

Collective Agreement

Between

Ontario Nurses' association

and

SEIU Local 2.0n, Brewery, General
And Professionel Workers

Begins:
01/01/2004

Terminates:
12/31/2005

10478(04)

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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 **The Employer recognizes the 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, Employee Services Team Members, Accredited Financial Specialist, 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.**
- 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 in trust to be disbursed in accordance with the outcome of the application,**
- 2.04 (a) **The Employer may hire temporary help:**
- (1) **to replace employees who are absent due to illness or injury; or**
- (2) **to replace employees who are on approved leaves of absence which are less than thirteen months; or**

- (3) 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**
- (4) to do **work not to exceed one (1) year (e.g. special projects) that can not be performed by members of the bargaining unit due to lack of sufficient expertise in the bargaining unit to perform the given tasks,**

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. 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. 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** 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 monthly to the Union \$1.75 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.

- (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, Also, such service shall be counted towards the probationary period, provided work experience with the Employer is related to the posted position.**

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

Technical 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) 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 she 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) 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 her current salary until the wage rate of the classification to which she has been assigned reaches that level, and thereafter she shall receive future increases in accordance with that classification level,

2.07

Each employee shall be required to have an eye examination every two (2) years. The provisions of Article 13.01(a) shall **apply** to reasonable time taken for such appointments.

Where **an** employee regularly or intermittently operates a visual display terminal, the Employer shall pay for special glasses up to **\$75.00** per year. This provision is in addition to the **benefits** provided under Article 16.02 of the Collective Agreement.

No employee shall be required to operate **continuously** for more than fifty (50) minutes on equipment with a VDT. The **Employer may** from time to time require employees to stand in for one another in order to complete urgent projects.

Adjustments to lighting, seating and other aspects of office design and equipment related to the installation of word processing machines **equipped** with VDTs shall be discussed in the Health & Safety Committee.

During a suspected or actual pregnancy an employee may have the option of requesting a transfer to another area of work provided the employee is able to perform the available work or **may** have the option of requesting and receiving an early parenting leave in accordance with Article 11:04.

Where during a **suspected** or **actual** pregnancy a transfer to another area of work is approved, such transfer will be temporary, expiring one (1) day **prior to the commencement** of the parenting leave.

The monitoring of equipment and employees using VDT's shall be done through the Occupational Health and **Safety Committee**.

The Employer shall provide VDT operators with lead aprons upon request.

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 age, sex, sexual orientation, marital status, family status, race, creed, colour, political or religious affiliation, handicap, or by reason of her membership or non-membership in **the** Union or **activity** or **lack** of activity on behalf of the Union, or

by reason of exercising her 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 with respect to harassment with the employee during her orientation period.

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.

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 Supplementary **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 fifteen (15) minutes during regular working hours to interview newly hired employees during their orientation period. During such interview, membership forms may be provided to such employees. These interviews will be scheduled in advance as determined by the Employer and the Union.

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 four (4) 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 to meet with representatives of the Employer. Meetings of this Committee will be held at the request of either party and the time and place 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
- (d) One (1) Union Steward per Regional Office.
Four (4) Union Stewards for the Toronto Office.
- (e) Health and Safety Committee

Two (2) 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.

- (f) The **Employer agrees to give agents of The 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 her designata

(g) Employment Equity

The Employer and the Union recognize their joint right and obligation to participate in **the** implementation of **Employment Equity**, and to that purpose agree to the following:

1. Joint Employment Equity Committee

There **shall be a** Joint Employment Equity Committee (the Joint Committee) **composed** of two (2) representatives chosen by the Employer and **two** (2) representatives chosen by the Union. Either party may, at its **sole** discretion, change the persons who represent it on the Joint Committee, or send an alternate for one (1) or both representatives to any meeting.

2. Education

The Employer agrees to provide members of the Joint Employment Equity Committee with necessary training and education in matters pertaining to **Employment Equity**. Time spent attending such training during regular working hours shall be **with regular pay** and employees will be reimbursed for reasonable out of **pocket expenses** in accordance with Article 17.09. Bargaining unit members absent on such training **shall not be** considered part of the quota for any form of union or educational **leave** under Article 11.

3. Access to Information

All members of the Joint Committee shall have reasonable access to all information **needed** to enable them to carry out the work of the Joint Committee.

4. Confidentiality

The Union and the Employer agree to respect the confidential nature **of** the information accessed pursuant to this process.

(h) Tri-Partite Leadership Consultation Team

There shall be a **Tri-Partite** Leadership Consultation Team to provide a forum for effective consultation on operational matters of mutual concern to Ontario

Nurses' Association and the Brewery, General and Professional Workers' Union and its Local 2. The committee will not discuss matters that are properly within the mandate of the Joint Union-Management Committee (ref. Article 7.01(c)). It is also understood and agreed that this committee is not vested with group decision-making authority. The committee shall meet quarterly in the ONA Toronto Office at a mutually agreeable time.

The committee shall be composed of the following members:

President, Brewery, General and Professional Workers' Union
President, Local 2. BG&PWU
President, ONA or her designate
Chief Executive Officer, ONA
Manager, Employee Services, ONA
Director, Strategy Team, ONA

- 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.

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 she has a grievance, she must first discuss it with her immediate supervisor not later than thirty (30) 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 to the Manager, Employee Services, or her designate, if the parties agree, a meeting of the Grievance committee and the Manager, Employee Services, or her designate, will be scheduled no later than ten (10) working days following submission of the grievance at Step 2 to attempt to resolve the grievance.

STEP 3

Failing resolution within ten (10) working days, the grievance may be submitted in writing to the Chief Executive Officer or her designate, A meeting will then be held between the Chief Executive Officer or her designate and the Grievance Committee. Step 3 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 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 her designate. The Board shall consist of three (3) members, one 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) 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 as per Article 8.03 in **the case** of a Union grievance, and to the President of the Union in the case of a management grievance. In both cases, **such grievances will be** submitted **not** later than thirty (30) 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 her 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 her 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.

ARTICLE 9 - JOB SECURITY

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

The probationary **period** for employees in **the** Administrative Staff **classification shall** be six (6) months. The probationary period **for** employees in the Non-Administrative Staff classification shall be sixty (60) working days or three (3) months, whichever is later.

An employee shall only be disciplined or discharged from employment for just cause, except that an employee who has not completed her 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 duly 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 Administrative Staff classification under this Article shall be separate from the rights of employees in the Non-Administrative Staff classification.
- (c) The Employer will notify the Union and **the Employee(s) affected 120 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 6 weeks and 90 days' notice of a layoff between 6 weeks and four (4) months**.
- (d) **An employee** may use her 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 her 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 her 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 60 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 her final day at work) for each completed year of service computed up to and including her last day of work.
- (j) The Employer agrees to notify the Union at least one (1) year in advance of any permanent office closure. 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 her position will be offered that position should it subsequently become vacant. If the employee accepts this recall to her previous position, the vacancy will not be posted.

9.04 No employee shall be transferred from one office to another without her 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 of termination. Notwithstanding the foregoing, the notice period will be extended by the vacation and compensating time owing.

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, the Employer shall post the position electronically in each Office and on the Union bulletin board, except that in the regional offices the employer shall provide the regional office staff with the notice for posting and it shall be deemed to have been posted on the day it was received. Employees interested in applying for the position must do so within ten (10) working days of the date of posting on the bulletin board.

Every applicant shall be interviewed and unsuccessful applicants will be given the reason in writing. The name of the successful applicant will be posted in each Office.

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 will be interviewed before applicants from outside the Bargaining Unit. If

no applicant meets the criteria **of Article 9.06 fa), 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 her 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 she 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, she must re-apply 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) **The** employer agrees that it will use an expression of interest process to select employees from teams for project assignments which will take into consideration seniority, experience, skills, qualifications, availability and rotational equity. The expression of interest process does not apply to the appointment of employees as team primes.

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 Workers' Compensation, short term and/or long term disability benefits excluding pension.
- (c) During the **first fifty-two (52) weeks** of any maternity, adoption or paternity 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 her 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 her intention to return to work within five (5) working days after she has received from the Employer the notice of recall mailed by registered post and fails to report to work within ten (10) working days after she has received the notice of recall, unless such failure is due to a satisfactory reason.**

9.11

In the event that the Employer transfers an employee from the Administrative Staff classification to the Non-Administrative Staff classification, or **vice versa**, the **following** shall apply:

i) There **shall be** full transfer of seniority, sick leave credits, vacation credits and other benefits.

ii) **Service** for purposes of vacation entitlement shall include service in both classifications.

iii) **Such** an employee shall not be required to ~~serve~~ a probationary period as per Article 9.01, however, ~~there shall be~~ a trial period of **up to** six (6) months, during which time, either at the option of the Employer **or the employee**, the **employee** may return to her former classification with no loss of seniority, benefits or credits.

9.12

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:

1) Accommodation in the previous location if **the** Employee is paying for accommodation in the **new** location.

- 2) Meals and other out-of-pocket expenses in accordance with policies that normally apply when an Employee is out-of-town on Employer business.
- 3) Transportation costs for one return trip per week between the previous location and the new location.
- 4) 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

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:

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

9.14

- (a) Any employee who is transferred out of the bargaining unit shall retain but **not** accumulate her seniority held at the time of transfer. In the event the employee is returned to a position in the bargaining unit, she shall be **credited** with the seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- (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 her former position has been discontinued, in which case she shall be given a comparable job. The employer shall continue to deduct and remit Union Dues from such **employee based on her 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 mid point of the probationary period **and** there will be an evaluation at **the completion of the** probationary period. For both Administrative and Non-Administrative Staff there will be an opportunity to observe the various facets of the job where appropriate.
- 10.03 There shall be an ongoing **inservice** 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 her 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. 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" designates: wife, husband, cohabiting **heterosexual, lesbian** and gay partners,

11.02 **Special Leave**

The Employer may, at the discretion of the Chief Executive Officer or her 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 her designate.

11.03

Jury and Witness Leave

An employee subpoenaed as a witness or **juror** shall **have** her pay and seniority kept whole, provided she pays to the Employer, the amount she receives 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

Parenting Leave

(a) Upon written request, the Employer **shall grant** a parenting leave of absence without pay for up to **one (1) year** (a maximum of fifty-two (52) consecutive weeks) in the event of

- (i) **the pregnancy of a female** employee;
- (ii) the adoption of a child **by an employee**;
- (iii) the **birth of a** male employee's child; or
- (iv) the birth or adoption of a child **by a same-sex partner**

provided the employee has been employed for at least thirteen (13) weeks.

(b) During the first **52 weeks** of an approved 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 **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.

(1) there will be no adjustment to the employee's anniversary date for the **period of such** vacation and/or compensating time

(2) 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 her 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** her initial and final E.I. **cheque** stubs, or any subsequent cheque stub that reflects changes to the entitlement, **shall thereafter** also be entitled to paid **leave** as set **out below**:
 - (i) An **employee** commencing authorized maternity leave shall receive ninety-three percent (93%) of her **wages for the first two (2) weeks of the maternity leave, and then the difference between** Employment Insurance Benefits and ninety-three percent (93%) of her wages for the **next** fifteen (15) weeks.
 - (ii) An employee commencing authorized parental leave shall receive the difference between Employment Insurance Benefits and ninety-three percent (93%) of her wages up to **twenty (20) weeks**.
 - (iii) **In the case of the adoption by the employee of a child or the birth of a male employee's child, the** employee will be entitled to receive, **in** addition to the above, **ninety-three percent (93%) of** her wages for the first two weeks of the parental leave.
- (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 **her wages** for the **first two** 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** payout from **her** 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 - Non-Administrative Staff**

An employee shall be granted up to five (5) working days for family emergencies or family illness, two (2) of which shall be paid. For the purposes of family leave, family shall be defined as parents, children and spouse. The employee is required to notify her 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, a member or members will be granted leave of absence without pay and without loss of seniority for Union business. Such leave must be requested at least one (1) week in advance of such leave and not more than two (2) members from the bargaining unit 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 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 two days' paid leave per month to the President of Local 2. Such days shall be prescheduled in consultation with her 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 department** 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 her **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 her benefits in accordance with **Article 16.05.**

Such **leaves** will also be subject to the following conditions:

- (i) **an** employee must **give** the **employer** at **least six (6) month's** notice of her intent to take **suck** leave;
- (ii) 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;
- (iii) 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 Compassionate Care Leave

- a) **Compassionate care leave will be granted to an employee for up to eight weeks within a twenty-six week period in accordance with the Employment Standards Act.**
- b) **An employee who is on compassionate care 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

Administrative Staff (12.01 - .03)

- 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.**

Compensating Time

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 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.

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 six (6) months of the following year. Any such compensating days that are not taken in the first six (6) months of the following year shall be deemed to have been abandoned.

The employee shall obtain approval from her team manager or designate for all time in excess of one (1) working day to be charged to her Compensating time bank.

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.

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, she or he will receive overtime pay at the rate of time and one-half 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 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 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 his/her 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.

Employees will be required to complete and submit a weekly docket of their daily activities on a form designated by the employer. (see Appendix V)

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 one and one-half (1 1/2) times** her regular straight time rate for all hours worked.

Non-Administrative Staff

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.

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 (1-1/2) 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 12.05 or 12.06 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 (1-1/2) times **the** straight time rate, either by payment or compensating time off at the employee's option, subject to the limit set out below.

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

FLEXIBLE HOURS

- i) Flexible hours shall be introduced into **any area** where:
 - (a) eighty per cent (80%) of the employees directly affected in the **area** so **indicate by secret ballot; and**
 - (b) **the Employer agrees** to implement flexible hours, such agreement shall **not be withheld** in an unreasonable or arbitrary manner.

- ii) Flexible hours **may** be discontinued in any **area** when:
 - (a) eighty per cent (80%) of the employees directly affected in the area so indicate by secret ballot; **or**
 - (b) **the Employer because of:**
 - (1) **adverse effects on service to ONA membership,**
 - (2) **inability to provide a workable staffing schedule,**
 - (3) **where the Employer wishes to do so for other reasons which are** neither unreasonable or arbitrary, states its intention to **discontinue flexible hours.**

- iii) When notice of discontinuation is **given** by either **party** in accordance with Article **12.08 (ii)** above, **then:**
 - (a) **the parties shall meet within two (2) weeks of the giving of** notice to review the request for discontinuation, and
 - (b) where it is determined that flexible hours **will** be discontinued, affected employees shall be given sixty (60) days' notice before the schedules are **so amended.**

- iv) **The process and procedure by which the secret ballot will be conducted and the trial period for the implementation shall be mutually agreed** by the committee established.

12.08

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 week prior to its taking place, except in an emergency or in extenuating circumstances where as much notice as possible will be given.

- (b) The Employer reserves the right to require that an employee provides proof of illness. The Employer also has the right to require a doctor's certificate confirming that the employee is able to return to work following any absences of one (1) month or more, 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 (1/2) 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 two (2) weeks of active employment will be considered as one (1) period of disability.

BENEFIT LEVEL:

LENGTH OF SERVICE	WEEKS @ 100% SAURY	WEEKS @ 66 2/3 SALARY
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 and Workers' Compensation Benefits.

13.04 Long Term Disability Plan

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

- i) 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) days prior to the effective date of coverage will not be covered.
- ii) 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 her 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 she is 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.

- iii) Coverage will be for seventy percent (70%) of gross salary in effect at the date the disability commences with a maximum benefit of seven thousand dollars (\$7,000) 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 her required pension contributions based on her disability income.

- iv) These benefits will be affected by other **benefits only to the extent** that total **benefits payable exceed eighty-five percent (85%) of gross income from all government registered plans.**
- v) Elimination period is **twenty-six (26) weeks**
- vi) The Employer will pay **eighty percent (80%)** of the premium.
- vii) 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.
- viii) In **order to establish** eligibility for LTD, an employee must have worked **one (1) day** during her probationary **period**.
- ix) **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	Thanksgiving Day
Good Friday	Christmas Day
Easter Monday	Boxing Day
Victoria Day	One(1) Floating Holiday
Dominion Day	(to be agreed upon between the
Civic Holiday	Union and the Employer)
Labour Day	One-half (1/2) day on Christmas Eve
	One-half (1/2) day on New Year's <i>Eve</i>

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 Administrative Staff

When an employee is required to work on a paid holiday, she shall receive premium pay at the rate of time and one-half (1-1/2) of her 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 Non-Administrative Staff (14.03 - .04)

When an employee works on a holiday, she shall receive premium pay at the rate of time and one-half of the regular straight time rate for the first seven (7) hours worked on such holiday and she shall receive another day off with pay, or at the option of the employee, she shall receive premium pay at the rate of two and one-half (2 1/2) times for the first seven (7) hours worked on such holiday.

14.04 An employee shall be paid two and one-half (2 1/2) times her 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 she is receiving less than 100% of her gross salary under the Short Term Disability Plan in which case her regular salary shall be kept whole; or**
- (b) where an employee is receiving paid parenting leave benefits in which case she receives 93% of her daily wage for the paid holiday; or**
- (c) where an employee is otherwise being compensated for the holidays; namely, LTD, WCB, etc.**

14.06 An employee who observes religious holidays other than the ones set out in Article 14.01 will notify her 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 her immediate supervisor, will be provided with the opportunity to work additional hours at her regular straight time hourly rate so that she does 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 with less than ten (10) years of service shall be entitled to vacation credits at the rate of 1.67 days per month.
- (b) **Employees with ten (10) or more years of service shall be entitled** to vacation credits at the rate of 2.08 days per month.
- (c) **Employees with seventeen (17) years of service shall be entitled** to vacation credits at the rate of 2.50 days per month.
- (d) Employees with twenty-two (22) 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.**

Employees may state their preference for vacations for **the year by April 1st** of each year. Seniority will govern where conflict arises. The schedule of approved vacation shall **be posted by May 1st of each year.**

Requests for vacation after April 1st or vacation to be taken **in advance of** credits earned 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 prior to April 1st. **A reply will be given** within ten (10) working days from the date on which the request was received,

Vacation taken in advance of credits earned shall be a maximum of ten (10) **days** during the employee's first **year** of employment.

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.

If vacation or compensating 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 her vacation rescheduled at a mutually agreeable time.

15.06 Employees are encouraged to accumulate vacation credits for no more than 12 months at any one time. Employees may accumulate vacation credits for up to fifteen (15) months, however, once the maximum accumulation is reached the Employee must schedule enough vacation within the following three (3) months to reduce his/her accumulated vacation to twelve (12) months and, if the Employee fails to so schedule, the Employer may do so. Employee Services will notify any Employee who has reached the maximum accumulation of fifteen (15) months' credit. The Employee will have two (2) weeks to notify Employee Services of his/her vacation request. 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 Staff will be notified in January and July of each year of the amount of accumulated vacation leave to their credit, provided all pertinent time sheets have been received by Employee Services in a timely manner.

15.08 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 Workers' Compensation.

ARTICLE 16 - BENEFIT PLANS

16.01

Pension Plan

All present employees enrolled in the Hospitals 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.

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**:

- 1) Group Life Insurance in the amount of one (1) times the annual salary as at **the** date of retirement;
- 2) Extended Health Care to a maximum of ten thousand dollars (\$10,000) per calendar year;
- 3) **Dental Plan,**

Retirement Benefits - Age 65 and Over

The Employer receives E.I. rebates and such monies have been deposited into a special account pursuant to a Letter of Understanding dated April 16, 1987.

Such monies shall continue to be deposited into this special account inclusive of interest thereon and will be used to subsidize the cost of the following retiree(s) benefits for the period ending December 31, 2005.

Retirement – Postponement

The normal retirement date is the sixty-fifth (65th) birthday. An interview will be arranged six (6) months before the normal date of retirement at which time the Employer **and employee will assess** the employee's ability and willingness to continue in the position held. By mutual agreement an extension may be granted on a **year-to year basis**.

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

Ontario Nurses' Association will contribute an amount equal to 50% of the billed premiums for the period January 1, 2004 through December 31, 2005 not **offset** by 20% of the E.I. rebate referenced above. The **retiree portion** of the billed premiums for retiree benefits, as determined by the employer, will

be prepaid by the retirees, failing which; such benefit coverage for those individuals will be discontinued immediately.

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 (\$300 every two [2] years, inclusive of laser surgery, eye examinations once every two years (or yearly if medically required) up to \$80 and hearing aids to the amount of \$500 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 (108%) 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 two hundred and fifty thousand dollars (\$250,000) for each eligible employee. The life insurance benefit payable will be based on the employee's annual gross salary at the time of her death.
- (b) Voluntary Group Life Insurance in units of ten thousand dollars (\$10,000) to a maximum of two hundred and fifty thousand dollars (\$250,000) shall be made available to each eligible employee and/or spouse subject to the requirements of the Carrier and at no cost to the Association.

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 111). Reimbursement shall be in accordance with the ODA rates applicable for the current calendar year. This plan is mandatory for all eligible employees hired on or after May 30th, 1980.

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 \$1,500.00 per dependent child.

- 16.05 **Employer** contributions or payments toward **any** monetary **benefits** shall only be made when an employee is on active employment and active employment shall include absence under **Article 9.08**, **except for** maternity, adoption or paternity 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 his** very best **efforts** to arrange such benefit continuation **with the** current carrier(s).

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

Personal Files

Upon request, an employee may review her personal file in the presence of the Manager, Employee Services or her designate, and may, at her 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. No document shall be used against an employee where it has not been brought to her attention in a timely manner.

17.06

Pay Days

Pay cheques will be issued every second Thursday in a sealed envelope and will be accompanied by a statement of gross salaries and itemized deductions. Where payment is made by direct deposit the above statement will be issued to each employee in a sealed envelope.

17.07

Fidelity Bond

All members of staff are covered by a blanket Fidelity Bond to protect the Association against loss or theft. There is no charge to staff, but completion of the application for coverage is a condition of employment.

17.08

Reporting Absence

If an employee is unable to report to work for any reason, she shall so advise her immediate supervisor as soon as possible after the commencement of the normal business hours, her illness permitting, and at the same time, shall discuss with the supervisor the status and nature of her 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 her return to work. An employee absent from work hereunder shall, in advance of returning to work, advise her immediate supervisor of her return and make arrangements with the supervisor for such return.

17.09

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 (including employer paid credit card expenses) at least quarterly in each calendar year. The employee must submit her expense account within 30 days following the end of each quarter.

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

17.10 Transportation Allowance

- (a) All employees in the bargaining unit shall receive mileage allowance when **authorized to use** their own automobile for the Employer's business. Such allowance shall be comprised of the following two (2) components:
- 1) **thirty-seven** cents (\$0.37) per kilometre; **and**
 - 2) **forty (\$0.40) per kilometer** for the first 5,000 kilometers in a calendar year and **thirty-eight (\$0.38) per kilometer** for kilometers in excess of 5,000 in a **calendar** year for all employees working out of offices located in the Northern region of the province defined by **the** Ministry of Transportation and Communication as being north of a line bound by West French River, Georgian Bay, Northern **tip** of Manitoulin Island to the **USA border**; and East French River to Lake Nipissing to the **Mattawa River** to the **Ottawa River** to the **Quebec border**.

17.11 Business Insurance (Administrative 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.

17.12 Car Rental (Administrative Staff)

The Employer will pay **for the rental of a car and all other reasonable related expenses**, for example, gas receipts, insurance, drop-off charges for **business purposes when**:

- (i) 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
- (ii) the cost of renting a car is relatively **equal** to the payment of mileage allowance, had **the employee's own car been used**; or
- (iii) the employee does not normally have access to a **car** or **the employee's own car is** under repair and, in either case, the destination is not readily accessible by public transportation nor convenient in terms of time.

17.13 **Cellular Phones**

Labour Relations Officers who provide to Employee Services proof of purchase and thereafter yearly proof of activation of a cellular phone shall be entitled to an allowance in the amount of \$300 per year. 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 duties, will receive an allowance of \$100 per year, subject to providing Employee Services with proof of purchase of a cellular phone and thereafter yearly proof of activation. The annual allowance will be prorated for employees who become eligible during the year based on hire, transfer or promotion dates.

17.14 **Taxi Fare (Non-Administrative Staff)**

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

17.15 **Meal Allowance (Non-Administrative Staff)**

Employees who are required to work overtime which exceeds two (2) hours will receive a meal allowance of up to ten dollars (\$10) upon presentation of a receipt.

17.16 **Employees** shall keep the Employer informed of current home addresses and telephone numbers. In addition employees shall inform the employer within thirty-one (31) days of any changes in status that would affect their benefit coverage or that of their dependants.

17.17 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 first discuss the matter with the Union.

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

17.19 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.

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 an administrative 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 advanced by her 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 Non-Administrative 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.
- 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.
- Part-time employees are paid biweekly on Thursdays one pay period after the hours have been worked.
- 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:

- i) Was been employed for more than three (3) months
- ii) Has earned wages on at least eight (8) days during the four (4) weeks immediately preceding the holiday
- iii) Has worked her 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:

- **there** shall be full transfer of **seniority**, vacation credits and other benefits

service **for** purposes of vacation entitlement shall include service in both the full-time and **part-time** category

- 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.**

Subject to the requirements of **the** carrier and provided the employee works 35 hours on average in a two week period, a **part-time** employee may participate in the following Group Benefit Plans **offered** by the Association 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 Hospitals 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 Parenting Leave

In accordance with Article 11.04 the weekly **salary**, for purposes of UIC entitlement and S.U.B. Plan, will be based on the **hours** of work in the 52 weeks immediately prior to the receipt of the application for Parenting Leave.

ARTICLE 19 - COMPENSATION

19.01 **The salary rates in effect during the term of this Agreement shall be those set forth in Appendix 1 attached to and forming part of this Agreement.**

If the changes to Appendix 1 - **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 1 - 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 one (1) or more continuous working days, she will be placed on the grid of the higher rated classification so that she shall receive no less an increase in salary than the equivalent of one (1) step in her present salary range (provided that it does not exceed the salary range of the classification in which she is relieving). Where an employee has worked at least one (1) year in a temporary assignment and she is promoted from her temporary position to a higher rated classification, she will be placed on the salary range of the higher rated classification so that she 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 she had been assigned (provided that it does not exceed the salary range of the Classification to which she has been promoted).

19.03 **ANNIVERSARY DATE**

Each employee will be advanced from her present level on the salary grid to the next level twelve (12) months after she was last advanced. If an employee is absent without pay in excess of sixty (60) continuous calendar days, her anniversary date will be **extended by the length of such absence in excess of sixty (60) continuous calendar days.** Absence on Workers' Compensation 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 she shall receive no less an increase in salary than the equivalent of one (1) step in the salary range of her previous classification (provided that it does not exceed the salary range of the classification to which she has been promoted) and she shall retain her anniversary date for purposes of wage progression.

ARTICLE 20 - DURATION OF AGREEMENT

20.01

This Agreement shall remain in full force and effect from January 1, 2004 until December 31, 2005. 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, unless otherwise provided. Retroactivity will be paid on the basis of hours paid.

BATED AT TORONTO, ONTARIO THIS 3rd DAY OF June, 2005

FOR THE UNION

FOR THE EMPLOYER

[Signature]
Pauline Lebrun-Hinton
Anna Magliano
sbright
A. Hechter

[Signature]
Margyrene Parke
[Signature]
[Signature]

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APPENDIX I

NON-ADMINISTRATIVE STAFF

Salary rates effective January 1, 2004

CLASSIFICATION:	MINIMUM	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
Grade IV ***	54,828.48	56,951.66	59,074.85	61,198.05	63,321.22	65,444.37
Grade III	47,900.35	50,023.55	52,146.70	54,269.90	56,393.08	58,516.29
Grade II	42,470.09	44,593.30	46,716.45	48,839.64	50,962.82	53,086.05
Grade I	38,670.25	40,085.74	41,501.19	42,917.06	44,332.09	45,747.53

Salary rates effective January 1, 2005

CLASSIFICATION:	MINIMUM	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
Grade IV ***	56,336.26	58,517.83	60,699.40	62,880.99	65,062.55	67,244.09
Grade III	49,217.61	51,399.19	53,580.73	55,762.32	57,943.89	60,125.49
Grade II	43,638.02	45,819.62	48,001.16	50,182.73	52,364.30	54,545.91
Grade I	39,733.68	41,188.09	42,642.48	44,097.28	45,551.22	47,005.59

*** The parties agree there were no Incumbents in this classification as of January 1, 2000.

ADMINISTRATIVE STAFF

Salary rates effective January 1, 2004

CLASSIFICATION:	MINIMUM	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
Co-ordinator ***	77,930.58	81,330.19	84,731.56	88,131.15	91,530.73	94,932.10
Officer	70,253.69	73,044.16	75,834.66	78,625.15	81,415.64	84,206.14
SIS Grade II	61,374.35	64,005.60	66,636.89	69,268.15	71,899.42	74,530.69
SIS Grade I	52,886.79	54,979.65	57,072.51	59,165.37	61,258.25	63,351.09

Salary rates effective January 1, 2005

CLASSIFICATION:	MINIMUM	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS	AFTER 5 YEARS
Co-ordinator***	80,073.67	83,566.77	87,061.68	90,554.75	94,047.83	97,542.74
Officer	72,185.67	75,052.87	77,920.11	80,787.34	83,654.57	86,521.80
SIS Grade II	63,062.15	65,765.75	68,469.40	71,173.02	73,876.65	76,580.28
SIS Grade I	54,341.18	56,491.59	58,642.00	60,792.42	62,942.85	65,093.24

*** The parties agree there were no incumbents in this classification as at January 1, 2000.

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APPENDIX II

LETTER OF UNDERSTANDING

The parties agree that there are currently two (2) positions in the bargaining unit where bilingualism is a mandatory requirement. These positions are a litigating LRO and an LRA, both located in the Ottawa regional office.

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.

DATED AT TORONTO, ONTARIO THIS 3RD DAY OF June, 2005

FOR EMPLOYER

[Signature]
Margyrene Parke
[Signature]
[Signature]
[Signature]

FOR UNION

[Signature]
Sandra Lefebvre-Hinton
[Signature]
[Signature]
[Signature]

APPENDIX III

ONA GROUP INSURANCE MASTER PLAN

APPENDIX IV

LETTER OF UNDERSTANDING

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.

DATED AT TORONTO, ONTARIO THIS 3rd DAY OF June, 2005

FOR EMPLOYER

Oliver Anderson
Margyrene Parke
David Anderson
[Signature]
[Signature]

FOR UNION

[Signature]
Ruthie LeFebvre-Hinton
Anna Stagliano
Stewart
[Signature]

APPENDIX V

ONTARIO NURSES' ASSOCIATION

Interoffice

MEMORANDUM

Date: May 17, 2000
To: Pauline Lefebvre-Hinton, President, Local 2, BG&PWU
From: Marywynne Parke, Manager, Employee Services
Re: Work Dockets

It has become evident over the past year that not all Administrative Staff are submitting a weekly docket of their daily activities as is stipulated in Article 12.01 of the staff Collective Agreement. That obligation was also reconfirmed in our new collective agreement.

In view of the Hours of Work Accountabilities, the recent communication to staff regarding Overtime Approvals/Hours of Work, and the processes that have been put in place around the tracking of hours of work/overtime, we have decided to temporarily discontinue, without prejudice, the obligation on administrative staff to submit dockets.

The Employer reserves the right to reinstate the requirements under Article 12 for work dockets if, in our opinion, circumstances so warrant.

APPENDIX VI

LETTER OF UNDERSTANDING

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.

DATED AT TORONTO, ONTARIO THIS 3RD DAY OF June, 2005

FOR EMPLOYER

Alan Anderson
Maryanne Parke
Bob Anderson
Janice

FOR UNION

Paul
Paula Jeffery-Holton
Anna Tagliano
Bright
A. Schachtel

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