

COLLECTIVE AGREEMENT

Between:

Ontario Compensation Employees Union (OCEU)
Canadian Union of Public Employees, Local 1750

and

The Infrastructure Health & Safety Association

NOTE:

This preliminary draft is subject to updates, if any, to address errors or omissions.

January 1, 2020 to December 31, 2023

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ARTICLE 1 - PREAMBLE

- 1.1 The purpose of this Agreement is to maintain harmonious relations between the parties, to establish and maintain working conditions, hours of work and salaries with respect to employees covered by this Agreement and to provide a prompt and orderly method of solving complaints and grievances which may arise hereunder.

To promote health and safety, service excellence, financial stability, and organizational excellence, the Employer and the Union recognize that they have a mutual interest in, and a mutual obligation to maintain a constructive and cooperative relationship.

ARTICLE 2 – RECOGNITION

- 2.1 The Union recognizes the obligation of the Employer to provide services to the aggregates, construction, electrical, natural gas, ready-mix concrete, transportation, and utilities industries and the general public pursuant to its mandate to promote and provide accident prevention health and safety, in the industries we support and to achieve its goals by promoting the partnership between labour and management.
- 2.2 The Employer recognizes the Union as the exclusive bargaining agent with respect to wages, hours and working conditions for its employees in the Province of Ontario save and except, Supervisors, ~~Administrative Assistant/Budget Reporting~~, Executive Assistant to CEO and Board of Directors, and Human Resources Administrator, ~~and Editor in Chief~~.
- 2.3 Where any duties and/or title of a bargaining unit position are changed or where any duties and responsibilities of any new position to be created by the Employer are to be comprised in any part of work previously assigned to a bargaining unit position or positions and where, as a result, the Employer intends to exclude such position(s) from the bargaining unit, the Union will be informed and shall be supplied with the necessary job descriptions.
- 2.4 The Employer will provide the Union with an organization chart showing the name and title of each bargaining unit member and non-bargaining unit employee by April 1st of each year. Notification shall also include listings of the names and titles of all employees and salary grades of all bargaining unit members. Membership list shall be provided to the Union in accordance with Article 32.

BARGAINING UNIT INCLUSIONS / EXCLUSIONS

- 2.5 When the Employer intends to create a new job(s) or modify an existing job, (classified or unclassified) and the job is to be excluded from the Bargaining Unit, the Employer will follow the process below:
- a) The job description will be e-mailed to the Union.
 - b) Where information has been provided under a) above and the Union wishes to dispute or seek a better understanding of the exclusion of a specific job(s), the Union designate will formally communicate to the President/CEO (or designate) the need for a meeting. This meeting may include operating management representative(s) and will take place as soon as possible after the information is provided under point a) above.

- c) Notwithstanding the pending meeting, management may, at their discretion, post and fill the disputed job. However, the Union's rights are not in any way restricted by this action.
- d) Where there is no agreement as to whether the job is to be non-bargaining unit (NBU) or bargaining unit (BU) by the end of the meeting between the President/CEO (or designate) and the Union designate, the disagreement will be processed as outlined below:

- e) Dispute Process

Where there is no agreement as to whether the job is to be non-bargaining unit (NBU) or bargaining unit (BU) by the end of the meeting between the President/CEO (or designate) and the Union designate, the disagreement will be processed as outlined below:

- i) Within ten (10) working days refer the issue to a mutually agreed third party (Arbitrator) for a final and binding decision, or refer the issue to the Labour Relations Board for a final and binding decision.
 - ii) To minimize costs to both parties, arbitration hearings will be convened wherever possible, on the Employer's premises.
 - iii) A dispute heard in one forum cannot then be retried in the other forum.
- f) The costs of administering the arbitration process will be equally shared between the Union and the Employer.
 - g) It is not the Employer's intent that non-bargaining employees perform work normally performed by employees covered by this agreement except in cases of emergency or for purposes of training.

ARTICLE 3 - RELATIONSHIP

- 3.1 The Employer and the Union agree that there will be no discrimination, interference, restraint or coercion exercised or practiced by it or its representatives against any employee because of membership or non-membership, or activities or lack of activity in the Union.
- 3.2 The Union agrees that there will be no meetings on the Employer's premises except as approved by the Employer or as otherwise provided herein and that no union activity other than those activities specifically permitted by this Agreement to take place during working hours, shall be undertaken by an employee during the employee's working hours if, in the opinion of the Employer, the union activity is interfering with the employee's regular duties.
- 3.3 IHSA owned &/or issued communication devices, including, but not limited to, IHSA corporate email, laptops, cell phones, smart-phones, shall not be used for the purpose of any Union activity, whether in whole or in part that does not directly involve the Employer, with the exception of such activity involving, Union ~~Representatives Stewards &/or Union Executive~~, including their specific communication with bargaining unit members.
- 3.4 In view of the orderly procedures established by this Agreement and provisions of the Labour Relations Act, the Union and employees agree that there will be no strike during the term of this Agreement. The Employer agrees that there shall be no lockout by it during the term of the Agreement.
- 3.5 Both parties agree that each shall act in a reasonable manner in exercising their respective rights in the administration of this Collective Agreement.

ARTICLE 4 - MANAGEMENT RIGHTS

4.1 The Union recognizes the right of the Employer to operate and manage its business in all respects except as specifically limited by an express provision of this Agreement. The Union recognizes and agrees that except as modified by the terms of this Agreement, all rights and prerogatives are retained by the Employer and remain within the rights of the Employer and its management. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer:

- a) To maintain order and efficiency in the development and delivery of its services, in its staff, in its facilities and in its operations. The Union further recognizes the right of the Employer to determine office location; the products and services to be developed and delivered; the manner of their development and delivery; the scheduling of all work; organizational structure; staff complement and the employees, methods, processes, procedures and means involved in its operations and in the development and delivery of all of its products and services.
- b) To hire, transfer, assign, and promote, and layoff employees. The Union also acknowledges the right of the Employer to suspend, discharge or otherwise discipline employees for just cause subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided to make and, from time to time, alter rules and regulations to be observed by employees.
- c) To set and, from time to time, alter the duties of the job, the mix of job duties and the manner of performing the job duties.
- d) To request a criminal check, only if requested in writing and with legitimate justification by a client. The Employer will incur all costs associated with the criminal check.

In all circumstances, the Employer's right to operate, manage its business, establish rules and regulations, which shall not be inconsistent with the provisions of this Agreement.

ARTICLE 5 – GRIEVANCE PROCEDURE, GRIEVANCE MEDIATION AND ARBITRATION

RECOGNITION OF UNION REPRESENTATIVES

- 5.1 a) In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Representatives. Members of the committee, as noted under 5.4 may assist any employee, which the union represents in preparing and presenting the employee's grievance in accordance with the grievance procedure.
- b) The Union Representative will notify the appropriate supervision prior to any grievance meeting(s).

UNION REPRESENTATION

- 5.2 The Employee(s) will be represented by a Union Representative assigned by the Union at each stage of the grievance procedure.
- 5.3 The Union shall notify the Employer, in writing, of the name of each Union Representative and the location he or she represents and the name of the Chief Steward.
- 5.4 The Employer will recognize eight (8) Union Representatives as follows, who comprise of the Union Committee:

Coordinator / Division Director	Senior Stewards	Unit Stewards	Other Unit Advisory Positions
1	1	4-6	2

* Not including the OCEU executive board members

- 5.5 A member of the OCEU executive board and/or a CUPE National Staff Representative shall be permitted to appear in the place of the local Union Representative at any stage of the grievance procedure.
- 5.6 Similarly, one of these Union Representatives, a member of the OCEU executive and/or a CUPE National Staff Representative shall be permitted to accompany a new Union Representative for the purposes of training.
- 5.7 A Union Representative(s), inclusive of Article 5.6 shall be permitted to handle grievances without loss of salary or benefits.

DEFINITION

- 5.8 It is the intent of this Agreement to address as quickly as possible any complaints or differences between the parties arising from the interpretation, application, administration or alleged contravention of this Agreement including any question as to whether a matter is arbitral. In such cases the procedure set out below will be followed.

DAYS

- 5.9 "Day(s)" shall mean "working day(s)" unless otherwise expressed in this Collective Agreement and shall include all day's exclusive of Saturdays, Sundays and designated holidays.

The time limits contained in this Article may be extended on a case by case basis by mutual agreement of the parties in writing.

COMPLAINTS

- 5.10 An employee who believes he or she has a complaint or a difference with the Employer shall initiate discussion, either verbal or written, detailing the nature of the complaint or difference, with his or her supervisor. The discussion will take place within ten (10) working days of first becoming aware of the complaint or difference. While it is recognized that all workplace parties encourage resolution of complaints or differences with their immediate supervisor it is also recognized that the employee is entitled to request union representation where the employee feels Union support or assistance is specifically required.
- 5.11 If any complaint or difference is not satisfactorily settled by the supervisor within ten (10) working days, it may proceed to step 1 under Article 5.16.
- 5.12 In any complaint where a Union Representative of the Canadian Union of Public Employees / Ontario Compensation Employees Union, Local 1750, is not involved in a complaint stage, the rights of the Union ~~under this agreement~~ shall not be adversely affected in any future grievances dealing with the same or similar matters.

GRIEVANCES

- 5.13 The Union has carriage of their grievances at all steps of the grievance procedure.

- 5.14 An Employee(s) who has a grievance and is required to attend meetings arranged at Step Numbers 1 and 2 of the Grievance Procedure shall be given time off without loss of pay or credits to attend such meetings. This Section shall also apply to one (1) Employee who is a Union Representative who is authorized to represent the grievor.
- 5.15 The Employer shall provide the necessary facilities for grievance meetings.

STEP NO. 1:

- 5.16 It is understood that an employee does not have a grievance unless he or she has met the requirements of Article 5.10. The Union may file a grievance, in writing, signed by both the grievor and the Chief Steward or designate, with the supervisor within fifteen (15) days of the date the Employee received (or should have received) a response to the complaint.
- 5.17 The Vice President or his or her designate will hold a meeting in person or by teleconference with the Union and the grievor, within fifteen (15) working days of the receipt of the grievance and will give the Union and the grievor their decision in writing within fifteen (15) working days of the meeting.

STEP NO. 2:

- 5.18 If the grievance is not resolved under Step No. 1, the Union may submit the grievance to the President & CEO, or his or her designate, within fifteen (15) working days of the date the Union received (or should have received) the decision under Step No. 1.
- 5.19 The President & CEO, or his or her designate, shall hold a meeting in person or by teleconference with the Union and employee if they wish to participate within fifteen (15) days of the receipt of the grievance and shall give the Union a decision in writing within fifteen (15) days of the meeting. The Employer will grant leave of absence to attend such meeting without loss of salary or benefits.

ARBITRATION

- 5.20 Where a grievance arises out of a difference between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where a grievance alleges that this Agreement has been violated, either of the parties may, after exhausting the grievance procedure established by this Agreement, shall notify the other party, in writing, of its desire to submit the grievance to arbitration. Such notice shall be given within thirty (30) working days of the receipt of the decision provided for in Step No. 2 of

the grievance procedure.

- 5.21 The parties shall, within ten (10) working days of such notice, meet to agree on the appointment of a sole Arbitrator. If the parties fail to agree on the appointment, the appointment shall be made by the Minister of Labour upon request of either party.
- 5.22 The Arbitrator shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the parties and upon any Employee affected by it. The Arbitrator shall not have the power to alter, modify or amend any part of this Agreement, or to give any decision inconsistent with the terms and provisions of this Agreement.
- 5.23 The fees and expenses of the Arbitrator shall be shared equally by both parties.
- 5.24 Employees whose attendance is required by the Arbitrator shall be granted leave from work and the time shall be considered time worked.
- 5.25 Any time limits mentioned in the grievance and arbitration procedures shall exclude Saturdays, Sundays as well as any ~~and Statutory~~ Holidays and closure set out within Article 12 and may be extended by mutual agreement.
- 5.26 No person shall be appointed as an Arbitrator who has been involved in any attempt to negotiate or settle the grievance, unless the Employer and the Union agree otherwise.
- 5.27 A bargaining unit member who is the subject of a grievance or complaint shall be allowed leave of absence without loss of pay or credits if he or she is required to be in attendance by the Arbitrator.

GRIEVANCE MEDIATION

- 5.28 The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, notwithstanding 5.20 above, that the parties may upon written mutual agreement, engage the services of a mediator in an effort to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

STAFF ASSISTANCE

5.29 The Employee may be accompanied and represented by one (1) employee who is a Union Representative, and may also be represented by an OCEU executive member and/or CUPE National Representative at each stage of the grievance procedure and the management representative may have staff assistance present.

The Employer supports the concept of equal representation at grievance meetings and will notify the Union in advance regarding the amount of employer representatives expected to attend.

5.30 The Employer shall pay one hundred percent (100%) of the cost of the travel, accommodation and meal expenses to attend each step of the grievance procedure up to and including mediation and/or arbitration. The Employer shall, in addition, pay one hundred percent (100%) of the wages and employer-paid benefit costs for one (1) Union Representative to accompany the grievor in these meetings. The Union will reimburse the Employer for all travel expenses of the Union Representative accompanying the grievor and for the expenses, wages and employer-paid benefit costs of any other Union Representative, or officer or bargaining unit member required to be at the meeting.

DISMISSAL

5.31 A probationary employee who is dismissed or released shall not be entitled to file a grievance, related to the termination of their employment, unless the probationary employee has been terminated in violation of the Human Rights Code.

5.32 Employees shall be entitled to union representation in a meeting with the Employer, the purpose of which meeting is either formal disciplinary action or an investigative meeting which could potentially lead to formal discipline or dismissal action.

5.33 Dismissal and discharge grievances will be heard at Step No. 2 of the grievance procedure provided they do so within twenty (20) working days of the date of dismissal.

POLICY GRIEVANCE

5.34 Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the Agreement, the Union and/or the Employer shall both be entitled to file a grievance at Step No. 2 of the grievance procedure providing it is done within twenty (20) working days following the occurrence or origination of

the circumstance giving rise to the grievance.

GROUP GRIEVANCE

- 5.35 Where a number of employees have the same grievance, the union may present a group grievance, signed by the Chief Steward or designate. Such written grievance shall be filed at Step No. 2 of the grievance procedure provided it is filed within twenty (20) days following the occurrence or origination of the circumstance giving rise to the grievance.

JOB POSTING GRIEVANCE PROCEDURE

- 5.36 Where a grievance arises as a result of the job posting and/or selection procedure in Article 8, such grievance shall be filed directly at Step No. 1, with the department Vice President, or his or her designate, of the department for which the position vacancy was posted provided it is submitted within fifteen (15) working days of the grievor being formally notified by Human Resources.
- 5.37 As soon as possible but not less than five (5) days prior to the Step No. 1 meeting, the Employer will provide the Union with the selection documents for the successful candidate and the grievor along with the marking matrix and where applicable, suggested answers, all posting documentation as noted in Article 8, and any interview records/notes or information known that affected the procedure.

REPRESENTATIVE OF THE NATIONAL UNION

- 5.38 At the request of either party a representative of the National Union may be present and represent the grievor at any step of the grievance procedure provided all time limits are adhered to.

DISCLOSURE

- 5.39 The parties agree to the principles of early and mutual disclosure to facilitate timely resolutions of grievances.
- 5.40 At any point during the grievance process, either party can request disclosure of particulars or documentary evidence from the other party. The party receiving the request shall make reasonable efforts to provide the requested disclosure within ten (10) working days of receiving the request, unless the party receiving the request believes that disclosure is not warranted due to

reasons of privacy or confidentiality.

- 5.41 If disclosure is not provided, the party not receiving disclosure shall have the right to seek an order for disclosure through the Arbitration process.

ARTICLE 6 - DISCHARGE AND DISCIPLINE

- 6.1 When a Supervisor meets with an employee to advise of disciplinary action or meets with an employee to investigate a matter that is anticipated to lead to discipline, the employee will be advised of the nature of the meeting, verbally and in writing, and that they have the right to Union representation in advance of the initial meeting. In a manner consistent with the principles of procedural fairness, the allegations, and a summary of the complaint, if applicable, shall be shared with the Union and employee, during the course of the investigation process. In the event of an employee's impending discharge, the Union will be given advance notice of such action.
- 6.2 An Employee who is suspended or dismissed shall be advised, in writing by the Employer. A copy of the letter will be sent to the Union. The Union shall be entitled to file a grievance at Step No. 2 of the grievance procedure, provided he or she does so within twenty (20) working days of the date of receipt of the letter advising the employee of his or her suspension or dismissal.
- 6.3 An Employee will receive a copy of disciplinary letters when they are being placed in the employee's file.
- 6.4 Where a grievance arises out of any disciplinary action or discharge, the Employer will provide the Union with the facts on which the decision was based upon receipt of the written grievance.
- 6.5 Records of disciplinary actions shall be removed from an Employee's record after one (1) year of active employment from the date, which discipline is imposed, provided there has been no similar offence in that period with the exception of any incidence relating to Sexual Harassment or Violence in the Workplace which may become a part of the Employee's record for three (3) years. In the event of a similar offence, the time for the application of this section shall be counted from the date of the succeeding offence.
- 6.6 When an employee is absent in excess of four (4) or more consecutive working days, they may, at the discretion of the Employer, be discharged for not providing a justifiable reason or for not notifying the Employer, unless giving such notice was not reasonably possible.
- 6.7 Where an employee fails to return to work, without just cause, following a layoff within ten (10) working days of being notified to do so, by registered mail and in writing electronically, whereby the Employer may, at its discretion terminate the employment relationship. In the event where the employee is notified, by means in addition to registered mail,

the Employer shall swear an affidavit confirming and indicating the delivery of the written notice. It shall be the responsibility of the employee to keep the Employer informed of his or her current address and contact information.

- 6.8 Where an employee is laid off for a period longer than twelve (12) months, or for a period longer than that of the employee's seniority, in the event that his or her seniority at the time of layoff is less than twelve (12) months, whereby the Employer may, at its discretion terminate the employment relationship.

ARTICLE 7 – SENIORITY

SENIORITY DEFINITION

- 7.1 For all employees in the bargaining unit ~~as of October 5, 2010~~ seniority, as referred to in this Agreement, shall be based upon and shall mean length of continuous service of the employee in the bargaining unit with the Employer or predecessor Employer. ~~The seniority of all bargaining unit employees as of October 5, 2010 shall be dove-tailed. For all new bargaining unit employees subsequent to October 5, 2010, seniority, as referred to in the Agreement, shall be defined as the length of continuous service in the bargaining unit.~~
- 7.2 Seniority is attained on the successful completion of the employee's probationary period, at which time his or her seniority shall be effective from the most recent date of employment with the Employer.

PROBATIONARY EMPLOYEES

- 7.3 A newly hired Employee shall be on probation for a period of one hundred and thirty (130) days worked from the date of hiring. A newly hired Employee will be given a written performance review on or about the midpoint of their probationary period.
- 7.4 Probationary employees shall be covered by the provisions of this Agreement except in the intended discharge of a newly hired probationary employee. The Employer has full rights to discharge a newly hired probationary employee, if in the opinion of the Employer, the Employee does not meet the reasonable standard required of the employees in the same job by the Employer.

Such discharge cases will not be subject to the Grievance or Arbitration procedure, unless Article 5.31 applies.

CONTRACT HIRES

- 7.5 Effective January 1, 2018 any new employee or non-bargaining unit individual entering a position within the bargaining unit will accumulate seniority from the most recent date of hire into the bargaining unit including contract employees. Contract employees who are hired to a permanent or another contract position will be considered to have continuous service provided there is no more than a fifteen (15) working day break between the expiration of the contract to the start date of the new job. ~~However,~~

~~contract employees will be subject to the probationary period set out at Article 7.3 upon the date that they become a permanent employee.~~

NO ACCURALOF SENIORITY

- 7.6 Seniority will not accrue during periods of layoff.
- 7.7 Seniority will not accrue after the 60th working day of an unpaid leave, excluding statutory leaves.
- 7.8 Seniority will not accrue after one hundred sixty (160) working days during a temporary assignment outside of the bargaining unit.

LOSS OF SENIORITY

- 7.9 An employee will lose seniority and continuous service if the employee:
- a) Is discharged and the discharge is not subsequently reversed
 - b) Voluntarily terminates employment in writing.
 - c) Retires
 - d) Permanently transfers out of the bargaining unit for more than sixty (60) working days.

SAME SENIORITY DATE - TIE BREAKING RULES

- 7.10 Where two or more employees have the same seniority date, the following hierarchy will be used to determine who has greatest seniority.
- a) Take the month and day (but not year) of the birthday of the employees and the employee with the later birthday, would have the greatest seniority.

Example: as between March 21 and April 1, the second employee would have seniority. If this does not break the tie, then;

- b) The Employee with highest randomly assigned employee identification number (ID) will have the greater seniority.

SENIORITY LIST

- 7.11 The Employer shall maintain a seniority list showing the seniority of each employee. An up-to-date list shall be sent to the Union and posted on the Employer's intranet website in January and July of each year.

ARTICLE 8 - VACANCIES, PLACEMENTS, PROMOTIONS & TRANSFERS

- 8.1 When a vacancy of a permanent nature occurs of an existing position and is expected to exceed sixty (60) working days, or a new permanent position is created within the bargaining unit, the position will be filled as follows:
- a) In accordance with Article 9, Technological and Organizational Change and Layoff, first consideration will be given to placing employees occupying the same or higher salary classification within the bargaining unit who are affected by organizational or other changes, which have resulted, or are likely to result, in a reduction of the work force.
 - b) The placement of employees referred to in Article 8.1(a) shall be on the basis of seniority, provided the employee has the **minimum similar qualifications requirements** and abilities to perform the required duties in a competent manner or can obtain them within sixty (60) worked days familiarization period.
 - c) The Employer shall make every reasonable effort to accommodate and where necessary provide suitable alternate employment to an employee who is unable to perform his or her normal duties for any obligation under the Ontario Human Rights Code.
 - d) Where a suitable vacancy does not exist the matter will be discussed by the Employer and the OCEU Executive.
 - e) Subsequent to these considerations, all vacancies shall be posted on designated bulletin boards and e-mailed to each employee not less than ten (10) working days prior to closing of said posting.
 - f) Successful applicant(s) shall be notified within six (6) weeks of the closing date of the posting. The job shall be filled within ten (10) working days of the offer.

INFORMATION ON POSTINGS

- 8.2 All postings shall be dated and shall set out the following;
- a) Position and Title
 - b) Number of vacancies
 - c) Geographic location
 - d) Corporate office, Client-based, Home-based (see. Art. 29.13)
 - e) Salary grade and salary range
 - f) **Minimum qualifications requirements** consisting of required

knowledge and/or experience, education, and skills of the position

- g) Minimum threshold Score
- h) Closing date of the posting.

SCREENING APPLICANTS ~~ELIGIBILITY TO APPLY FOR POSTINGS~~

- 8.3 Consideration for a posted vacancy will be given to any employee who has demonstrated through their application they meet the minimum qualifications requirements and ability to perform the required duties in a competent manner and which employee has completed their initial twelve (12) months of continuous active service, once only.

ASSESSING APPLICANTS

- 8.4 All applicants with seniority, who meet the established minimum requirements of the job, shall be granted an interview with the hiring party and provided a work sample if applicable.

Where an interview and any additional assessment tools are used, candidates will be graded on their combined score.

- 8.5 Employees without seniority, who meet the established minimum requirements of the job, will only be considered if a vacancy exists after all the applications of applicants with seniority have been fully processed.
- 8.6 All internal and external applicants will be assessed using the same selection tools.

PROMOTIONS

- 8.7 Candidates that meet the minimum threshold will be considered Qualified Candidates. Where the number of Qualified Candidates is:
- a) The same as the number of posted positions, the positions will be filled by the Qualified Candidates.
 - b) Greater than the number of posted positions then the selection of the successful candidate is based on the grading achieved through the selection tools and choosing the highest-ranking candidate unless the scores are relatively equal within five percent (5%) then seniority becomes the determining factor.

Application:

- *When the top scorer achieves more than 5% above any other applicant and is awarded a position, the employee is no longer competing for the remaining vacancies, if any.*
 - *The comparison then must be between the remaining qualified candidates.*
 - *Where applicants achieve or surpass the threshold and are within a relatively equal range of 5% (e.g. 70% to 74%) seniority shall be the determining factor.*

When the number of Qualified Candidates is less than the number of posted positions, the Employer will then use the same process to select employees without seniority and external candidates, in this order, until all vacancies are filled.

ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

8.8 Both parties recognize the principle of promotion within the service of the Employer. Therefore, in making staff changes, transfers or promotions, shall be on the basis of seniority, provided the employee has the qualifications and ability to perform the required duties in a competent manner.

TRIAL PERIOD

8.9 The successful applicant will be placed in a new position and will be considered to be "on trial" for a period of sixty (60) working days or such longer period as mutually agreed by the Employer and OCEU Executive. If during that time, in the opinion of the Employer, the employee is unsatisfactory, or if the employee so requests, he or she shall be returned to his or her former job, if a vacancy exists. If a vacancy does not exist, the employee will be returned to their salary classification and placed in a position for which the employee is qualified without loss of seniority.

TEMPORARY ASSIGNMENTS

8.10 A work assignment is considered to be temporary if, at its commencement, the assignment is expected to last one year or less. It cannot have either the purpose or the effect of providing long-term employment related to the normal and permanent activity of the Employer. It may only be used for the execution of a precise, temporary

task called a temporary assignment.

- 8.11 Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, the employee shall retain his or her rights and obligations under the Collective Agreement.
- 8.12 Temporary assignments under this Article shall be limited to a maximum of twelve (12) consecutive months.
- 8.13 A temporary assignment which exceeds twelve (12) months will be deemed of a permanent nature and shall be filled in accordance with Article 8 unless an extension is mutually agreed upon by the Union.
- 8.14 When a vacancy of a permanent nature occurs and is not filled as a result of an internal posting, contract employees', who meet the requirement of the posting will be considered for the position prior to an external hire.

TRANSFERS OUTSIDE THE BARGAINING UNIT

- 8.15 a) No employee shall be transferred to a position outside the bargaining unit without his or her consent. Employees in a temporary or permanent position outside of the bargaining unit shall have a trial period of sixty (60) working days. If during that time, in the opinion of the Employer, the employee is unsatisfactory, or if the employee so requests, he or she shall be returned to his or her former job, if a vacancy exists. If a vacancy does not exist, the employee will be returned to their salary classification and placed in a position for which the employee is qualified without loss of seniority. (see Article 7 for seniority application)
- b) Temporary Position:
An employee who is appointed by the Employer to a position outside the bargaining unit for a specific temporary period only, not to exceed twelve (12) months or such longer period as mutually agreed by the Employer and OCEU Executive, shall be entitled to return to their salary and a comparable position, within the bargaining unit.
- c) Permanent Position:
If an employee accepts a permanent position outside of the bargaining unit, they may only return to the bargaining unit if he or she is not confirmed during the trial period.

NOTIFICATION TO THE EMPLOYEE AND UNION

8.16 Unsuccessful candidates shall be contacted to advise them of this fact prior to the announcement of the name of the successful candidate.

Unsuccessful candidates may request a post interview to assist employees in identifying self development opportunities by discussing the following information with the candidate:

- work sample, assessment tools, interview questions and candidate's answers.

8.17 The Union shall be notified monthly in writing, of all changes in classifications, hiring, layoffs, recalls, temporary assignments, temporary employees and terminations of employment.

JOB SELECTION PREPARATION

8.18 The parties share a common interest to provide all applicants an equal opportunity to prepare for the recruitment/selection process.

The Employer will make the following available to employees to assist with preparing for a job competition:

- Drafting a resume
- Preparing for an interview and responding to interview questions

ARTICLE 9 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE AND LAYOFF

DEFINITION

- 9.1 For the purposes of this Agreement, "technological and organizational change" means the introduction of equipment, material, work functions, processes and methods, organization and geographic location, significantly different from that previously utilized.

Significant is deemed as "may reasonably be expected to produce a substantial and demonstrably adverse impact on a member of the bargaining unit's condition of employment".

ADVERSE EFFECTS TO BE MINIMIZED

- 9.2 In introducing technological and organizational changes, the Employer will make every reasonable effort to minimize adverse effects on employees caused by such changes.

ADVANCE NOTICE AND INFORMATION

- 9.3 Significant technological and/or organizational change will be introduced after the Union and the Employer have consulted in an attempt to minimize the impact to employees caused by such changes. If there is failure to agree, the matter shall be subject to grievance and arbitration.

- 9.4 When introducing significant technological or organizational change, the Employer shall notify the Union at least twenty (20) working days prior to the change. The Employer shall provide the Union with written notice as to the nature of the change, date of change, job titles, location, name and seniority date of employees likely to be affected and the expected effect on employees and job descriptions and salary grades for all new or changed jobs as approved.

CONSULTATION

- 9.5 The Union and the Employer shall meet at either party's request with the intent of reaching agreement in good faith regarding any special provisions that may be necessary to assist affected employees beyond those contained in the Collective Agreement.

IDENTIFICATION OF AFFECTED EMPLOYEES

- 9.6 In notifying the Union in accordance with paragraphs 9.3, the Employer shall identify and advise those employees affected by the change:
- a) Those whose present jobs will be significantly changed.
 - b) Those whose jobs will become redundant.

TECHNOLOGICAL AND ORGANIZATIONAL CHANGE PROCESS

- 9.7
- a) Where, as a result of significant technological or organizational change, an employee's present position is redundant, the following will apply in the following sequence:
 - i) the employee is placed in a vacant position under the terms of Article 8.1 or,
 - ii) The employees within the classification impacted, shall be offered Voluntary Exit as set out in 9.8, or
 - iii) displace a junior employee as set out in Article 9.20; or,
 - iv) accept severance as out lined in Article 9.15
 - b) Where, as a result of significant technological or organizational change, an employee's present position is significantly changed, requiring modified skills, such employee shall be provided with the opportunity to familiarize themselves with the new tasks. The Employer will provide a period not to exceed sixty (60) working days for familiarization period during which time the employee must acquire the skills required in the changed position. This training/familiarization shall be at the expense of the Employer and, where practical, take place during normal working hours.

9.8 VOLUNTARY EXIT WILL APPLY AS FOLLOWS:

1. Voluntary Exit offer shall be extended by the Employer when the job content has been modified resulting in a salary grade reduction or relocated to another geographical location.
2. Voluntary Exit offers may be extended by the Employer when the job content has been modified or enhanced, where the salary grade remains the same or higher and the fundamental nature (core features) of the work is similar however:
 - a) Where the number of positions has been reduced the number of Voluntary Exit offers will be no more than the amount of positions being declared redundant.
 - b) The employee with the most seniority in the department will be offered a Voluntary Exit before the least senior employee of the

same department is given notice of redundancy.

3. Prior to issuing notice of layoff pursuant to Articles 9.7 and 9.13 in any classification(s), the Employer will consider early retirement allowance to a sufficient number of employees eligible for retirement under the ~~Workplace Safety and Insurance~~ Employee Pension Plan within the classification(s) in order of seniority, to the extent that the maximum number of employees within the classification who elect ~~early~~ retirement is equivalent to the number of employees who would otherwise receive notice of layoff under article 9.13.
4. Bridging – The Employer will provide an early retirement Bridging payment in accordance with Article 9.7 to employees who voluntarily retire or resign prior to attaining an unreduced pension. This will apply only to employees who have reached fifty-five (55) years of age with at least twenty (20) years of service*. Payment of this Bridging payment will be made either as a monthly payment or as a one-time lump sum payment at the Employee's discretion. Employees choosing this option will receive Twelve dollars and fifty cents (\$12.50) payment per month per year of service.
 - If paid on a monthly basis it shall continue until the employee is eligible for an unreduced pension, or the death of the retiree, whereupon it is transferred to their estate.
 - Example: twenty (20) years of service x \$12.50 = \$250.00 per month). This will continue until the employee would have normally qualified for an unreduced pension.

*Service refers to employment with CSAO, THSAO, E&USA and IHSA.

- 9.9 At any time during the sixty (60) working days set out in Article 9.7 b), an employee who so requests may discontinue his or her position as per Article 9.7 b) with ten (10) working days' notice. If at any time during the sixty (60) working days familiarization period the employee is unable to acquire the skills required in the changed position, they will be considered eligible for severance as per 9.15.

TRANSFER ARRANGEMENTS

- 9.10 An employee affected by technological or organizational change who is unable to acquire the required skills through retraining, shall be given consideration for vacant positions under article 8.1.

INCOME PROTECTION

- 9.11 a) Where an employee is placed under paragraph 8.1 or paragraphs 9.19 or 9.20 into a position with a lower salary grade than his or her former permanent position, and the employee's current salary is higher than the maximum salary of the lower salary grade, for a period of three (3) years, the Employer will maintain his or her salary and the affected employee will not be eligible for general salary increases until their salary falls within the salary range of the lower position. However, the affected employee will receive fifty percent (50%) of general salary increases as a lump sum payment which will not be folded into their weekly salary. The date for lump sum payments will be the first pay following the anniversary date of each general increase.

After the three (3) year period, the employee's salary will be adjusted to the maximum salary within the salary scale of the position they are occupying.

No employee will have their actual salary reduced at the time of implementing an organizational and/or technological change.

- b) Where an employee voluntarily accepts a transfer to a position that is rated in a lower salary grade, he or she will move to the salary grade of the new position effective the date of the transfer.

DISPLACEMENT OF CONTRACT AND PROBATIONARY EMPLOYEES

- 9.12 No permanent employee will be laid off without the opportunity to displace a contract or probationary employee performing work for which the permanent employee meets the established minimum requirements. The contract or probationary employee will be terminated, and if both existed in the same position the contract employee would be terminated instead of the probationary. In the case of a contract employee, the affected employee will assume the work as a permanent employee in a temporary assignment for the duration of the contract, and in the case of a probationary employee, the affected employee will assume the work as a permanent placement.

NOTICE OF LAYOFF

- 9.13 If it is necessary to lay off any employee, the following notice shall be:

- i) An employee with less than five (5) years' service, but more than six (6) months' service, shall be given four (4) weeks' notice;
- ii) An employee with five (5) years or more service, but less than ten (10) years' service, shall be given eight (8) weeks' notice;
- iii) An employee with ten (10) years or more service shall be given twelve (12) weeks' notice.

Copies of all such notices shall be sent to the Union.

9.14 The Employer may, at its discretion, provide pay in lieu of notice. Employees affected by Article 9.13 will be paid in accordance with regular payroll practices such that they are kept on the payroll for the applicable length of notice period based on tenure, and during that time shall retain seniority and be eligible to apply for any posting during the same notice period.

9.15 If an employee declines displacement under Article 9.20 in lieu of layoff at any time during the recall period provided under paragraphs 9.21 and 9.22 and elects to receive immediate severance, he or she shall be entitled to severance pay as follows:

- a) An Employee who is laid off shall receive two and one-half (2.5) weeks of severance pay for each year of service. Severance pay which is separate from exit benefits, as exit benefits include, but are not limited to service credits and vacation credits.
- b) Effective October 12, 2011 employees hired subsequent to ratification shall receive severance pay to a maximum of fifty-two (52) weeks' pay.
- c) An employee in a job not affected by an Organizational or Technological Change may volunteer their position to be considered for elimination or matched to employees in a different job who have received notice under Article 9. If the Employer accepts the offer they shall receive two and one-half (2.5) weeks of severance pay for each year of service to a maximum of fifty-two 52 weeks of pay, plus the normal cash payout of exit benefits, which include, but are not limited to service credits and vacation credits.
- d) All permanent Employees who are laid off by the employer and have completed two years of service are entitled to a reimbursement of up to four thousand (\$4,000.00) dollars for retraining upon receipt of an invoice and proof of successful completion of the course for a period of eighteen (18) months from the last day of employment or job counselling up to a maximum of two thousand (\$2,000.00) to be paid by the Employer upon receipt of an invoice for a period of six (6) months from the last day of employment.

9.16 If an employee cannot displace another employee under paragraph 9.20

and elects, at any time during the recall period provided under paragraphs 9.21 and 9.22, to receive immediate severance, he or she shall be entitled to severance pay as per 9.15 (a) and a retraining allowance as in 9.15 (d).

9.17 The Employer shall continue to pay benefit premiums (both the employee's share and the Employer's share) under the following plans for the duration of the recall period to a maximum of twelve (12) months:

- a) Employee Basic Life Insurance
- b) Dependent Life Insurance
- c) Accidental Death and Dismemberment Insurance
- d) Extended Health Care and Vision Care
- e) Dental Care

9.18 Where an employee elects under paragraphs 9.15 to be paid severance pay forthwith, the employee shall be deemed to have abandoned their right to be recalled.

REASSIGNMENT IN LIEU OF LAYOFF

9.19 An employee shall not be placed on layoff while there is another employee in the same department, or as the case may be, who:

- a) Is in the same or another classification or position in which the employee has served satisfactorily within two (2) years prior to the layoff; or if there be no such classification, then in any other position for which the employee is qualified in respect of the normal requirements of that position as set out in 8.1(b), such employee shall be subject to the familiarization period as set out in 9.7 (b), and
- b) Has similar qualifications, and
- c) Has less seniority.

9.20 If no position is available under paragraph 9.19, an employee will then be given the option of displacing any employee in the bargaining unit provided the criteria set out in paragraph 9.19 are satisfied as an alternative to accepting layoff such employee shall be subject to the familiarization period as set out in 9.7 (b).

RECALL FOLLOWING LAYOFF

9.21 Where a permanent employee is placed on layoff and his or her former position, or another position for which he or she is qualified, becomes vacant within one (1) year after being placed on layoff, the Employer

shall notify the employee at least twenty (20) calendar days prior to its being filled. A copy of the employers notice shall be sent to the Union.

- 9.22 Such employee(s) shall be recalled into the vacant position if he or she applies for the position within the stipulated time and no other employee who has similar qualifications and has greater seniority applies.

CONTINUITY OF SERVICE

- 9.23 Upon recall after layoff, the period of absence due to layoff shall not be computed in determining the length of service, and the service before and after the period of layoff shall be deemed to be continuous.

ARTICLE 10 - HOURS OF WORK

- 10.1 ~~Employees working at any of IHSA's corporate offices ("Corporate Staff"), which as of the date of this Agreement, includes CHSI, Voyager and (SDC).~~

The hours of work for shall consist of thirty-five (35) hours per week, Monday through Friday. ~~Up to one (1) unpaid hour lunch break.~~

Employees may work between the hours of 7:00 a.m. and 6:00 p.m., in one half hour intervals, at the Employer's discretion. It is understood that the Employer will normally schedule the Employee's hours of work within these hours. No reasonable request made by an employee to alter the hours of work will be denied without proper justification.

~~For all other employees covered by this agreement, the hours of work will normally consist of, thirty-five (35) hours per week Monday to Friday, with up to a (1) hour unpaid lunch break.~~

- 10.2 It is understood that other arrangements regarding hours of work and overtime, including time balancing, may be entered into between the parties on a local level with respect to variable workdays or variable work weeks.

LUNCH AND REST PERIODS

- 10.3 The unpaid lunch period consists of one (1) hour unpaid per day and the rest period consists of fifteen (15) minutes paid in the first and second half of each day's work schedule.

DAYS OFF

- 10.4 There shall be two (2) consecutive days off which shall be referred to as scheduled days off, except that days off may be non-consecutive if agreed upon between the employee and the Employer.

FLEX DAYS OFF

- 10.5 There shall be Flex Days for staff designated as ~~Corporate Office Employees~~ staff assigned to the IHSA Corporate office.

This provision shall be managed under the following conditions:

- a) Normal business hours for inside staff total seventy (70) working

hours over ten (10) working days. ~~Inside Corporate office staff locations~~, have the opportunity to work this time during a nine (9) day period, having the tenth (10) day off.

- b) ~~Staff who participate in any work from home arrangement are not eligible to participate in the program identified in Article 10.5 a).~~

Hours of work can be adjusted within the working hours and lunch/breaks in accordance with the Employment Standards Act.

- c) It is understood that each person must have a backup within their department, when taking a Flex Day.
- d) Management reserves the right to assign the Flex Days in order to ensure that business needs are met. Requests for particular days will not be unreasonably withheld.
- e) ~~Participants in the Flex Day program must have banked a minimum of seven (7) Flex hours prior to the week in which their Flex Day is scheduled. Participants in the Flex Day arrangement can work up to one (1) additional hour per day. It is understood that other arrangements regarding hours of work, may be entered into between the parties on a local level with respect to variable work hours to meet organization demands.~~
- f) ~~For participants in the Flex Day program, the maximum amount of banked Flex hours must not exceed twenty-one (21) hours.~~
- g) Flex days will be scheduled unless the following should occur:
- ~~Should this flex day fall during scheduled vacation the employee will revert back to non-flex hours during the week prior to or after the vacation being taken in order to balance seventy (70) working hours over ten (10) working days.~~
 - ~~Should this day fall on a statutory holiday, the flex day must be taken within the next two (2) week period may be used on another day as approved by the immediate Manager~~
 - ~~When requested by the employee, the logged flex day can be used on another day within the ten (10) day period, when approved by the immediate Manager.~~
- h) It is understood between all parties that the continuance of this program is dependent upon its success and that regular business cannot be disrupted or compromised at the expense of this program. In the event this program is deemed unsuccessful, for which reasons will be clearly stated by management, the Employer agrees to provide all employees with twenty (20) working days' notice.

ARTICLE 11 – OVERTIME

- 11.1 All overtime worked in excess of thirty- five (35) hours per week, up to forty-two (42) hours per week will be at straight time and shall be voluntary. Overtime after forty-two (42) hours of work per week shall be payable at 1.5 times the employee’s rate of pay and shall be voluntary. All overtime will be paid as time in lieu or as pay as mutually agreed. Employee requests for lieu time or pay in lieu will not be unreasonably denied. The maximum amount of banked accrued lieu time must not exceed fifteen (15) days / 105 hours.
- 11.2 Employees who work overtime must submit a written claim to their supervisor within two (2) weeks. If there is a dispute, a higher level of management will resolve it. A plan for lieu time must be acceptable to both the employee and supervisor. Once agreed to, it must be documented.
- 11.3 All authorized work on Friday evening; Saturday and/or Sunday shall be voluntary.
- a) All hours worked on Saturday, Sunday or Statutory Holidays including travel time will be considered overtime and/or lieu time will be calculated as follows:
- i) Work on Saturdays will be calculated at 1.5 times the employee’s rate of pay.
- ii) Work on Sundays will be calculated at two (2) times the employee’s rate of pay.
- 11.4 The only overtime that will be considered for payment is that which is authorized in writing by management prior to the overtime being worked. The assigning of duties that have regular known and repeated overtime would not require written permission.
- 11.5 An employee asked to work on any holiday identified in Article 12 shall be paid at two (2) times their regular hourly rate of pay in addition to pay for the holiday.
- 11.6 An employee who leaves his or her place of work after completing his or her shift and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be accorded a minimum of four (4) hours of overtime at the applicable rate.
- 11.7 The provisions of Article 11.6 apply to situations where an employee has commenced his or her scheduled vacation and is requested to return to work by his or her supervisor.

11.8 Notwithstanding the foregoing the parties agree that due to the nature of the work employees may work excess hours as permitted by the Ministry of Labour, however, such excess hours shall not exceed sixty (60) hours per week.

ARTICLE 12 – HOLIDAYS

- 12.1 Employees shall receive the following Statutory Holidays with pay:
- | | |
|--------------|------------------|
| Family Day | Thanksgiving Day |
| Good Friday | *Christmas Day |
| Victoria Day | *New Year's Day |
| Canada Day | *Boxing Day |
| Labour Day | |

* *Included in close of business below* and such other holidays as are proclaimed legal holidays by Federal or Provincial authorities.

- 12.2 Employees shall receive the following Holidays with pay:
- | | |
|---------------|---------------|
| Easter Monday | Civic Holiday |
|---------------|---------------|

- 12.3 Employees shall receive pay during the annual office closure.

- ~~2018 – Closed from the close of business on, December 21, 2018 and will re-open on January 2, 2019.~~
- ~~2019 – Closed from the close of business on December 23, 2019 and will re-open on January 2, 2020.~~
- ~~2020 – Closed from the close of business on December 23, 2020 and will re-open on January 4, 2021.~~
- 2021 - Closed from the close of business on, December 23, 2021 and will re-open on January 4, 2022.
- 2022 - Closed from the close of business on December 23, 2022 and will re-open on January 3, 2023.
- 2023 - Closed from the close of business on December 22, 2023 and will re-open on January 2, 2024.

Employees requested to work during the IHSA office closure noted above will be paid 1.5 times for the actual hours worked, in addition to the straight time for the closure not including Christmas Day, Boxing Day and New Year's Day which will be paid at two (2) times for the actual hours worked, in addition to pay for the holiday in accordance with Article 11.5.

- 12.4 If any of the Statutory holidays listed in paragraph 12.1 fall on a day other than a regular working day, the preceding or following working day shall be considered the Statutory Holiday at the discretion of the Employer.

ARTICLE 13 - VACATIONS

13.1 Vacation entitlement shall be based on the employee's anniversary date of hiring.

13.2 Each employee shall receive vacation as follows:

- a) Less than six (6) years of active service: three (3) weeks annually accumulated at the rate of 1.25 days for each complete month for which pay is received.
- b) After six (6) years of active service, but less than thirteen (13) years of active service: four (4) weeks annually accumulated at the rate of 1.66 days for each complete month for which pay is received.
- c) After thirteen (13) years of active service, but less than twenty-one (21) years of active service: five (5) weeks annually accumulated at the rate of 2.08 days for each complete month for which pay is received.
- d) After twenty-one (21) or more years of active service: six (6) weeks annually accumulated at the rate of 2.50 days for each complete month for which pay is received.

Completed Service Years	Accumulation Rate	Total Days Per Year
Less than 6 Years	1 ¼ days/month	15
6 but less than 13 Years	1 2/3 days/month	20
13 but less than 21 Years	2 1/12 days/month	25
21 + years	2 ½ days/month	30

13.3 When a recognized holiday falls within an employee's vacation period, another day off will be granted at a date to be determined by the employee.

13.4 The maximum unused vacation accumulated by an employee shall not exceed one (1) times the employee's annual allotment effective December 31st of any given year not including new accrual in the same year meaning unused vacation in excess will be required to be taken as of December 31st in the following year, unless permission to carry forward has been given. Permission to carry forward unused vacation will be reasonably considered.

13.5 Employees requesting vacation will do so, in writing, with advance notice of at least two (2) working days or a period equal to the length of requested vacation, whichever is greater. This term of advance notice may be reduced or waived by mutual consent of the employee and the

Employer. All vacations must be taken at a time mutually satisfactory to the employee and the Employer with priority given to those with most seniority. The Employer shall notify the employee within two (2) working days of receiving the vacation request reconfirmation or denial of such vacation.

- 13.6 Employees, who, during their vacation, become otherwise entitled to disability benefits, sick leave, bereavement or parental leave, thereby interrupting their vacation, shall have the option of taking that portion of the vacation which has been displaced at another time.

ARTICLE 14 - LABOUR-MANAGEMENT RELATIONS

REPRESENTATIVE OF CANADIAN UNION OF PUBLIC EMPLOYEES

- 14.1 The Union shall have the right to have the assistance of a representative(s) of the Canadian Union of Public Employees in meetings arranged with the Employer. ~~This does not apply to the Grievance Procedure which is covered separately under Article 5.~~

ARTICLE 15 - INFORMATION TO NEW EMPLOYEES

- 15.1 The Employer shall provide each newly hired, probationary employee in the bargaining unit with a document containing the following information:
- a) The name, address and telephone number of the bargaining agent and the names and locations of the union stewards.
 - b) The classification and/or position title, pay band and applicable rate of pay.
 - c) In addition, contract employees will receive notice of their work location and the anticipated duration of their employment.
- 15.2 ~~The Employer will bear the cost of printing sufficient copies of the Collective Agreement for each member of the bargaining unit and extra for the Union. This printing will be done by employees in the bargaining unit, (without delay) following the signing of the Agreement. All probationary employees will receive a copy of the Collective Agreement.~~
[relocate to Article 27 – General]
- 15.3 As part of the new employee orientation program, the Employer will give each newly hired employee a copy of the Collective Agreement and an information package supplied by the Union.
- 15.4 The Employer will arrange for each new employee to be introduced to the steward representing that employee's area on the first day of employment or as soon as is practicable thereafter.

ARTICLE 16 – JOINT LABOUR RELATIONS COMMITTEE

- 16.1 The Employer and the Union agree that consultation and communication on matters of joint interest are desirable to promote constructive and harmonious relations between the parties.
- 16.2 a) The parties agree that a Joint Committee composed of up to three (3) representatives of the Employer and three (3) employees representing the Union shall be established. The function of the Committee shall be to act as a forum for consultation and discussion on matters of concern to the parties.
b) The parties agree that the agenda for Joint Committee meetings will be finalized two (2) days prior to the date of the meeting.
- 16.3 The committee shall meet quarterly and all costs shall be paid by the Employer.
- 16.4 The parties also acknowledge the interest of all employees in the bargaining unit to be kept informed of developments affecting their employment and communications in this regard will be discussed during the meetings.
- 16.5 It is understood that while the committee shall consider and attempt to resolve all such ~~problems coming before it~~, issues affecting the parties. The Committee shall have no power to alter, amend, add to or modify the terms of this Collective Agreement, nor shall it be a forum for resolving grievances, ~~but rather it shall act in an advisory capacity to the parties.~~
- 16.6 The parties will produce a joint report of the activities of the committee as a final item on the agenda of each meeting.
- 16.7 The joint report will be signed by a representative of each party, and the Employer will ensure that such report is posted on all bulletin boards.

ARTICLE 17 - WELLNESS CREDITS

WELLNESS CREDITS

~~Effective January 1, 2018 the sick leave credits will be renamed Wellness Credits.~~

Any employees who have accumulated Wellness Credits greater than thirty-two (32) days, as of December 31, 2014, will not lose their individual bank of sick leave credits. Further Wellness credits may not be banked until the bank falls below the threshold of thirty-two (32) days.

17.1 IHSA promotes and supports positive mental and physical health in the workplace. Wellness credits are intended to support this value. Employees may use wellness credits where an absence from work is required by an employee for any personal absences.

17.2 Each full-time, active working employee shall be entitled to ten (10) days per calendar year, commencing January of every year. ~~Two (2) paid Personal Emergency Leave days, as per the *Employment Standards Act* (ESA), are included in the yearly entitlement of ten (10) paid wellness credits.~~

All new employees, will receive prorated Wellness Credits as per their date of hire. Any unused Wellness credits in a given calendar year will be banked.

An employee on disability leave or statutory leave will not be granted the ten (10) day allotment until they are fit to return to their regular duties. At that time, the allotment will be pro-rated based on their return date.

17.3 Each Wellness Credits that accrues to the bank of Wellness Credits held in the employee's name shall have a value equal to one hundred percent (100%) of the value of one (1) day's pay (including the employee's share of the daily cost of benefits) valued at the employee's regular salary on the day of use of the credit by the employee. ~~Any accrued but unused Wellness Credits do not have any cash or other compensation value on termination and/or retirement.~~

17.4 Where an absence from work exceeds five (5) consecutive working days, within a calendar year, the Employer may request, and the employee shall provide, medical verification which will be sent by the employee directly to Human Resources. The Employer will reimburse the employee the physician's fee of such medical verification.

- 17.5 ~~In addition to or in place of the annual allotment of Wellness credits,~~
In addition to or in place of the annual allotment of Wellness credits, employees may elect to use banked Wellness credits as a source for continuation of salary for the following reasons:
- a. Personal sickness or injury (includes acute and/or chronic physical and/or mental health conditions)
 - b. Medical and dental care;
 - c. Sickness or injury in the employee's immediate family (spouse, child, parent) requiring his or her presence; or
 - d. Topping-up salary while on short-term and/or long-term disability; (see Article 18)
 - e. Bereavement not covered under Article 20.
 - f. The pro-active prevention of physical sickness or mental health issues, through rest and rejuvenation. This would include work-related demands such as higher than normal workload, greater than normal employment hours over a period of a week or more, excessive work-related travel, or stressful circumstances that can be defined and clearly attributed to work related matters beyond the control of the employee.
 - g. Volunteerism that is associated with contributing to society or one's community aligned with goodwill and giving back; through a registered Canadian charity (ex: 1 to 2 days per calendar year).
 - h. Inclement weather resulting in one's concern for safety due to weather.

17.6 ~~Wellness Days may be used in the following circumstances for top-ups as per Articles (old)18.2 (STD (elimination period), (old)18.4, (old)18.10, 20.5, 20.28, 20.31 to 20.34.~~

17.7 During the period of absence* where an employee does not have sufficient Wellness Credits, the employee can, at her/his request, use any accrued time in lieu, or vacation entitlement, up to one hundred percent (100%) of the employee's regular salary. *For planned absences employees will obtain prior approval.

ARTICLE 18 – DISABILITY INSURANCE

Notwithstanding all the other terms provided in this article, short-term and long-term disability shall be governed by the Master Policy of Insurance in effect, at the given time and a copy of such will be provided upon the Union's request.

Short-term disability (STD)

18.1 Short Term Disability (STD) is defined as a continuous absence from work due to disability caused by personal illness or injury resulting in an inability to conduct the essential duties of the job performed on the last day worked, for:

- ~~ten (10) consecutive calendar days in 2018~~
- seven (7) consecutive calendar days effective January 1, 2019

Notwithstanding the above, if Hospitalization or Accident occurs prior to the end of the qualifying period benefits are payable as of that date (as defined within the Master Policy).

18.2 Where an absence from work exceeds five (5) days, the Employer shall send short-term disability application forms to the affected employee and agrees to advise the union in writing who the affected employee is and that this has been completed. The disability application forms will also be posted on the Employer's Intranet website.

18.3 For the STD elimination period, the employee can, at her/his request, use any accrued Wellness Credits, vacation entitlement, service credits or time in lieu, up to one hundred percent (100%) of the employee's regular salary.

18.4 The employee can, at her/his request, top-up his or her short-term disability benefit to one hundred percent (100%) by using any accrued wellness days, vacation entitlement, service credits or time in lieu, up to one hundred percent (100%) of the employee's regular salary.

18.5 Where an employee has neither sufficient accrued credits, nor vacation entitlement, the absence shall be without pay.

18.6 The Employer shall pay both the Employer's share and the employee's share of benefit costs, calculated at one hundred percent (100%) of regular salary, in order to maintain, where applicable:

- Employee Basic Life Insurance
- Employee Optional Life Insurance
- Dependent Life Insurance
- Accidental Death and Dismemberment Insurance

- Short Term / Long Term Disability Insurance Premiums
- Extended Health Care and Vision Care
- Dental Care Coverage
- Employee Assistance Plan Benefits
- Employee Pension Plan Contributions;

and the employee shall reimburse the Employer, every thirty (30) calendar days, for Optional Life Insurance premiums and Employee Pension Plan contributions. Upon receiving notification of the employee's leave, the Employer shall provide the employee with written notice of the employee's contributions, if any, that the employee is required to make and the employee shall, within thirty (30) calendar days of the start of the leave, provide the Employer with postdated cheques for a period of six (6) months in relation to the employee's contribution.

- 18.7 Short-term disability is seventy-five percent (75%) of salary following the waiting period subject to Article 18.1 for a benefit period of twenty-six (26) weeks to a maximum of two thousand five hundred dollars (\$2,500) weekly earnings.
- 18.8 Short-term disability benefits will be subject to acceptable medical evidence.

Long-term disability (LTD)

- 18.9 In cases involving continuous absence from work of more than twenty-six (26) weeks due to disability caused by personal illness or injury, long term disability will be paid at the rate of 66.67 percent (66.67%) of the employee's salary to a maximum of ten thousand dollars (\$10,000) per month.
- 18.10 While in receipt of LTD benefits, employees may authorize the use of accrued, Wellness Credits, vacation credits, service credits or lieu time to "top up" to ~~seventy-five (75%)~~ ninety percent (90%) of their current salary while absent. This authorization can be initiated verbally and must be confirmed in writing.
- 18.11 It is acknowledged and agreed by each of the Union and the Employer that article 18.10 forms part of the Master Policy of Insurance. Any disputes regarding the allowance of STD or LTD benefits would not be subject to the grievance process.
- Long-term disability benefits will be subject to acceptable medical evidence supporting an inability to conduct the essential duties of the job performed on the last day worked throughout the elimination period and during the following twenty-four (24) months of incapacity; while it continues thereafter, prevents them from engaging in

any occupation for which they become reasonably qualified by education, training or experience.

- If an employee who is in receipt of LTD benefits is resuming employment on a gradual basis during recovery, partial benefits shall be continued during rehabilitative employment. "Rehabilitative Employment" means remunerative service employment while not yet fully recovered following directly after the period of total disability for which LTD Benefits were received.

18.12 If an employee is on disability leave for a period of twenty-one (21) months or more and cannot provide, within three (3) months of the date of the twenty-one (21) month period, documentation from a qualified health care provider indicating there are no permanent restrictions in the foreseeable future preventing the employee from performing the essential duties of their permanent job, a definitive return to work date that is not more than six (6) months from the date of the document (with or without accommodations and/or restrictions), the employment relationship may, at the discretion of the Employer, be deemed to be frustrated subject to the Ontario Human Rights Code, and if so, the employee shall be paid out his/her employment standards' entitlements, unpaid wages or benefits and any other related exit benefits. Any contravention of this Article may be subject to the grievance and arbitration procedure.

18.13 The Employer shall pay both the Employer's share and the employee's share of benefit costs, calculated at one hundred percent (100%) of regular salary, in order to maintain, where applicable:

- Employee Basic Life Insurance
- Employee Optional Life Insurance
- Dependent Life Insurance
- Accidental Death and Dismemberment Insurance
- Short Term / Long Term Disability Insurance Premiums
- Extended Health Care and Vision Care
- Dental Care Coverage
- Employee Assistance Plan Benefits
- Employee Pension Plan Contributions;

Return to Work:

18.14 Employees will be informed of their right to union representation to facilitate a safe and sustainable return to work.

ARTICLE 19 - SERVICE CREDIT

19.1 The Employer established a service credit program for all employees on staff at January 1, 1992 and for all employees hired on or before October 12, 2011. Employees hired on or after October 13, 2011 shall not receive service credits.

19.2 Service credits shall be used only on termination of employment.

19.3 For each full calendar month worked by an employee, the employee shall have earned one-half (1/2) day credit and the Employer shall establish this credit to a bank of service credits/exit benefits established and maintained by the Employer in the name of each employee.

Service credits continue to accrue while an employee is on vacation or on holiday but do not accrue when an employee is on leave of absence without pay.

19.4 Each service credit that has been accrued to the bank of credits held in the employee's name shall have a value equal to one hundred percent (100%) of the employee's regular wages at the time of cash out.

19.5 The employee shall have the option of taking their accumulated service credits in accordance with Article 19.6 or as paid time off immediately preceding their retirement date provided that the Employer is notified of the employee's intention at least ninety (90) calendar days prior to the employee's last working day.

19.6 At termination of employment, an employee's bank of service credits shall be paid out in cash to the employee in accordance with the following schedule:

- i) Less than three (3) years service = 0%
- ii) More than three (3) years service = 100%

ARTICLE 20 - LEAVE OF ABSENCE

GENERAL RULES

20.1 The following general rules apply to all Leaves of Absence:

- a) When an employee returns to work after an approved leave of absence of up to twelve (12) months duration for any reason other than a statutory leave, personal sickness or injury, the employee shall, providing his or her former position exists be returned to his or her former position. If the former position no longer exists, the employee shall be re-employed at the salary he or she held when he or she left on leave.
- b) When an employee returns to work after a leave of absence due to ~~illness, injury~~ or pregnancy/parental leave of up to eighteen (18) months, he or she shall, where possible, be placed in his or her former position. If the former position no longer exists, the employee shall be placed in a position in a comparable salary level.
- c) When an employee returns to work after a leave of absence due to illness or injury in excess of ~~twelve (12)~~ **eighteen (18)** months, the employee shall be returned to employment.
- d) The Employer is under no obligation to re-employ a person who has been on a leave of absence for any reason other than sickness, ~~or~~ injury, leaves under the *WSIA*, or other job-protected leaves as noted in **the** *Employment Standards Act*, for a period exceeding twelve (12) months.

20.2 All requests for leaves of absence other than for:

- a) Illness or injury of the employee
- b) Sickness or injury in the employee's immediate family
- c) Bereavement
- d) Jury duty
- e) Subpoenaed witness duty

shall be made in writing setting out the reasons for the requested leave of absence and submitted to the employee's manager for approval not later than seven (7) days prior to the requested date of leave. Notwithstanding the foregoing, the employee's manager may grant leave of absence on compassionate grounds, including personal emergencies and family illness, following an oral request by the employee.

20.3 The Employer will provide the Union with the name, title, salary grade,

location, employee number, and anticipated duration of leave of absence for each bargaining unit employee who goes on a leave of absence in excess of one (1) week.

LEAVE OF ABSENCE WITHOUT PAY

20.4 A leave of absence without pay may be granted for the following reasons:

- a) Marriage
- b) Marital breakdown
- c) Military leave or duty
- d) Religious holidays not included in Article 12.1
- e) Such other justifiable personal reasons as may be made at the request of the employee and as approved by the employee's manager
- f) Pregnancy leave
- g) Parental/adoption leave
- h) Other Statutory Leaves of Absence

20.5 Where an employee who is granted a leave of absence without pay under paragraph ~~20.7~~ 20.4, the leave of absence can, at the employee's request and with the approval of his or her manager, be charged against wellness days, accrued vacation entitlement, service credits, and/or time in lieu and be with pay. This provision does not apply where an employee is in receipt of a supplementary unemployment benefit (SUB).

20.6 Where an employee who is granted a leave of absence under paragraph ~~20.7~~ 20.4, has no wellness days, vacation entitlement, service credits or time in lieu, the leave of absence shall be without pay. The Employer shall pay both the Employer's share and the employee's share of benefit costs in order to maintain, where applicable:

- Employee basic Life Insurance
- Employee Optional Life Insurance
- Dependent Life Insurance
- Accidental Death and Dismemberment Insurance
- Short Term / Long Term Disability Insurance ~~Premiums~~
- Extended Health Care and ~~Vision Care~~
- Dental ~~Care Coverage~~
- Employee Assistance Plan Benefits
- Employee Pension Plan Contributions;

Upon receiving notification of the employee's leave without pay, the Employer shall provide the employee with written notice of the employee's portion of premium contributions, if any, that the employee is required to make and the employee shall, within thirty (30) days of the start of the leave without pay, provide the Employer with post-dated cheques for a period of six (6) months in relation to the employee's contribution.

- 20.7 Where more time than allotted for the specific leave is required it may be granted, but the additional time must be charged against vacation entitlement, service credits and/or time in lieu in order to be with pay.

MARRIAGE

- 20.8 An employee, with the approval of his or her manager, may be granted up to five (5) working days' leave of absence in the case of his or her marriage. This leave will be granted only once during the period of employment.

MARITAL BREAKDOWN

- 20.9 An employee, with the approval of his or her manager, may be granted up to five (5) working days' leave of absence in the case of his or her marital breakdown. This leave will be granted only once during the period of employment.

MILITARY DUTY

- 20.10 An employee who is a member of the Armed Forces Reserve may be granted a leave of absence of up to five (5) working days per year for prescribed military training.

RELIGIOUS HOLIDAYS

- 20.11 An employee may be granted up to three (3) working days' leave of absence per year for those religious holidays recognized by the religion of the employee and not included in Article 12.

PREGNANCY LEAVE

- 20.12 An employee who has completed thirteen (13) weeks of service will be eligible for a pregnancy leave of absence.

- 20.13 An eligible employee will, upon written notice at least two (2) weeks prior to the beginning of the leave and provision of a medical certificate by a legally qualified medical practitioner, be granted a pregnancy leave of absence of seventeen (17) weeks without pay or up to twelve (12) weeks for an employee who suffers a pregnancy loss.
- 20.14 A pregnancy leave of absence can commence at any time during the seventeen (17) weeks preceding the expected date of delivery.
- 20.15 An employee entitled to a pregnancy leave of absence under this Article, who provides the Employer with proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act, shall be paid an allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan Program.
- 20.16 In respect of the period of pregnancy leave under the *Employment Standards Act* (ESA); payments made according to the Supplemental Employment Unemployment Benefit (SUB) Plan Program with respect to maternity benefits will consist of the following:
- ~~For the first week,~~ During the applicable Employment Insurance (EI) waiting period, a payment equivalent to ninety-five percent (95%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave, and
 - ~~Up to a maximum of sixteen (16) additional weeks,~~ The balance of seventeen (17) weeks (*for example if the waiting period is 2 weeks, the employee would receive an additional 15 weeks, for a total of 17 weeks*) of payments equivalent to the difference between:
 - a) the sum of the weekly EI benefits the employee is eligible to receive plus and any other earnings received by the employee; and
 - b) ninety-five percent (95%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the pregnancy leave.
- 20.17 The employee recognizes that she is indebted to the Employer for the amount received as a supplemental unemployment benefit should she fail to return to work and remain in the employ of the Employer following her pregnancy leave for a period of at least six (6) months.
- ~~20.18 An employee granted pregnancy leave shall continue to accumulate seniority, vacation credits, and wellness credits.~~

20.19 ~~The employee must advise the Employer, in writing, whether she wishes to continue or opt out of the Employer's benefit plans. If the employee chooses to opt out of all or any of the Employer's benefit plans, the Employer is not obligated to continue to pay its share of any shared premiums. The employee shall be fully responsible for their share of any benefit premiums while on pregnancy leave.~~

20.20 An employee returning from pregnancy leave shall be reinstated in her previous position providing it exists. Where the position no longer exists, the employee shall be re-employed in an alternative position of a comparable nature within the bargaining unit at a salary not less than that which she was receiving at the time her leave of absence began.

PARENTAL LEAVE

20.21 A parental leave of absence, for a natural mother or father, or an adoptive mother or father, or anyone considered a parent under the Employment Standards Act may be granted after thirteen (13) weeks of service.

With respect to an employee who takes pregnancy leave, the employee may also take up to sixty-one (61) weeks of parental leave.

20.22 An Employee who has taken pregnancy leave, and which employee qualifies for and is taking parental leave under the ESA, who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplemental Unemployment Benefit (SUB) Program as follows:

- Twelve (12) weeks of payments equivalent to the difference between:
 - a) the sum of the weekly EI benefits the employee is eligible to receive plus any other earnings received by the employee; and
 - b) seventy-five percent (75%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the parental leave.

20.23 A natural mother wishing to take parental leave following a pregnancy leave must do so immediately following the end of the pregnancy leave without returning to work in the interim.

With respect to an employee who has not taken pregnancy leave, the employee may take up to sixty-three (63) weeks of parental leave.

20.24 A parent An Employee who qualifies for and is taking parental leave under the ESA, who provides the Employer with proof that he/she has applied for and is eligible to receive employment insurance benefits pursuant to the Employment Insurance Act shall be paid an allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan Program as follows:

- For the first week, During the applicable EI waiting period a payment equivalent to ninety-five percent (95%) of the actual weekly rate of pay for his/her classification, which he/she was receiving on the last day worked prior to the commencement of his/her leave, and
- The balance of twelve (12) weeks *(for example if the waiting period is 2 weeks, the employee would receive an additional 10 weeks, for a total of 12 weeks)* of payments equivalent to the difference between:
 - c) the sum of the weekly EI benefits the employee is eligible to receive plus and any other earnings received by the employee; and
 - d) ninety-five percent (95%) of the actual weekly rate of pay for her classification, which she was receiving on the last day worked prior to the commencement of the parental leave.
- ~~Up to a maximum of eleven (11) additional weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee and ninety-five percent (95%) of the actual weekly rate of pay for his/her classification which he/she was receiving on the last day worked prior to the commencement of the adoption leave.~~

20.25 The employee recognizes that he/she indebted to the Employer for the amount received as a supplemental unemployment benefit should he/she fail to return to work and remain in the employ of the Employer following his/her leave for a period of at least four (4) months.

~~20.26 The employee granted parental leave shall continue to accumulate seniority and vacation credits.~~

20.27 An employee returning from parental leave shall be reinstated in his or her previous position providing it exists. Where the position no longer exists, the employee shall be re-employed in an alternative position of a comparable nature within the bargaining unit at a salary not less than that which he or she was receiving at the time his or her leave of absence began.

20.28 Other Conditions of Pregnancy and Parental

Leave of Absence

- a) An employee granted pregnancy leave or parental leave shall continue to have health and dental coverage and shall continue to accumulate seniority, vacation credits, and wellness credits. .
- b) ~~The employee must advise the Employer, in writing, whether he or she wishes to continue or opt out of the Employer's benefit plans. If the employee chooses to opt out of all or any of the Employer's benefit plans, the Employer is not obligated to continue to pay its share of any shared premiums. The employee shall be fully responsible for his or her share of any optional benefit premiums while on parental or adoption leave. The employee shall be fully responsible for his or her share of any optional benefit premiums while on pregnancy or parental leave.~~
- c) The purchase of pensionable service upon return to work from pregnancy and/or parental leave is determined by the provisions of the Employer's Pension Plan.

20.29 Other Statutory Leaves of Absence

The provisions outlined in this Article summarize the leave provisions as in accordance with the provisions of the Employment Standards Act (ESA), as amended from time to time for: ~~for Family Medical Leave, Family Caregiver Leave, Critically ill Child Care Leave, Crime Related Child Death Disappearance Leave will be granted to employees in accordance with the provisions of the Employment Standards Act (ESA), as amended from time to time.~~

- Family Medical Leave,
- Family Caregiver Leave,
- Critically ill Child Care Illness Leave,
- Crime Related Child Death Leave or
- Crime Related Child Disappearance Leave

An employee contemplating taking such leave(s) shall notify the Employer of the intended date the leave is to begin and the anticipated date of return to active employment.

1. Benefits, Seniority and Service

Employees will receive:

- a) Union seniority

- b) Employee Pension Plan service where they choose to continue their contribution.

The employee must advise the Employer, in writing, whether he or she wishes to continue or opt out of the Employer's benefit plans. If the employee chooses to opt out of all or any of the Employer's benefit plans, the Employer is not obligated to continue to pay its share of any shared premiums. The employee shall be fully responsible for his or her share of any optional benefit premiums while on a statutory leave.

2. Right of Return

Employees returning from a statutory leave will be reinstated to their previous position and same working conditions, or where their job does not exist to a comparable position within the bargaining unit.

3. Supplementary Unemployment Benefits Program

The amount of SUB will be based on the employee's gross base salary and will be paid to the maximum of 20% of the employee's respective salary.

LEAVE OF ABSENCE WITH PAY

- 20.30
 - a) Bereavement
 - b) Jury duty
 - c) Subpoenaed witness duty
 - d) To write such examinations as are required to upgrade employment qualifications

- 20.31 When a leave of absence with pay is granted, the Employer will pay the salary and maintain all employer-paid benefits without debiting the employee's wellness credits or vacation entitlement.

BEREAVEMENT

- 20.32 An employee who has bereavement in his or her family shall be granted up to five (5) working days' absence with pay in order to attend at or make arrangements for the funeral of a spouse, child or stepchild and parent.

- 20.33 An employee who has a bereavement in his or her family shall be granted up to three (3) working days' absence with pay in the instance of the death of brother, sister, parents-in-law, grandparents, grandchildren, son-in-law, daughter-in-law and step- parents.

- 20.34 In the event of the death of an employee's brother-in-law or sister-in-law, the employee shall be granted one (1) working day's leave with pay to attend the funeral.
- 20.35 An additional day's travelling time, in each direction, shall be granted in order for the employee to attend the funeral if the traveling distance is equal to or greater than six hundred (600) kilometres from the employee's home.

JURY DUTY

- 20.36 An employee called for jury duty will be granted a leave of absence with pay with respect to regularly scheduled working hours on days when the employee is required to serve jury duty provided that the employee furnishes the Employer with a Certificate of Service signed by the Clerk of the Court showing the amount of any jury fee received and provided such fee is turned over to the Employer.

SUBPOENAED WITNESS DUTY

- 20.37 An employee subpoenaed as a witness will be granted a leave of absence with pay with respect to regularly scheduled working hours on days when the employee is required to be in court provided that the employee furnishes the Employer with a copy of the subpoena.

EDUCATION

- 20.38 An employee shall be granted a leave of absence with pay to write such examinations as are required to upgrade employment qualifications that are scheduled during the employee's working hours. Included in this article will be the examinations for all courses required by Articles 9.7 b) and Article 36.

ARTICLE 21 - LEAVE OF ABSENCE UNION ACTIVITIES

UNION REPRESENTATIVES

21.1 It is understood that employees who are required to act as union representatives have duties to perform for the Employer. Such employees who desire a leave of absence for union business must request such absence from his or her immediate supervisor as far in advance as is practical. Such absence will be subject to work requirements; however, permission will not be unreasonably withheld.

a) Union Representation

When an Employee is duly elected or appointed as an official representative (Union Committee) of the Union, a new relationship develops between the Employer and the Employee that includes the development and maintenance of a harmonious relationship between the parties. The Employer recognizes that all Union representatives have an enhanced responsibility to the Union, its members and the Employer.

The Employer acknowledges time off work for Union duties will not be construed in performance appraisals as absence from work.

The Union will advise the President/CEO of the names and locations of such employees immediately following their election.

COLLECTIVE BARGAINING

21.2 The Employer shall grant leave of absence without loss of pay or credits to members of the Union who participate in contract negotiation, mediation or conciliation provided that not more than four (4) employees at any one time shall be permitted such leave for any one set of contract negotiations. Provided, however, the Union may, at its discretion, require up to two (2) additional members to participate in negotiation, mediation or conciliation who shall be granted leave of absence with pay under article 20.30. The Union will reimburse the Employer for the salary and the Employer-paid benefit costs for these two additional members.

21.3 The Union shall be granted four (4) working days paid leave for all members of the Negotiations Committee to prepare for such contract negotiations and ratification.

UNION BUSINESS

- 21.4 Upon written request by the Union, and provided that reasonable notice is given, the Employer shall grant leave without loss of pay or credits to employees elected or appointed as Committee members of the Union for the purpose of conducting the internal business affairs of the Union. This provision is subject to the amount of time being held within reasonable limits. Seniority shall continue to accumulate during such leaves.
- a) The Employer will arrange to grant leave, with pay, to accommodate travel time.
 - b) The Union will reimburse the Employer for the salary and the Employer-paid benefit costs for Committee members granted leave under this section.
- 21.5 When an employee is selected for a full-time position with the National Union or a Labour Body OCEU/CUPE 1750 is affiliated with to perform duties on behalf of the National Union, as distinct from OCEU/CUPE 1750, the Employer will be so advised, in writing, by the Union. Upon receiving written confirmation from the employee, the Employer will arrange a leave of absence for the employee for a period of one (1) year, with an additional year to be granted, upon the Union obtaining permission from the Employer. Such permission is not to be unreasonably withheld.
- a) This leave of absence shall be limited to one (1) person being on leave at any one time and shall be without pay. Seniority and benefits will continue to accumulate during the leave of absence. The Employer shall be advised three (3) months prior to the expiration of the leave of absence as to whether an extension on the leave of absence will be requested or whether the person intends to return to work. In cases where the leave of absence is granted for a period of six (6) months or less, the three (3) months' notice will not apply, and one (1) months' notice shall be given.
 - b) Employer-paid benefits will be maintained by the Employer and will be reimbursed by the Union.
 - c) The Union will, following the election of a Division Director immediately advise Labour Relations in writing of the name of the employee. A leave of absence with pay and all benefits shall be granted from the employee's permanent position for one (1) working day per month for the duration of the term of office, for the mutual benefit of the Employer and Union with respect to labour relations.
 - d) The Union will, following the election of the Union President immediately

advise Labour Relations in writing of the name of the employee.

- Where the Union President is from among the IHSA bargaining unit a leave of absence shall be granted from the employee's permanent position for the duration of the term of office. On completion of the President's term of office, the employee will return to their previous position and service will be deemed to have been continuous for all purposes including the **Employees'** salary and incremental increases. If during this leave of absence, the employee's previous position is affected by technological and/or organizational change, the employee will at that time be notified in accordance with the Collective Agreement. The actual notice period will not start until the employee completes their term of office.

21.6 The Employee Pension Advisory Committee (PAC) is recognized under section 24(4) of the *Pension Benefits Act* ("PBA") and is continued under the Employee Pension Plan.

Union appointees and elected employer representatives to the PAC are notified on a timely basis of any recommendations concerning the Employee Pension Plan amendments, modifications, governance, changes to employer/employee funding contribution rates and actuarial assumptions in advance of implementation and the details thereof. The role of the PAC committee members is to:

- a) to monitor the administration of the pension plan;
- b) to make recommendations to the administrator respecting the administration of the pension plan; and
- c) to promote awareness and understanding of the pension plan on the part of the members of the pension plan and persons receiving pension benefits under the pension plan.

The Union may from time to time appoint employees as members of the PAC. Salary cost for PAC meetings and agreed to expenses, including reasonable preparation time, will be paid by the Employer.

21.7 The Union may from time to time appoint an employee to be a trustee as an administrator of the Employee Pension Plan. A Union appointed trustee shall be granted leave of absence with pay and without loss of credits to attend trustee and committee meetings, education, training and conferences related to pensions. Leave of absence under this **Article** shall include reasonable travel time.

The Union will advise Labour Relations of the names and locations of such employees, immediately following their appointment to the board of Trustees of the administrator of the Employee Pension Plan.

ARTICLE 22 - JOB EVALUATION

SALARIES

22.1 The Employer shall pay salaries bi-weekly (every two (2) weeks) in accordance with Schedule "A" and Article 40 ~~Schedule "B"~~ Salary Rules, attached hereto and forming part of this Agreement. Each pay day, each Employee shall be provided with an itemized statement of his or her salary, overtime and other supplementary pay and deductions to be included on the pay stub. Said pay stub will be provided electronically or, upon an Employee's request in a sealed envelope.

DIRECT DEPOSIT

22.2 The Employer shall arrange for direct deposit of all salary cheques as requested by the Employee.

JOB CLASSIFICATION

- 22.3
- a) Employees covered by this Agreement shall be classified under a salary grade, job title and job description to the occupation in which he or she is regularly employed and in accordance with Appendix "1" attached hereto.
 - b) Employees shall remain so classified for the duration of this Agreement unless a new job evaluation is developed and agreed to by the Joint Job Evaluation Committee (JJEC), and approved by the Joint Executive Steering Committee (JESC), transferred, promoted or demoted to another job or unless the work changes significantly, in which case the Employee and the Union will be advised in writing.
 - c) Existing classifications shall not be eliminated or substantially changed without forty (40) working days' prior written notice to the Union. Existing classifications may be eliminated or substantially changed with a new job evaluation approved by the JJEC and the JESC.
 - d) When a classification is eliminated, or substantially changed, any Employee who believes he or she is incorrectly classified may discuss the matter with his or her supervisor and, failing satisfactory settlement, may institute a grievance in accordance with Article 5 of this Agreement.

JOB DESCRIPTIONS

- 22.4
- a) The purpose of a job description is to document the nature and scope of the work required. This includes a short summary outlining the purpose of the job and a list of the major duties, responsibilities, and job requirements.
 - b) A job is evaluated on the basis of the level of skill, responsibility, effort, and working conditions required to perform the primary functions of the job.
 - c) Job descriptions will be written/reviewed:
 - i) When a new job is created,
 - ii) When the duties and responsibilities of a job have changed substantially.
 - iii) As part of regular maintenance. All jobs will be reviewed every four (4) years from the date the job was last evaluated. The committee will identify approximately 25% of the jobs to be evaluated annually commencing January 1, 2019.

ROLE OF THE EMPLOYER

- 22.5
- a) The Employer ensures that job descriptions for all Employees are current and reflect required duties and responsibilities.
 - b) In the event of change, the Employer and Employee(s) should agree to the new required duties and responsibilities and submit the proper documentation to the Joint Job Evaluation Committee for review.
 - c) In advance of the evaluation of the respective job description, the Employer will provide Employees and Supervisors / Managers with a job evaluation orientation. Employees will also be provided time to provide input regarding their job description.
 - d) Where agreement cannot be reached following a resolution meeting submit the proper documentation to the Joint Job Evaluation Committee for review.
 - e) The Employer has final accountability for the job content in the job description.
 - f) It is the Employer's responsibility to regularly review all jobs to determine if the required job duties and responsibilities have

changed and to submit results to the Joint Job Evaluation Committee for review.

- g) It is the responsibility of the Employer to:
 - i) Collect job information
 - ii) Review/write job descriptions
 - iii) Validate job description with the incumbent(s) and Manager.
- h) If an Employee declines to validate their job description, in an effort to facilitate resolution, a meeting will be held with the Employee, Manager, Union and Employer committee representatives to finalize the duties of the job in question. The revised job description will be referred to the Joint Job Evaluation Committee for review before submission to the Job Evaluation provider.

ROLE OF EMPLOYEE

22.6 Upon request, Employees will receive a copy of their job description from their supervisor/manager. ~~Consistent with Article 22.4(c) and 22.5(b)~~ Employees can request of their supervisor/manager that their job description be rewritten and re-evaluated due to changes in the required duties and responsibilities. The Employee will provide the Manager with a completed Bargaining Unit Job Re-evaluation Request Form.

The Manager shall respond to the request in writing within ten (10) days.

JOINT JOB EVALUATION SYSTEM

22.7 The joint job evaluation system based on the recommendations of the jointly selected provider who has been approved by the JJEC includes:

- i) A request for proposal for a Job Evaluation System Design and Implementation provider,
- ii) Job description process,
- iii) Job evaluation plan,
- iv) Job evaluation tools, including original job evaluation scores,
- v) Job evaluation process,
- vi) Maintenance process,
- vii) Process for communicating results,
- viii) Dispute resolution process.

JOB EVALUATION DOCUMENTS/TOOLS

- 22.8 The Job Evaluation Plan will be based on a gender neutral Job Evaluation process that uses the pay equity factors of skill, responsibility, effort and working conditions.

The existing Job Evaluation tool will be reviewed by the Union and Employer at least every four (4) years, starting in the first quarter of 2022.

Any changes to the above will be agreed to by both parties.

JOINT JOB EVALUATION COMMITTEE (JJEC)

- 22.9 The parties agree that a Joint Job Evaluation Committee (JJEC) will be established and responsible for ensuring the ongoing oversight of the job evaluation system.

a) Mandate

The JJEC is responsible for:

- i) Overseeing the evaluating of all Bargaining Unit (BU) jobs using the gender neutral Job Evaluation system,
- ii) Ensuring the integrity of the program,
- iii) Recommending to the parties JJEC changes to the job evaluation plan, its procedures, or methods, as may be deemed necessary,
- iv) Recording and maintaining records of the results and rationale for each job evaluation, and
- v) Reporting concerns over the integrity of the job evaluation plan and process to the Employer and the Union. Changes will be made by mutual agreement.

b) Membership

The JJEC will be made up of three (3) Employer and three (3) bargaining unit members.

c) Alternate Members

Each party will also appoint one (1) member. The alternate member shall have the right to vote only when replacing a regular committee member who is absent or unable to attend due to a conflict of interest.

d) Conflict of Interest

Committee members shall be excused from reviewing the results of the rating of their own job, the position of a direct subordinate, or any position where the approval of the rating of that job may place them in a conflict of interest situation.

- e) Co-Chairs
The Employer and the union shall designate one of its representatives to act as a co-chair.
- f) Training
JJEC members will receive agreed-upon joint Union/Management training to give each member general overview and equivalent knowledge of the methods employed in the JJEC tasks.
- g) Quorum
A quorum for JJEC meetings will be two (2) members from each party.
- h) Advisors
Either party may engage advisors – (one (1) union and one (1) non-union – to assist its representatives. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the JJEC.
- i) Request for Meeting
The JJEC will meet at the request of either party.
- j) Costs
Salary costs for joint meetings and agreed-to expenses, including reasonable preparation time, will be paid by the Employer.
- k) Reporting of Recommendations
The JJEC shall report its recommendations to the Joint Executive Steering Committee (JESC) for ratification.

JOINT EXECUTIVE STEERING COMMITTEE (JESC)

22.10 The Joint Executive Steering Committee shall consist of two (2) Union Committee representatives and two (2) Employer Executive representatives.

The JESC shall be responsible for:

- i) Determining the banding of points into grades, and
- ii) Assigning point bands into pay grades in the salary schedule.
- iii) The JESC shall negotiate retroactivity except in cases where the Employee and manager agree on the effective date the change in job duties occurred which gave rise to the higher pay grade in accordance with Article 22.14 applies.
- iv) To consider and ratify recommendations of the JJEC

The JESC may engage advisors, one (1) union/one (1) non-union, to assist its representatives.

JOB EVALUATION PROCESS

- 22.11
- a) **Definition**
Job evaluation is a process for measuring the relative worth of jobs in an organization using the Pay Equity factors of skill, responsibility, effort, and working conditions as defined in the job evaluation plan.
 - b) **Purpose**
The purpose of Job Evaluation is to:
 - i) Measure the nature and level of the work.
 - ii) Group jobs having relatively equivalent point values into point bands.
 - iii) Assign point bands into pay grades in the salary schedule.
 - iv) Provide the basis upon which wage rates are negotiated.
 - c) **Application**
The following general rules will apply:
 - i) The nature and level of work and not the performance of the incumbent(s) is evaluated.
 - ii) Jobs are evaluated without regard to existing wage rates.
 - iii) Jobs are evaluated based on the level of skill, responsibility, effort and working conditions required.
 - iv) No interpolation of sub-factors degrees is permitted.
 - v) The evaluation of each job will be relative to and consistent with all other jobs evaluated under the plan.
 - vi) Rating decisions shall include a sore-thumbing process to ensure consistency in committee decisions.
 - vii) If a position was previously evaluated, the Committee will be provided with the original scores.

JOINT JOB EVALUATION PROCESS

- 22.12
- The following outlines the process for Joint Job Evaluation.
- a) Joint Job Evaluation Committee members will use the job evaluation plan documents and agreed upon rules review the new/revised job description as prepared by the selection Job Evaluation provider.
 - b) Job rating decisions shall require a consensus decision of the full committee and shall be final and binding on the parties, subject to the appeal process.

- c) The JJEC shall report its recommendations to the Joint Executive Steering Committee for ratification.
- d) When consensus occurs, the JJEC will communicate results in writing to the Manager, who will advise the job incumbent(s) in writing.
- e) When consensus does not occur, on an interim basis the decision of the Employer will be implemented while the parties pursue dispute resolution. The matter will first be sent to the JESC with the intention of resolving the matter internally before pursuing the services of a third party. The parties may upon written mutual agreement, engage the services of a mediator. Where there is no agreement a grievance may be filed, and the matter will be referred directly to Arbitration as per Article 5.24, providing it is done within twenty (20) working days of the circumstance giving rise to the grievance.
- f) Where there is mutual agreement to engage the services of a mediator the Co-chairs will each designate one (1) additional representative for a total of two (2) Employer and two (2) Union representatives to participate in mediation with a mutually agreed-to third party to discuss the matter.
 - i) If non-consensus is unresolved, the Mediator will discuss findings with the JJEC members. The JJEC will have twenty (20) working days to consider the findings before proceeding as follows:
 1. The Mediator and JJEC Co-Chairs will document the history of the issues in dispute, areas of consensus and non-consensus, comparators considered, opposing rationales including clarity regarding required duties (not the position of either party), and a summary to explain the outcome. The report will be made available to the incumbent(s) and their supervisor/manager.
 2. The Employer and the JJEC will endeavor to complete the entire process within eight (8) weeks from the date of request.
 3. Any mutually agreeable resolution reached by the parties through such mediation shall be binding upon the parties but shall be without precedent or prejudice. Where mediation is not successful the matter may be referred to Arbitration as per Article 5.24, providing it is done within twenty (20) working days of the conclusion of mediation.
 - ii) The Committee will communicate results in writing to the Manager who will advise the job incumbent(s) in writing.

JOB EVALUATION APPEAL PROCESS

22.13 Incumbents who disagree with the evaluation results may make one request, in writing, for reconsideration as follows:

- a) The request must outline the required job duties that were not considered.
- b) All requests for reconsideration of job evaluation decisions must be submitted to the Employer within thirty (30) working days from the date of written notification to the Employee unless otherwise agreed to by the parties.
- c) The request must be a joint submission to the JJEC by the Employee(s) and their Manager within thirty (30) working days unless otherwise agreed to by the parties. The job description will be updated and validated where the Employer concurs.
- d) Upon submission to the JJEC, the Appeal will be heard within sixty (60) working days unless otherwise agreed to by the parties and subsequently considered and ratified by the JESC.

IMPLEMENTATION OF DECISION

- 22.14
- a) If a job is modified resulting in a higher or lower pay grade, the rules for salary adjustment under Article 40 Schedule "A" will apply.
 - b) If agreement exists, the effective date of the higher pay grade will be the date that the supervisor/manager and Employee agree that the change in job duties occurred.
 - c) If no agreement exists, the effective date will be twenty (20) days prior to the earliest of the date that the:
 - i) The Employee(s) validated an Employer-initiated review in keeping with Article 22.4(c);
 - ii) Bargaining Unit Job Re-evaluation Request form was completed by the Employee(s) and submitted in keeping with Article 22.6;
 - iii) Job description was due to be reviewed under Article 22.6-22.4.

EXCEPTIONS

22.15 The following do not constitute Article 22 modification:

- a) A title change without job content change,

- b) An increase in complement of positions currently in the NBU, and/or
- c) Changes in reporting without job content modification or alteration in authority.

PAY EQUITY AND EMPLOYMENT EQUITY

22.16 The Parties agree that the Joint Job Evaluation (JJE) System will be used to achieve internal equity, maintain pay equity, and for ongoing job evaluation and classification.

The parties will perform a pay equity review every two years and will implement pay equity maintenance using the job to job comparison method or if necessary the proportional value at minimum method. Evaluation results under JJE plan will be used to establish a job to job comparison or proportional value regression line from the entry level salary grade to the maximum salary grade. For greater clarity partial regression lines will not be used. Any required pay equity adjustments would apply from the end date of the last pay equity maintenance period.

ARTICLE 23 – HIRING OF CONTRACT EMPLOYEES

- 23.1 A contract employee is a person hired on an interim basis to replace permanent full-time employee(s) while they are absent for any approved leave.

A contract employee may also be a person hired to meet specialized or long-term demands, for a period not to exceed twelve (12) months or such longer periods that may be mutually agreed to between the parties to this Agreement. At the conclusion of this period, the contract will be terminated. The Employer will determine whether there is a continuing need for the work to be performed on an ongoing basis, and if so, the Employer will establish permanent positions in accordance with Article 8.

A contract employee may be a person hired to cover an Approved Period in accordance with the pregnancy leaves, long term disability leaves and statutory leaves of absence (see Article 18 & 20). At the conclusion of this Approved Period, the contract will be terminated and the Employer may post the position to the bargaining unit as a permanent position in accordance with Article 8.

- 23.2 The Employer will provide the name of all contract employees in accordance with Article 32.

Notwithstanding the preceding language within this Article 23.1, the parties agree that the Employer may, from time to time, hire such contract employees as may be necessary under the circumstances to meet work requirements during short-term periods of not more than sixty (60) working days for head office clerical or administrative staff absences or when the workload temporarily exceeds the capacity of the staff to handle it efficiently.

- 23.3 The hiring of such contract employees will not result in lay-offs, deletion of bargaining unit positions or be used to avoid filling vacant positions.
- 23.4 Vacation pay will be based upon four percent (4%) of earnings and will be paid bi-weekly.
- 23.5 Union dues will be deducted from all contract employees in accordance with Article 24.
- 23.6 No less than two (2) weeks before the expiration of their then current contract, provided the contract is of greater duration than 90 calendar days, each employee will be advised whether or not their contract will be renewed. A contract employee whose contract is not renewed is not entitled to file a grievance specific to the non-renewal. If the employer fails to give notice, or gives less than 2 weeks' notice, the employee will receive pay in lieu of notice

such that the amount of pay and the amount of notice totals to two (2) weeks.

23.7 This Article, together with Articles 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 15, 21, 22, 23, 24, 26, 27, 28, 29, 32, 33, and Schedule A, constitutes the entire Agreement between the parties on the subject of contract hires.

STUDENT EMPLOYEES

23.8 Articles 1, 2, 3, 4, 6, 7, 8, 10, 11, 12, 15, 21, 24, 26, 27, 28, 29, 32, 33, 34, and Schedule "A", constitutes the entire agreement between the parties on this subject.

A student is an employee who is employed for a fixed-term employee, who occupies a "student position" during his or her Regular Break Period ~~school, college or university vacation period during his or her regular school, college or university session or vacation period or occupying a "co-operative education student position" under a cooperative education program.~~

For the purposes of this Article 23, Regular Break Period shall mean the following:

- ~~A co-operative educational training program within the meaning of~~ The time during which the student is carrying out his/her work portion of his/her cooperative educational training program in a college, university or other post-secondary institution.
- The time during which a student who is enrolled in high-school, college, university or other post-secondary institution is on summer vacation, winter vacation, March break, spring break or reading week.
- ~~summer vacation, inter-semester breaks, academic breaks, December Holidays~~ A period of time of six (6) months following completion of the requirements for graduation from an educational institution, provided the student intends to engage in further college, university or other post-secondary institutional studies.

~~A "Student Position" is a fixed-term position the Employer with terms and conditions specifically applicable to students.~~

ARTICLE 24 - UNION DUES

- 24.1 There shall be deducted from the regular pay of every employee in the bargaining unit a sum equivalent to the bi-weekly dues of the Union in accordance with the Constitution and By-Laws of the Union.
- 24.2 There shall be deducted from the regular pay, a sum equivalent to the bi-weekly dues of the Union in accordance with the Constitution and By-Laws from every employee transferred to a non-bargaining unit position where that employee is temporarily transferred. In cases of permanent transfer to a non-bargaining unit position no union dues shall be deducted.
- 24.3 The deductions referred to herein shall be deducted from the regular pay of employees and shall be payable, to the Ontario Compensation Employees Union / CUPE Local 1750 within five (5) working days of the regular pay date, together with a list of names of employees from whose pay deductions have been made. Late payments will be subject to an interest payment of the Bank of Canada prime rate, plus six percent (6%) per annum.
- 24.4 This list of employees shall provide the names (in alphabetical order) and payroll numbers of all employees having dues deduction, together with the bi-weekly total for each employee, the accumulated total of each employee for the calendar year and the average weekly wage of bargaining unit employees based on actual earnings.
- 24.5 The Employer will, on request, provide the Union with a separate employee listing giving the employee's name (in alphabetical order), pay band, gross weekly salary and transfer date.
- 24.6 The Union must advise the Employer, in writing, of the amount of the regular dues to be deducted, which amount shall continue to be deducted until changed by a further written notice to the Employer signed by authorized officials of the Union.
- 24.7 The Union agrees to indemnify and save the Employer harmless from any liability out of the operation of this Article.

ARTICLE 25 – BENEFITS

25.1 Notwithstanding all the other terms provided in this Article 25, benefits shall be governed by the Master Policy of Insurance in effect, at the given time a copy of which is posted on the carrier of insurance web site and a copy of such will be provided upon the Union's request.

The Employee shall have the right to enter into a new Master Policies of Insurance provided that the new Master Policy of Insurance provides benefits, which in their totality are equal to or greater than, those of the existing Master Policy of Insurance.

This includes, but not limited to, the following Basic Life Insurance, Optional Group Life Insurance, Dependent Life Insurance, AD&D, Short-term Disability, Long-term Disability, Extended Health & Dental Care, Vision Care and Retirement Benefits, when and where applicable.

Selection of the benefit provider will be at the sole discretion of the Employee and its applicable system partners, in accordance with their procurement policies and applicable statutory directives.

Upon selection of a benefit carrier, the Employee will consult with the Union on the benefit package that will be utilized by employees throughout the life of the collective agreement.

25.2 BASIC GROUP LIFE INSURANCE

Basic group life insurance equal to the annual wage of each employee is provided by the Employee at no cost to the employee.

25.3 OPTIONAL GROUP LIFE INSURANCE

Additional life insurance coverage of one (1), two (2) or three (3) times an employee's annual salary can be purchased by an employee. The employee will pay one hundred percent (100%) of the premiums for any optional life insurance. Where the premium charged by the carrier is age dependent, the premium paid by employees shall be equal to the average premium rate paid for the basic group life insurance policy by the Employee.

25.4 DEPENDENT LIFE INSURANCE

Dependent life insurance coverage is available as follows:

Spouse	=	\$20,000.00
Child	=	\$10,000.00

25.5 ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE

This benefit provides \$100,000.00 of insurance coverage twenty-four (24) hours a day, seven (7) days a week.

25.6 SHORT TERM DISABILITY

See Article 18

25.7 LONG TERM DISABILITY

See Article 18

25.8 DENTAL PLAN

This benefit provides for:

- a) Current Ontario Dental Association Fee schedule;
- a) One hundred percent (100%) of Basic and Routine Services, including endodontics, periodontics, denture repairs and relines, and repairs to appliances and recalls every nine months;
- b) Fifty percent (50%) of Dentures with a lifetime maximum of two thousand dollars (\$2,000);
- c) Fifty percent (50%) of Crowns, and Bridgework and implants (implants are subject to alternate benefit clause) with a maximum benefit of two thousand dollars (\$2,000);
- d) Fifty percent (50%) of Orthodontic expenses with a lifetime maximum benefit of two thousand dollars (\$2,000); (No employee coverage. Coverage for dependent children 6 – 19 years.

25.9 EXTENDED MEDICAL CARE

One hundred percent (100%) of expenses incurred for semi-private hospital room accommodation; convalescent or chronic care hospital charges; out-patient hospital charges; private duty nursing (fifteen thousand dollars [\$15,000] per year);

25.10 PRESCRIPTION DRUGS

One hundred percent (100%) reimbursement of generic drugs unless there is no substitution, sera, injectables and insulin prescribed by a doctor, but not including vitamins or vitamin preparations (unless injected), patent or proprietary medicines.

25.11 MENTAL HEALTH

One hundred percent (100%) of expenses incurred for Clinical Psychologists, a registered Social Worker or registered Psychotherapist with a maximum of five hundred dollars (\$500) per year.

25.12 **VISION and MISCELLANEOUS MEDICAL EXPENSES**

No deductible, no overall maximum.

- a) Paramedical payments:
- physiotherapy (five hundred dollars [\$500] per year);
 - speech therapy (five hundred dollars [\$500] per year);
 - chiropractors (five hundred dollars [\$500] per year) and in addition,
 - osteopaths, (five hundred dollars [\$500] per year);
 - naturopaths, five hundred dollars [\$500] per year);
 - podiatrists (five hundred dollars [\$500] per year);
 - registered massage therapists, (five hundred dollars [\$500] per year);
- b) Vision Care:
Eyeglasses or contact lenses to a maximum of three hundred dollars (\$300) in any twenty-four (24) month period. In addition, employees will be reimbursed the cost of eye exams up to a maximum of one hundred dollars (\$100) per exam in any twenty-four (24) month period.
- c) Prosthetic appliances; durable medical equipment; medical services and supplies;
- d) Orthotic / Orthopedic:
- Custom-made orthotic insoles: 1 pair per 12 months.
 - Orthopedic shoes two (2) pairs per calendar year, to a maximum of five hundred (\$500.00) per calendar year
- e) Hearing aids (five hundred dollars [\$500] per 3 years).
- f) Ambulance services; accidental dental (coverage up to 24 months from date of accident); reasonable and customary charges, in excess of the amount payable by OHIP, for hospital room and board, physician and surgeon charges and other medical services and supplies required while travelling or vacationing outside Ontario or Canada.

25.12 **HEALTH CARE SPENDING ACCOUNT:**

The Health Care Spending Account (HCSA) can be applied to any Health or Dental expenses that exceed the maximum coverage amounts of the Master Policy of Insurance ~~more than maximum coverage amounts~~. The HCSA limit is ~~up to a limit of~~ \$100 for single coverage and \$225 for family coverage per calendar year AND;

Effective January 1, 2022 the HCSA limit is \$150 for single coverage and \$350 for family coverage per calendar year AND;

Effective January 1, 2023 the HCSA limit is \$175 for single coverage and \$425 for family coverage per calendar year.

25.13 In addition to the benefits outlined above, the Employee agrees to continue and maintain:

- a) Employee Health Tax.
- b) Employee membership in the Employee Pension Plan.

25.14 The Employee will provide each employee with a statement of benefits on an annual basis no later than April 30th of each year.

25.15 **POST RETIREMENT BENEFITS (PRB)**

An employee who is on the payroll as of date of ratification or has been employed by the Employee or a predecessor organization and qualifies for Employee funded retiree benefits under legacy practices shall maintain their current entitlement. Individuals who qualify are listed in the Memorandum of Agreement (MoA) attached to this Agreement.

Employees who are not listed in the aforementioned MoA and are not eligible for post-retirement benefits in accordance with the MoA, shall be given the opportunity to obtain self-funded coverage in a mutually agreed to benefit package. The Employee and Union agree to facilitate this opportunity.

ARTICLE 26 - DISCRIMINATION OR HARASSMENT

- 26.1 The parties agree that all employees shall be free of discrimination, harassment and/or violence in the workplace as is required by the Human Rights Code of Ontario, and the Occupational Health and Safety Act of Ontario. Every employee is expected to respect the freedom, rights and dignity of others.
- 26.2 There will be no discrimination or harassment practiced. This includes but is not limited to reasons of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed or religion, sex, sexual orientation, age, marital status, same sex partnership, gender identity, gender expression, family status, record of offences, physical or mental disability, or any other reason as outlined in the Ontario Human Rights Code, as amended from time to time.
- 26.3 Harassment is defined as engaging in a course of vexatious comments or conduct that is known, or ought reasonably to be known, to be unwelcome.
- 26.4 Harassment of a sexual nature is comprised of sexual comments, gestures, or contact that the individual knows or ought reasonably to know to be unwelcome, objectionable or offensive. The behaviour may be on a one time basis or series of incidents, however minor. Harassment of a sexual nature is unsolicited, one-sided and/or coercive. Both males and females may be victims of such actions.
- 26.5 The Employer and Union recognize extenuating circumstances that may lead to the need for third party investigations. With Employer agreement, disputes will be submitted to a mutually agreed upon third party.

ARTICLE 27 - GENERAL

APPAREL

- 27.1 The Employer will provide and replace upon approval of management at no cost to the employee safety apparel and safety equipment where required by the Employer or by law.

BULLETIN BOARDS

- 27.2 Union notices of meetings and such other notices as may be of interest to the employees will be posted on bulletin boards by the Employer or Union Representatives. Union bulletin boards are not to exceed the size of the standard bulletin boards used by the Association. Designated bulletin boards shall be at all Company facilities including the ~~Centre for Health & Safety Innovation (CHSI)~~, Voyager Training Centre and Skills Development Centre (SDC).

OCEU/CUPE logos (one (1) each) shall be adhered/posted on the front and back doors of the building, subject to management approval.

- 27.3 The Employer shall, without charge, provide the Union with a five (5) drawer lockable filing cabinet.
- 27.4 Meeting rooms will be provided by the Employer upon request and subject to availability.
- 27.5 Day(s)" will mean "working day(s)", unless otherwise specified.

COLLECTIVE AGREEMENT [Relocated from Art. 15.2]

- 27.6 The Employer will bear the cost of printing sufficient copies of the Collective Agreement for each member of the bargaining unit and extra for the Union. This printing will be done by employees in the bargaining unit, (without delay) following the signing of the Agreement. ~~All probationary employees will receive a copy of the Collective Agreement.~~

ARTICLE 28 - BUSINESS EXPENSES

REIMBURSEMENT FOR MEAL COSTS

28.1 The Employer will reimburse an Employee for the cost of meals purchased during the normal meal period while working away from his or her designated headquarters in accordance with the provisions below.

28.2 Upon ratification, the reimbursement for each meal purchased is:

	2021 – 31Mar.2022	01Apr.2022 onward
Breakfast	\$11.00	\$11.00
Lunch	\$15.00	\$16.00
Dinner	\$23.00	\$24.00
Total	\$49.00	\$51.00

- * If there is a difference between (1) the total value of all the meal rates within this agreement; and (2) the total value of all meals set out in an applicable Ministry of Government Services Travel Meal and Hospitality Directive, the greater total value shall prevail.

In accordance with the policies and procedures of the Ministry of Government Services Travel, Meal and Hospitality Expenses Directive, currently in effect, including submission of original itemized receipt for all meal expenses.

Notwithstanding the above, Employees whose work requires an overnight accommodation will not be required to submit receipts for meals consumed and paid for that day. Receipts will also not be required for meals consumed and paid for during any travel associated with an overnight accommodation.

Meal allowance will not be claimed where a meal is included in the cost of accommodation, seminars, or conferences and is consumed. Where a meal is included in the cost of seminars or conferences and is not consumed for a reason (e.g. dietary preference, scheduling) the Employee may submit an expense in which case the Employee will be reimbursed for the amount indicated on the itemized receipt.

28.3 When more than one meal is claimed for any day, the Employee may allocate the combined maximum rate between the meals. This now becomes the maximum rate of the two meals, regardless of what an Employee spends on each.

- 28.4 Reimbursement for the cost of a meal(s) beyond the maximum set out in paragraph 28.2 requires the approval of the Employee's manager and must be supported by original itemized receipts.
- 28.5 When an Employee is authorized by the Department Manager to pay meal and other business related costs for guests and the group also included other Employees, the Employee may pay for the meals of both the guests and the other Employees and claim the costs. The expense account must show a brief explanation of the circumstances, the names of the guests and the names of the Employees.
- 28.6 Reimbursement for the cost of a meal(s) will be paid when an Employee is required to work away from his or her residence on the Employer's business during the normal meal period on a weekend or a holiday.
- 28.7 Reimbursement for breakfast costs will only be paid if the Employee was away from home on the Employer's business the night before.
- 28.8
- a) Reimbursement for lunch costs will be paid when staff are on the Employer's business during the normal lunch period and are a distance of more than ten (10) kilometres from their designated headquarters.
 - b) To be eligible for reimbursement of lunch costs when at head office, an Employee must:
 - i) Operate from a home office located outside a radius of ten (10) kilometres from the Association's head office.
 - c) Head office staff are not subject to the restriction in (a) while doing the Employer's business away from head office.
- 28.9 Reimbursement for the cost of dinner will be paid when staff are working at the Employer's head office for more than two (2) hours beyond their regular hours of work or when staff are away from their designated headquarters on the Employer's business more than two (2) hours beyond their regular hours of work.
- 28.10 Notwithstanding paragraph 28.8, an Employee who continues to work more than two (2) hours overtime immediately following his or her scheduled hours of work without notification of the requirement to work such overtime, prior to the end of his or her previously scheduled shift shall be reimbursed for one (1) dinner except where free meals are provided and consumed or where the Employee is being compensated for dinner(s) on some other basis.
- 28.11 If paragraph 28.10 is an overtime situation per Article 11, one-half (½)

hour, with pay, shall be allowed for the Employee to consume the meal.

- 28.12 Claims for reimbursement of meal costs will be stated on the Employee's expense account claim form. Grocery receipts will be accepted provided they are submitted on a timely basis and do not exceed the daily maximum.

TELEPHONE CHARGES AND INTERNET

- 28.13 When an Employee uses his or her home or cell phone for business purposes, the Employer shall pay one hundred percent (100%) of the cost of one such phone and the monthly basic charges, usage, fees and taxes. When an Employee is directed, in writing, by the Employer to use his or her home telephone for business purposes, the Employer shall pay one hundred percent (100%) of the cost of one touch tone telephone and the monthly basic charges. Where an additional telephone line is installed, the Employer shall pay one hundred percent (100%) of the installation costs, the cost of one touch-tone telephone and the basic monthly charges. Where the Employer pays for the monthly telephone charges, the Employer may publish the telephone number as an ~~IHSA~~ Employer telephone number. In the event that Employees are issued cell phones the coverage shall convert from telephone reimbursement to an ~~IHSA~~ Employer paid cell phone reimbursement.

- 28.14 The Employer agrees to pay each Employee who has a designated home office an internet allowance of ~~forty dollars (\$40.00) and effective January 1, 2019~~ forty-five (\$45.00) dollars per month. Such allowance is designed to cover high speed internet service, where it is available.

Where an internet service is installed, the Employer shall pay one hundred percent (100%) of the installation costs with accompanying receipt.

- 28.15 Under normal circumstances, where long distance telephone calls are made for business purposes the Employee will use the phone issued by the Employer for any charges. Otherwise, the Employee must show the number called and the name of the person contacted on the expense account form. An original copy of the telephone bill indicating the charges shall be attached to the expense account form.

HOME OFFICE EQUIPMENT

- 28.16 The Employer will provide and replace upon approval of management at no cost to the Employee home office equipment where required by the Employer to perform duties of their job, as assigned.

ARTICLE 29 - BUSINESS TRAVEL

METHOD OF TRANSPORTATION

- 29.1 The method of transportation used will be that which:
- a) Involves the least expense to the Employer considering both the direct cost of travel and the travelling time involved, and/or
 - b) That which most readily facilitates the requirement to transport equipment and materials for meetings, seminars and educational programs.
 - c) ~~An employee shall be credited for time spent in travelling away from his or her designated headquarters.~~ (relocated from old 29.16)

TIME CREDITS WHILE TRAVELLING

~~An employee shall be credited for time spent in travelling away from his or her designated headquarters when business travel is by train of arrival at the destination or air, from two (2) hours before the scheduled time of departure of the carrier until one (1) hour after the actual arrival time at the destination.~~

AIR TRAVEL

- 29.2 Air travel will be economy class flight. When travel is by public carrier, time credits include two (2) hours for domestic flights or three (3) hours for international flights before the scheduled time of departure of the carrier until one (1) hour after the actual arrival time at the destination.

TRAIN TRAVEL

- 29.3 Where train travel is used by an employee on business, club car accommodation shall be provided for day travel and roomette accommodation shall be provided for overnight travel. When travel is by train, time credits include one (1) hour ~~two (2) hours~~ before the scheduled time of departure until one (1) hour after the arrival time at the destination.

TAXIS, ETC.

- 29.4 Where a taxi is used by an employee on business, the expense will be reimbursed providing the starting point, destination and purpose are included on the expense account claim and a receipt is provided.

PUBLIC TRANSPORTATION

29.5 Where public transportation is used by an employee on business, the expense will be reimbursed. Receipts are not required.

AUTOMOBILE TRAVEL

29.6 Automobile travel on the Employer's business is defined to be an automobile trip undertaken by an employee that carries him or her away from his or her designated headquarters for the purpose of conducting the Employer's business.

29.7 An employee using his or her own vehicle for business purposes is required to carry public liability insurance of at least two million dollars (\$2,000,000).

An employee will be reimbursed the deductible portion of vehicle insurance to a maximum of five hundred dollars (\$500), on an employee's personal vehicle (excluding comprehensive claims) if the vehicle is damaged while being used for the Employer's purposes.

29.8 The rates below will be applicable for the duration of this agreement, upon ratification:

Effective:	Jan 2021 to Dec 2021	Jan.2022 to Dec.2023
Up to 5000 km	58 ¢/km	59 ¢/km
5001 km or more	52 ¢/km	53 ¢/km

The per/km rate shall be based on a two (2) year lag-period established in January to match the automobile allowance rates set by the Canada Revenue Agency. The following website will be used for the rates:

<https://www.canada.ca/en/revenue-agency/services/tax/businesses/topics/payroll/benefits-allowances/automobile/automobile-motor-vehicle-allowances/automobile-allowance-rates.html>

29.9 **Vehicle Allowance Program (VAP):**

Bargaining unit employees, in conjunction with their immediate supervisor, who estimate they will be travelling more than twenty-four thousand (24,000) business kilometres per year will be placed into the VAP to provide bi-weekly reimbursement.

Any difference between the projected business kilometres

(km) and the actual distance travelled, shall be reconciled at the end of each calendar year.

Annual Business Travel Calculator

Depreciation - 20,000 km @ 27¢
Additional depreciation @ \$48 per 1,000 km above 20,000 km
Business / Personal Insurance (see below)
MTO annual license and plate renewal @ \$210
Operating costs (projected / actual km traveled x 19.65¢)

Fixed Insurance Rate <i>(factors business travel in accordance with Article 29.2)</i>		2020	2021	2022	2023
Central	<i>Toronto, Durham, Halton, Peel, York and Hamilton</i>	\$1,900	\$1919	\$1938	1957
Regional	<i>Areas outside of central</i>	\$1,420	\$1,434	\$1,448	\$1,463

29.10 Parking charges incurred during regular business activity will be paid by the Employer. All reimbursements for parking charges are subject to receipts being provided and on the condition that the vehicle was used or was expected to be used for business on the day in question. Parking lot charges will not apply to overnight parking in the area of the employee's residence.

29.11 No reimbursement will be made for fines imposed for either traffic or parking violations.

Toll highways are payable upon prior approval of their Manager. Toll charges shall be submitted with expense accounts.

TRAVEL & COMMUTING TIME

29.12 IHSA employees perform their employment duties out of one of two three types of premises: ~~home offices,~~ the corporate offices (as defined below) and ~~client-based offices~~ or in a remote work arrangement, as designated or assigned by the Employer by job classification. ~~The location at which an employee spends the majority of their working hours is their “regular place of business”.~~ The type of premise ~~The location of an employee’s regular place of business~~ will determine Commuting Time and Travel Time.

The Employer may require a new employee to work from corporate offices for the employee’s initial twelve (12) months of continuous service during which time the employee will not be eligible for the commuting time.

Corporate Office Employees

A corporate office employee is an employee who is designated or assigned by the Employer by job classification whose “regular place of business” is an Employers Corporate Office. “Corporate Office” is defined as a cluster of Toronto IHSA locations within 10 km of each other (Voyager, CHSI and Skills Development Centre SDG).

- Commuting Time, is defined as any time spent traveling between the employee’s residence and their assigned Corporate Office and are non-working hours which falls outside of the hours of work provisions of this Collective Agreement. Accordingly, commuting time for office employees is non-compensable.
- Travel time, is defined as any time spent and kilometres travelled by an employee to get to or from a location other than the Corporate Office. The Employer will reimburse all corporate office-based employees for kilometres during travel time.

Remote Work Employees

A remote work employee is an employee who is not designated or assigned by the Employer to the Corporate Office. For greater clarity, employees previously classified as “Home-Based” or “Client-Based” are now referred to as “Remote Work” employees.

The Employer will reimburse remote work employees for all kilometres between their residence and the client’s place of business, local training or meeting facility and/or a Corporate Office, as per the Collective Agreement.

- Commuting time, is defined as any time it takes for the employee to travel thirty (30) minutes, per direction, between the employee’s residence and the client’s place of business, local training or meeting facility or to the Corporate Office.
- Travel time, is defined as any time spent getting to and from a destination where: Commuting time does not apply where:
 - an overnight trip stay would be approved by the Employer in light of the distance being traveled (also applies where an employee elects to not stay overnight).
 - on a Saturday, Sunday or during a statutory holiday getting to or from the employee’s residence and the client’s place of business, a local training or meeting facility or a Corporate Office as required by the Employer.

Client-Based Employees

A client-based employee is not attached to a Corporate

~~Office and whose “regular place of business” is the client location, as assigned from time to time.~~

- ~~• Commuting time, is defined as any time it takes for the employee to travel fifty (50) kilometers or sixty (60) minutes, per direction, whichever comes first, between the employee’s residence and the client’s place of business, local training or meeting facility or to a Corporate Office.
 - ~~○ The Employer will reimburse client-based employees for all kilometres between their residence and the client office, local training or meeting facility and/or a Corporate Office, as per the Collective Agreement.~~~~
- ~~• Travel time, is defined as any time spent getting to and from a destination including the initial time spent to travel 50 km where:
 - ~~○ an overnight trip stay would be approved by the Employer in light of the distance being traveled (also applies where an employee elects to not stay overnight).~~
 - ~~○ on a Saturday, Sunday or during a statutory holiday getting to or from the employee’s residence and the client’s place of business, a local training or meeting facility or a Corporate Office as required by the Employer.~~~~

Home-Based Employees

~~A home-based employee whose “regular place of business” is the employee’s place of residence.~~

- ~~• Travel time, is defined as any time spent by an employee to get between their home office and another location, at the request or direction of the Employer. The Employer will reimburse all home-based employees for kilometres during travel time.~~

ARTICLE 30 - STAFF APPRAISALS

- 30.1 The Employer will supply the Union with copies of the rules and procedures covering any Staff Appraisal System in operation covering employees in the bargaining unit and together with such information, any instructions or guidance as is made available to supervisors with respect to their role in appraising the performance of employees under their supervision.

ARTICLE 31 - HUMAN RESOURCE FILE DOCUMENTATION

- 31.1 When performance appraisals, progress reports and disciplinary letters are to be filed in an employee's file, the employee shall be shown a copy before it is placed in his or her file. Employees will be provided written confirmation when the letters are removed. The employee may add his or her view on the matter to his or her personnel file before the correspondence is entered into the file. The employee will receive a copy of all disciplinary notes, and upon the request of the employee, which will not be unreasonably demanded, a copy of the human resource file documentation which will include but not limited to the performance review, disciplinary letters and educational achievements will be provided to the employee.

ARTICLE 32 – COMMUNICATION & MEMBERSHIP LIST

32.1 Employees who are recognized Union Representatives may communicate with bargaining unit members in the workplace during working hours on the understanding that the operations of the Employer will not be adversely affected.

32.2 Active Permanent Members

The employer will provide an updated membership list to the union ~~at the last business day of every quarter~~ which will include the following information; Employee Name, Employee identification number, home address, phone number, ~~work email address~~, permanent job title, temporary job title, ~~contract job title~~, permanent location, temporary location, salary grade, salary grade step level, hourly wage, service date and seniority date.

32.3 Contract Employees

The employer will provide an updated list of contract hires including student hires-which will include the following information; Employee Name, Employee identification number, home address, phone number, contract job title, permanent / temporary location, salary grade, salary grade step level, hourly wage, service date and seniority date.

32.4 Retired Members

The Employer shall provide to the Union, a list, in electronic format, of those former employees ~~and of the survivors of those deceased former employees~~ who have entitlement to a pension benefit under the WSIB employee's pension plan and who were employed, or who are the survivor of an individual who was employed, by the Employer in a bargaining unit position on their last day of employment. This list shall include the following information, unless the information is not contained in the Employer's records:

- Employee Name (and in the case of Survivors the name of the Employee and the name of the Survivor)
- Telephone Number
- Home Address
- Date of termination of employment from the Employer
- Employee identification number

32.5 Temporary Agency Hires

The Employer will provide OCEU/ Local 1750 a list of agency staff on a

quarterly basis including:

- Agency employee assigned
- Office location
- Job title
- Date of hire in the current role, and the expected duration of the work assignment.

32.6 **Membership List** (was section b of 32.4)

The Employer shall provide to the Union the list of active and contract members and retired members same information set out in paragraphs above on a quarterly basis in February, May, August and November each year.

32.7 **Voting:**

With advance notice of not less than thirty-five calendar days the Employer will provide the Union with a list of Bargaining Unit employee workplace email addresses for the purpose of conducting electronic voting.

The Employer will permit access to the workplace equipment to enable two email voting notices be received for a ballot and to permit Bargaining Employees to cast their electronic ballot on the understanding that the business of the Employer will not be adversely affected.

In addition to any ratification votes the Employer will support electronic balloting for Health & Safety elections, Union elections and Constitutional votes.

32.8 The Union agrees to indemnify and save the Employer harmless from any liability arising out of the operation of this Article.

ARTICLE 33 – HEALTH AND SAFETY

HEALTH AND SAFETY

- 33.1 The Employer and the Union agree to maintain the established Joint Health and Safety Committee in accordance with the existing "Terms of Reference, IHSA Health and Safety Committee", and subject to the provisions of the Occupational Health and Safety Act, its Regulations, codes of practice and guidelines. Union representation on this committee shall be in accordance with the terms of reference.

DAY OF MOURNING

- 33.2 The parties agree that on the day of mourning held once a year, the Union Representatives will be given time off with pay to attend the local day of mourning ceremonies.

WORK / LIFE BALANCE

- 33.3 The Employer and the Union are committed to maintaining a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all employees and recognizes the inherent worth and dignity of every employee.

The Employer undertakes to:

- protect the safety and health of its employees when assigning work, covering absence or vacation leave.

The Employer and the Union acknowledge that workload can fluctuate and should be reviewed on an ongoing basis with the goal of equitable and reasonable distribution of workload.

The Employer will ensure that employees know what is expected of them by providing ongoing performance feedback and collaborate on development objectives through regular supervision.

ARTICLE 34 - CONTRACTING OUT OF WORK

34.1 The employer will not contract out work regularly performed by bargaining unit employees that results in a loss of job.

34.2 An exception to Article 34.1 would be when a directive from Workplace Safety and Insurance Board (WSIB) or Ministry of Labour (MOL) Training and Standards Development (MLTSD) is given which would impact this provision. Upon this occurrence the Union and the Employer shall meet with the intent of reaching an agreement, in good faith, regarding any special provisions that may be necessary to assist affected employees beyond the provisions contained in the Collective Agreement.

Every reasonable effort shall be made by HSA the Employer to explore alternatives to contracting out.

34.3 Any newly or significantly revised training programs that require an instructor workshop or programs related to the Certificate of Recognition (COR), where-by the programs' have been made available to employers, unions, and/or colleges and other health & safety associations; the HSA Employer agrees to restrict for-profit/private, consultant's/trainers'/auditors' access to new or significantly revised training or auditing program until such time the Union and the Employer meet with the intent of reaching an agreement, in good faith, regarding any special provisions that may be necessary.

Unless otherwise mutually agreed upon by the parties in writing, the parties shall meet within twenty (20) business days of the Employer notifying the Union of the new revised training program.

For the sake of clarity, the restricted access referenced above shall not apply to the existing consultant/trainers/auditors and the programs they are currently approved to conduct effective April 1, 2018.

34.4 Subject to 34.2 and 34.3, no permanent employee of the Employer shall, as a result of such contracting out thereby lose employment, be demoted to a lower salary grade or suffer a loss of regular wages and benefits as a result of contracting out of work performed by employees in the bargaining unit.

34.5 Employees of the Employer excluded from the bargaining unit shall not perform bargaining unit work to the extent of creating a layoff or to avoid filling a vacant bargaining unit position in accordance with job posting procedures.

ARTICLE 35 - RELOCATION EXPENSES

35.1 APPLICATION AND SCOPE

This Agreement applies to all permanent employees for relocations of either a permanent or temporary nature. This agreement does not apply to relocations resulting from any move of the head office of the Employer except where the relocation, of the head office, is 80 kilometres or more.

Relocation expenses refer to expenses associated with the sale of a home and/or moving from one principal residence to another, whether owned or rented. Expenses related to the relocation of recreation property or secondary residences are excluded from this agreement.

35.2 MANDATORY REQUIREMENTS

For the purposes of this Agreement, reimbursement of expenses shall be paid when the relocation is such that:

- a) The road distance between the previous and new places of employment is at least (80) kilometres; and
- b) The road distance between the employee's new place of residence and the new place of employment is at least eighty (80) kilometres less than the road distance between the employee's previous residence and the new place of employment; and the employee meets the eligibility requirements of Article 35.3
- c) Legal transactions associated with the relocation of a principal residence and other associated costs on a principal residence must be completed within one year of the approval of the relocation.
- d) Should a relocated employee terminate employment within one (1) year of assuming the duties of the position, the employee shall reimburse the Employer for the relocation expense incurred by the Employer.
- e) The Employer is not required to pay any expense as set out in this agreement for which the employee is entitled to reimbursement by a third party.
- f) When the spouse of an employee is also an employee and both employees are eligible for relocation, only one employee will be reimbursed.

- g) When the death of a relocated employee occurs within one (1) year of relocation, the expenses to return the dependents of the employee to their previous location within Ontario or any other location in Ontario of equal or lesser distance shall be paid by the Employer according to this agreement.

35.3 ELIGIBILITY

- a) A permanent employee is eligible for reimbursement of relocation expenses when:
- The employee is the successful candidate in a job posting resulting in a promotion and must relocate at the Employer's request to fill the vacancy, or;
 - The move is at the request of the Employer.
 - A move which results from a successful job competition not involving a promotion for the successful candidate is considered to be voluntary and the candidate is ineligible for reimbursement of relocation expenses.
- b) Employees who cannot be placed in a suitable position within eighty (80) kilometres of their existing work location following a significant organizational or technological change and are transferred by management to a suitable vacancy which is more than eighty (80) kilometres from the existing work location are eligible for home relocation.
- c) If an employee is offered a suitable position following a significant organizational or technological change which is within their current or an equivalent salary grade and within eighty (80) kilometres of their existing work location and the employee chooses a different position which is more than eighty (80) kilometres from the existing work location, the employee is not eligible for reimbursement of relocation expenses.

35.4 TRAVEL EXPENSES

- a) If an employee is relocated temporarily or wishes to commute rather than relocate, he or she may receive a travel allowance subject to:
- Long term costs not to exceed the cost of relocation, and
 - Commuting distance considered reasonable.
- b) This travel allowance is considered a taxable benefit and it will be included at the year-end on the employee's T4. (For temporary accommodation, see Article 35.8)
- c) When an employee agrees to relocate and is

required to report to the new work base prior to assuming occupancy of the new residence, a travel allowance may be paid from the old home to the new work base, for the time between the sale of the existing residence and occupancy of the new residence. This temporary travel allowance is of a short-term nature and, provided the costs do not exceed costs of moving, are non-taxable. An employee's expense account form will be required to claim the necessary costs.

- d) Reasonable expenses will be paid for a maximum of three visits by the employee (and spouse) to the new location to select suitable accommodation. Expenses covered include transportation to and from the new location (that involves the least expense to the Employer), overnight accommodation, and meals, as set out in the Collective Agreement.

If necessary, the Employer will advance the employee up to two (2) weeks' gross salary to cover out-of-pocket expenses incurred while enroute to the new location. Such advances/charges shall be recovered from future allowable expenses.

35.5 SALE/PURCHASE OF A RESIDENCE

Employees who own a home and who are authorized to relocate may elect to sell his or her principal residence at the old place of employment and purchase another home at their new place of employment.

a) Sale of Residence

The following criteria must be met for an employee to be eligible for reimbursement of relocation costs which would be incurred in the sale of the residence:

- The residence must be located in Canada;
- The residence is registered in the name of the employee, spouse, or both;
- The residence is occupied by the employee;
- The residence is the employee's principal place of residence.

The Employer does not reimburse the full costs in the sale of the residence where the property is:

- A multiple family unit;
- An income producing property, i.e., a farm or rooming house where the market value is greater than that of a family residence;
- Of unusual value due to historic or other reasons, as determined by the Employer.

Where these cases exist, the compensation is based on the value of a

comparable single family dwelling in the vicinity of the employee's property, on a lot size appropriate to its location but not more than one (1) acre.

If the conditions set out in 35.5 (a) and (b) are met, employees will be reimbursed for the following:

- The fee charged by a registered real estate broker, within the scale for the multiple listing service (MLS) in the area; marketable title of the property, up to the tariff set by the local county or district law association; interest.

b) **Purchase of Residence**

The criteria for reimbursement of relocation costs associated with the purchase of a home at the new place of employment is the same as that set out for the sale of a residence.

When those conditions are met, the following expenses will be reimbursed:

- Legal expenses incurred in the purchase that were necessary to obtain clear marketable title to the property, up to the tariff set by the local county or district law association, i.e., a sheriff's fee, a land transfer tax, costs of transferring a deed or the cost of a survey if it was required to confirm the description of the property to be purchased;
- Expenses incurred to acquire a first mortgage, such as appraisal cost and set-up fees related to the employee's principal residence.

35.6 LEASED RESIDENCE

- a) The employee is to make every effort to sublet leased accommodation either personally or through an agent.
- b) Where a discharge penalty must be paid to terminate the lease, this will be paid by the Employer after the employee has negotiated termination. The maximum allowable lease-breaking cost is the equivalent of two months' rent.
- c) Where an employee is relocating to a city with a shortage of rental units, an employee may exercise the option of using the services of a rental agent paid for by the Employer.

35.7 MOBILE HOMES

- a) This section applies when a mobile home is a principal residence.
- b) Where the mobile home is attached to a permanent foundation on an employee owned lot, the sale of the mobile home is treated

according to the Sale of Residence portion of this agreement.

- c) Where the property is leased, reasonable cost of discharging the lease and the moving of the mobile home to the selected property in the new location will be paid.

35.8 MOVING EXPENSES

- a) Temporary accommodation may be required if the relocation is of a temporary nature, or in the case of a permanent relocation, the permanent residence is not ready for occupancy at the time of the move. Employees seeking temporary accommodation are expected to arrange local accommodation in the area with the approval of the Employer.
- b) The cost of temporary accommodation and meals will be reimbursed to employees and their families for up to thirty (30) days. Longer periods (not to exceed ninety (90) days) will require the prior written authority of the Employer.
- c) If it is anticipated at the outset that the temporary period will exceed thirty (30) days, such as a temporary with a predetermined duration, the employee will be expected to arrange for the most economical and practical form of accommodation to minimize expense.
- d) Where an employee stays temporarily with a friend or relative, regular meal allowance at the prevailing rate will be paid. In addition, accommodation at the rate of twenty (\$20) per day will be paid.
- e) Pending prior approval of the Employer, when an employee requires an extended stay in temporary accommodation, reasonable incidental expenses will be paid by the Employer.
- f) Costs associated with a second move from an interim (temporary) residence to the permanent residence must be identified and approved by the Employer before the date of the initial move.
- g) Return travel expenses are paid to and from the employee's former location for one (1) weekend in every two (2), when the employee's dependents are unable to move immediately to the new location for reasons beyond the employee's control.
- h) Expenses for more frequent return trips may be authorized in advance by the Employer, provided the travel costs do not exceed the cost of accommodation and meals in the new location for the same period. Alternatively, reasonable expenses for visits of the employee's spouse to

the new location may be paid, subject to the prior approval of the Employer.

- i) Expenses covered during the move of the employee and his or her family from the former location to the new location include transportation that involves the least expense to the Employer, overnight accommodation and meals enroute as per terms of the Collective Agreement.
- j) Providing the employee obtains three (3) competitive bids from moving companies and receives approval from the Employer to proceed, the Employer will pay the normal expenses for the movement of household effects. Normal expenses may include:
 - Packing and shipping from the former residence;
 - Unpacking at the new residence;
 - Disconnect and reconnecting appliances, TV, cable, telephone and hydro;
 - The cost of insurance to cover goods in transit or in temporary storage. Examples of articles excluded from shipment at the Employer's expense are:
 - Heavy or massive hobby or recreation items (e.g., aeroplane, solarium, etc.);
 - Boats, motors, trailers, large rider mowers, farm or construction equipment, etc. (smaller units that can be moved conveniently may be accepted, e.g., small outboard motor or trail bike);
 - Building materials, patio stones, cement blocks, firewood, outdoor barbecues (brick, cement or stone), concrete lawn furniture;
 - Furniture, supplies and equipment from a recreational property;
 - Items used in association with a second source of family income;
 - Foodstuffs, frozen goods and supplies subject to spoilage;
 - Explosives, flammables and material that may cause damage if shipped (e.g., liquor, paint, solvents, bleaches, aerosol cans, ammunition, etc.);
 - Non-domestic animals, stocked aquaria;
 - Items requiring special shipment, preparation or transport equipment;
 - Money, securities, jewelry and furs;
 - Antiques, collector's items (e.g., rare stamps, books, coins, etc.) and works of art may be accepted for shipment at the employee's risk.
- k) Disconnection/connection fees for telephone, cable and hydro requires the submission of receipts to the Employer prior to payment by the Employer.

- l) In addition to the specific expenses previously mentioned and in recognition of the fact that an employee incurs other out-of-pocket expenses, such as new or altered curtains, carpet installation, and appliance replacement, which are a direct result of the relocation, an employee may claim reimbursement for such reasonable expenses up to an amount equivalent to two (2) weeks' normal gross salary in effect at date of relocation upon presentation of itemized receipts. Any questionable item must be pre-approved through the Employer.
- m) With prior approval, storage charges and any related extra insurance charges are reimbursable if the employee must place some or all furniture in storage due to temporary differing occupancy dates at the two residences.
- n) If the employee cannot reasonably be expected to drive the personal vehicle to the new location, freight charges for shipping the vehicle by the most economical and practical means will be reimbursed. If there is a second personal vehicle to be moved to the new location, an additional allowance is paid equivalent to the cost of transporting one (1) person to the new location by the most economical and practical means.
- o) The handling and shipping costs for small household pets (cats, dogs, etc.) are covered; this includes pre-travel veterinary expenses. Costs for their insurance or loss are excluded. The employee is responsible for making all shipment arrangements including the delivery and pick-up of pets.
- p) Tuition fees that have been paid by the employee and approved under the Tuition Assistance Plan are refunded by the Employer if the employee is unable to complete the course because of relocation or to obtain a refund. The Employer is not responsible for the loss of non-employer funded membership or tuition fees.

ARTICLE 36 - TRAINING AND EDUCATION ALLOWANCE

- 36.1 In order to encourage employees to continue to expand their skills, the Employer will reimburse employees for courses taken at recognized public or labour educational institutions outside of regular working hours. The allowance shall be subject to the availability of budget and the approval of the Employer, which approval will not be unreasonably withheld.

An employee will be reimbursed of the ~~successfully completed~~ course(s) taken within two (2) weeks of submitting their application for reimbursement.

An employee will within twenty (20) working days provide proof of successful completion upon receiving confirmation of same from the educational institution. An employee who does not successfully complete the course(s) will reimburse the Employer within twenty (20) working days for funds received for any course not successfully completed.

- 36.2 Courses which are deemed by the Employer to be essential for the performance of duties at work will be fully paid for and will be taken by the employee during regular, fully paid working hours.

ARTICLE 37 - WORKPLACE SAFETY AND INSURANCE BOARD COVERAGE

All parties to this Agreement, acknowledge and agree that they shall act in accordance with and comply with the Workplace Safety and Insurance Act (WSIA), its regulations and any formal, written policies issued by the Workplace Safety and Insurance Board (WSIB) in effect at the relevant time.

- 37.1 Where in an action arising out of an accident to a member of the Bargaining Unit, the Employer recovers from a third person as the result of such accident a larger amount, exclusive of costs, than the amount paid to or on behalf of such employee, the surplus amount shall be paid to such employee, or in the event of death, to one (1) or more of his or her dependents.
- 37.2
- a) An employee who is injured on duty in circumstances where no action for such injuries would lie against a third person, and who is unable to work as a result of such injury, shall, provided the employee has qualified for wellness credits under Article 17, be paid an amount equal to his or her full pay while the employee is off work and until such time as a ruling has been made by the Workplace Safety and Insurance Board upon the employee's claim.
 - b) If the Board approves the claim, the employee shall continue to receive the full amount as defined in a) above which will include the award of the Workplace Safety and Insurance Board.
 - c) Employees who have not qualified for wellness credits under Article 17, will, if their claim for a Workplace Safety and Insurance Board benefit is approved, receive their benefit payments from the Workplace Safety and Insurance Board.
 - d) If the employee is unable to return to work after a claim is approved, he or she shall receive the benefit payments approved by the Workplace Safety and Insurance Board directly from the Workplace Safety and Insurance Board. The employee's pension contributions, the employee's share of extended group life insurance premiums and any necessary statutory deductions will be paid by the Employer. No deductions will be made from the wellness leave credits of an employee who receives payments under paragraphs Article 37.2 (a) and to (c).
 - e) Where an employee is not entitled to WSIB benefits and is absent from work, the absence shall be considered under the conditions of Article 17, 18 and/or 20 of the Collective Agreement as applicable.
 - f) During the period of absence resulting from a compensable (WSIB)

accident, vacation credits will continue to accrue.

ARTICLE 38 - INDEMNIFICATION of EMPLOYEES:

38.1 Indemnification of Employees

The Employer will provide legal representation and indemnification to employees in legal proceedings arising out of alleged acts or omissions in the performance of their duties if the employee has acted honestly and in good faith. This does not include offences under the Highway Traffic Act.

Legal representation and indemnification will not be provided if the IHSA is satisfied that an employee knowingly and intentionally acted in direct violation of legislated law, employer policy or instruction and the employee did not have reasonable grounds to believe that his/her conduct was lawful.

Potential or actual legal proceedings, complaints or claims (including lawsuits), demands for payment, and complaints to the Human Rights Commission, the Ombudsman or any professional licensing body must be reported to the respective Vice President, and the President/CEO as soon as possible.

The Employer will decide whether exclusive carriage or handling of the defense of any claim including settlement, should be assumed by the Employer or whether separate counsel will be retained. A legal representative will be appointed at no cost to the employee if it has been determined that the employee has acted honestly and in good faith.

An employee will be required to retain separate counsel, if it appears that the interest of the Employer and the employee may be adverse. Whether legal costs of separate counsel will be paid by the Employer will be determined by the Employer on a case by case basis.

If an employee fails to cooperate with their appointed legal representative, the Employer may refuse to represent the employee and recommend that the employee retain separate legal counsel at their own expense.

The Employer will not be responsible for legal fees or disbursements or reimburse such expenses when an employee chooses to retain separate legal counsel without prior knowledge and approval from the Employer.

ARTICLE 39 – MEMORANDUM OF AGREEMENTS

39.1 The Appendices Memorandum of Agreements attached hereto shall be executed as part of this Agreement and shall form part of this Agreement:

- i. Appendix 1 – Job Hierarchy
- ii. Appendix 2 – Inclusion / Exclusion
- iii. Appendix 3 – Green-Circled Employees
- iv. Appendix 4 – Post Retirement Benefits
- v. Appendix 5 – Diversity & Inclusion Committee
- vi. Appendix 6 – Mentorship Program
- vii. Appendix 7 – Notice of Change of COVID-19 Working Conditions
- viii. Appendix 8 - Increase in Employee Pension Contributions

Article 40 Schedule “B” - Salary Rules:

The Employer will pay salaries in accordance with Schedule ‘A’ – pay grid.

1. The job start date is the date the employee commenced the current permanent job. Notwithstanding, where an employee is transferred to a new position in the same salary grade, the job start date will not be changed.
2. When a contract employee becomes a probationary employee in the same job, their job start date will be the date they began their uninterrupted contract employment in that job. Interruptions of 3 weeks or less will be considered as continuous service.
3. An employee who is promoted resulting in a higher salary grade will have their salary adjusted to the next highest salary amount in the new salary grade, and their future salary progression will thereafter be governed by the time interval for the new salary grade.
4. In accordance with Article 8.1(f) a job shall be filled within ten (10) working days of the job offer. Should the employee not be released within the ten (10) working days, they will start to receive their new higher salary, where applicable, effective the eleventh (11th) working day after the offer being made.
5. Temporary Assignments:

Where an employee is assigned to temporarily perform substantially the same duties of a position in a classification with a higher salary maximum, he or she shall be paid a rate in accordance with the promotion rules for all work in the higher classification from the date of the assignment.

- a. Paid leave of absence up to ten (10) working days taken during a temporary assignment will be at the higher rate.
- b. Paid leave of absence more than ten (10) working days for reasons other than approved vacation or union leave will be paid at the rate applicable to the classification from which the employee was assigned.

When a permanent employee performs a job on a temporary or permanent basis and is subsequently rehired to the same job they will be hired on a step that is no less than the step they last held.

6. When the employer temporarily assigns an employee to the core duties of a position in a lower salary grade, they will continue to be paid at the rate of the salary grade from which they were assigned.

7. Where an employee voluntarily accepts a permanent transfer to a position that is rated in a lower salary grade, he or she will move to the salary grade of the new position effective the date of the transfer. Ex: Their salary is above the maximum rate of the new job their salary will be reduced to the maximum rate of the new job.
8. If a job is modified and where any salary grade increase applies, the incumbent's job start date will not change. The incumbent's will have their salary adjusted to the next highest salary amount in the new salary grade and future step progression in the new salary grade will be governed by the length of time in the job.
9. If a job is modified and re-evaluated as a result of the Joint Job Evaluation Process, resulting in a lower pay grade, for a period of three (3) years the Employee will maintain their salary and the affected employee will not be eligible for general salary increases until their salary falls within the salary range of the lower position. However, the affected employee will receive fifty percent (50%) of general salary increases as a lump sum payment which will not be folded into their weekly salary. The date for lump sum payments will be the first pay following the anniversary date of each general increase.

After the three (3) year period, the employee's salary will be adjusted to the maximum salary within the salary scale of the position they are occupying.
10. Student employee wage rates as set out in the pay grid will increase annually by the amount of the general increase. If the student performs the full duties of a job they receive step one in the respective salary classification
11. The salary amounts are representative of annual sums based on a 35 hour work week.
12. Any and all time for which an employee is subject to formal discipline (written warning and/or suspension); and placed on a Performance Improvement Plan (PIP) shall not be included in any calculation for the purpose of advancement through the pay grid until the active PIP is concluded (*the additional period of time disciplinary letters remain in an employee's human resource file following conclusion of the PIP is not factored into this provision*). The Employer must have reasonable justification to place an employee on a PIP or keep an employee on a PIP. Performance appraisal documents are designed to coach and develop employees and when used in isolation are not disciplinary documents.
13. Income Protection (~~Red Circle~~): See Article 9.11

14. All employees who are 'Green Circled' (*income is above their salary grade maximum in accordance with the job evaluation plan implementation in 2012*), will maintain their current salary. This will continue until their salary falls within the salary range, for their respective salary grade, at which point they will have their salary increased to a step at the next higher amount.

ARTICLE 41 - DURATION OF CONTRACT

- 41.1 This Agreement shall remain effect from January 1, 2021 through to December 31, 2023 and unless either party gives to the other party written notice of termination of its desire to modify the agreement, then it shall continue for such period as the parties agree upon.
- 41.2 Notice that modifications are required or that either party intends to terminate the Agreement may only be given within a period of ninety (90) days prior to the expiration date of this Agreement.
- 41.3 Negotiations shall begin within fifteen (15) working days following the provision of the required written notification, unless otherwise mutually agreed upon by the parties.

For the Infrastructure Health & Safety Association

Ken Rayner

Anna Rondinelli

Greg Williamson

Dean Dunn

For the Ontario Compensation Employees Union / CUPE Local 1750

Harry Goslin

Tony Maccarone

Scott Laing

Peter Vi

Dana Zuest

David Dametto

Jason Defraga

Schedule "A"

Bargaining Unit Salary Ranges Effective January 1, 2021

Salary Grade	Step	Length / Months	01-Apr-21	01-Jan-22	01-Jan-23
			1.00%	1.00%	1.00%

Student			\$18.98	\$19.17	\$19.36
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Grade 1	1	12	\$42,556.46	\$42,982.03	\$43,411.85
	2	12	\$44,078.63	\$44,519.42	\$44,964.61
	3	12	\$45,600.80	\$46,056.81	\$46,517.38
	4	12	\$47,122.97	\$47,594.20	\$48,070.15
	5	12	\$48,645.15	\$49,131.60	\$49,622.91
	6	Max	\$50,167.32	\$50,668.99	\$51,175.68

Grade 2	1	12	\$47,380.24	\$47,854.04	\$48,332.58
	2	12	\$49,052.90	\$49,543.43	\$50,038.87
	3	12	\$50,725.56	\$51,232.82	\$51,745.15
	4	12	\$52,398.22	\$52,922.21	\$53,451.43
	5	12	\$54,070.89	\$54,611.59	\$55,157.71
	6	Max	\$55,743.56	\$56,300.99	\$56,864.00

Grade 3	1	12	\$52,632.81	\$53,159.13	\$53,690.73
	2	12	\$54,498.00	\$55,042.98	\$55,593.41
	3	12	\$56,363.20	\$56,926.83	\$57,496.10
	4	12	\$58,228.40	\$58,810.68	\$59,398.79
	5	12	\$60,093.60	\$60,694.53	\$61,301.48
	6	Max	\$61,958.77	\$62,578.36	\$63,204.14

Grade 4	1	12	\$58,528.53	\$59,113.82	\$59,704.95
	2	12	\$60,608.12	\$61,214.20	\$61,826.34
	3	12	\$62,687.71	\$63,314.59	\$63,947.73
	4	12	\$64,767.30	\$65,414.97	\$66,069.12
	5	12	\$66,846.89	\$67,515.36	\$68,190.51
	6	Max	\$68,926.46	\$69,615.72	\$70,311.88

Schedule "A"

Bargaining Unit Salary Ranges Effective January 1, 2021

Salary Grade	Step	Length / Months	01-Apr-21	01-Jan-22	01-Jan-23
			1.00%	1.00%	1.00%

Grade 5	1	12	\$65,174.63	\$65,826.38	\$66,484.64
	2	12	\$67,086.28	\$67,757.14	\$68,434.71
	3	12	\$68,997.93	\$69,687.91	\$70,384.79
	4	12	\$70,909.58	\$71,618.67	\$72,334.86
	5	12	\$72,821.22	\$73,549.43	\$74,284.93
	6	12	\$74,732.87	\$75,480.20	\$76,235.00
	7	Max	\$76,644.51	\$77,410.95	\$78,185.06

Grade 6	1	12	\$72,463.89	\$73,188.53	\$73,920.42
	2	12	\$74,589.93	\$75,335.83	\$76,089.19
	3	12	\$76,715.97	\$77,483.13	\$78,257.97
	4	12	\$78,842.01	\$79,630.43	\$80,426.74
	5	12	\$80,968.05	\$81,777.73	\$82,595.51
	6	12	\$83,094.09	\$83,925.03	\$84,764.29
	7	Max	\$85,220.11	\$86,072.31	\$86,933.04

Grade 7	1	12	\$80,503.53	\$81,308.57	\$82,121.66
	2	12	\$82,879.69	\$83,708.49	\$84,545.57
	3	12	\$85,255.85	\$86,108.41	\$86,969.49
	4	12	\$87,632.00	\$88,508.32	\$89,393.41
	5	12	\$90,008.16	\$90,908.24	\$91,817.32
	6	12	\$92,384.32	\$93,308.16	\$94,241.24
	7	Max	\$94,760.48	\$95,708.09	\$96,665.17

Grade 8	1	12	\$89,507.93	\$90,403.01	\$91,307.04
	2	12	\$91,774.39	\$92,692.13	\$93,619.05
	3	12	\$94,040.85	\$94,981.26	\$95,931.07
	4	12	\$96,307.31	\$97,270.38	\$98,243.08
	5	12	\$98,573.77	\$99,559.51	\$100,555.10
	6	12	\$100,840.23	\$101,848.63	\$102,867.12
	7	12	\$103,106.69	\$104,137.76	\$105,179.13
	8	Max	\$105,373.16	\$106,426.89	\$107,491.16

Schedule "A"

Bargaining Unit Salary Ranges Effective January 1, 2021

Salary Grade	Step	Length / Months	01-Apr-21	01-Jan-22	01-Jan-23
			1.00%	1.00%	1.00%

Grade 9	1	12	\$99,584.26	\$100,580.11	\$101,585.91
	2	12	\$102,095.69	\$103,116.65	\$104,147.81
	3	12	\$104,607.11	\$105,653.19	\$106,709.72
	4	12	\$107,118.54	\$108,189.72	\$109,271.62
	5	12	\$109,629.97	\$110,726.26	\$111,833.53
	6	12	\$112,141.39	\$113,262.80	\$114,395.43
	7	12	\$114,652.82	\$115,799.34	\$116,957.34
	8	Max	\$117,164.26	\$118,335.90	\$119,519.26

Grade 10	1	12	\$110,732.55	\$111,839.88	\$112,958.28
	2	12	\$113,519.63	\$114,654.82	\$115,801.37
	3	12	\$116,306.70	\$117,469.77	\$118,644.47
	4	12	\$119,093.78	\$120,284.71	\$121,487.56
	5	12	\$121,880.85	\$123,099.66	\$124,330.66
	6	12	\$124,667.93	\$125,914.61	\$127,173.75
	7	12	\$127,455.00	\$128,729.55	\$130,016.85
	8	Max	\$130,242.07	\$131,544.49	\$132,859.93

APPENDIX “1” - JOB HIERARCHY

Salary Scales and Classifications in the Bargaining Unit

GRADE	POSITION AND/OR TITLE
10	<ul style="list-style-type: none"> • Arborist and High Angle Rescue • Health & Safety Training Consultant (Arc Flash) • Health & Safety Training Consultant (Utility) • Powerline Technician Training & Apprenticeship Consultant • Utility Work Protection Code Coordinator
9	<ul style="list-style-type: none"> • Health & Safety Training Consultant • Health & Safety Consultant – Ergonomist • Lead COR™ Auditor • Program/Network Coordinator • Ergonomist • Hygienist
8	<ul style="list-style-type: none"> • Coordinator, Research and Stakeholder & Public Relations • Coordinator Stakeholder and Public Relations • Communications Writer • Health & Safety Consultant • Health & Safety Coordinator • Hygienist • Program Development Coordinator • Research Ergonomist • Safety Group & COR™ Consultant • Senior Accountant/Analyst • ZQ Project Coordinator and Safety Group Consultant • Health & Safety Management Systems Consultant – HSEp • Health & Safety Management Systems Consultant – COR
7	<ul style="list-style-type: none"> • Logistics Lead Hand • Writer / Web Content Editor
6	<ul style="list-style-type: none"> • Accountant / Analyst • Communications Writer • Creative Marketing Coordinator • Digital Media Marketing Coordinator / Designer • Media Relations / Communications Writer • Writer / Web Content Editor

5	<ul style="list-style-type: none"> • Customer Relations - Lead Hand • Graphic Designer • Research & Information Coordinator • Senior Project Analyst • System Support Specialist
4	<ul style="list-style-type: none"> • Communications Associate • Executive Assistant • Facilities Coordinator • Powerline Technician Apprenticeship Administrator
3	<ul style="list-style-type: none"> • Account Associate • COR™/Member Programs Administrator • Customer Service Representative • Facilities Coordinator • Finance Associate • Public Training Administrator • Service Excellence Administrator • Small Business Outreach Associate • Stakeholder Relations Administrator • Utility Work Protection Code Administrator
2	<ul style="list-style-type: none"> •
1	<ul style="list-style-type: none"> • Logistics Technician • Telephone Associate
A	<ul style="list-style-type: none"> • Student hires

Archived Positions:

GRADE	POSITION AND/OR TITLE
8	<ul style="list-style-type: none"> • ZQ Project Coordinator and Safety Group Consultant • ROI Analyst • Research & Development Consultant • Health & Safety Consultant (Mobile Classroom)
7	<ul style="list-style-type: none"> • Project Coordinator • Business Intelligence Specialist
6	<ul style="list-style-type: none"> • Communications Writer • Writer / Web Content Editor
4	<ul style="list-style-type: none"> • Fleet Safety Council Administrator
3	<ul style="list-style-type: none"> • Buyer Technician • Administrative Assistant • Video Production Technician • Customer Relations Representative • Administrative Assistant, Quality Assurance • Account Associate • Public Training Administrator

APPENDIX “2”

Memorandum of Agreement

Between
Infrastructure Health & Safety Association (employer)

And
Ontario Compensation Employees Union (union)

Re: Inclusion / Exclusion

In accordance with Article 2 of the Collective Agreement, the parties agree the following provisions will apply to jobs listed in this agreement in order to include or exclude positions from the bargaining unit, effective the date of ratification of the 2018 **2021** Collective Agreement.

This Agreement and any special provisions provided beyond those contained in the Collective Agreement have been reached in good faith. The parties agree to discuss and resolve issues relating to the application of this Memorandum of Agreement in order to minimize adverse effects, if any.

~~1. In full and final settlement of grievances #07-12-2017-01, and #IHSA-18-01, the parties agree as follows:~~

- ~~○ All employees holding contract jobs or are student hires shall move into the Bargaining Unit along with their job classification. Seniority shall be administered in accordance with Article 7 of the Collective Agreement.~~

~~2. The Union agrees to withdraw grievance #10-07-2017~~

3. The Union agrees to exclude the following from the bargaining unit:
- a. One (1) Human Resources Coordinator
 - b. One (1) Payroll & Benefits Associate

Signed at Toronto, Ontario on ~~this the 15 day of June, 2018~~ **January 1, 2021**

Signed at Toronto, Ontario on January 1, 2021

For:
Infrastructure Health & Safety Association

Ken Rayner, Vice President

For:
Ontario Compensation Employees Union

Harry Goslin, President

APPENDIX “3”

Memorandum of Agreement

Between
Infrastructure Health & Safety Association (employer)

And
Ontario Compensation Employees Union (union)

Re: ~~Job Evaluation Plan~~ Green-Circled Employees

In December 2012 the Parties agreed to implement the single gender-neutral job evaluation system to achieve equal pay for work of equal value for all jobs within the Bargaining Unit in compliance with the Pay Equity Act and in keeping with Article 22 of the Collective Agreement.

~~Employees whose salary was below the new salary band base were moved up to the minimum of the band on January 12, 2013.~~

~~Individuals who were being paid above the minimum and less than the maximum were entitled to pay for performance as in accordance with Pay for Performance System as set out in the letter of understanding dated October 14, 2011.~~

Employees who were paid above the new band maximum were not entitled to any increase of base salary such that their base salary was greater than the maximum of the pay band/salary grade. Where an employee’s base salary continues to be greater than the pay band/salary grade maximum, the employee will be provided with a lump sum payment, equal to the base salary increase of that given year.

Their salary will be ‘Green Circled’ such that the salary will not be reduced, provided they remain within the same pay band/salary grade. Such employees will be eligible for general salary increases when their salary falls within the applicable pay band/salary grade.

Signed at Toronto, Ontario on January 1, 2021

For:
Infrastructure Health & Safety Association

Ken Rayner, Vice President

For:
Ontario Compensation Employees Union

Harry Goslin, President

APPENDIX “4”

Memorandum of Agreement
Between:
Infrastructure Health & Safety Association
And
Ontario Compensation Employees Union/CUPE, Local 1750

Re: Post-Retirement Benefits

Employees listed below shall maintain their current entitlement in accordance with paragraph 25.16 of the Collective Agreement, subject to errors or omissions.

CSAO legacy	THSAO legacy	E&USA legacy
Araujo, Sandra	Bird, Bradley Robert	Belcredi-Furlong, Grace*
Giancontieri, Philippa	Boyer, Cynthia	Boyle, Carrie
Hopkins, Ray	D'Acres, Novelette	Chernyak, Gregory*
Lafrance, Luc	Iacono, George	Plumley, Christine
McCusker, Michael	Legault, Michel	Manes, Barry*
Moses, Florence	Tilley, Richard	Rosos, Jocelyn
Patel, Manisha	Whitman, Carol	Schoonderwoerd, Len*
Popovic, Davor	Whittier, Melanie	Vanags, Dawn M
Ricci, Michael		Ward, Kristina
Vi, Peter		White, Ariel

*denotes 50% co-pay

NOTE: Retirement benefits are subject to the terms and conditions of the respective legacy plan prior to amalgamation.

Employees who are not listed above (*i.e. retired, transferred to a permanent non-bargaining unit position*) and are eligible for post-retirement benefits shall continue their entitlement.

Signed at Toronto, Ontario on January 1, 2021

For:
Infrastructure Health & Safety Association

Ken Rayner, Vice President

For:
Ontario Compensation Employees Union

Harry Goslin, President

APPENDIX 5

Memorandum of Agreement

**Between:
Infrastructure Health & Safety Association**

**And
Ontario Compensation Employees Union**

Re: Diversity and Inclusion Committee

The Employer is committed to supporting and fostering a workplace that embraces diversity and inclusion. We appreciate that perspectives are shaped through experiences, and that in Ontario today, the way each of us experience the working environment can be different based on various factors. We also appreciate that diverse workforce backgrounds and characteristics (age, race, religion, nationality, sexual orientation, gender, disability etc.) can bring diverse experiences, viewpoints and perspectives to our workplace in our daily activities and more specifically when provided the platform and means to provide input and feedback.

Within ninety (90) days of ratification the parties agree to form a bipartite committee consisting of two (2) employees and two (2) managers that will assist the workplace in fostering and maintaining respect and recognition of diversity at all levels of the organization and mutually agree upon measures to promote and encourage a supportive work environment and a corporate culture that welcomes and encourages equitable opportunities for all employees.

Signed this 1 day of January 2021

For:
Infrastructure Health & Safety Association

Ken Rayner, Vice President

For:
Ontario Compensation Employees Union

Harry Goslin, President

APPENDIX 6

Memorandum of Agreement

**Between:
Infrastructure Health & Safety Association**

**And
Canadian Union of Public Employees, Local 1750**

Re: Mentorship Program

The Employer is supportive of IHSA employees who wish to progress their careers beyond the job they are currently performing, whether that progression is within IHSA, or involves leaving our employ and assisting our members with keeping their workers safe.

Beginning January 1, 2022, IHSA will accept a minimum of one (1) mentorship application each year from permanent employees in Grades 1– 4 and priority will be given to employees from the following groups; women, visible minorities, persons with disabilities, LGBTQ2S+, ethnicity, and Aboriginal Peoples. A member of the HR team, along with the successful applicant’s immediate supervisor will be involved in the process. The Employer will identify and assign a subject matter expert to also support the process, when and where required. This group will be referred to as the “Mentoring Team” for the successful applicant.

The Employer and successful applicant will work together and make best efforts to identify & highlight educational opportunities where the successful applicant can best leverage the “Training and Education Allowance” (as per Article 36) to address any educational deficiencies. The Employer will make available an additional \$1200.00 per year (up to a maximum of 3 years) in accordance with the requirements of the Training and Education Allowance, which may be utilized to support further education.

Once every other month, the applicant will meet, during working hours, with the “Mentoring Team”, to receive support and guidance to assist the applicant progress towards achieving their career goals. The successful applicant and the “Mentoring Team” will create an individualized development plan for professional development, which will be used as a guide and resource. The Employer agrees to provide a paid leave from work for up to three (3) days per calendar year-to support the individualized development plan, as agreed to by the Mentoring Team.

The duration of the Mentorship Program will be a maximum of three (3) years per successful applicant.

This memorandum of agreement will remain in force for the duration of the 2021-2023 Collective Agreement.

For:
Infrastructure Health & Safety Association

Ken Rayner, Vice President

For:
Ontario Compensation Employees Union

Harry Goslin, President

APPENDIX “7” – Notice to Change of COVID-19 Working Conditions

As the pandemic restrictions are lifted and our workplace returns to pre-pandemic conditions, IHSA commits to providing 20 working days notice to change the current COVID-19 hybrid model working conditions (e.g., alternating two weeks from home/two weeks from Corporate Office).

The above provision shall not apply to the following job classifications:

- Logistics Technician
- Logistics Lead Hand

APPENDIX “8”

Memorandum of Agreement

Between

Infrastructure Health & Safety Association (Employer)

And

Ontario Compensation Employees Union (Union)

Re: Increase in Employee Pension Contributions

If the excess of revenue over expenditures (“Surplus”) in IHSA’s core activities (which excludes the 10% CPO funded projects and any other one-time funded initiatives) in the audited statements of each Transfer Payment Agreement (“TPA”) year (April 1 – March 31) exceed \$17,500.00

the following lump sum payments will be provided to bargaining unit employees based on pensionable earnings from the last calendar year ending December 31. The Employer shall provide to the Union the audited statements of each Transfer Payment Agreement (“TPA”) year (April 1 – March 31) within fifteen (15) days of IHSA receiving approval from the Ministry of Labour, Training and Skills Development (MLTSD).

The lump sum payment will be 0.1% of pensionable earnings for every \$17,500 of Surplus to a maximum

- 0.6% of the pensionable earnings as of December 31, 2021 (Surplus calculated for TPA year April 1, 2021 – March 31, 2022).
- (1.8% - X%) of the pensionable earnings as of December 31, 2022 (Surplus calculated for TPA year April 1, 2022 – March 31, 2023)
- (3.6% - X% - Y%) of the pensionable earnings as of December 31, 2023 (Surplus calculated for TPA year April 1, 2023 – March 31, 2024)

If IHSA incurs a deficit in any given fiscal year (ending March 31st) during the term of this collective agreement, the carryover mentioned above will not take place in that respective fiscal year.

Where:

- X% is the actual percentage of pensionable earnings granted in respect of TPA year April 1, 2021 – March 31, 2022, and
- Y% is the actual percentage of pensionable earnings granted in respect of TPA year April 1, 2022 – March 31, 2023

In determining excess of revenue over expenditures, any accruals made to account for

the lump sum payments (excluding Employer payroll costs associated with the lump sum payment) will be added back to calculate the amount. Any income derived or generated from any fund or trust that is related to employee future benefits shall be excluded from any calculation of revenue over expenditures.

An example:

Surplus in year two of \$70,000.00 would entitle the bargaining unit employees to a lump sum payment of 0.4% of their pensionable earnings. This result is compared with a cumulative maximum lump sum payment of 1.8% of pensionable earnings for year one and year two combined (i.e. a 0.6% maximum for year one, plus an additional 1.2% increment to the cumulative maximum for year two). In this example, the 0.4% lump sum is below the maximum for year two.

If the total bargaining unit pensionable earnings is \$12,524,336.04 for the year ending December 31, 2022 the total lump sum payment would be \$50,097.34. This lump sum payment amount will be accrued in the audited financial statements ending March 31, 2023 and the actual Surplus reported will be \$19,902.66.

For the purpose of this calculation, the Surplus is $\$50,097.34 + \$19,902.66 = \$70,000.00$.

Using one employee as an example, their total pensionable earnings at December 31, 2022 amount to \$90,000.00 x 0.4% equals a lump sum payment of \$360.00.

Payment as per the example above would be processed in August 2023 following the completion of the audited statements in July 2023.

Since this provision is contained in the collective agreement, the Employer is required to account for this payment in the period for which it is earned.

Signed this 22nd day of June, 2021

For:
Infrastructure Health & Safety Association

Ken Rayner, Vice President

For:
Ontario Compensation Employees Union

Harry Goslin, President