

COLLECTIVE AGREEMENT

BETWEEN

ONTARIO NURSES' ASSOCIATION

AND

BREWERY, GENERAL & PROFESSIONAL WORKERS UNION, LOCAL 2

BARGAINING UNIT - Administrative Staff
AND
BARGAINING UNIT - Support Staff

Effective January 1, 1995
Expiry December 31, 1996

ARTICLE 1 - PURPOSE

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

ARTICLE 2 - RECOGNITION

2.01 (a) BARGAINING UNIT - Administrative Staff

The Employer recognizes the Brewery, General & Professional Workers Union, as the exclusive bargaining agent for all professional administrative employees employed by the Ontario Nurses' Association save and except managers, those above the rank of manager, budget/accounting analyst, analyst financial services 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 and all office and technical employees of the employer.

2.01 (b) BARGAINING UNIT - Support Staff

The Employer recognizes the Brewery, General & Professional Workers Union, as the exclusive bargaining agent for all office and technical employees of the Ontario Nurses' Association save and except executive secretaries, administrative assistants exclusive of the administrative assistant to the Director, Continuing Education, those above the aforementioned classifications 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 and all professional administrative employees.

- 2.02 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.

- 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 (eg 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 Technological Change

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

- (a) Notify the Union sixty (60) 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 Employees who regularly or intermittently operate visual display terminals shall be required to have an annual eye examination which shall be paid by the Employer and the provisions of Article 13:01 (a) shall apply.

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 V.D.T.'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, 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.

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, two from each bargaining unit.
 - (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 designate.

(g) Employment Equity

The Employer and the Union agree to abide by the provisions of the Employment Equity Act (the Act). The Employer recognizes the right and obligation of the Union to participate in implementation of Employment Equity, and to that purpose agrees 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) Pension Committee

There shall be a Pension Committee composed of two (2) Union members to meet with an equal number of representatives of the Employer. The purpose of this Committee is to discuss all matters relating to the administration of the Pension Plan.

The Employer agrees to provide the Pension Committee with copies of the Administrator's report regarding the Pension Plan.

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 the subject of a meeting of the Grievance Committee and the Director, Human Resources, or her designate when every attempt shall be made 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 twenty- one (21) working days of receipt of response from the Chief Executive Officer or 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 may, at her request, be accompanied by an officer of the Union, and shall be so informed.
- (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 bargaining unit shall be six (6) months. The probationary period for employees in the Support Staff bargaining unit 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 each bargaining unit shall be posted by the Employer in January and July of each year, and copies shall be sent to the Union.

9.03 Layoff and Recall

- (a) In the event of layoff and 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 bargaining unit under this Article shall be separate from the rights of employees in the Support Staff bargaining unit.
- (c) The Employer will notify the Union and the Employee(s) affected at least 60 days in advance of any impending layoff and/or abolition of a position.
- (d) All temporary and contract employees will be laid off prior to any full-time and part-time employees.
- (e) Where staffing is reduced or jobs are abolished, layoffs will be on the basis of seniority, provided the employees who remain have the ability to perform the work available.
- (f) 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.

Displaced employees will, in turn, have the same right to use their seniority for the same purpose.

- (g) Employees will be recalled from layoff in the order of seniority, provided the employee has the ability to perform the work available.
- (h) 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.
- (i) In accordance with Article 16.00 benefits of laid off employees will be maintained by the Employer during the first 60 days of any layoff.
- (j) In the event that the Social Contract Negotiations results in improved layoff protection for ONA members, the Employer will meet with the Union to discuss the implications of such language to members of the Union.
- (k) Effective May 1, 1993, 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 of work) for each completed year of service computed up to and including her last day of work.
- (l) Effective May 1, 1993, 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.

- 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, demotions and transfers where qualifications, skills, experience and ability are relatively equal, seniority shall be the determining factor.
- (b) When a vacancy within a Bargaining Unit occurs, the Employer shall post the position in each Office on the Union bulletin board. Employees interested in applying for the position must do so within ten (10) working days of the date of posting. 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 (a), the job may be filled by the Employer from outside the Bargaining Unit.
- (c) Where a vacancy is caused by the termination or transfer of an employee in the Bargaining Unit, the Employer will post any such vacancy that it intends to fill within ten (10) working days of the notification of the termination or transfer.
- (d) Any employee may indicate in writing to the Chief Executive Officer 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.
- 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 thirty-five (35) 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.
 - (c) When on maternity, adoption or paternity leave in excess of thirty-five (35) weeks.
- 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; provided that any termination under this clause shall be deferred until March 31, 1996.
 - (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 bargaining Unit to the Support Staff bargaining Unit, 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 bargaining units.
- 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 bargaining unit 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 Employees in the Administrative Staff bargaining unit there will be an opportunity to observe the various facets of the job prior to being required to function alone. For Employees in the Support Staff bargaining unit 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 Compassionate 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.

"Spouse" designates: wife, husband, cohabitating 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. Within the period of an approved parenting leave, the employee may apply for earned vacation and compensating time off.

- (b) During the first 35 weeks of an approved parenting leave of absence, seniority is retained and accumulated and the employer will make its contributions towards the benefits contained in the ONA Group Insurance Master Plans. The employee's anniversary date will be extended by the length of the parenting leave which exceeds 35 weeks.

- (c) There shall be no entitlement to paid holidays during the period of the approved parenting leave of absence. There shall be no accrual of vacation entitlement credits during such leave except for the statutory portion of the parenting leave.
- (d) Notwithstanding the foregoing, if vacation and/or compensating time is approved within the period of the approved parenting leave:
 - (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) Following the period comprised of the 35 weeks and the approved block of vacation and /or compensating time, seniority will not accumulate and the employee's anniversary date will be adjusted and benefits if continued will be fully paid by the employee. An employee returning from such leave will have the right to return to her former position.
- (f) On confirmation by the U.I.C of the appropriateness of the S.U.B. Plan, an employee who applies for and is in receipt of Unemployment Insurance benefits pursuant to the Unemployment Insurance Act, as it may be amended from time to time, and who submits to the Employer her U.I.C. cheque stubs 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 Unemployment 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 Unemployment Insurance Benefits and ninety-three percent (93%) of her wages up to ten (10) 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 Unemployment Insurance benefits pursuant to the Unemployment 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.

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, but seniority will not accumulate during such leave. The Employer will seriously consider granting requests from employees for Political/Ontario Public Service leave.

11.06 Educational Leave

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

11.07 Professional Leave

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

11.08 Family Leave - Support Staff Bargaining Unit

An employee shall be granted up to five (5) working days for family emergencies or illness, one (1) of which shall be paid. For the purposes of family leave, family shall be defined as parents, children, spouse. The employee is required to notify her immediate supervisor of the nature and length of leave required as soon as reasonably possible.

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 each 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 each 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.

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 After completing five (5) years of employment, each employee shall be eligible to request a one-time special leave for up to nine (9) 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 such leave;
- (ii) no more than two (2) employees per bargaining unit shall be

absent on this leave at any one time and such employees cannot come from the same department;

- (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.

ARTICLE 12 - HOURS OF WORK

Administrative Staff Bargaining Unit (12.01 - .03)

12.01 The parties recognize that the job requirements in the industrial relations field do not lend themselves to standard hours of work. In recognition of this factor, the Employer agrees that employees 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 this clause, 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 eight (8) compensating days from one (1) calendar year into the first four (4) months of the following year.

Overtime

In accordance with the provisions of the Employment Standards Act, the Employer will establish an Overtime Bank for each employee. When an employee works more than 44 hours in a pay week, the employee will be credited with one and one-half hours of overtime credit for each hour worked over 44 hours in that week. For the purposes of this clause, hours worked will not include any hours for which an employee receives pay but has not worked; nor shall hours worked include any travel time. There shall be no pyramiding of hours for the purposes of calculating compensating time and overtime credits.

All such overtime credits must be taken in equivalent time off by the end of the calendar year in which the credits were earned. Any overtime credits outstanding as of December 31st of each year will be paid out by the

Employer no later than February 1st of the following year.

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

The employee shall obtain approval from her immediate supervisor for all time in excess of one (1) working day to be charged to either the compensating time or overtime banks as appropriate.

It is understood and agreed that claims will alternate between the compensating and overtime banks in blocks of seven (7) hours, except where one of the banks has been depleted; in which case such time will be debited against the remaining 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.

Should the total number of such overtime hours (over 44 hours worked in a pay period) accumulated on or after January 1, 1995 by all employees in a job grouping within an existing job classification exceed 1680 in a calendar year, a vacancy will be declared and the parties will meet to discuss the overtime hours and the filling of the declared vacancy. While travel time is excluded from the calculation of an employee's overtime hours above, travel time will be included in the overtime calculation for purposes of the 1680 trigger point for declaring a vacancy. Unless the parties agree otherwise, the vacancy will be initially filled by the hiring of a temporary employee. A submission will be made to the following year's budget for additional staff based on the overtime hours. Where a vacancy is filled pursuant to this clause or where a new employee has been hired into a job grouping, the accumulated overtime hours for the group(s) will revert to zero and any subsequent obligation to hire staff under this clause will be based on overtime hours accumulated from the date of such hire(s).

For the purposes of this clause, the job groupings are as follows:

- Research Officers/Government Relations Officers
- Education Officers/Communications Officers
- Arbitration Officers
- Employment Relations Officers/Nursing Practice Officers per region as follows:
 1. Hamilton Office

2. Toronto Office
 3. Ottawa/Kingston Offices
 4. London/Windsor/Orillia Offices
 5. Sudbury/Timmins/Thunder Bay Offices
- Co-ordinators

- 12.02 If required to attend scheduled Association meetings as called by the President or her designate, or required and authorized to represent the Association, at hearings 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.
- 12.03 When a member of the bargaining unit works on a Saturday or Sunday, she will receive compensating time equivalent to the hours worked at her regular straight time rate.

Support Staff Bargaining Unit (12.04 - .08)

- 12.04 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.
- 12.05 Employees in the bargaining unit 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. However, there shall be no pyramiding of overtime.
- 12.06 Employees in the bargaining unit 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.
- 12.07 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.
- 12.08 **FLEXIBLE HOURS**
- i) Flexible hours shall be introduced into any area when:

- (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.

12.09 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.

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 one (1) week of active employment will be considered as one (1) period of disability.

BENEFIT LEVEL:

LENGTH OF SERVICE	WEEKS @ 100% SALARY	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 Eve

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 Bargaining Unit (14.02)**

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 **Support Staff Bargaining Unit (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. Neither shall such hours be included in any over 44 hour bank. For 1995 only, notification to the immediate supervisor of any such time off requirements shall be made no

later than two weeks following ratification of this agreement.

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 eighteen (18) years of service shall be entitled to vacation credits at the rate of 2.50 days per month.
- (d) Employees with twenty-three (23) 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 for 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.

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 credit 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. Human Resources will notify any Employee who has reached the maximum accumulation of fifteen (15) months credit. The Employee will have two (2) weeks to notify Human Resources of his/her vacation request.
- 15.07 Staff will be notified in January and July of each year of the amount of accumulated vacation leave to their credit.
- 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(a) Pension Plan

Effective the 1st day of September, 1981, the money purchase plan was replaced by a defined benefit Pension Plan.

Employees employed prior to the 1st day of September, 1981, have the option of joining the present pension plan. Effective the 30th of August, 1982, all new employees must join the pension plan from date of hire.

Each full-time employee in the present Pension Plan shall contribute 4.0% (5.0% effective January 1, 1996) of her base salary below the Canada Pension Plan ceiling, plus 6.0% (7.0% effective January 1, 1996) of her base salary in excess of such Canada Pension Plan ceiling, provided that the contribution

during any year shall not exceed the maximum amount allowed as a deduction in computing her taxable income under the Income Tax Act, Canada. The Employer will contribute an equal amount to the employee's contribution. In addition, the Employer will pay the deficiency as determined by the Actuary as required under the Pension Benefits Act.

(b) Retirement - Ages 55-60

Employees may also retire at any time after attaining age 55, provided they have completed 2 years of Plan membership, with accrued pensions being reduced for retirement before age 60 in accordance with the following table:

Completed Years Plan M'bership	<u>ATTAINED AGE (IN YEARS)</u>					
	<u>55</u>	<u>56</u>	<u>57</u>	<u>58</u>	<u>59</u>	<u>60</u>
2 - 14	70.0%	76.0%	82.0%	88.0%	94.0%	100.0%
15	77.5	82.0	86.5	91.0	95.5	100.0
16	79.0	83.2	87.4	91.6	95.8	100.0
17	80.5	84.4	88.3	92.2	96.1	100.0
18	82.0	85.6	89.2	92.8	96.4	100.0
19	83.5	86.8	90.1	93.4	96.7	100.0
20	85.0	88.0	91.0	94.0	97.0	100.0
21	86.5	89.2	91.9	94.6	97.3	100.0
22	88.0	90.4	92.8	95.2	97.6	100.0
23	89.5	91.6	93.7	95.8	97.9	100.0
24	91.0	92.8	94.6	96.4	98.2	100.0
25	92.5	94.0	95.5	97.0	98.5	100.0
26	94.0	95.2	96.4	97.6	98.8	100.0
27	95.5	96.4	97.3	98.2	99.1	100.0
28	97.0	97.6	98.2	98.8	99.4	100.0
29	98.5	98.8	99.1	99.4	99.7	100.0
30	100.0	100.0	100.0	100.0	100.0	100.0

Employees may also continue membership in the Plan past age 65, but not beyond the end of the calendar year in which the member reaches her 71st birthday should she continue employment after age 65.

(c) Early Retirement Supplement

Employees who retire from active employment with 5 or more years of Plan membership shall receive an early retirement supplement ceasing at the earlier of age 65 or the employee's death.

The full supplement is the amount required to bring your accrued pension up to 2% of Best Average Earnings for each year of Credited Service. As an early retiree you would be eligible to receive a minimum of 25% of the supplement if you have completed 5 years of Plan Membership. The

following table shows how the supplement increases with years of Plan Membership:

<u>Completed Years Of Plan Membership</u>		<u>Percentage Of Supplement</u>
less than 5		0%
5 and less than 10	25%	
10 and less than 15		50%
15 and less than 20		75%
20 or more		100%

(d) Disability Retirement

Disability retirement prior to age 65 is also available if you have at least two years of Plan Membership and you become totally and apparently permanently disabled as defined under the Income Tax Act (Canada). The amount of pension payable is your accrued pension without any reduction at the time of disability retirement.

(e) 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.

(f) Retirement Benefits - Age 65 and Over

The Employer receives U.I.C. rebates and such monies have been deposited into a special account pursuant to a Letter of Understanding dated April 16, 1987. The unspent balance of this special account as of December 31, 1994 was \$109,221.07. Such monies shall continue to be deposited into this special account inclusive of interest thereon and will be used to provide retiree(s) with the following benefits effective July 1, 1991:

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

Employees will be notified at least one month in advance of their retirement date of their eligibility for these benefits and that they must apply for them.

In the event that the Fund is depleted, the retirees affected will be notified and reimbursement will cease.

(g) INDEXING OF PENSIONS

Effective January 1, 1995 and on January 1st of each year, contributory service benefits accrued after January 1, 1988 for each retired member or beneficiary of such member who will be in receipt of a pension benefit on and after January 1, 1995 shall be adjusted by increasing the pension benefit by a Cost-Of-Living Increase as determined as follows:

The pension benefit shall be adjusted by multiplying it by the following:

- (i) 75% of the increase in the average C.P.I. where
- (ii) the increase in the C.P.I. is capped at 10%.

Effective January 1, 1996 and on January 1st of each year thereafter, all credited service for each retired member or beneficiary of such member who will be in receipt of a pension benefit on and after January 1, 1996 shall be adjusted by increasing the pension benefit by a Cost-Of-Living Increase as determined as follows:

The pension benefit shall be adjusted by multiplying it by the following:

- (i) 75% of the increase in the average C.P.I. where
- (ii) the increase in the C.P.I. is capped at 10%.

C.P.I. means the Consumer Price Index published by Statistics Canada and "average C.P.I." means the average of the C.P.I. for each of the twelve (12) months ending with the month of October immediately preceding the January 1st on which the adjustment is to be made. No adjustment shall be made if the increase in the average C.P.I. is less than one percent (1%) or if there has been a decrease in the average C.P.I. In such event the small increase or the decrease, as the case may be, shall be carried forward to the subsequent year or years and the next adjustment shall be made when there has been a net increase in the average C.P.I. of at least one percent (1%) since the year for which an adjustment was last made. The amount by which the increase in the average C.P.I. exceeds ten percent (10%) if any, shall be ignored.

Pension benefit means normal pension benefit, early pension benefit, postponed pension benefit, disability pension benefit (provided the Member has attained at least age 55), early retirement supplement benefit proportioned to Credited Service and deferred pension benefit payable at age 65, whichever is applicable.

(h) 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.

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 (\$200 every two [2] years) 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 (100%) of the premium of Group Life Insurance in the amount of two (2) times the employee's annual gross salary up to a maximum of 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 5). 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 \$1,000.00 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.

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 Chief Operating Officer 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 proof of payment where possible. Effective January 1, 1995, 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 with 30 days following the end of each quarter.

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 cents (\$.30) per kilometre; and
 - 2) an additional amount of four cents (\$.04) per kilometre 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

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17.13 Cellular Phones

Employment Relations Officers and Arbitration Officers who provide to Human Resources proof of purchase and thereafter yearly proof of activation of a cellular phone shall be entitled to an allowance in the amount of two hundred and fifty dollars (\$250.00) per year. It is understood that the employer will not be responsible for any operating or maintenance costs in excess of the allowance paid.

17.14 Taxi Fare (Support Staff)

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

17.15 Meal Allowance (Support 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 advance 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 support staff member shall not be scheduled to work more than 35 hours per week. Any authorized hours in excess of seven (7) per day and/or 35 hours per week will be paid at time and one half.

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.

Part-time employees must complete a time sheet and forward same to Human Resources weekly on Thursdays.

18.06 Vacation

- (a) A part-time employee receives vacation pay yearly in July based on the employees gross earnings for the period July 1 of the previous year to June 30 of the current year.
- (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:

<u>Hours Worked</u>	
Up to 14,000	- 8% of gross earnings
14,000 - 25,200	- 10% of gross earnings
25,201 - 32,200	- 12% of gross earnings
32,201 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) Has 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 Compassionate Leave

A part-time employee will be entitled to compassionate 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 Pension Plan provided they meet the following eligibility requirements:

- After two consecutive calendar years in which the employee:
 - i) works at least 700 hours or
 - ii) earn at least 35% of the Canada Pension Plan Earnings Ceiling (\$12,215 in 1995)

When a part-time employee opts to participate in the Pension Plan, the percentage in lieu of fringe benefits as outlined in 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, 1995 until December 31, 1996. 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.

DATED AT TORONTO, ONTARIO THIS 6th DAY OF January, 1995

FOR THE UNION

FOR THE EMPLOYER

**APPENDIX I
ADMINISTRATIVE STAFF**

SALARY RATES EFFECTIVE JANUARY 1, 1995

CLASSIFICATION MAXIMUM	MINIMUM	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
CO-ORDINATOR 77,542.50	63,655.30	66,432.18	69,210.49	71,987.34	74,764.20
OFFICER 68,781.31	57,384.68	59,663.98	61,943.31	64,222.65	66,501.98
SYSTEMS ANALYST 58,728.93 60,878.21		50,131.84	52,281.10	54,430.38	56,579.66
PROGRAMMER ANALYST 51,746.48	43,199.03	44,908.52	46,618.00	48,327.50	50,037.00

SALARY RATES EFFECTIVE JANUARY 1, 1996

CLASSIFICATION MAXIMUM	MINIMUM	AFTER 1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
CO-ORDINATOR 79,093.35	64,928.41	67,760.82	70,594.70	73,427.09	76,259.48
OFFICER 70,156.94	58,532.37	60,857.26	63,182.18	65,507.10	67,832.02
SYSTEMS ANALYST 59,903.51 62,095.77		51,134.48	53,326.72	55,518.99	57,711.25
PROGRAMMER ANALYST 52,781.41	44,063.01	45,806.69	47,550.36	49,294.05	51,037.74

APPENDIX I (cont'd)
SUPPORT STAFF

SALARY RATES EFFECTIVE JANUARY 1, 1995

<u>GRADE AND AFTER CLASSIFICATION MAXIMUM</u>	<u>MINIMUM</u>	<u>1 YEAR</u>	<u>2 YEARS</u>	<u>3 YEARS</u>	<u>4 YEARS</u>
<u>GRADE VIII</u> 53,456.31	44,785.03	46,519.29	48,253.56	49,987.82	51,722.08
ADMINISTRATIVE ASSISTANT					
<u>GRADE VII</u> 48,146.91	39,475.63	41,209.90	42,944.16	44,678.42	46,412.68
RESEARCH ASSISTANT					
<u>GRADE VI</u> 47,797.31	39,126.00	40,860.26	42,594.50	44,328.77	46,063.03
CO-ORDINATOR, ACCOUNTING CO-ORDINATOR, DUES/MEMBERSHIP CO-ORDINATOR, ADMINISTRATIVE SERVICES P.C. CO-ORDINATOR - PROGRAMMER SECRETARY II (in charge of office)					
<u>GRADE V</u> 46,331.75	37,660.44	39,394.70	41,128.95	42,863.21	44,597.47
LIBRARY TECHNICIAN					
<u>GRADE IV</u> 43,361.77	34,690.45	36,424.73	38,158.96	39,893.23	41,627.49
ACCOUNTING & BUDGET CONTROL CLERK ACCOUNTING CLERK ACCOUNTING/DUES CLERK BUDGET/COSTING CLERK DUES PROCESSING CLERK E.D.P. OPERATOR PROGRAMMER/OPERATOR SECRETARY I WORD PROCESSING OPERATOR					
<u>GRADE III</u> 37,367.53	31,586.67	32,742.86	33,899.03	35,055.54	36,211.36
ADMINISTRATIVE SERVICES CLERK					

APPENDIX I (cont'd)
SUPPORT STAFF

SALARY RATES EFFECTIVE JANUARY 1, 1996

GRADE AND AFTER CLASSIFICATION MAXIMUM	MINIMUM	1 YEAR	AFTER 2 YEARS	AFTER 3 YEARS	AFTER 4 YEARS
GRADE VIII 54,525.44	45,680.73	47,449.68	49,218.63	50,987.58	52,756.52
ADMINISTRATIVE ASSISTANT					
GRADE VII 49,109.85	40,265.14	42,034.10	43,803.04	45,571.99	47,340.93
RESEARCH ASSISTANT					
GRADE VI 48,753.26	39,908.52	41,677.47	43,446.39	45,215.35	46,984.29
CO-ORDINATOR, ACCOUNTING CO-ORDINATOR, DUES/MEMBERSHIP CO-ORDINATOR, ADMINISTRATIVE SERVICES P.C. CO-ORDINATOR - PROGRAMMER SECRETARY II (in charge of office)					
GRADE V 47,258.39	38,413.65	40,182.59	41,951.53	43,720.47	45,489.42
LIBRARY TECHNICIAN					
GRADE IV 44,229.01	35,384.26	37,153.22	38,922.14	40,691.09	42,460.04
ACCOUNTING & BUDGET CONTROL CLERK ACCOUNTING CLERK ACCOUNTING/DUES CLERK BUDGET/COSTING CLERK DUES PROCESSING CLERK E.D.P. OPERATOR PROGRAMMER/OPERATOR SECRETARY I WORD PROCESSING OPERATOR					
GRADE III 38,114.88	32,218.40	33,397.72	34,577.01	35,756.65	36,935.59
ADMINISTRATIVE SERVICES CLERK					

APPENDIX II

LETTER OF UNDERSTANDING

RE: WORKLOAD ISSUES

1. The parties acknowledge that it is in the interest of the Association to properly address the workload concerns of ONA staff in a mutually satisfactory manner. As a result a "Workload Committee" has been established.
2. The committee will address workload concerns as agreed on a priority basis. Membership on the committee may vary depending on the section under review. The objectives of this committee have been established as follows:
 - (i) identify various solutions (alternatives) for resolving workload problems;
 - (ii) to make joint recommendations to the ONA Board of Directors for resolving the workload problems.
3. The Parties further agree that the Committee shall examine the effect of the utilization of Temporary, Sub-Contract or Agency Personnel on the effective operation of the Association and its impact on the Union.

DATED AT TORONTO, ONTARIO THIS 15th DAY OF DECEMBER, 1993

FOR EMPLOYER

FOR UNION

APPENDIX III

LETTER OF UNDERSTANDING

RE: JOINT DEPARTMENTAL MANAGEMENT MEETINGS

The Employer agrees to re-establish joint departmental management meetings on a monthly basis. The Union is invited to send two representatives to participate in the discussions.

The purpose of these meetings will be to allow the Union the opportunity to have input into changes in the operational structure of the Association that impacts on the members of the Bargaining Unit prior to presentation to the Association's Board of directors.

DATED AT TORONTO, ONTARIO THIS 15th DAY OF DECEMBER, 1993

FOR EMPLOYER

FOR UNION

APPENDIX IV

LETTER OF UNDERSTANDING

This will confirm that there are no current positions in either bargaining unit where bilingualism is a mandatory requirement.

DATED AT TORONTO, ONTARIO THIS 15th DAY OF DECEMBER, 1993

FOR EMPLOYER

FOR UNION

APPENDIX V

ONA GROUP INSURANCE MASTER PLAN