

COLLECTIVE AGREEMENT

BETWEEN

ONTARIO NURSES' ASSOCIATION

AND

SEIU LOCAL 2.ON, BREWERY, GENERAL AND PROFESSIONAL WORKERS

January 1, 2021 to December 31, 2022

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ARTICLE 1 – PURPOSE

- 1.01 The general purpose of this Agreement is to establish mutually satisfactory employment relations between the Employer and the employees covered by this Agreement. It provides for an ongoing means of communication between the employees and the Employer for the purpose of discussing matters of mutual interest and discussing matters relating to the provision of the best possible services to the membership of the Ontario Nurses' Association.

ARTICLE 2 – RECOGNITION

- 2.01 (a) The Employer recognizes the SEIU Local 2.ON, Brewery, General & Professional Workers' Union, Local 2 as the exclusive bargaining agent for all professional administrative employees and all office and technical employees employed by the Ontario Nurses' Association save and except Managers, those above the rank of Manager, Strategy Team Members, Human Resources Team Members, Accredited Financial Specialist, Students and those other new positions which are of a managerial nature or of a confidential capacity relating to labour relations in accordance with the Ontario Labour Relations Board practices.
- (b) Whenever the feminine pronoun is used, in this Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean plural.
- 2.02 (a) If the Union challenges a newly created position outside the Bargaining Unit then this dispute will be resolved by the Ontario Labour Relations Board and their decision will be final and binding and the Recognition Clause will be amended accordingly, if necessary.
- (b) The Employer will discuss with the Union any plans to exclude new, existing or changed positions from the bargaining unit.
- 2.03 Where an application is filed with the Ontario Labour Relations Board the result of which could be to remove an employee from the bargaining unit, the Employer will continue to deduct union dues in accordance with Article 6.01 from the affected employee and hold it to be disbursed in accordance with the outcome of the application.
- 2.04 (a) The Employer may hire temporary help:
- i) To replace employees who are absent due to illness or injury; or
- ii) To replace employees who are on approved leaves of absence which are less than thirteen (13) months and nineteen (19) months for pregnancy and parenting leave; or

- iii) To do work not to exceed one (1) year when there is a lack of available time to perform the given tasks by present staff due to workload; or
- iv) To do work not to exceed one (1) year (e.g., special projects including organizing) that cannot be performed by members of the bargaining unit due to lack of sufficient expertise in the bargaining unit to perform the given tasks.

The Employer may request extension of the timelines set out above, such request will not be unreasonably denied by the Union.

Temporary employees shall not be hired to fill permanent vacancies except as required during the hiring process.

An employee hired on this basis shall be deemed to be in the bargaining unit and will pay dues. However, the parties agree that such temporary employee shall have no claim to the position temporarily filled beyond the fixed term as specifically agreed to by the said employee and the Employer at the time of hire. Once any internal job posting requirements under this collective agreement have been completed, positions remaining vacant may be awarded to temporary employees at the sole discretion of the Employer.

The Collective Agreement shall apply to temporary employees with the exception of the following provisions:

- i) Leaves of absence for witness and jury duty.
- ii) Seniority rights including job posting, transfer and promotion.
- iii) Sick leave credits, health and welfare benefits.
- iv) Notice of termination.
- v) Top-up provisions relating to maternity or parental leaves.

Such employee shall be paid the straight time rate and in addition fourteen percent (14%) in lieu of fringe benefits. When such employee opts to participate in HOOPP, the percentage in lieu of fringe benefits as outlined above will be reduced by four percent (4%). Vacation pay shall be paid on the basis of eight percent (8%) of gross earnings in the year.

In all such cases the Employer will inform the Union of the name, job function and expected duration of such temporary replacement.

- (b) The Employer may use agency personnel or subcontract (which includes ONA entering into individual contracts) on an ad hoc basis to replace employees for up to six (6) months who are absent due to vacation, illness, leaves of absence or to augment existing staffing in

a workload situation. Such persons shall not be used to displace employees in the bargaining unit. The Employer shall remit biannually to the Union \$2.00 for each day worked by agency personnel under this Article. In all such cases, the Employer shall inform the union of the name, job function and duration of such contracted work.

The Employer may request extension of the timelines set out above, such request will not be unreasonably denied by the Union.

- (c) Temporary employees who transfer to permanent employment shall have such service counted for the purposes of seniority, vacation entitlement, placement on the salary grid, short-term and long-term disability benefits. Such service will not, however, be counted towards the probationary period.

2.05 When the duties of an existing classification covered by this Agreement are substantially changed, or when a new classification (which is covered by the terms of this Collective Agreement) is established by the Employer, the Employer shall determine the rate of pay for such new or changed classification and notify the Union of same. If the Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) working days after receipt of notice from the Employer of such new or changed occupational classification and rate. Any change mutually agreed to resulting from such meeting shall be retroactive to the date that such new or changed classification was first filled.

If the parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement, within fifteen (15) working days of such meeting. The decision of the Board of Arbitration shall be based on the relationship established by comparison with other classifications within the Employer's establishment, having regard to the requirements of such classification.

2.06 Technological Change

Should the Employer find it necessary, in the interests of membership, reduction of costs or increased efficiency to introduce technological change by altering methods or utilizing different equipment, the Employer shall:

- (a) Notify the Union sixty (60) calendar days in advance if such change displaces or affects the classification of the employees in the bargaining unit.
- (b) Bear the expense and the employee will be given the required amount of time off without reduction of rates of pay, during which time they may acquire such skills if such technological changes require additional skills and if said skills are readily acquired in a reasonable period of time.

- (c) Give as much advance notice as possible, and in any event no less than sixty (60) calendar days' notice or payment in lieu to all employees who are laid off as a result of technological change.

No employee will suffer a reduction in wage rate in the event of re-assignment or re-classification due to technological change.

In such instances, the employee will retain their current salary until the wage rate of the classification to which they have been assigned reaches that level, and thereafter they shall receive future increases in accordance with that classification level.

ARTICLE 3 – NO DISCRIMINATION

- 3.01 (a) The Employer and the Union agree that there will be no discrimination, interference, restrictions, intimidation, or coercion being exercised or practised, by any of their representatives with respect to any employee by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, disability, including all grounds under the *Ontario Human Rights Code* and the *Occupational Health and Safety Act* or by reason of their membership or non-membership in the Union or activity or lack of activity on behalf of the Union, or by reason of exercising their rights under the Collective Agreement or other factors not pertinent with respect to employment.
- (b) i) The Employer and the Union agree to take reasonable measures to provide a working environment free from sexual harassment. This will include taking any necessary measures to ensure that the rights of a complainant are protected, which may include the removal of the alleged harasser from the complainant's workplace.
- ii) Sexual harassment is defined as:
- Inappropriate touching, including touching which is expressed to be unwanted.
 - Suggestive remarks or other verbal abuse with a sexual connotation.
 - Compromising invitations.
 - Repeated or persistent leering at a person's body.
 - Demands for sexual favours.
 - Sexual assault.
- (c) The parties are both committed to a harassment free work environment and recognize the importance of addressing discrimination and harassment issues in a timely and effective manner. The Employer and the Union will review ONA organizational policies and processes at the Joint Union Management Committee

(JUMC) with respect to harassment with a view to making joint recommendations to the Chief Executive Officer.

- (d) The Employer and the Union will review with the employee during their orientation period ONA organizational policies and processes with respect to harassment.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 The Union acknowledges that all management rights and prerogatives are vested exclusively with the Employer and without limiting the generality of the foregoing, it is the exclusive function of the Employer:

- (a) To determine and establish standards and procedures to be observed by the employees.
- (b) To maintain order, discipline and efficiency and in connection therewith to establish and enforce reasonable rules and regulations, policies and practices from time to time to be observed by its employees and to alter such rules and regulations from time to time.
- (c) To hire, discharge, transfer, layoff, recall, promote, demote, assign areas of responsibility, suspend or otherwise discipline employees for just cause, provided that a claim of transfer, promotion or demotion contrary to the terms of this Agreement or a claim that an employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.
- (d) To have the right to plan, direct, and control the work and direction of employees and the operation of the Association. This includes the right to introduce new and improved methods, facilities, equipment and to control the amount of supervision necessary, work schedules, the planning or splitting up of departments, and the increase or reduction of personnel in a particular area or overall.
- (e) To exercise those rights, powers, functions or authority, which are not specifically abridged or modified by this Agreement.

4.02 The Employer will not exercise these rights in a manner inconsistent with the provisions of this Agreement nor in a manner that is unreasonable.

ARTICLE 5 – NO STRIKES AND LOCKOUTS

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

ARTICLE 6 – UNION SECURITY

6.01 The Employer shall deduct from every pay due to each employee who is covered by this Agreement, a sum equal to the Union dues for that pay period of each such employee. Such monies shall be deducted from the employee's pay and forwarded to the Treasurer of the Union by the fifteenth (15th) of the month following deductions.

The Employer shall provide a list of employees from whom deductions were made and the amount of dues deducted. The list shall also include deletions and additions from the preceding month highlighting new hires, resignations, terminations, new unpaid leave of absence of greater than one (1) month and returns from leaves of absence.

6.02 The Employer shall provide the Union with the name, address, classification, employment status and salary rate of each new employee within one (1) month of the starting date.

The Employer shall provide a list of employees' names and the amount of deduction with each dues remittance to the Union.

The Employer shall also provide the Union with the amount of gross salary paid to each employee each month.

6.03 The Employer shall provide each employee with a statement of income and deductions for income tax purposes (T4 slip) which shall include therein the deduction for Union dues.

6.04 The Employer agrees that an officer or representative of the Union shall be allowed one (1) hour during regular working hours to meet with newly hired employees upon commencement of employment. During such meeting, membership forms may be provided to such employees. These meetings will be scheduled in advance as determined by the Employer and the Union. It is understood that this meeting only occurs once.

ARTICLE 7 – UNION COMMITTEES AND REPRESENTATIVES

7.01 The Employer shall recognize the following bargaining unit employees as representatives of the Union:

(a) A Negotiating Committee which shall be, composed of five (5) Union members whose duty shall be to negotiate renewal agreements.

(b) A Grievance Committee which shall be, composed of three (3) members of the Union who shall be responsible for the handling of all grievances and assistance to employees in the presentation of any complaints or grievances that may arise.

(c) A Joint Union-Management Committee composed of three (3) Union members and one (1) Union executive member to meet with

representatives of the Employer composed of the Chief Negotiator and/or designate and Human Resources Business Manager. Meetings of this Committee will be held quarterly and at the request of either party and the time, place and manner of the meeting shall be determined by mutual agreement. The purpose of this Committee is to discuss matters relating to working conditions and any other matters of interest to either party including workload and staff assignments, office reconfiguration, office allocation, the recruitment process for bargaining unit vacancies and staff education budget, including utilization of training monies to assist laid off employees.

- (d) One (1) Union Steward per Regional Office.
Six (6) Union Stewards for the Toronto Office.

- (e) Health and Safety

Three (3) Health and Safety Representatives.

- i) The Employer and the Union shall comply with all applicable Federal, Provincial and Municipal Health and Safety Legislation and Regulations. It is recognized that all standards established under the Legislation and Regulations constitute minimum acceptable practices to be improved upon by mutual agreement.
- ii) The parties agree that it is their desire to promote a safe and healthy environment and shall co-operate by providing information and take steps to provide protection from factors adverse to employees' health and safety.
- iii) The Health and Safety representatives and the representatives of the Employer shall hold meetings at least every second month or more frequently where indicated, for the purpose of monitoring, inspecting, investigating, reviewing and where possible, improving health and safety conditions.
- iv) The employer agrees to notify the Union of any material ergonomics changes as per OH&S terms of reference.
- v) The employer agrees to conduct inspections of all work areas in all offices at least once per year (discuss applications to home offices).
- vi) The employer agrees to schedule the replacement of workstation furniture, may be discussed at the joint union management committee.
- vii) The employer agrees that Health and Safety training or education may be discussed at the Joint Occupational Health and Safety Committee.

- viii) The employer will keep the pay whole to representatives of the Joint Health and Safety Committee for all time as required by the *Occupational Health and Safety Act*.
 - (f) The Employer agrees to give agents of The SEIU Local 2.ON, Brewery, General & Professional Workers Union, access to the premises of the employer for the purposes of attending scheduled meetings with the employer provided that prior arrangements are made with the Chief Executive Officer or designate.
- 7.02
- (a) The Employer shall keep the regular pay whole of officers and committee members for all time spent negotiating renewals of this Agreement, and while attending meetings with the Employer.
 - (b) The Employer will keep the regular pay whole of representatives, stewards and grievors while investigating and processing grievances. The Employer reserves the right to limit such time if the time so taken is unreasonable.
 - (c) The Employer shall keep the regular pay whole of officers and committee members for all time while attending meetings with the employer.
 - (d) The respective Team Manager and Human Resources will be provided with notice that this time is to be taken as well as the anticipated amount of time that will be taken.

ARTICLE 8 – GRIEVANCE AND ARBITRATION

8.01 Any employee, the Union or Employer may present a complaint at any time without recourse to the Grievance Procedure.

8.02 A grievance is defined as any dispute or difference arising out of the alleged violation, application, administration or interpretation of the provisions of this Agreement.

8.03 Step 1

If a member of the bargaining unit considers they have a grievance, they must first discuss it with their immediate Supervisor not later than thirty (30) calendar days following the event giving rise to the complaint.

Step 2

Failing resolution within ten (10) working days, the grievance may be submitted in writing, identifying the nature of the grievance, the provisions of the agreement alleged to be violated, and the redress sought, to the Chief Executive Officer or designate. A meeting will then be held between the Chief Executive Officer or designate and the Grievance Committee. Step 2 meetings will be scheduled on a monthly basis as determined by the parties.

Timeframes for any single grievance may be extended by agreement of the parties. It is understood and agreed that a representative of the SEIU Local 2.ON, Brewery, General & Professional Workers Union and the grievor may be present at the meeting. It is further understood that the employer may have such counsel and assistance as it deems necessary at such meeting.

8.04 If the representatives of the parties are unable to resolve the grievance within ten (10) working days, it shall be submitted to an arbitration board within thirty (30) working days of receipt of the response from the Chief Executive Officer or designate. The Board shall consist of three (3) members, one (1) designated by each of the parties, and a third agreed upon by the nominees of the parties. The decision of a majority is the decision of the arbitration board, but if there is no majority, the decision of the Chair shall govern. The decision is final and binding upon the parties and upon any employee affected by it. Each party shall bear the fees and expenses of its own nominee and the compensation of the third member shall be borne equally by the Employer and the Union. If the two (2) members designated by the parties cannot agree on the third member, the Minister of Labour for the Province of Ontario shall be asked to appoint a Chair. The parties may, by written agreement, substitute a sole arbitrator for the board of arbitration and the sole arbitrator shall possess the same powers and be subject to the same limitations as a board of arbitration.

8.05 Group Grievance

In the event of a grievance common to a group of employees, the Union may file a group grievance on behalf of such a group. The discussion step may be bypassed, and the grievance will be processed directly to the Chief Executive Officer as per Article 8.03 not later than thirty (30) calendar days following the event giving rise to the grievance.

8.06 Policy Grievance

This shall be defined as a grievance arising directly between the Employer and the Union concerning the interpretation, application, or alleged violation of this Agreement. The discussion step may be bypassed, and the grievance will be processed directly to the Chief Executive Officer or designate as per Article 8.03 in the case of a Union grievance, and to the SEIU Branch Local 2 President of the Union in the case of a management grievance. In both cases, such grievances will be submitted not later than thirty (30) calendar days following the event giving rise to the grievance. Processing a grievance as a policy grievance shall not be a bar to individual relief to those individuals involved.

8.07 Discipline Grievance

(a) Reason for discharge, termination or suspension shall be given in writing to the employee as well as formal warnings, with a copy to the Staff Union. Any employee(s) appearing before an Employer representative for disciplinary purposes will be accompanied by an officer of the Union.

- (b) An employee has the right to file a grievance claiming unjust formal warnings, suspensions, termination or discharge. Should the employee wish to file a grievance, it shall be reduced to writing and filed within ten (10) working days of receipt of the above to the Chief Executive Officer or designate. A meeting may be held at the request of either party.

8.08 Grievances may be settled by confirming the Employer's action or by reinstating the employee, and making them whole in all respects, or by any other arrangement which is just and equitable in the opinion of the conferring parties or an Arbitration Board.

8.09 All investigations related to an employee's employment will be completed in a timely manner.

ARTICLE 9 – JOB SECURITY

9.01 Seniority shall be defined as length of continuous service with the Employer:

The probationary period for employees shall be six (6) months for Support Staff and nine (9) months for Servicing Staff. Such period of time may be extended by mutual consent of both parties.

An employee shall only be disciplined or discharged from employment for just cause, except that an employee who has not completed their probationary period may be released based on a fair and proper assessment against reasonable standards of performance and suitability. An allegation of action contrary to this clause may be taken up as a grievance.

9.02 Seniority lists of employees in the bargaining unit shall be posted by the Employer in January and July of each year, and copies shall be sent to the Union.

9.03 Layoff and Recall

(a) In the event of layoff or recall, seniority shall be the determining factor provided the employee has the ability to perform the work available. No new employee shall be hired into a classification so long as there are present employees in the classification on layoff who are willing and have the ability to perform the available work. Upon recall, the affected employee shall be provided with orientation when requested by either party, the duration of which is to be determined by the Employer. Should retraining due to technological change be required, the provisions of Article 2.06 shall apply.

(b) The rights of employees in the Servicing Staff classification under this Article shall be separate from the rights of employees in the Support Staff classification.

- (c) The Employer will notify the Union one hundred and forty (140) calendar days and the Employee(s) affected one hundred and twenty (120) calendar days in advance of a permanent or long-term layoff in excess of four (4) months duration. The Employer will provide 2 weeks' notice of a layoff up to six (6) weeks and ninety (90) calendar days' notice of a layoff between six (6) weeks and four (4) months.
- (d) An employee may use their seniority to displace any temporary or contract employee in any classification, provided the employee has the ability to perform the work available.
- (e) An Employee may use their seniority to displace a less senior employee, in any classification, provided the employee has the ability to perform the work available, it being understood that the employee will displace the least senior employee in the classification/like job/office/team chosen by the laid off employee. Displaced employees will, in turn, have the same right to use their seniority for the same purpose.
- (f) Employees will be recalled from layoff in the order of seniority, provided the employee has the ability to perform the work available.
- (g) An Employee who transfers to another office as the result of exercising their bumping rights under this Article, shall have no claim to moving expenses under Article 9.04.
- (h) The Employer will continue to pay its share of the premiums for any benefit plans described in Articles 16.02 to 16.04 in which a laid off employee participates during the first sixty (60) calendar days of any layoff.
- (i) An employee who qualifies for severance pay pursuant to the *Employment Standards Act* shall be entitled to two (2) weeks' pay (at the rate applicable on their final day at work) for each completed year of service computed up to and including their last day of work.
- (j) The Employer agrees to notify the Union at least one (1) year in advance of any permanent office closure where practicable. It is understood that this does not preclude the employer from downsizing current staffing levels in any office.
- (k) An employee who has been laid off from their position will be offered that position should it subsequently become vacant. If the employee accepts this recall to their previous position, the vacancy will not be posted.

9.04

No employee shall be transferred from one office to another without their consent. If a transfer is initiated by the Employer, reasonable moving expenses will be paid.

- 9.05 Employees are expected to give at least four (4) weeks' notice for a resignation, and, where possible, three (3) months' notice for retirement.
- 9.06 (a) In promotions and transfers seniority shall be the determining factor provided that the senior employee has the qualifications, skills, experience and ability to perform the work.

- (b) When a vacancy within the Bargaining Unit occurs that the Employer intends to fill, the Employer shall post the position electronically on the ONA website and will distribute the posting to all staff via ONA email. Employees interested in applying for the position must do so within ten (10) working days of the date of posting.

Where the Employer elects not to fill a vacant position, the Employer will provide notice in writing of this election to the SEIU Branch 2 Local President.

Applicants may be interviewed, and unsuccessful applicants will be given the reason verbally, or if the employee requests, in writing. The name of the successful applicant will be posted electronically for employees to view.

The vacancy may be advertised outside the Bargaining Unit at the same time as the vacancy is posted internally. Applicants from within the Bargaining Unit may be interviewed before applicants from outside the Bargaining Unit. If no applicant meets the criteria of Article 9.06 (a), the job may be filled by the Employer from outside the Bargaining Unit.

- (c) Where a vacancy is caused by the termination or transfer of an employee in the Bargaining Unit, the Employer will post any such vacancy that it intends to fill within ten (10) working days of the notification of the termination or transfer.
- (d) Any employee may indicate in writing to the Chief Executive Officer or designate their interest in working in a different classification or area. Such an employee will not be required to apply again for such position following any posting as above, and they will be considered along with all other applicants in accordance with Article 9.06 (a) of the Collective Agreement. Such application of interest shall be valid for the current calendar year only. If an employee is interested in a particular classification, they must reapply within the month of January of the following year. At the beginning of January of each year, the Employer will notify the Union of all applications for transfer on file.
- (e) Employees may express interest in project team or mentorship assignments. The employer will consider those employees for such assignments.

The employee will discuss with their Manager their interest and discuss the time commitment. It is agreed that the employer will consider the impact on the employee's workload if they are selected for a project or mentorship assignment.

- (f) A successful applicant may not be considered for any lateral transfers within their own classification for a period of nine (9) months.

9.07 The Union shall be notified in writing of all hirings, transfers, layoffs, recalls and terminations, changes in job titles and/or classifications and leaves of absence of thirty (30) or more working days.

9.08 Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- (a) When on approved leave of absence with pay or an approved leave of absence without pay, not exceeding sixty (60) continuous calendar days.
- (b) When in receipt of Workplace Safety and Insurance Board (WSIB), short-term and/or long-term disability benefits excluding pension.
- (c) During the first fifty-two (52) weeks of any pregnancy or parenting leave.

9.09 Seniority shall be retained but not accumulated, when an employee is absent from work in excess of sixty (60) continuous calendar days under the following circumstances:

- (a) When on an approved leave of absence.
- (b) When absent due to layoff.

9.10 Seniority shall be lost and employment deemed to be terminated under the following circumstances:

- (a) Leaves of their own accord.
- (b) Is discharged and the discharge is not reversed under the grievance or arbitration procedure.
- (c) Is absent due to layoff for more than thirty-six (36) months.
- (d) Fails to signify their intention to return to work within five (5) working days after they have received from the Employer the notice of recall mailed by registered post and fails to report to work within ten (10) working days after they have received the notice of recall unless such failure is due to a satisfactory reason.

9.11 Delay of Transfer

When approval for a transfer has been granted and a definite date has been set, the Employer will pay reasonable expenses incurred as a result of a delay in transferring to a new assignment in a new location such as:

- (a) Accommodation in the previous location if the Employee is paying for accommodation in the new location.
- (b) Meals and other out-of-pocket expenses in accordance with policies that normally apply when an Employee is out-of-town on Employer business.
- (c) Transportation costs for one (1) return trip per week between the previous location and the new location.
- (d) Other reasonable expenses that arise on an individual basis where it can be demonstrated that the Employee is required to bear unusual expenses.

9.12 Advancement of Transfer

When approval for a transfer has been granted and a definite date has been set, the Employer will pay reasonable expenses incurred as a result of advancement of the date of transfer to a new assignment in a new location such as:

- (a) Accommodation in the new location if the Employee is paying for accommodation in the previous location.
- (b) Meals and other out-of-pocket expenses in accordance with policies that normally apply when an Employee is out-of-town on Employer business.
- (c) Transportation costs for one (1) return trip per week between the new location and the previous location.
- (d) Other reasonable expenses that arise on an individual basis where it can be demonstrated that the Employee is required to bear unusual expenses.

- 9.13 (a) Any employee who is temporarily transferred out of the bargaining unit shall retain but not accumulate their seniority held at the time of transfer. Upon return to their position in the bargaining unit, they shall be credited with the seniority held at the time of transfer and resume accumulation from the date of their return to the bargaining unit. It is understood that there is a time limit of 1 year to retain and re-claim seniority.
- (b) An employee who is temporarily transferred out of the bargaining unit for a period of up to one (1) year will retain the right to be reinstated

in her former position, unless their former position has been discontinued, in which case they shall be given a comparable job. The employer shall continue to deduct and remit Union Dues from such employee based on their salary at the time of the temporary transfer.

ARTICLE 10 – ORIENTATION PROGRAM

- 10.01 It is agreed that an orientation program will be developed and reviewed and assessed by the Joint Union-Management Committee from time to time.
- 10.02 An interview with the new employee will take place at or about the midpoint of the probationary period and there will be an evaluation at the completion of the probationary period. For both Servicing Staff and Support Staff there will be an opportunity to observe the various facets of the job where appropriate.
- 10.03 There shall be an ongoing in-service educational program provided by the Employer.

ARTICLE 11 – LEAVES OF ABSENCE

All requests for leaves of absence will be submitted to the employee's immediate Supervisor in writing as soon as possible.

11.01 Bereavement Leave

- (a) In the event of a death in the family of an employee, leave of absence with pay and without loss of seniority will be granted. The length of time allowed will be at the discretion of the Chief Executive Officer or designate. Should any leave of absence be granted in excess of five (5) working days, it will be without pay. Requests for such leave shall not be unreasonably denied.
- (b) For the purpose of Article 11.01 (a), "immediate family" shall include parents, spouse, brother, sister, child, mother-or father-in-law, brother-or sister-in-law, grandparents, grandchildren, son-or daughter-in-law and persons residing in the same household.
- (c) One (1) day paid leave will be granted in the event of the death of an employee's niece, nephew, aunt, uncle, spouse's grandparent and the parent of an employee's dependant child.

"Spouse" for the purposes of bereavement leave will be defined as in the *Family Law Act*.

Notwithstanding the above, individuals will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding

five (5) days in total, in order to accommodate religious and cultural diversity.

Subject to operational requirements, the Employer will provide time off with pay for employees to attend the funeral of a co-worker.

11.02 General Leave

The Employer may, at the discretion of the Chief Executive Officer or designate, grant a leave of absence, with or without pay, for good and sufficient cause and accumulation of seniority subject to Article 9.08 (a) and 9.09 (a). Request for such leave must be in writing to the immediate Supervisor and is subject to final approval of the Chief Executive Officer or designate.

11.03 Jury and Witness Leave

An employee subpoenaed as a witness or juror shall have their pay and seniority kept whole, provided they pay to the Employer, the amount they receive as witness or juror less expenses. The employee shall notify the Employer immediately upon receiving notice of jury duty and will keep the Employer informed, when possible, of probable date of return to work. Proof of attendance will be presented upon return to work.

11.04 Pregnancy and Parenting Leave

(a) Upon written request, the Employer shall grant a pregnancy and parenting leave of absence without pay for up to eighteen (18) months in the event of:

- i) The pregnancy of a female employee.
- ii) The adoption of a child by an employee or spouse; or
- iii) The birth of an employee's child.

Parental leave must begin no later than sixty-three (63) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time. For employees on pregnancy leave, parental leave will begin immediately after pregnancy leave expires. Parental leave shall be granted for up to sixty-one (61) weeks in duration if the employee also took pregnancy leave and sixty-three (63) weeks in duration if they did not.

(b) During an approved pregnancy and parenting leave of absence, seniority and service are retained and accumulated and the employer will make its contributions towards the benefits contained in the ONA Group Insurance Master Plans.

(c) There shall be no entitlement to paid holidays during the period of the approved pregnancy and parenting leave of absence.

- (d) Notwithstanding the foregoing, vacation and/or compensating time may be approved within the period of the approved parenting leave where there is no entitlement to SUB benefits as set out in paragraph (f) below.
- i) There will be no adjustment to the employee's anniversary date for the period of such vacation and/or compensating time.
 - ii) Seniority will accrue, and the employer will make its contributions towards benefits during that period it being understood that each will be treated as if the vacation and/or compensating time was taken as a continuous block commencing at the beginning of the 36th week of the parenting leave regardless of when the vacation and/or compensating time is taken or paid.
- (e) An employee returning from such leave will have the right to return to their former position.
- (f) On confirmation by E.I. of the appropriateness of the S.U.B. Plan, an employee who applies for and is in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act*, as it may be amended from time to time, and who submits to the Employer their initial and final E.I. statement, or any subsequent statement that reflects changes to the entitlement, shall thereafter also be entitled to paid leave as set out below:
- i) An employee commencing authorized pregnancy leave shall receive ninety-three percent (93%) of their wages for the first week of the pregnancy leave, and then the difference between Employment Insurance Benefits and ninety-three percent (93%) of their wages for the next sixteen (16) weeks.
 - ii) An employee commencing authorized parental leave shall receive the difference between Employment Insurance Benefits and ninety-three percent (93%) of their wages up to twenty (20) weeks.
 - iii) In the case of the adoption by the employee of a child or the birth of an employee's child, the employee will be entitled to receive, in addition to the above, ninety-three percent (93%) of their wages for the first week of the parental leave.
 - iv) Where an employee elects to receive parental leave benefits pursuant to Section 12 (3) (b) (ii) of the *Employment Insurance Act*, the amount of any Supplemental Unemployment Benefit payable by the employer will be no greater than what would have been payable had the employee elected to receive the parental leave benefit pursuant to Section 12 (3) (b) (i) of the *Employment Insurance Act*.

- (g) An employee who is unable to establish eligibility for Employment Insurance benefits pursuant to the *Employment Insurance Act*, as it may be amended from time to time, shall be entitled to receive ninety-three percent (93%) of their wages for the first two (2) weeks of the parental leave.
- (h) The employee does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.
- (i) Upon return to active employment, an employee may apply for and receive a pay out from their vacation bank.

11.05 Political Leave

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request to the Employer, leave of absence may be granted without pay so that the employee may be a candidate in Federal, Provincial or Municipal elections. Such requests will not be unreasonably denied. An employee who is elected to public office shall be allowed leave of absence for the term of office. Seniority shall accrue throughout the leave period and service will accrue for the first sixty (60) continuous calendar days of such leave. The Employer will seriously consider granting requests from employees for Political/Ontario Public Service leave.

11.06 Educational Leave

Upon request, leaves of absence may be granted for educational purposes with or without loss of pay or seniority up to one (1) year.

11.07 Professional Leave

Upon request, and subject to the exigencies of the operation and budget available, leave of absence with pay and without loss of seniority may be granted to employees to attend meetings and conferences of professional organizations to which they belong.

11.08 Family Leave – Support Staff

An employee shall be granted up to five (5) working days for family emergencies or family illness, four (4) of which shall be paid. For the purposes of family leave, family shall be defined as parents, children, spouse and siblings. Of the four paid family leave days, a maximum of seven (7) hours may be used for the purpose of accompanying a family member, as defined above, to a medical appointment. The employee is required to notify their Manager of the nature and length of leave required as soon as reasonably possible. It is understood and agreed that the granting of such leave is subject to the conditions set out above.

11.09

Union Leave

- (a) At the Union's request in writing to the Human Resources Business Manager or designate, a member or members will be granted leave of absence without pay and without loss of seniority for Union business. During such leave, the members' salary and applicable benefits shall be kept whole. The Union agrees to reimburse the employer on a monthly basis for the full amount of such salary.

Such leave must be requested at least one (1) week in advance of such leave and not more than eight (8) members of the Union and two (2) members from a Team will be granted such leave for the same period. Union leave will be limited to an aggregate of not more than fifty (50) working days each year and will be subject to the efficient operation of the Association.

- (b) Upon the written request of the Union, a member of the bargaining unit will be granted an unpaid leave of absence if elected or appointed to a full-time position in the SEIU Local 2.ON, Brewery, General & Professional Workers Union, NUPGE, OFL or the CLC. The Union shall give written notification to the Employer at least one (1) month in advance of the member's expected date of return. The terms of Article 2.04 will apply to temporary employees selected to fill any vacancies arising out of such leaves.
- (c) The Employer will grant three (3) days' paid leave per month to the President of Local 2. Such days shall be prescheduled in consultation with their Manager.

11.10

Union Educational Leave

At the Union's request, in writing, a member or members will be granted leave of absence with pay and without loss of seniority for Union education. Such leave must be requested at least two (2) weeks in advance of such leave and not more than five (5) members of the Union or two (2) members from any Team will be granted such leave for the same period. Union education leave will be limited to not more than thirty (30) working days each year and will be subject to the efficient operation of the Association.

11.11

Special Leave

After completing five (5) years of employment, each employee shall be eligible to request a one-time special leave for up to twelve (12) months in duration.

Such request shall be made in writing to the Chief Executive Officer or designate. Approval of such requests shall be subject to the efficient operation of the Association and any such requests shall not be unreasonably denied.

Such leave shall be without pay. The employee, however, shall continue to accumulate seniority and may arrange to continue their benefits in accordance with Article 16.06.

Such leaves will also be subject to the following conditions:

- (a) An employee must give the employer at least six (6) months' notice of their intent to take such leave.
- (b) No more than two (2) employees in the bargaining unit shall be absent on this leave at any one time and such employees cannot come from the same team.
- (c) In the event of conflict in dates requested, leave will be granted to the most senior employee and the junior employees will be required to resubmit requests for future leaves.

11.12 Pre-Paid Leave Plan

The employer agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the *Income Tax Regulations*, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the Chief Executive Officer at least six (6) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be determined at the discretion of the employer.
- (d) During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the plan.
- (e) The manner in which the deferred salary is held shall be at the discretion of the Employer.
- (f) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (g) All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave, seniority will accumulate.

Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. Full-time employees shall become responsible for the full payment of premiums for any health and welfare benefits in which they are participating. Contributions to the Healthcare of Ontario Pension Plan will be in accordance with the Plan. Full-time employees will not be eligible to participate in the short-term disability plan during the year of leave.

- (h) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the Chief Executive Officer. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (i) If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (j) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (k) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (l) Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - i) A statement that the employee is entering the pre-paid leave program in accordance with Article 16.06 of the Collective Agreement.
 - ii) The period of salary deferral and the period for which the leave is requested.
 - iii) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

Note: The parties may agree to a time frame that is different from that referenced in (a) above, in which case the provisions of this article will apply with the necessary changes.

11.13 Family Medical Leave

- (a) Family medical leave will be granted to an employee for up to twenty-eight (28) weeks within a fifty-two (52) week period in accordance with the *Employment Standards Act*.
- (b) An employee who is on family medical leave shall continue to accumulate seniority and service and the employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.

11.14 Family Caregiver Leave

- (a) Family caregiver leave will be granted to an employee for up to twenty-eight (28) weeks in a calendar year in accordance with the *Employment Standards Act*.
- (b) An employee who is on family caregiver leave shall continue to accumulate seniority and service and the employer will continue to pay its share of the premiums of the subsidized employee benefits, including pension, in which the employee is participating during the leave.

ARTICLE 12 – HOURS OF WORK

Servicing Staff (12.01 – .02)

12.01 The parties recognize that the job requirements in the industrial relations field do not lend themselves to standard daily hours of work. In recognition of this factor, the Employer agrees that employees may establish their own flexible time schedules to provide the services necessary. In doing this, staff are expected to recognize the need to protect personal time. Where an employee is going to flex three and one-half (3.5) hours or more during a workday, they must notify their Manager in advance and be available if operationally required.

TST Development Staff Only

Employees are required to establish a schedule that meets their accountabilities, in consultation with and subject to approval of their Manager. In order for an employee to modify their approved schedule, authorization is required by the Manager.

Compensating Time (Applies to all Servicing Staff)

The Employer will establish a compensating time bank for each employee. When an employee works more than 35 hours in a pay week, the employee will be credited with one (1) hour of compensating time for each hour worked over 35 hours in that week. For the purposes of compensating time credits, hours worked will also include any hours for which an employee receives pay but has not worked. Compensating time will not be earned on any overtime hours paid.

Time off to compensate for such excessive hours worked will not exceed five (5) consecutive working days at any one time, or an aggregate of sixteen (16) such days in a calendar year.

Employees shall be permitted to carry over twelve (12) compensating days from one (1) calendar year into the first seven (7) months of the following year. Any such compensating days that are not taken in the first seven (7) months of the following year shall be deemed to have been abandoned.

The employee shall obtain approval from their Team Manager or designate for all compensating time off in excess of one (1) working day to be charged to their compensating time bank. For a single day of compensating time off, the employee shall notify their Team Manager or designate in advance.

No more than five (5) consecutive working days off will be granted at any one (1) time and such approval shall not be unreasonably withheld. In requesting such time, the employee shall bear in mind that services to membership must be maintained. Where compensating time is taken in conjunction with approved vacation, such comp time will not constitute more than 50% of the total time off.

Overtime

Employees will not be required to work more than 48 hours in a week or 83 in a biweekly pay period. It is understood, however, that an employee may be required or may request to work more hours with the written direction or written approval of the Team Manager or designate at least 48 hours in advance of working such hours.

If there is no written approval for excess hours of work, the hours worked by the employee are considered to be voluntary and, accordingly, not compensated in any respect.

If an employee does receive written permission for excess hours, they will receive overtime pay at the rate of time and one-half (1½) in the pay period that covers the time period in which the excess hours were worked and reported.

The parties agree that an employee has the right to refuse to do work in excess of 48 hours in any week, 90 hours in any consecutive weeks or 130 hours in any consecutive three (3) week period.

The parties agree that the Employer, the Teams and the individual team members have a responsibility to ensure that the individual's personal time is adequately protected and that no employee will work more than 100 hours of overtime as defined by the *Employment Standards Act* in any year and that each employee will have an adequate opportunity to make use of compensating days off that they have earned by working in excess of thirty-five (35) hours in any week within the period of time allotted to use them. It is agreed that an employee who feels that this clause or any of the clauses herein is being violated in their case shall have the right to grieve.

It is also agreed that the Employer has the right to impose limits on any overtime worked.

It is understood and agreed that this agreement meets any and all obligations of the employer in respect of hours of work and overtime arising out of the *Employment Standards Act*. For the purposes of this clause, hours worked will not include any hours for which an employee receives pay but has not worked. There shall be no pyramiding of hours for the purposes of calculating compensating time and overtime payments.

- 12.02 If required to attend scheduled Association meetings called by the President or her designate pursuant to the ONA Constitution, or required and authorized to represent the Association at central negotiations or at hearings (including rights arbitrations, labour board hearings, mediation-arbitration hearings held pursuant to the *Hospital Labour Disputes Arbitration Act* or first agreement legislation) on a Saturday or Sunday, the employee shall be paid a premium of one and one-half (1½) times their regular straight time rate for all hours worked.

Support Staff (12.03 – .07)

- 12.03 The normal hours of work for the purpose of calculating overtime premiums shall be seven (7) hours per day or thirty-five (35) hours per week. There will be a one (1) hour unpaid lunch and a paid coffee break of fifteen (15) minutes in the morning and afternoon as scheduled. Lunch will normally be taken between 12 noon and 2:00 p.m., bearing in mind that services must be maintained during this period.

Managers shall give due consideration to ad hoc requests by employees to alter their normal workday. There will be no additional cost to the employer for granting such requests.

- 12.04 Employees will be compensated for authorized overtime in excess of seven (7) hours worked in a day or thirty-five (35) hours per week at one and one-half (1½) times straight time rate, either by payment or compensating time off, at the employee's option subject to the limit set out below. However, there shall be no pyramiding of overtime.

It is understood, however, that an employee may not accumulate credit for compensating time off under either 12.04 or 12.05 in excess of a total of forty-nine (49) hours at any given time provided the balance is no more than

thirty-five (35) hours at December 31st of any year. Balances above thirty-five (35) hours at December 31 in any year will be paid out at the rates in effect on December 31 of that year.

A pay out of excess lieu time credits earned will be made to eligible employees within two (2) months of the date of ratification of this agreement based on current rates of pay.

12.05 Employees will be compensated for authorized work on a Saturday or Sunday at one and one-half (1½) times the straight time rate, either by payment or compensating time off at the employee's option, subject to the limit set out in 12.04.

12.06 An employee who is assigned to work after the normal closing time shall receive one dollar and ten cents (\$1.10) per hour as shift premium.

Shift premium shall not be used in calculating overtime or other premium pay for any purpose in this Agreement.

12.07 The Employer will consider requests for Job Sharing on an individual basis. The terms of such arrangement shall be determined by the Employer and the Union.

ARTICLE 13 – SICK LEAVE

13.01 (a) Reasonable time taken for dental appointments and other preventive measures which are not actual illnesses, will not be charged against the Short-Term Disability Plan, nor will the employee lose pay. This provision does not apply to continuous medical or dental treatment which may be charged against the Short-Term Disability Plan.

The Employee shall notify the Employer of the date and time of the appointment at least one (1) week prior to it taking place, except in an emergency or in extenuating circumstances whereas much notice as possible will be given.

(b) The Employer reserves the right to require that an employee provides proof of illness. When an employee is cleared to return to work following an illness or injury, the Employer has the right to require a doctor's certificate confirming that the employee is able to return to work and outlining restrictions, if any. Charges for such a certificate to be paid for by the Employer.

13.02 There shall be no deduction from the Short-Term Disability Plan when an employee has completed more than one-half (½) the day.

13.03 Short-Term Disability Plan

The Employer shall provide a Short-Term Disability Plan as follows:

Eligibility: From date of employment

Commencement of Disability Benefits: From 1st day of disability

Maximum Duration of Benefit Payment: 26 weeks

Type of Sick Leave Credits: Non-cumulative

Basis of Entitlement:

Per illness or accident.

Successive periods of absence due to the same or related causes separated by less than four (4) weeks of active employment will be considered as one (1) period of disability.

Benefit Level:

<u>Length of Service</u>	<u>Weeks @ 100% Salary</u>	<u>Weeks @ 66⅔% Salary</u>
Less than 1 yr.	2	24
1 to 3 years	4	22
3 to 5 years	8	18
5 to 10 years	12	14
10 to 15 years	16	10
15 or more years	26	0

Medical Report Requirements: Discretionary

Funding: Self-insured through payroll

As well, benefits would be offset by C.P.P. disability benefits.

13.04 Long-Term Disability Plan

Each full-time employee shall be required to join the Plan, as a condition of employment, on their date of hire. The Plan will provide the following:

- (a) All full-time employees will be eligible for coverage without evidence of insurability. During the first twelve (12) months of coverage, any disability resulting from a pre-existing condition for which medical expenses were incurred during the ninety (90) calendar days prior to the effective date of coverage will not be covered.
- (b) A claimant who satisfies the following definition qualifies for a total disability benefit:

During the first 30 months from the date benefits started (after the end of the elimination period) a claimant is unable solely because of an accident or sickness, to perform the essential duties of their own occupation and is not gainfully employed except as permitted for partial disability or rehabilitation.

During any subsequent period for which benefits are payable, a claimant is unable solely because of an accident or sickness, to engage in any occupation for which they are qualified or may become qualified by reason of training, education or experience, and is not gainfully employed, except as permitted for partial disability or rehabilitation.

"Own occupation" means the usual and customary occupation which a claimant performed on a regular and continuing basis before becoming disabled. One's own occupation is determined at the beginning of a period of disability and takes into account professionally recognized specialties.

The own occupation period as spelled out is limited to 12 months for any disability that begins when LTD insurance is continued because of a severance of employment.

- (c) Coverage will be for seventy percent (70%) of gross salary in effect at the date the disability commences with a maximum benefit of twelve thousand dollars (\$12,000) per month. In addition, the LTD plan will provide for contributions to the ONA Pension Plan on behalf of the disabled employee. The amount will be equal to their required pension contributions based on their disability income.
- (d) These benefits will be affected by other benefits only to the extent that total benefits payable exceeds eighty-five percent (85%) of gross income from all government registered plans.

Elimination period is twenty-six (26) weeks.

- (e) The Employer will pay eighty percent (80%) of the premium.
- (f) If an employee is still eligible for LTD coverage and again becomes disabled after returning to work, the later disability will be considered a continuation of the prior disability unless the employee has been actively at work full-time for at least one (1) month. If the later disability is due to an unrelated cause and the employee has returned to active full-time work, the disability will be considered a new disability.

Note: "actively at work" excludes any period of paid or unpaid leave and vacation.

- (g) In order to establish eligibility for LTD, an employee must have worked one (1) day during their probationary period.

If a disability commences during an approved leave of absence, the elimination period will commence on the date the employee is scheduled to return to work provided the employee is in Canada on that date.

- 13.05 Any dispute which may arise concerning an employee's entitlement to Short-Term Disability or Long-Term Disability benefits may be subject to grievance and arbitration under the provisions of this Collective Agreement.

ARTICLE 14 – PAID HOLIDAYS

- 14.01 The following paid holidays will be recognized:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	One-half (½) day on Christmas Eve
Canada Day	One-half (½) day on New Year's Eve
Civic Holiday	One (1) Floating Holiday (to be agreed upon between the Union and the Employer)

When Christmas Eve and/or New Year's Eve occurs on a Saturday or Sunday, then the office shall close at noon on the preceding working day.

The office will be closed on any other holiday proclaimed by the Federal, Provincial or Municipal governments.

The Union will agree to use the Float holiday and the Employer will agree to provide a day off with pay when needed to close the O.N.A. offices for business between Christmas and New Year's in each year.

- 14.02 Servicing Staff

When an employee is required to work on a paid holiday, they shall receive premium pay at the rate of time and one-half (1½) of their regular straight time rate and shall receive a lieu day off with pay.

Such lieu day shall be in addition to the compensating days referred to in Article 12.01.

- 14.03 Support Staff (14.03 – .04)

When an employee works on a holiday, they shall receive premium pay at the rate of time and one-half (1½) of the regular straight time rate for the first seven (7) hours worked on such holiday and they shall receive another day off with pay, or at the option of the employee, they shall receive premium pay at the rate of two and one-half (2½) times for the first seven (7) hours worked on such holiday.

- 14.04 An employee shall be paid two and one-half (2½) times their salary for all work in excess of the first seven (7) hours on such a day.
- 14.05 There shall be no entitlement to named paid holidays under this agreement:
- (a) where an employee is on an approved leave of absence except when they are receiving less than 100% of their gross salary under the Short-Term Disability Plan in which case their regular salary shall be kept whole; or
 - (b) where an employee is receiving paid parenting leave benefits in which case they receive 93% of their daily wage for the paid holiday; or
 - (c) where an employee is otherwise being compensated for the holidays; namely, LTD, WSIB, etc.
- 14.06 An employee who observes religious holidays other than the ones set out in Article 14.01 will notify their immediate Supervisor by January 15th of each year of any time off requirements to observe such holidays. Leaves shall be granted without pay for this purpose. The employee, in consultation with their immediate Supervisor, will be provided with the opportunity to work additional hours at their regular straight time hourly rate so that they do not lose pay or benefits for observing the holidays. The additional hours worked shall not be relied upon in order to claim any premium payment.

ARTICLE 15 – VACATIONS

- 15.01
- (a) Employees shall be credited with their yearly vacation entitlement annually on January 1 of each year.
 - (b) Employees will be credited with increased vacation entitlement in the year in which their anniversary falls on a prorated basis. Such entitlement shall be credited on January 1 of the anniversary year.
 - (c) The Employer shall be entitled to recover any portion of vacation taken but not earned where the employee leaves the employ of the Employer prior to the end of the vacation year.
 - (d) Annual Vacation Entitlement:
 - i) Employees with less than ten (10) years of service shall be entitled to vacation credits at the rate of 1.67 days per month.
 - ii) Employees with ten (10) or more years of service shall be entitled to vacation credits at the rate of 2.08 days per month.
 - iii) Employees with seventeen (17) years of service shall be entitled to vacation credits at the rate of 2.50 days per month.

- iv) Employees with twenty-one (21) or more years of service shall be entitled to vacation credits at the rate of 2.92 days per month.

15.02 The approval of all vacations shall be contingent upon the efficient operation of the office. Requests will not be unreasonably withheld. Wherever possible the Employer will endeavour to approve extended vacation periods.

Employees may state their preference for vacations by April 1 of each year for the period from May 1 to April 30 of the following year. Seniority will govern where conflict arises. The schedule of approved vacation shall be posted by April 15 of each year. It is understood and agreed that approved vacation may not subsequently be converted to compensating time off for any reason, after it has been taken.

Requests for vacation after April 1 will be granted, provided reasonable notice is given, and the request for the vacation does not interfere with the efficient operation of the office. These requests will be on a first come first serve basis, provided they do not conflict with vacation approved by April 15. A reply will be given within ten (10) working days from the date on which the request was received.

Employees will be permitted to take a maximum of ten (10) instances (must be in hourly increments or a half day) of vacation time off up to a maximum of thirty-five (35) hours of their entitled vacation in each year.

15.03 On termination of employment or retirement, an employee will be entitled to:

- (a) Vacation pay for vacation earned but not taken.
- (b) Earned compensating time for up to eight (8) days of unused compensating time if the termination or retirement occurs prior to July 1. In addition, any unused compensating time, carried forward from the previous year, in accordance with Article 12.01.
- (c) Earned compensating time up to sixteen (16) days if the termination or retirement occurs after July 1.
- (d) Effective January 1, 2022, employees retiring will be required to schedule and take outstanding vacation prior to their last day at work, otherwise (a) above will apply.

If vacation time has been taken but not yet earned, a deduction will be made from the final salary payment.

15.04 If a paid holiday occurs during an employee's vacation, an extra day off with pay will be granted at a mutually agreeable time.

15.05 On written request, an employee absent on vacation who has an accident or a major illness which is substantiated by a medical certificate will have their vacation rescheduled at a mutually agreeable time.

15.06 Employees are expected to utilize their annual vacation entitlement in each vacation year. Employees will be entitled to accrue a vacation bank not to exceed a maximum of fifteen (15) vacation days at any given time.

The Union acknowledges the desire of the Employer to manage its vacation liability. Accordingly, employees who have failed to schedule their annual vacation entitlement by December 1st of the vacation year will have the remaining vacation entitlement scheduled by the Employer.

For clarity, the Employer shall be entitled to schedule unused vacation entitlement to be utilized by April 30th, of the previous year in a manner that will not result in an employee's vacation bank exceeding the maximum fifteen (15) days.

If, for any reason, the Employer considers that it is impractical to schedule vacation time pursuant to this provision, it may elect to pay out vacation credits to ensure compliance with the vacation accumulation limits.

15.07 There shall be no accrual of vacation entitlement credits where an employee's absence exceeds sixty (60) continuous calendar days except for those absences which are paid; namely, parenting leave, short-term disability, vacation and Workplace Safety and Insurance Board.

Vacation earned during absences of more than 60 consecutive days (excluding WSIB) shall be taken prior to the employees return to work or be paid out at the discretion of their Manager. Notwithstanding the above, no Employee shall be required to reduce their vacation bank to less than fifteen (15) days.

ARTICLE 16 – BENEFIT PLANS

16.01 Pension Plan

All present employees enrolled in the Healthcare of Ontario Pension Plan (HOOPP) shall maintain their enrolment in the Plan, subject to its terms and conditions. New employees shall, as a condition of employment, enrol in HOOPP, when eligible, in accordance with its terms and conditions.

It is understood that in order to qualify for retirement benefits as outlined below, an employee must have a minimum of 10 years of completed service with ONA and must retire from active employment.

(a) Retirement Benefits – Ages 55-65

Employees retiring between the ages of 55 and 65 shall be entitled to the following benefits, the premiums of which shall be paid by the Employer:

- i) Group Life Insurance in the amount of one (1) times the annual salary as at the date of retirement.
- ii) Extended Health Care to a maximum of fifty thousand dollars (\$50,000) per calendar year.
- iii) Dental Plan.

(b) Retirement Benefits – Age 65 and Over

Retirees Extended Health Care, Life Insurance and Dental Care Plans as described in the Ontario Nurses' Association Group Insurance Master Plan. (Appendix II)

The Employer will contribute an amount equal to 50% of the billed premiums. The retiree portion of the billed premiums for retiree benefits, as determined by the employer, will be prepaid by the retirees by pre-authorized debit (PAD), failing which such benefit coverage for those individuals will be discontinued immediately. Retirees are responsible to ensure that ONA has their accurate banking information and personal contact information.

Provided employees give sufficient notice, Employees will be notified at least one (1) month in advance of their retirement date of their eligibility for these benefits and that they must apply for them and make the necessary arrangements to pre-pay the retiree(s) share of premium costs.

16.02 The Employer agrees to pay one hundred percent (100%) of the billed premium for the following:

- (a) ONA Extended Health Coverage for eligible employees including semi-private/private accommodation, vision care every two (2) years, inclusive of laser surgery of \$600, eye examinations once every two years (or yearly if medically required) up to \$110 and hearing aids to the amount of \$600 every two (2) years.
- (b) Accidental Death and Dismemberment Plan for each eligible employee.

16.03 Group Life Insurance

- (a) The Employer will pay one hundred percent (100%) of the premium of Group Life Insurance in the amount of two (2) times the employee's annual gross salary up to a maximum of three hundred

and twenty-five thousand dollars (\$325,000) for each eligible employee. The life insurance benefit payable will be based on the employee's annual gross salary at the time of their death.

- (b) Voluntary Group Life Insurance in units of ten thousand dollars (\$10,000) to a maximum of three hundred thousand dollars (\$300,000) shall be made available to each eligible employee and/or spouse subject to the requirements of the Carrier and at no cost to the Employer.

16.04 Dental Plan

The Employer will pay eighty percent (80%) of the premium of a Dental Plan for all eligible employees (subject to the carrier's enrolment requirements); the details of which are set out in ONA Group Insurance Master Plan, (Appendix II). Reimbursement shall be in accordance with the ODA rates applicable for the current calendar year. This plan is mandatory for all eligible employees.

Coverage shall include bridges, crowns and inlays based on seventy-five percent (75%) co-insurance.

Coverage shall also include orthodontics for dependent children based on fifty percent (50%) co-insurance to a life-time maximum of \$2500 per dependent child.

- 16.05 The Employer will provide a Health Care Spending Account (HCSA) for permanent full-time employees in the amount of \$500 per annum prorated by active employment as set out in Article 16.06, to cover health care costs that are either not covered by or exceed the maximum benefit payable under the Extended Health Care or Dental Plans, provided such claims are allowable under the *Income Tax Act*. Staff who are hired during the calendar year of the Plan, and who are eligible to participate in the HCSA, will receive a prorated amount based on service. At the age of 71, ONA will directly provide this benefit.

- 16.06 Employer contributions or payments toward any monetary benefits including Health Care Spending Account shall only be made when an employee is on active employment and active employment shall include absence under Article 9.08, except for pregnancy or parenting leave whereby thirty-five (35) continuous weeks of such leave will be covered by the Employer. In all other cases, the employee shall have the right to arrange with the Employer to prepay the full premium of the subsidized employee benefits for the entire period of the absence to ensure coverage, unless the employer is unable, despite its very best efforts to arrange such benefit continuation with the current carrier(s).

- 16.07 The employer will continue benefits for employees aged sixty-five (65) and older in the manner provided in the current master plan (Appendix II) at the same level and cost sharing basis as other active employees under sixty-five (65) years of age.

- 16.08 When the employer is made aware, the employer will provide the union with full details of any changes made by an existing or new carrier to the current plan.
- 16.09 The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are not decreased.
- 16.10 The employer will provide an allowance of \$225 per year for health and wellness.
- Effective within four (4) weeks of ratification and then on the second pay deposit of January 2022, and on an annual basis thereafter, the health and wellness allowance will be paid out with regular pay. Any new employees within the year will have their allowance prorated.
- 16.11 The Employer shall pay for anti-reflective glare coating on prescription glasses upon presentation of a receipt up to \$75.00 per year. This provision is in addition to the benefits provided under Article 16.02 of the Collective Agreement but is not intended to duplicate coverage.

ARTICLE 17 – MISCELLANEOUS

17.01 Bulletin Boards

The Employer will provide a bulletin board in each office for the use of the Union except in the Toronto office where a general bulletin board shall be provided on each and every floor occupied by ONA for communication purposes.

17.02 Meetings on Employer Premises

If facilities are available, the Employer shall grant permission to the Union to hold meetings on the Employer's premises outside regular office hours.

17.03 Lunch Facilities

Where lunch facilities are provided for the convenience of staff, staff shall be responsible for keeping them tidy. Tea and coffee will be provided by the Employer for lunch and morning and afternoon break periods.

17.04 Copies of Contract

A photocopy of this contract will be provided by the Employer to all employees now employed and as employed.

17.05 Employee Files

Upon request, an employee may review their employee file in the presence of the Human Resources Business Manager or designate, and may, at their request, be accompanied by a Union Steward. Any adverse report shall be

removed from an employee's file after a period of fifteen (15) months, unless otherwise agreed by the parties.

Leaves of absence in excess of sixty (60) days will not count towards the period referenced above.

No document shall be used against an employee where it has not been brought to their attention in a timely manner.

17.06 Pay

Pay will be deposited biweekly and will be accompanied by an electronic statement of gross salaries and itemized deductions. It is understood that in the event pay day is a paid holiday, pay will be deposited on the workday immediately preceding the holiday. Employees will be allowed access to Employer printers for the purposes of printing the statement of earnings.

17.07 Reporting Absence

If an employee is unable to report to work for any reason, they shall so advise their immediate Supervisor as soon as possible after the commencement of the normal business hours, their illness permitting, and at the same time, shall discuss with the Supervisor the status and nature of their workload in order that the operation of the applicable area may be carried on efficiently during the employee's absence. The employee shall note any absence from work and the reason therefore on the attendance record immediately following their return to work. An employee absent from work hereunder shall, in advance of returning to work, advise their immediate Supervisor of their return and make arrangements with the Supervisor for such return.

17.08 Expenses

Employees shall be reimbursed for reasonable out-of-pocket expenses incurred in the performance of assignments and shall provide detailed receipts (where possible) that outline the expenditures claimed. Employees must submit all expense accounts within thirty (30) calendar days of the month's end in which the expense was incurred, except expenses charged on the employer paid credit cards which must be submitted within thirty (30) calendar days of receipt of the credit card statement.

The total amount for meals including taxes and gratuities will be reimbursed up to as follows:

- Breakfast – \$20.00 maximum
- Lunch – \$25.00 maximum
- Dinner – \$45.00 maximum

When meals are made available to employees by ONA, ONA will not reimburse for meals.

Employer paid credit cards shall not be used to charge personal expenses.

The Employer has the right to cancel corporate credit cards issued to employees who do not comply with organizational standards pertaining to expense claims.

17.09 Transportation Allowance

Whenever an employee is required and/or authorized to use their automobile on the business of the Employer, the Employer shall pay to such employee the rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c. 945 per kilometre actually traveled in the course of transacting the business of the Employer up to 5,000 kilometres annually. The mileage allowance paid for kilometres in excess of 5,000 per year shall be set annually as the reasonable rate established by the Canada Revenue Agency (CRA) under section 7306 of the Income Tax Regulations, C.R.C., c. 945 to ensure that the expense reimbursed is non-taxable income to the employee.

It is understood and agreed that an employee assigned a home office will receive mileage allowance based on authorized business travel from their home office, except where the employee travels to their base office, in which case no mileage is payable.

17.10 Business Insurance (Servicing Staff)

The Employer agrees to pay the difference between the personal and business insurance premium of employees upon presentation of evidence that the employee is so covered up to a maximum of \$700. Any employee who is on a leave of four (4) months or more during the year the expense is incurred, will have this expense prorated based on the months they were actively at work. An employee who submits the expense after a resignation will have this expense prorated based on the months the employee was actively at work in the year the expense incurred.

17.11 Car Rental (Servicing Staff)

Subject to approval by the Manager, the Employer will pay for the rental of a car and all other reasonable related expenses, for example, gas receipts, insurance (provided by ONA credit card), drop-off charges for business purposes when:

- (a) The car is the most expedient means of ground transportation to arrive at or depart from a given destination when air flights are involved; or
- (b) The cost of renting a car is less than or equal to the payment of mileage allowance, had the employee's own car been used; or
- (c) The employee's own car is under repair and the cost of renting a car is less than or equal to the payment of mileage allowance; or

- (d) Employees are to use the ONA VISA card when renting a vehicle in order to have available the Rental Collision/Loss Damage Insurance that is provided to cardholders.

Note: Staff will decline any insurance offered by the rental company because those who have the Avion Card have Rental Collision/Loss Damage Insurance on their card. Staff who have the Commercial Card are covered by ONA's umbrella insurance policy.

17.12 Cellular Phones

For any employee requesting reimbursement for a cell phone allowance as outlined below, they must provide their cell phone number to their Manager and Human Resources proof of purchase and activation of a cellular phone.

Labour Relations Officers shall be entitled to an allowance in the amount of \$675 which is understood to be a taxable benefit. It is understood that the employer will not be responsible for any operating or maintenance costs in excess of the allowance paid. Those Labour Relations Assistants, for whom there is mutual agreement that they are required to travel in the course of their regional office duties, will receive an allowance of \$275 which is understood to be a taxable benefit.

Effective within four (4) weeks of ratification and then on the second pay deposit of January 2022, and on an annual basis thereafter, the cell phone allowance will be paid out with regular pay. Any new or terminating employees within the year will have their allowance prorated.

17.13 Taxi Fare (Support Staff)

Employees who are authorized to work overtime beyond 2100 hours shall be compensated for taxi fare to their place of residence.

17.14 Meal Allowance (Support Staff)

Employees who are required to work overtime which exceeds two (2) hours will receive a meal allowance of up twenty dollars (\$20) upon presentation of a receipt.

- 17.15 Employees shall keep the Employer informed of current home addresses, home and cell telephone numbers and personal email addresses through the HRIS system. The Employer will use this information for emergency purposes or in order to facilitate work from remote or alternate work arrangements. In addition, employees shall inform the employer within thirty-one (31) calendar days of any changes in status that would affect their benefit coverage or that of their dependants.

- 17.16 Prior to instituting or effecting any changes in the Employer's policies or rules which would affect employees covered by this Agreement, the Employer shall give advance notice of such changes to the members of JUMC.

17.17 The Employer will pay for the cost of authorized parking at all of its offices.

Note: reimbursement for parking claims not related to business travel are subject to taxation as per Canada Revenue Agency.

17.18 Professional Fees

The Employer will pay to Employees upon proof of payment the College of Nurses Annual fee for Registered Nurses and Registered Practical Nurses.

Where the Employer requires an employee to hold an LLB/JD as a requirement of their job the employer will pay to employees (upon proof of payment) the Law Society of Upper Canada annual fee.

Staff shall utilize their corporate credit cards to make the above payments and submit them directly with their monthly expenses.

Any new employees within the year will have their allowance prorated. For contract employees, any such amounts will be prorated over the term of their contract.

17.19 Should an employee have a concern regarding their workload, the employee should speak to their immediate Supervisor to resolve the issue. The employee may request the attendance of a bargaining unit representative when meeting with their immediate Supervisor. If the workload issue is unresolved or ongoing, the employee could put their concerns and a suggested solution in writing and forward it to JUMC for consideration.

ARTICLE 18 – PART-TIME

18.01 All provisions of the collective agreement apply to part-time employees except as modified by this article.

18.02 A part-time employee is an employee who works less than the normal hours of work as outlined in Article 12 or who works thirty-five (35) hours per week on an interim basis.

18.03 A part-time employee who is a Servicing Staff member shall not be scheduled to work more than 35 hours on average in a two (2) week period. If the part-time employee works more than 35 hours in a two (2) week period, such time up to 70 hours must be scheduled and approved in advance by their immediate Supervisor. Any time worked in excess of 35 hours per two (2) weeks will be flexed in order to average no more than 35 hours per two (2) week period per calendar year. The hours of work will be scheduled two (2) weeks in advance.

18.04 A part-time employee who is a Support Staff member shall not be scheduled to work more than 35 hours per week. Any authorized hours in excess of

seven (7) per day and/or 35 hours per week will be paid at time and one half (1½).

18.05 Salary

A part-time employee will be paid an hourly rate calculated by dividing the annual salary rate of the classification for which the part-time employee was hired by 1820 hours. In addition, a part-time employee will be paid 14% in lieu of benefits.

18.06 Vacation

- (a) A part-time employee will receive bi-weekly payment of vacation pay, based on gross earnings in the pay period.
- (b) During the calendar year a part-time employee is entitled to unpaid vacation days off, calculated on the basis of hours worked and pro-rated to reflect the average number of days worked per week.
- (c) The vacation pay is a percentage of gross earnings based on the number of hours that a part-time employee has worked since the date of hire as set out below:

Hours Worked

Up to 14,000	– 8% of gross earnings
14,001 – 23, 800	– 10% of gross earnings
23,801 – 30, 800	– 12% of gross earnings
30,801 or more	– 14% of gross earnings

18.07 Paid Holidays

As outlined in Article 14, provided the employee meets the requirements as set out in the *Employment Standards Act*.

- (a) Has been employed for more than three (3) months.
- (b) Has earned wages on at least eight (8) days during the four (4) weeks immediately preceding the holiday.
- (c) Has worked their scheduled regular day of work preceding or following the holiday.

18.08 Increment

A part-time employee will advance along the salary grid after each fourteen hundred (1400) hours of work.

18.09 Bereavement Leave

A part-time employee will be entitled to bereavement leave as outlined in Article 11.01, if the part-time employee has been scheduled to work.

18.10 Jury & Witness Duty

A part-time employee will be entitled to leave in accordance with Article 11.03, upon receipt of summons to Jury and Witness Duty, if the part-time employee was scheduled to work.

18.11 Transfer

In the event that an employee transfers from full-time status to part-time status or vice versa, the following shall apply:

- (a) There shall be full transfer of seniority, vacation credits and other benefits.
- (b) Service for purposes of vacation entitlement shall include service in both the full-time and part-time category.
- (c) There shall be full transfer for purposes of increment advancement on the following basis:

Fourteen hundred (1400) hours of work of part-time employment equals the equivalent of one (1) year of full-time employment.

Any outstanding balance since the employee was last advanced on the grid will be converted in accordance with the above formula.

Service for purpose of Short-Term and Long-Term Disability Plans' eligibility shall include service in both the full-time and part-time category on the following basis:

Fourteen hundred (1400) hours of work of part-time employment equals the equivalent of one (1) year of full-time employment.

18.12 Benefits

A part-time employee is paid 14% in lieu of benefits outlined in Articles 13, 16.01, 16.02, 16.03, 16.04 and 18.13.

Subject to the requirements of the carrier and provided the employee works 35 hours on average in a two (2) week period, a part-time employee may participate in the following Group Benefit Plans offered by the Employer provided the employee pays the full premium; Life Insurance, Major Medical including vision care and hearing aids, and the Dental Plan.

18.13 Pension Plan

Part-time employees may enrol in the Healthcare of Ontario Pension Plan (HOOPP), when eligible, in accordance with its terms and conditions.

When a part-time employee opts to participate in HOOPP, the percentage in lieu of fringe benefits as outlined in Article 18.05 will be reduced by four (4) percent.

18.14 Pregnancy and Parenting Leave

In accordance with Article 11.04 the weekly salary, for purposes of Employment Insurance entitlement and S.U.B. Plan, will be calculated based on the hours of work for the same time period used for calculation of the Employment Insurance benefit.

ARTICLE 19 – COMPENSATION

19.01 The salary rates in effect during the term of this Agreement shall be those set forth in Appendix I attached to and forming part of this Agreement.

If the changes to Appendix I – Salary Rates are found to be in violation of the maintenance provisions of the *Pay Equity Act*, these changes will become null and void. In that event, the parties agree that Appendix I – Salary Rates will be adjusted retroactively to meet the requirements for maintenance of Pay Equity and such adjustments shall not result in any additional cost to the Employer.

19.02 Responsibility Pay

When an employee in the bargaining unit is temporarily assigned to perform the duties of a higher rated classification for three hours of the working day, they will be paid an additional amount of \$2.45 for each hour worked performing the duties of the higher rated position. Where an employee has worked at least one (1) year in a temporary assignment and they are promoted from their temporary position to a higher rated classification, they will be placed on the salary range of the higher rated classification so that they shall receive no less an increase in salary than the equivalent of one (1) step in the salary range of the temporary classification to which they had been assigned (provided that it does not exceed the salary range of the classification to which they have been promoted).

19.03 Anniversary Date

Each employee will be advanced from their present level on the salary grid to the next level twelve (12) months after they were last advanced. If an employee is absent without pay in excess of sixty (60) continuous calendar days, their anniversary date will be extended by the length of such absence in excess of sixty (60) continuous calendar days. Absence on Workplace

Safety and Insurance Board shall not be considered as absence without pay for the purpose of this clause.

19.04 Promotion

An employee who is promoted to a higher rated classification within the bargaining unit, will be placed on the grid of the higher rated classification so that they shall receive no less an increase in salary than the equivalent of one (1) step in the salary range of their previous classification (provided that it does not exceed the salary range of the classification to which they have been promoted) and they shall retain their anniversary date for purposes of wage progression.

ARTICLE 20 – CONTINUING EDUCATION

20.01 Continuing Education

Where an employee requests and is granted funding for educational opportunities not required by the employer, such approval shall be subject to any conditions set out by the employer in the letter of approval. Should the employee fail to comply with those conditions, the employee shall be subject to any repayment conditions set out in the letter of approval.

ARTICLE 21 – DURATION OF AGREEMENT

21.01 This Agreement shall remain in full force and effect from January 1, 2021 until December 31, 2022. Should either party wish to modify or amend the Agreement, it shall notify the other party of its desire not earlier than ninety (90) calendar days prior to the expiry date of the Agreement.

All provisions of this Agreement, except the general wage increase, are effective on the date of ratification.

DATED THIS 3RD DAY OF JUNE 2021.

FOR THE EMPLOYER:

Lawrence

John King

Graddell.

Yvonne Carey, Sr

Michael

Kay

Christa Walker

Victoria Romanuk

FOR THE UNION:

Robert

M. R.

Anna Capliano

Ann Lore

H. Little

J.

APPENDIX I – SALARY GRID 2021 – 2022

<u>Bargaining Unit – Support Staff</u>						
	Start	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
<u>Grade 4</u>						
2021	77,515.65	80,517.37	83,519.09	86,520.85	89,522.56	92,524.23
2022	78,445.83	81,483.58	84,521.32	87,559.10	90,596.83	93,634.52
<u>Grade 3</u>						
2021	67,720.77	70,722.50	73,724.19	76,725.94	79,727.66	82,729.43
2022	68,533.42	71,571.17	74,608.88	77,646.65	80,684.39	83,722.18
<u>Grade 2</u>						
2021	60,043.55	63,045.33	66,047.00	69,048.72	72,050.44	75,052.23
2022	60,764.08	63,801.87	66,839.56	69,877.30	72,915.05	75,952.85
<u>Grade 1</u>						
2021	54,671.39	56,672.59	58,673.75	60,675.48	62,676.02	64,677.16
2022	55,327.45	57,352.66	59,377.83	61,403.58	63,428.13	65,453.28

<u>Bargaining Unit – Servicing Staff</u>						
	Start	1 yr.	2 yr.	3 yr.	4 yr.	5 yr.
<u>Coordinator</u>						
2021	110,177.04	114,983.37	119,792.17	124,598.44	129,404.73	134,213.54
2022	111,499.17	116,363.17	121,229.68	126,093.62	130,957.58	135,824.11
<u>Officer</u>						
2021	99,323.58	103,268.70	107,213.86	111,159.02	115,104.17	119,049.33
2022	100,515.46	104,507.92	108,500.43	112,492.93	116,485.42	120,477.92
<u>TST Grade 3</u>						
2021	99,557.27	103,701.47	107,847.79	111,992.06	116,136.21	120,282.94
2022	100,751.96	104,945.88	109,141.96	113,335.96	117,529.85	121,726.33
<u>TST Grade 2</u>						
2021	90,616.51	94,501.42	98,386.40	102,271.34	106,156.30	110,041.25
2022	91,703.91	95,635.44	99,567.04	103,498.60	107,430.17	111,361.75
<u>TST Grade 1</u>						
2021	74,770.52	77,729.38	80,688.23	83,647.09	86,605.96	89,564.78
2022	75,667.77	78,662.13	81,656.49	84,650.85	87,645.23	90,639.56

APPENDIX II – ONA GROUP INSURANCE MASTER PLAN

LETTER OF UNDERSTANDING #1 – BILINGUALISM

The parties agree that there are currently positions in the bargaining unit where bilingualism is a mandatory requirement.

The parties further agree that there may be additional positions where bilingualism would be a requirement of the job. If the creation of such a position is contemplated, the parties will meet, and, if they agree that the job reasonably requires bilingual capabilities, then the position would reflect that requirement. The union agrees that it will not unreasonably withhold its agreement to any bilingual requirement.

In the event there are internal applicants, that parties agree to dialogue at a JUMC meeting on the educational opportunities available for such applicants who may need to upgrade their bilingual (French) skills required for the aforementioned bilingual position.

LETTER OF UNDERSTANDING #2 – SEVERANCE OPTIONS

In the event of any future downsizing of staff that would result in the loss of 5 or more bargaining unit positions, the parties will meet to negotiate voluntary severance options for recommendation to the Board of Directors.

LETTER OF UNDERSTANDING #3 – HOME OFFICE

Where the employer determines that a home office is desirable to meet the needs of ONA membership, such opportunities will be made available and determined at the discretion of the employer. Prior to making such opportunities available to staff, the employer will seek feedback from the union. All things being equal, seniority shall govern as between volunteers.

LETTER OF UNDERSTANDING #4 – STRATEGY TEAM

It is agreed that the holders of current positions on the Strategy team will be excluded from the bargaining unit. However, the parties agree that no further excluded positions will be added to the Strategy Team unless those positions would be excluded due to managerial or confidential responsibilities per the *Act*.

LETTER OF UNDERSTANDING #5 – ROSTER OF RETIREES

It is agreed that the Employer will establish and maintain a roster of retirees from all classifications who may be interested in taking a temporary work assignment.

LETTER OF UNDERSTANDING #6 – MENTORSHIP

The parties agree that there is a need for mentorship of employees. The parties will work together during the term of the Collective Agreement to establish a flexible mentorship

program to meet the needs of the organization and its employees. This program will work in conjunction with Article 9.06 (e) and may have a variety of models which include such options as:

- Reduced workload for an existing employee to act as a mentor.
- Recall of a retiree to act as a mentor or assume a workload to relieve an existing employee to mentor.
- A graduated retirement of an existing employee to act as a mentor.

This will become a standing agenda item at JUMC to determine the program.

LETTER OF UNDERSTANDING #7 – LIABILITY INSURANCE

Should an employee, who is a Health Professional under the Regulated Health Professions Act, be required to provide their Regulatory College with proof of liability insurance, the employer, upon request from the employee, will provide the employee with a letter outlining the employer's liability coverage for the employee.

LETTER OF UNDERSTANDING #8 – RN RECRUITMENT

Where the Parties recognize the important role played by Registered Nurses in the work of the Union and particularly the importance of staffing that is reflective of the membership of the Union:

Now therefore it is agreed that the following will be applied for the duration of the Agreement for the purpose of facilitating such recruitment:

Notwithstanding the term of Article 9.06 (a) and (b), where the Employer elects to make the RN qualification a mandatory requirement for a vacant LRO position, the Employer will not be required to interview candidates who do not hold the RN designation.

For clarity, the above paragraph only applies to District Service Team LROs, where the RN to non-RN LRO ratio per office is less than sixty-six and two-thirds (66 $\frac{2}{3}$ %).

LETTER OF UNDERSTANDING #9 – PROFESSIONAL FEES

The Employer agrees, upon proof of expenditure, to pay Andrea Bright and Carlos Parra \$250 once every five years for professional fees for the Certified Meeting Professional designation.

The Employer agrees, upon proof of expenditure, to pay lawyers on the WSIB Team their Law Society of Upper Canada annual fee.

LETTER OF UNDERSTANDING #10 – GRANDPARENTING ARTICLE 16.01

It is agreed that employees who are actively employed as of October 16, 2017 and who otherwise would not reach the ten-year service threshold for retiree benefits under Article 16.01 shall have a reduced threshold of five years of minimum completed active service with ONA.

LETTER OF UNDERSTANDING #11 – RECOGNITION OF RELEVANT EXPERIENCE FOR LABOUR RELATIONS OFFICER-LEGAL TEAM

WHEREAS the parties recognize that at the time of hiring, it is appropriate for the Employer to consider and determine whether a permanent Labour Relations Officer-Legal Team has relevant legal experience after call to the Bar; and

WHEREAS to this end, the parties agree to the following process to assess whether a lawyer has relevant legal experience:

1. Claim for relevant legal experience, if any, shall be made in writing by the lawyer at the time of hiring to the Employer and is approved at the sole discretion of the Employer.
 2. The employee shall cooperate with the Employer by providing verification and any other information related to the previous experience, so that an employee's relevant legal experience may be determined and assessed.
 3. If relevant legal experience is established consistent with this provision, the new employee will be credited with (1) annual service increment for each year of relevant legal experience up to a maximum of year three (3) on the salary grid.
-

LETTER OF UNDERSTANDING #12 – PANDEMIC PLANNING

The parties agree that in the event of a pandemic the employer will follow Public Health guidelines, the hierarchy of controls, the precautionary principle applicable to an office environment and commits to regular meetings with the Joint Health and Safety Committee (JHSC).

In consultation with the JHSC, the Employer shall develop a pandemic plan.

LETTER OF UNDERSTANDING #13 – PILOT PROJECT REMOTE/ALTERNATIVE OFFICE WORK/FLEXIBILITY

The Parties recognize that it is important for all employees to maintain a healthy work/life balance. Therefore, to provide options for flexibility, the Parties agree as follows:

The Parties agree they will meet when the post-pandemic measures are known to discuss any changes needed.

In consultation with their direct Manager, an employee may request, on occasion, to work remotely and/or from alternative ONA locations subject to the availability of space.

- The conversation must be held in advance with the Manager.
- The request cannot cause an increase in workload for other employees.
- The request cannot cause an increase in cost to the employer.
- The request must meet the operational needs of the Team and ensure the needs of the ONA membership continue to be met.

The Manager in consultation with employee, subject to the above criteria, will determine if the request can be granted.

This Letter of Understanding is a pilot project and applies for the term of this collective agreement only.

LETTER OF UNDERSTANDING #14 – COVID COMPENSATING BANK

As at the date of ratification of the Collective Agreement, every current employee will be entitled to five (5) additional days off to be taken as a block of time. This five-day allocation of time must be utilized prior to the expiry of this Collective Agreement. It has no cash value. Employees may utilize the time off in accordance with Article 12.01 or 12.04, depending on their designation.

Employees must ensure that vacation time is utilized in accordance with Article 15.06.

This Letter of Understanding will be deleted at the expiry of this Collective Agreement.

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