39	28.07	29.02		
Lab Technician 1	*Annual	40,616.11	42,806.38	44,746.07	46,515.55	48,771.14		
Lab Tech 1	Bi-Weekly	1,562.18	1,646.41	1,721.01	1,789.08	1,875.81		
	Weekly	781.08	823.22	860.53	894.52	937.91		
	Hourly	21.55	22.72	23.75	24.68	25.90		
Technical Group	*Annual	45,601.63	47,004.37	48,282.87	49,455.65	50,934.71		
Computer Operator	Bi-Weekly	1,753.93	1,807.87	1,857.05	1,902.39	1,959.04		
	Weekly	876.97	903.95	928.55	951.21	979.53		
	Hourly	24.22	24.96	25.63	26.25	27.03		
Inter. Computer Operator	Annual	49,414.93	51,060.39	52,508.37	53,687.51	55,158.70		
Lab Technologist II	Bi-Weekly	1,900.58	1,963.86	2,019.56	2,064.91	2,121.51		
	Weekly	950.29	981.94	1,009.78	1,032.47	1,060.76		
	Hourly	26.23	27.11	27.86	28.49	29.27		
Lab Technologist	*Annual	54,774.27	56,663.88	58,286.50	59,907.57	61,533.30		
PC Technician/Application,	Bi-Weekly	2,106.71	2,179.40	2,241.82	2,304.15	2,366.67		
Assembler/Programmer	Weekly	1,053.35	1,089.71	1,120.92	1,152.07	1,183.33		
On-Farm DSP Specialist	Hourly	29.06	30.09	30.95	31.80	32.66		
Graphic Designer								
System Support Programmer		65,692.83	67,989.84	69,967.92	71,941.33	73,911.67		
Programmer Analyst		2,526.66	2,615.01	2,691.11	2,766.99	2,842.78		
		1,263.35	1,307.51	1,345.55	1,383.52	1,421.40		
		34.88	36.08	37.14	38.19	39.21		
Systems Analyst	*Annual	71,282.83	73,846.75	76,130.84	78,414.87	80,766.91		
	Bi-Weekly	2,741.67	2,840.28	2,928.12	3,015.97	3,106.43		
	Weekly	1,370.83	1,420.15	1,464.05	1,508.00	1,553.24		
	Hourly	37.83	39.17	40.39	41.61	42.86		
*Annual based on 36.25 hours/week								
Field Staff	Annual	31,154.38	32,455.69	36,716.76	37,711.88	38,655.93	39,702.08	40,799.24
Customer Service Representative	**Bi-Weekly	1,198.26	1,248.32	1,411.86	1,450.47	1,486.77	1,527.01	1,569.22
	Weekly	599.13	624.15	706.11	725.24	743.41	763.50	784.62
	Hourly	17.63	18.36	20.80	21.33	21.88	22.47	23.10
**68 hour/Biweekly								

SCHEDULE 2 - Classifications & Wage Rates Year 2

Effective October 1, 2019 General Wage Increase of 1.75%

Classification		1	2	3	4	5	6	7
Clerk 1	*Annual	31,434.10	32,132.52	32,930.85	33,731.58	34,431.63		
Mail Clerk	Bi-Weekly	1,208.89	1,235.89	1,266.59	1,297.37	1,324.29		
	Weekly	604.50	617.93	633.31	648.71	662.17		
	Hourly	16.70	17.05	17.50	17.91	18.28		
Clerk 2	*Annual	39,834.26	41,030.05	41,929.85	43,027.86	44,028.36		
Senior Mail Room Clerk	Bi-Weekly	1,532.10	1,578.11	1,612.69	1,654.94	1,693.41		
Data Entry Clerk	Weekly	766.05	789.05	806.37	827.47	846.70		
Jr Accounting Clerk	Hourly	21.15	21.77	22.25	22.83	23.37		
Clerk 3	*Annual	46,399.66	47,826.60	49,127.60	50,327.09	51,826.25		
Data Editor	Bi-Weekly	1,784.61	1,839.49	1,889.54	1,935.65	1,993.33		
A/P A/R Clerk	Weekly	892.32	919.77	944.80	967.86	996.67		
Customer Relations Rep	Hourly	24.64	25.40	26.08	26.71	27.51		
Customer Service/Data Edit Cle								
Clerk 4	*Annual	49,483.57	51,024.72	52,528.71	53,824.08	55,624.51		
Payroll Clerk	Bi-Weekly	1,903.22	1,962.52	2,020.36	2,070.17	2,139.44		
Senior Data Editor	Weekly	951.63	981.27	1,010.17	1,035.10	1,069.71		
Sr. Customer Relations Rep	Hourly	26.25	27.08	27.87	28.56	29.53		
Lab Technician 1	*Annual	41,326.89	43,555.49	45,529.12	47,329.57	49,624.63		
Lab Tech 1	Bi-Weekly	1,589.52	1,675.22	1,751.13	1,820.39	1,908.64		
	Weekly	794.75	837.62	875.59	910.18	954.32		
	Hourly	21.93	23.12	24.16	25.12	26.35		
Technical Group	*Annual	46,399.66	47,826.95	49,127.82	50,321.12	51,826.06		
Computer Operator	Bi-Weekly	1,784.62	1,839.51	1,889.55	1,935.68	1,993.33		
	Weekly	892.32	919.77	944.80	967.86	996.67		
	Hourly	24.64	25.40	26.08	26.71	27.51		
Inter. Computer Operator	Annual	50,279.69	51,953.95	53,427.27	54,627.04	56,123.97		
Lab Technologist II	Bi-Weekly	1,933.84	1,998.22	2,054.91	2,101.05	2,158.63		
	Weekly	966.92	999.12	1,027.45	1,050.54	1,079.33		
	Hourly	26.69	27.58	28.35	28.99	29.79		
Lab Technologist	*Annual	55,732.82	57,655.50	59,306.51	60,955.95	62,610.14		
PC Technician/Application, Assembler/Programmer	Bi-Weekly	2,143.58	2,217.54	2,281.05	2,344.47	2,408.09		
	Weekly	1,071.78	1,108.78	1,140.53	1,172.24	1,204.04		
	Hourly	29.57	30.61	31.49	32.35	33.23		
On-Farm DSP Specialist	Hourly	29.57	30.61	31.49	32.35	33.23		
Graphic Designer								
System Support Programmer		66,842.46	69,179.66	71,192.36	73,200.30	75,205.12		
Programmer Analyst		2,570.87	2,660.77	2,738.21	2,815.41	2,892.53		
		1,285.46	1,330.39	1,369.10	1,407.73	1,446.27		
		35.49	36.71	37.79	38.86	39.90		
Systems Analyst	*Annual	72,530.28	75,139.07	77,463.13	79,787.13	82,180.33		
	Bi-Weekly	2,789.65	2,889.98	2,979.36	3,068.75	3,160.79		
	Weekly	1,394.82	1,445.00	1,489.67	1,534.39	1,580.43		
	Hourly	38.49	39.86	41.10	42.33	43.61		
*Annual based on 36.25 hours/week								
Field Staff	Annual	31,699.59	33,023.66	37,359.31	38,371.84	39,332.41	40,396.86	41,513.22
Customer Service Representati	**Bi-Weekly	1,219.23	1,270.17	1,436.57	1,475.85	1,512.79	1,553.74	1,596.68
	Weekly	609.62	635.08	718.47	737.94	756.42	776.86	798.36
	Hourly	17.94	18.68	21.16	21.70	22.26	22.86	23.50
**68 hour/Biweekly								

SCHEDULE 3 - Classifications & Wage Rates Year 3

Effective October 1, 2020 General Wage Increase of 2%

Classification		1	2	3	4	5	6	7
Clerk 1	*Annual	32,062.79	32,775.17	33,589.46	34,406.21	35,120.26		
Mail Clerk	Bi-Weekly	1,233.06	1,260.60	1,291.93	1,323.32	1,350.78		
	Weekly	616.60	630.29	645.97	661.69	675.41		
	Hourly	17.03	17.39	17.85	18.27	18.65		
Clerk 2	*Annual	40,630.94	41,850.65	42,768.45	43,888.41	44,908.92		
Senior Mail Room Clerk	Bi-Weekly	1,562.74	1,609.67	1,644.94	1,688.04	1,727.28		
Data Entry Clerk	Weekly	781.38	804.83	822.50	844.02	863.64		
Jr Accounting Clerk	Hourly	21.57	22.21	22.69	23.29	23.83		
Clerk 3	*Annual	47,327.66	48,783.14	50,110.15	51,333.63	52,862.78		
Data Editor	Bi-Weekly	1,820.30	1,876.28	1,927.33	1,974.36	2,033.19		
A/P A/R Clerk	Weekly	910.17	938.16	963.70	987.21	1,016.60		
Customer Relations Rep	Hourly	25.13	25.90	26.60	27.25	28.06		
Customer Service/Data Edit Cle								
Clerk 4	*Annual	50,473.24	52,045.21	53,579.28	54,900.56	56,737.00		
Payroll Clerk	Bi-Weekly	1,941.29	2,001.77	2,060.77	2,111.57	2,182.23		
Senior Data Editor	Weekly	970.67	1,000.90	1,030.37	1,055.80	1,091.10		
Sr. Customer Relations Rep	Hourly	26.77	27.63	28.43	29.14	30.12		
Lab Technician 1	*Annual	42,153.43	44,426.60	46,439.71	48,276.17	50,617.12		
Lab Tech 1	Bi-Weekly	1,621.31	1,708.72	1,786.15	1,856.80	1,946.81		
	Weekly	810.65	854.38	893.10	928.38	973.41		
	Hourly	22.37	23.58	24.65	25.62	26.88		
Technical Group	*Annual	47,327.66	48,783.48	50,110.37	51,327.54	52,862.59		
Computer Operator	Bi-Weekly	1,820.31	1,876.30	1,927.34	1,974.39	2,033.19		
	Weekly	910.17	938.16	963.70	987.21	1,016.60		
	Hourly	25.13	25.90	26.60	27.25	28.06		
Inter. Computer Operator	Annual	51,285.28	52,993.02	54,495.81	55,719.58	57,246.45		
Lab Technologist II	Bi-Weekly	1,972.51	2,038.19	2,096.01	2,143.07	2,201.81		
	Weekly	986.26	1,019.10	1,048.00	1,071.55	1,100.91		
	Hourly	27.22	28.13	28.91	29.57	30.38		
Lab Technologist	*Annual	56,847.48	58,808.61	60,492.64	62,175.07	63,862.34		
PC Technician/Application, Assembler/Programmer	Bi-Weekly	2,186.45	2,261.89	2,326.67	2,391.36	2,456.25		
	Weekly	1,093.22	1,130.96	1,163.35	1,195.68	1,228.12		
	Hourly	30.16	31.23	32.12	33.00	33.90		
On-Farm DSP Specialist	Hourly	30.16	31.23	32.12	33.00	33.90		
Graphic Designer								
System Support Programmer		68,179.31	70,563.25	72,616.21	74,664.31	76,709.22		
Programmer Analyst		2,622.29	2,713.98	2,792.97	2,871.72	2,950.38		
		1,311.17	1,357.00	1,396.48	1,435.88	1,475.20		
		36.20	37.45	38.54	39.63	40.70		
Systems Analyst	*Annual	73,980.89	76,641.85	79,012.39	81,382.87	83,823.94		
	Bi-Weekly	2,845.45	2,947.78	3,038.95	3,130.13	3,224.01		
	Weekly	1,422.71	1,473.90	1,519.46	1,565.07	1,612.03		
	Hourly	39.26	40.66	41.92	43.18	44.48		
*Annual based on 36.25 hours/week								
Field Staff	Annual	32,333.58	33,684.13	38,106.49	39,139.27	40,119.06	41,204.80	42,343.49
Customer Service Representati	**Bi-Weekly	1,243.61	1,295.57	1,465.30	1,505.37	1,543.05	1,584.81	1,628.61
	Weekly	621.81	647.78	732.84	752.69	771.54	792.40	814.32
	Hourly	18.30	19.05	21.58	22.13	22.70	23.32	23.97
**68 hour/Biweekly								

OPTIONAL SERVICE INCENTIVES

OPTIONAL SERVICE	ONGOING AMOUNT	ONGOING RATE	SIGNUP AMOUNT
Barn Cards		12%	
Cow Income Monitor Report		12%	
Cow Monitor Report		12%	
Herd Monitor Report		12%	
Courier Reports		12%	
Head Office/Lab Fax		12%	
MUN Analysis		12%	
SCC Analysis		12%	
DAISY – BBS/Diskette/Email/Historical		12%	
Ketosis Testing		12%	
DC305 – Scout Purchase			\$50.00
DC305 – Scout Lease			\$50.00
DC305 Purchase			\$50.00
DC305 Lease			\$50.00
Special SCC and Component Analysis	\$10.00		
Producer Meter Repairs/Purchases		12%	
Rented Meter Handling	\$0.95		
Rented Shuttle Handling	\$5.00 1st Shuttle \$2.50 ea. additional		
Johnes Testing Leukosis Testing Mast 4 Testing BVD Testing Pregnancy Re Check Testing	\$1.00 per sample to a maximum of \$30.00		
BVD Herd Screening Test	\$12.00/PCR Test until Sept. 30, 2012, and \$8.00 there after		
Electronics Registration Applications (ERA)	\$1.00 plus straight time		

APPENDIX 1: STANDARD HOUR PRINCIPLES

1. Basic Admin (45 Minutes per Herd)

To cover the work required to be done on a Per Test basis, regardless of herd size, type of test, # of milkings, etc. Flat amount of time per test.

Duties included at each test:

- Test Scheduling
- Phone customer and make arrangements
- Unload/load equipment/supplies at the farm
- Bundle and ship samples
- Bi-weekly recording
- E-mail correspondence with office/supervisor/customer and any /all other admin duties /office time
- On-farm report printing at end of test
- Consultation-awareness of new services, periodic check of current service offering

2. Sample Collection Admin (27 minutes per herd milking attended)

To cover extra work related to providing sample collection service at the farm. Flat amount of time per milking where sample collection occurs.

Duties included at each milking:

- Wash boots in and out of barn
- Proper dress (ex. put on coveralls)
- Set up of equipment and supplies

3. Milking Time

Actual Time during the milking to cover sample collection services. Same time as billed to customer.

4. Data Entry (25 seconds per milking cow)

To cover all related entry of data. Paid on a per milking cow/test.

5. Actual time billed to producer

- ERA time Same time as invoiced to the customer
- Other time at the farm that is invoiced to the customer(i.e. Stand By time)

6. Non Test Related/ All Other Time

Actual hours for:

- Vacation, sick, stat, etc. (7.2 hours)
- Staff meetings, trade shows, other assignment by manger
- Duties not related to a specific test (i.e. equipment maintenance, malfunction, repairs, etc.) approved by the District Manager.

LETTER OF UNDERSTANDING #1 - Re: Customer Service Representative

The Union and the Corporation agree to the introduction of a single classification, Customer Service Representative, to replace the previous Field Officer and Service Technician classifications.

Existing Service Technician

It is understood that all existing Service Technicians will be transferred into the Field Officer classification upon ratification of this settlement. Incorporation into the existing Field Officer wage grid will be based on current length of service with the Corporation. Each individual will then be incorporated into the new Customer Service Representative classification on the same basis as the existing Field Officers. There will be no change in their anniversary dates.

Existing Field Officers

It is understood that all existing Field Officers will be transferred directly into the Customer Service Representative classification at their equivalent wage grid level (i.e. F.O. level 1 to C.S.R. Level 3, etc.). There will be no change in their anniversary dates.

Customer Service Representative

The new Customer Service representative classification shall be comprised of 7 salary progression levels. Levels 3 through 7 shall correspond to the existing 1 through 5 levels of the Field Officer. The structure is as follows:

Classification Level	Duration	Old Classification
1	Up to 6 months	Service Tech 3
2	Up to 6 months	Service Tech 5
3	12 months	Field Officer 1
4	12 months	Field Officer 2
5	12 months	Field Officer 3
6	12 months	Field Officer 4
7	12 months	Field Officer 5

Current Employees

All existing employees shall be provided with training material to assist them in areas needed to ensure a high level of customer service and satisfaction.

New Employees

All new employees shall complete a knowledge profile prior to employment to assist in the identification of areas that need to be addressed to ensure a high level of customer service and satisfaction. The salary grid will apply as follows:

- a) A new employee who demonstrated sufficient knowledge in all necessary areas shall enter the classification at level three of the salary grid.
- b) A new employee who demonstrates sufficient knowledge in a majority of the required areas shall enter the classification at the second level.
- c) A new employee who demonstrates sufficient knowledge in less than a majority of the required areas shall enter the classification at the first level.

Production Advisor (Herd Management Specialist)

Upon ratification of the settlement, the Production Advisor shall no longer form part of the bargaining unit. It is understood that the Production Advisors are excluded on the basis of providing effective recommendations on job performance appraisal and grid progression of bargaining unit employees.

Signed in Guelph, this _____ day of _____, 2019

For OPSEU



Colin Benson



Brian O'Shaughnessy



Mirla Alvarado Fenn-OPSEU Negotiator




For CanWest DHI



Marnie Armstrong



Ron Hurtubise



Rob McTaggart

LETTER OF UNDERSTANDING #2 - Car Allowance Committee

It is the intent of both parties to this agreement that a Car Allowance Committee (CAC) will be established consisting of two (2) bargaining unit members who drive personal vehicles for Corporation business and two (2) Employer designates. The intent of this committee is to maintain and adjust the car allowance to reflect the costs of operating personal vehicles on Corporation business.

The Employer will pay the salary and travel costs of the Car Allowance Committee members.

The Car Allowance Committee shall meet minimum four times per year (in conjunction with the EERC as per the current practice) to monitor and adjust the car allowance formula for vehicles on Corporation business.

The Employer shall provide the CAC with the spreadsheet, formula, data, etc. or any other information required and requested by the members or the committee in order to assess maintenance and kilometre cost for the purpose of maintaining and adjusting the allowance.

It is further understood the car allowance rate, upon ratification of this collective agreement, shall be no less than thirty six cents (.36) per kilometre. When a corporate vehicle is designated to an employee, they will have the option to retain the use of their personal vehicle. It is further understood that if the employee refuses the corporation vehicle that they will receive no less than twenty-eight cents (.28) per kilometre for all kilometres over 2285 kilometres in a six week pay period.

However, if the CAC agree an adjustment is required the kilometre rate shall be adjusted to reflect the new rate, but said rate shall not be less than thirty six cents (.36) or twenty-eight cents (.28) as determined above.

The parties shall agree on the implementation date as to when the new rate will come into effect.

The Employer shall continue to adjust the car allowance rates every six (6) weeks based on the current agreed formula.

Signed in Guelph, this _____ day of _____, 2019.

For OPSEU



Colin Benson



Brian O'Shaughnessy



Mirla Alvarado Fenn-OPSEU Negotiator

For CanWest DHI



Marnie Armstrong



Ron Hurtubise



Rob McTaggart

LETTER OF UNDERSTANDING #3 – Pension Plan modifications

The parties agree that the pension plan provided by the Employer will be amended to reflect the following:

- 1) 2.5% employee contribution reduction in the 2nd year (October 1, 2006 – September 30, 2007)
- 2) Change definition of “spouse” to include same sex spouse.
- 3) Ability to buy back lost service.

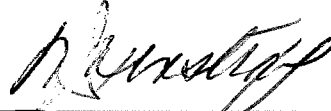
Signed in Guelph, this _____ day of _____, 2019.

For OPSEU



Colin Benson

For CanWest DHI



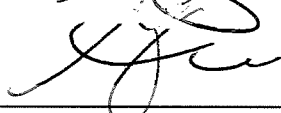
Marnie Armstrong



Brian O'Shaughnessy



Ron Hurtubise



Mirla Alvarado Fenn-OPSEU Negotiator



Rob McTaggart

LETTER OF UNDERSTANDING #4 – Standard Hour Implementation

It is understood and agreed by both parties that at the date of implementation of the new Standard Hours Principles, the corporation will provide a lump sum payment to any CSRs experiencing a loss based on the annual difference in “Admin Time and Data Entry Time” versus the current 2008-2011 Collective Agreement values in accordance with Article 21.03 B), (a), (b), (c), and 21.03 B, (ii).

It is also understood and agreed that this payment calculation will be determined based on the individual’s circuit profile that is in place at the start of implementation of the Standard Hours Formula and will be paid in a lump sum on the first pay following implementation . It is further understood and agreed that an additional lump sum payment will be processed in October using the circuit profile that is in place at that time.

Signed in Guelph, this _____ day of _____, 2019.

For OPSEU



Colin Benson

For CanWest DHI



Marnie Armstrong



Brian O'Shaughnessy



Ron Hurtubise



Mirla Alvarado Fenn-OPSEU Negotiator



Rob McTaggart