

COLLECTIVE AGREEMENT

For the period June 1, 2013 to April 2, 2015

BETWEEN:

**OCCUPATIONAL HEALTH CLINICS
FOR ONTARIO WORKERS INC.**

[hereinafter referred to as "OHCOW"]

-- and --

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION**

[hereinafter referred to as the "Union"]

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ARTICLE 1 - PREAMBLE

It is the purpose of both parties to this Agreement:

- 1.01 To maintain and improve harmonious relations and to settle conditions of employment between OHCOW and the Union;
- 1.02 To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions and employment;
- 1.03 To promote the morale, well-being and security of all employees in the bargaining units of the Union.

In keeping with the spirit and intent of this Agreement, both OHCOW and the Union agree to the timely signing of the Collective Agreement upon achieving the successful negotiation thereof. The Parties further agree to provide each other with a fully signed Agreement within thirty (30) days, or within such other time frame may be agreed to by the Parties, in writing.

ARTICLE 2 - RECOGNITION

- 2.01 OHCOW recognizes USW as the sole and exclusive agent for all employees of OHCOW in Ontario, save and except the Managing Director, Executive Directors, other persons exercising managerial functions, persons employed in a confidential capacity in matters related to labour relations, licensed physicians and persons employed in the Provincial Office of OHCOW.
- 2.02 This Agreement shall supersede all previous agreements, whether oral or written.
- 2.03 Work which is normally, or customarily, performed by bargaining unit employees shall not be contracted out, or performed by non-bargaining unit employees, to the extent of creating a lay-off; if it results in the displacement of any bargaining unit employee; if it results in the loss of earnings by any employee; if there are any bargaining unit members on layoff.
- 2.04 In order to ensure the efficient delivery of services OHCOW has assigned geographic service areas and may, from time to time, amend these assignments. If any changes are contemplated or introduced, OHCOW agrees to notify the USW staff representative servicing the Clinics of any such change.
- 2.05 It is agreed that whenever OHCOW opens a new clinic, or an additional satellite clinic, that the clinics will be staffed by OHCOW employees.

ARTICLE 3 - RELATIONSHIP

- 3.01 OHCOW and the Union agree that there shall be no discrimination in the hiring, training, upgrading, promotion, transfer, lay-off, discharge, discipline, or otherwise, of employees because of race, sex, creed, religion, colour, age, national origin, sexual preference, disability, political beliefs or activities.
- 3.02 OHCOW and the Union agree to observe the provisions of the Ontario Human Rights Code and the Canadian Charter of Rights and Freedoms.
- 3.03 OHCOW agrees that it shall not interfere with, restrain, coerce, or discriminate against employees in their lawful right to become and remain members of the union and to participate in its activities.
- 3.04 OHCOW will provide quarterly balance sheets for the first three quarters of the year, and annual audited financial statements to the USW staff representative designated to service the OHCOW clinics.

ARTICLE 4 - NO STRIKES OR LOCKOUTS

- 4.01 There shall be no strikes on the part of the Union, nor lockouts on the part of OHCOW, during the lifetime of this Agreement.
- 4.02 OHCOW agrees that in the event of a legal strike of any OHCOW clients, OHCOW employees will honour all legal picket lines and OHCOW will not direct any employee to cross any legal picket line at the premises of any employer that OHCOW is providing services to.
- 4.03 For the purposes of Article 4.02, a legal picket line established by any party at entrances and facilities OHCOW shares with other employers shall not be construed as a picket line against OHCOW, if OHCOW is not a party to the dispute.
- 4.04 In the event of a legal picket line where OHCOW is sharing facilities, OHCOW will intervene to make alternative arrangements within such shared premises that will have the end result of staff not being placed in the position of not respecting such a picket line.

ARTICLE 5 - UNION SECURITY

- 5.01 OHCOW shall deduct Union dues including, where applicable, initiation fees and assessments, on a biweekly basis, from the total earnings of each employee covered by this agreement. The amount of dues shall be calculated in accordance with the Union's Constitution.
- 5.02 All dues, initiation fees and assessments shall be remitted to the Union forthwith and in any event no later than 15 days following the last day of the month in which the remittance was deducted. The remittance shall be sent to the:
- International Secretary Treasurer of the United Steelworkers
AFL-CIO-CLC,
P.O. Box 13083 Postal Station 'A'
Toronto, Ontario M5W 1V7
- in such form as shall be directed by the International Union to OHCOW along with a completed Dues Remittance Form R-115. A copy of the Dues Remittance Form R-115 will also be sent to the Union office designated by the Area Coordinator.
- 5.03 The remittance and the R-115 form shall be accompanied by a statement containing the following information:
- a. A list of the names of all employees from whom dues were deducted and the amount of dues deducted;
 - b. A list of the names of all employees from whom no deductions have been made and reasons;
- 5.04 This information shall be sent to both Union addresses identified in Article 5.02 in such form as shall be directed by the Union to OHCOW.
- 5.05 The Union shall indemnify and save OHCOW harmless against all claims or other forms of liability that may arise out of any actions taken by OHCOW in compliance with this article.
- 5.06 OHCOW, when preparing T-4 slips for the employees, will enter the amount of Union dues paid by the employee during the previous year.

ARTICLE 6 - MANAGEMENT RIGHTS

- 6.01 The union recognizes the sole right of OHCOW, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service; the right to direct the work of its employees; the right to hire, classify, assign to positions and promote; the right to determine job content and the number of employees; the right to demote, discipline, suspend, lay off and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement. OHCOW shall exercise its right to direct the working force fairly, reasonably and in good faith.
- 6.02 OHCOW staff will comply with professional standards of practice specified in the Regulated Health Professions Act.

ARTICLE 7 - UNION REPRESENTATION

- 7.01 a. OHCOW acknowledges the right of the Union to appoint, or otherwise select, one union representative at each clinic and one alternate for the purpose of administering and enforcing the terms of this Collective Agreement, which shall include, among other responsibilities, the function of representing employees in the handling of complaints and grievances.
- b. OHCOW further acknowledges the right of the Union to appoint or otherwise select a Chief Steward. The Chief Steward will be contacted by OHCOW if a Clinic's Representatives are not available and will be the initial representative for the Union to be contacted to address issues that may arise regarding the administration of the collective agreement between the parties. In addition, the Chief Steward may attend all Second and Third Step grievance meetings. The Managing Director of OHCOW shall notify the Chief Steward in writing before the introduction of any new or revised policies or prior to deleting any existing policies.
- 7.02 The Union will inform OHCOW of the names of their union representatives under 7.01 above.
- 7.03 OHCOW acknowledges that the Union representatives have duties to perform, and reasonable time shall be allowed to carry out these functions during paid regular working hours. Employees who are recognized officials of the Union will be allowed to communicate with the bargaining unit members in the work place during working hours with the understanding that the operations of the Employer will not be interrupted.
- 7.04 OHCOW agrees that on the first working day of employment, or on the first working day that a Union representative is available, a new employee shall attend a meeting with one of the Union representative members. The union representative may at such meeting, explain to the new employee the function of the Union, and the terms of the Collective Agreement. The employee and the union representative shall be paid their regular wages while attending such meetings which shall not last longer than one hour during regular working hours.
- 7.05 a. OHCOW shall supply a copy of this Collective Agreement for each current and new employee at OHCOW expense. New employees shall be given a copy of this Agreement by the Union representative while they are attending the aforementioned meeting.
- b. OHCOW agrees to provide the collective agreement in electronic form.
- 7.06 If an authorized USW staff representative, who is not employed by OHCOW, wants to speak to local union representatives about a grievance, or other official business, the USW staff representative shall, with reasonable notice, advise the Executive Director or designated representative, who shall then call the local union representatives to an appropriate place where they may confer privately. These talks will be arranged so that they will not needlessly interfere with the operation of OHCOW.
- 7.07 All correspondence between the parties will be sent to the USW staff representative designated to service the OHCOW Clinics.

ARTICLE 8 - NEGOTIATING COMMITTEE

- 8.01 OHCOW agrees to recognize and meet with a Negotiating Committee composed of one employee per clinic, who shall be a member of the bargaining unit, along with the USW staff representatives of the Union. USW agrees to notify OHCOW Provincial Office regarding the names of the members of the Negotiating Committee within two (2) weeks of the appointment/election.
- 8.02 All employees who are members of the Negotiating Committee shall be given time off with pay during normal working hours while actually attending such negotiating meetings with OHCOW.
- 8.03 All employees, who are members of the Negotiating Committee, shall be given two days off with pay, for the purpose of preparing the Union's proposals, prior to the commencement of collective bargaining, at a time convenient to the Union and OHCOW.

ARTICLE 9 - GRIEVANCE PROCEDURE

- 9.01 It is the mutual desire of the Parties hereto that any complaint, or cause for dissatisfaction, arising between an employee and OHCOW, or, between the Union and OHCOW, with respect to the application, interpretation, or, an alleged violation of this Agreement shall be resolved as quickly as possible.

FIRST STEP

- 9.02 a. Where an employee has a complaint or cause for dissatisfaction, the employee, either directly or through the Union, shall first discuss it with the Executive Director within seven (7) working days of the occurrence of the incident or within any longer period which may have been agreed to by the Parties, to give the Executive Director the opportunity to resolve the complaint or cause for dissatisfaction
- b. If, after registering a verbal complaint or cause for dissatisfaction with the Executive Director, such complaint or cause for dissatisfaction is not settled, nor the decision rendered is resolved to the Union's satisfaction, nor a decision rendered within five (5) working days or within any longer period which may have been agreed to by the Parties, then the following steps of the Grievance Procedure may be invoked.

SECOND STEP

- 9.03 A grievance shall be submitted in writing to the Executive Director, who shall hold a meeting with the Union and employee within seven (7) working days of the receipt of the grievance or within any longer period which may have been agreed to by the parties. This meeting shall be limited to the Union Representative(s) including the USW Staff Representative, Chief Steward and the Executive Director (and/or his/her designate) of the grievor's respective clinic. The Executive Director shall, give the Union a decision in writing within seven (7) working days of the meeting. Members of the bargaining unit who attend this meeting will not suffer any loss of wages or benefits.

THIRD STEP

- 9.04 If the grievance, when submitted in writing to the Executive Director is not settled, it shall then be submitted in writing to the Managing Director, who shall hold a meeting with the Union and employee within seven (7) working days of the receipt of the grievance or within any longer period which may have been agreed to by the parties. This meeting shall be limited to the Union Representative(s) including the USW Staff Representative, Chief Steward, the Executive Director of the grievor's respective clinic (and/or his/her designate) and the Managing Director (and/or his/her designate). The Managing Director (and/or his/her designate) shall, give the Union a decision in writing within seven (7) working days of the meeting. Members of the bargaining unit who attend this meeting will not suffer any loss of wages or benefits.

FOURTH STEP

- 9.05 If the grievance is not settled it may be referred in writing by either Party to Arbitration as provided for in Article 10, or under Section 49 of the *Ontario Labour Relations Act* at any time within thirty (30) calendar days after the decision is received from the Managing Director (or his/her designate).
- 9.06 OHCOW shall not be required to consider any grievance, which is not presented within ten (10) working days after the grievor, or the Union first became aware of the alleged violation of the Agreement.
- 9.07 For the purpose of this Article "working days" shall not include Saturdays, Sundays, or paid holidays.

- 9.08 Whenever time limitations are provided in this Article, such limitations may be extended by agreement of the Parties or Arbitrator in writing.
- 9.09 Meetings that take place under this Article 9 shall be held in the clinic where the complaint, difference or grievance was initiated.
- 9.10 An employee may be accompanied and represented by a union representative of the Local Union at each stage of the grievance procedure.

POLICY GRIEVANCE

- 9.11 Where any difference between the Employer and the Union arises from the interpretation, application, administration or alleged contravention of the collective agreement, the Union shall be entitled to file a Policy Grievance directly to the Managing Director providing it does so within ten (10) working days after the Union first became aware of the alleged violation of the Agreement. This meeting shall be limited to the Chief Steward, the USW Staff Representative and representatives of the Employer.

GROUP GRIEVANCE

- 9.12 Where a number of employees have the same grievance, they may present a Group Grievance signed by the Union Steward. Such written grievance shall be filed directly to the Executive Director provided it is filed within ten (10) working days following the occurrence or origination of the circumstances giving rise to the grievance.
- 9.13 At the request of either party, a USW staff representative may be present and represent the grievor at any step of the grievance procedure.
- 9.14 An employee who has a grievance and is required to attend meetings arranged under Article 9.02 and 9.03 of the Grievance Procedure shall be given time off without loss of pay to attend such meetings. This section shall also apply to one (1) union representative who is authorized to represent the grievor.
- 9.15 Wherever the term Executive Director or USW staff representative is used, it shall be deemed to be the Executive Director or their designate or the USW staff Representative or their designate.

ARTICLE 10 - ARBITRATION

- 10.01 When either Party to this Agreement requests that a grievance be submitted for arbitration they shall make such request in writing addressed to the other Party to this Agreement.
- 10.02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single Arbitrator.
- 10.03 The grieving Party shall submit a list of five (5) arbitrators for consideration. If none of the five (5) are chosen then the other Party shall, within one week of the date of the first list submit a list of five (5) different names for consideration. If none are selected either Party may ask the Minister of Labour to make an appointment.
- 10.04 If either Party feels that the time taken for a chosen Arbitrator to hear the case is too long they may by mutual agreement choose another Arbitrator or ask the Minister to make an appointment.
- 10.05 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expense with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the Arbitrator on an equal basis.
- 10.06 The Arbitrator shall not be authorized, nor shall the Arbitrator assume authority, to alter, modify, or amend any part of this Agreement, nor to make any decision inconsistent with the provisions thereof, or to deal with any matter not covered by this Agreement.
- 10.07 The decision of the Arbitrator shall be final and binding on all Parties.
- 10.08 The Parties agree to use the services of a Grievance Settlement Officer, if available, while awaiting an arbitration hearing.

ARTICLE 11 - DISCHARGE AND DISCIPLINARY ACTION

11.01 A claim by an employee, who has completed their probationary period, that the employee has been discharged or suspended without just cause, shall be the proper subject for a grievance, if, a written statement of such grievance is lodged at a Fourth Step of the Grievance Procedure within ten (10) working days after the employee receives notice of discharge or suspension.

Such special grievances may be settled by:

- a. confirming OHCOW's action to discharge or suspend the employee; or
- b. reinstating the employee with full seniority and compensation for lost wages and benefits; or
- c. any other arrangement, which in the opinion of the conferring Parties, or the Arbitrator, is just and equitable.

11.02 Where a Director intends to interview an Employee for disciplinary purposes, the Director shall notify the Employee of the purpose of the meeting in advance, in order to allow the Employee sufficient time to contact the Union representative, or their designate, and to have the representative (or designate) present at the meeting.

11.03 An employee who has been discharged or suspended shall have the right to interview a Union representative for a reasonable period of time before leaving OHCOW's premises.

11.04 Any notice of disciplinary action which is intended to form part of an employment record shall be given in the presence of a Union representative or in writing, with a copy given to the Union, and all such notices shall be withdrawn from the employee's file after a period of twelve (12) calendar months from date of issue. Failure to give written notice to the employee or the Union shall cause the disciplinary action to be null and void.

11.05 Upon written request the employer will within five (5) working days upon confirmation of receipt of the request by the Executive Director, (or the Managing Director in the case of the Provincial Office) will make available the personnel file of the employee.

ARTICLE 12 - SENIORITY

- 12.01 Seniority shall be defined as the length of continuous service within the Clinic of employment since the date of hire, following the completion of a probationary period. The probationary period shall be ninety (90) calendar days for the Clerk Typist and Administrative Assistant classifications and six (6) calendar months for all other classifications..
- 12.02 a. In promotions, lay-offs and recall from lay-off, seniority shall be the only consideration when the employee's skill and ability is sufficient to perform the work required.
- b. In the event of a layoff or Clinic closure affected employees will be allowed movement by seniority, to another OHCOW Clinic, to the same classification held by a less senior employee, at the appropriate rate of pay. Otherwise employees may elect to take severance pay and refuse the movement. In the event severance is paid and the employee is subsequently recalled future severance entitlement will be calculated based on the date of return.
- 12.03 An employee shall lose all service and seniority and shall be deemed to have been terminated if the employee:
- a. Resigns, retires, is discharged and not reinstated through the grievance and arbitration procedures; or
- b. Has been laid off for a period equivalent to the employee's seniority at the time of lay-off to a maximum of thirty-six (36) months; or
- c. Does not return to work within ten (10) calendar days after notification is received from OHCOW to return to work; or
- d. Is absent from scheduled work for a period of three or more consecutive working days without notifying the Executive Director of the reason for such an absence.
- 12.04 Filling vacant positions within the classifications will be done in the following sequence:
- a. All positions will be posted for ten (10) working days in all OHCOW Clinics. The bargaining unit member with the most seniority within the given classification will be awarded the position.
- b. If there is no internal applicant, the Executive Director will advertise externally.
- c. The local union representative and Chief Steward will be given a copy of the job posting.
- d. Upon transfer to the posted position, previous seniority within OHCOW will accrue to the employee.
- 12.05 During the life of this collective agreement it is agreed that all current classifications shall be maintained and shall not be deleted. Should the working staff be reduced, lay-offs will be made on the basis of seniority within the classification within the Clinic. Those employees with the least seniority shall be laid off first.
- 12.06 Jobs shall not be considered vacant when employees are not at work because of sickness, accident, or authorized leaves of absence. However, OHCOW has the right to hire temporary replacements for employees not at work because of sickness, accident or authorized leaves of absence.
- 12.07 Seniority shall be maintained and accumulated during absences as follows:

- a. when the absence is due to lay-off or authorized leave of absence, seniority shall be maintained and accumulated for a period of one (1) year, except as provided for in Article 13.05 below;
 - b. when the absence is due to sickness or accident seniority shall be maintained and accumulated indefinitely.
- 12.08 A Union representative will be issued an up-to-date seniority list on, or about, the first week of January of each year. A copy of such list shall be mailed to the area office of the Union. OHCOW agrees to provide to the area office of the Union, on or about the first week of January, with a list which includes the home addresses, telephone number and rate of pay for each member of the bargaining unit. A separate seniority list shall be kept for part-time employees who work under this article and the Union will be supplied with a list of such employees.
- 12.09 No employee shall be hired into, or transferred into, a classification from which an employee has been laid off and retains recall rights unless the lay off employee has declined the opportunity.
- 12.10 In recalling, employees will be recalled in the reverse order of their lay-off. That is the first to be re-employed will be those employees with the greatest seniority. OHCOW shall notify the employee of recall or job posting (per 12.06) to work by registered mail to the last known address on file with OHCOW. The Union representative member shall receive a copy of the recall notice. Employees shall have ten (10) working days from the date of receiving notification of recall to return to work, or provide satisfactory reasons for failing to do so.
- 12.11 Students may be hired for a fixed term up to 4 months or placed with OHCOW as part of their educational program. For a paid student, OHCOW will notify the USW staff representative and Chief Steward of the rate of pay. For a non-paid placement, OHCOW will notify the union of the placement. Students shall not be utilized within a clinic where an employee is on lay off and has recall rights within the classification which applies to the student.
- 12.12 An employee on lay off shall have their benefits under Article 19.02, 19.03 and 19.09 maintained for a period of three (3) months beyond the month of layoff.
- 12.13 Prior to any restructuring and/or potential layoff(s), the Management and the Union will meet and work out a plan that will minimize any disruption and hardship on its affected members.
- 12.14 Temporary assignments, contracts and secondments
In circumstances covered by Article 12.06, or for a project which has time limited funding, OHCOW has the right to fill the position by temporary assignment, contract or secondment. The parties agree that the following conditions shall apply:
- a. When a vacancy covered by Article 12.14 arises, OHCOW will advise the Chief Steward of the reasons for the need of the temporary employee or replacement, the classification to be filled, the hours to be worked and the expected duration of the employment period. If the employment period is to be extended, the same notice is required prior to extension.
 - b. For positions covered by Article 12.06, the maximum employment period will be 24 months. Where it is likely that the period will exceed 24 months, OHCOW will post the position permanently at least 2 months prior to the 24 month cutoff, with the proviso that if the original employee returns after 24 months, seniority will apply and one or the other employee may be laid off.
 - c. For positions with time limited funding, the maximum employment period under this Article shall be 24 months. Where it is likely that the period will exceed 24 months, OHCOW will post the position permanently at least 2 months prior to the 24 month cutoff.

- d. For a vacancy covered by Article 12.14, OHCOW will first post it as a temporary assignment for permanent employees and former employees with recall rights for that classification in every clinic for 10 days. Seniority shall be the only consideration when the employee's skill and ability is sufficient to perform the work required. The employee shall be paid at the rate established by this agreement for the position which they are temporarily filling. During the posting and transitional period, OHCOW may fill the position on a temporary basis by contract.
- e. If the position is not filled by a permanent employee, OHCOW may then post it externally.
- f. A contract employee shall be covered under the terms of the Collective Agreement in effect between OHCOW and the Union with the exception of Articles 8, 12, 13, 17, 19 and 21.
- g. A seconded employee shall be paid by his/her home employer and OHCOW shall reimburse that employer up to the level established by the collective agreement for the position filled by the seconded employee. Union dues will be paid to the union based on the employee's pay rate.
- h. With respect to Article 12.04 of the Agreement, and any postings which result from the time limits established by Article 12.14.b or c, a contract or seconded employee will be allowed to apply for a vacant or new position after all full-time staff and employees with recall rights have exercised their rights under that Article.
- i. In the event a contract or seconded employee is hired to permanent full-time status they shall be credited with full-time service based on the amount of hours they have worked i.e., for every seven (7) hours worked they will be credited with one day of service. For every 2,000 hours worked they shall be credited with one year of service.
- j. Contract or seconded employees shall be the first to be laid off and the last to be recalled from lay-off.

12.15 Permanent Part-Time Employees

Permanent part-time employees will be entitled to all of the terms and conditions of the Collective Agreement except for the following provisions:

- a. Their seniority will be defined and they will serve a probationary period within their own discipline as outlined in Article 12.01
- b. They will accumulate vacation on a pro-rata basis. As an example, a part-time employee with three years of service who normally works a work schedule equal to half of a full-time employee's hours, who also has three years of service, will be entitled to one half of the respective vacation with pay, with vacation entitlement increasing on a pro rata basis.
- c. Should a paid holiday as defined in Article 16 of the Collective Agreement fall on a day that a part-time employee usually works, the employee will not be required to work on such a day, and will be paid his/her regular wages for that day. There will be no rescheduling of regularly worked days in order to benefit from a paid holiday.
- d. Part time employees hired before November 18, 2005 will be entitled to full benefit coverage provided under Article 19 and be entitled to the Employee Assistance Program that is provided by OHCOW. Part-time employees hired after November 18, 2005, will receive an additional 12% in wages in lieu of benefits.
- e. They will have a separate seniority list from full-time employees.

ARTICLE 13 - LEAVES OF ABSENCE

JURY DUTY

- 13.01 The Clinic shall grant leave with pay to an employee for the period of time which the employee is required to be available for jury selection or to serve on a jury or to appear as a Crown witness in the Province of Ontario. The employee, upon return to work, shall turn over any monies received from the Court, less expenses to OHCOW.

BEREAVEMENT

- 13.02
- a. Employees will be granted five (5) days leave with regular pay in the case of immediate family bereavement. Immediate family means parent, brother, sister, spouse or spousal equivalent, son, daughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent and grandchild. Employees will be granted one (1) day leave with regular pay in the case of extended family bereavement. Extended family means aunt, uncle, first cousin, niece, and nephew.
 - b. In the event a death occurs in the immediate family, as defined in 13.02 (a) above, while the employee is on vacation, following notification to the Director, the employee can substitute bereavement leave and re-schedule their vacation.

COMPASSIONATE LEAVE

- 13.03
- a. OHCOW may give consideration for leaves of absence for reasonable time on compassionate grounds, without pay.
 - b. Benefits for an employee who requests and is granted a personal leave of absence will be covered by OHCOW for not more than thirty (30) days in a calendar year. If leave of absence is for consecutive days, the employee will be given the option of continuing coverage beyond the thirty (30) days in a calendar year, except as may be required by the *Employment Standards Act, 2000*. If leave is not for consecutive days over the calendar year, the employee will pay for benefits beyond the thirty (30) days.

PREGNANCY LEAVE

- 13.04
- a. Permanent full-time and part-time employees shall be entitled to seventeen (17) weeks leave of absence for pregnancy if she has been employed with OHCOW for at least thirteen (13) weeks preceding the estimated date of delivery. The leave may commence up to seventeen (17) weeks before the expected date of delivery.
 - b. Permanent full-time and part-time employees who are on pregnancy leave shall receive, provided they are in receipt of Employment Insurance benefits pursuant to Section 18 of the *Employment Insurance Act, RSC, 1996*, the following payments:

For the first two (2) weeks of absence – no pay Up to a maximum of fifteen (15) additional weeks payment equal to the difference between 75% of the employee's regular rate and the sum of her weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee.
 - c. Employees shall provide OHCOW with no less than two (2) weeks' notice in writing of the date the leave is to begin and of the projected date of return to work.
 - d. If pregnancy-related complications force the employee to stop work before the arrangements for pregnancy leave have been completed, then the employee shall,

within two (2) weeks from that date, give OHCOW written notice with a medical certificate confirming the circumstances and the expected date of birth.

- e. If an employee has been on pregnancy leave for seventeen (17) weeks, but the child has not yet been born, the pregnancy leave will end when the baby is born and the employee will be entitled to take a parental leave immediately after the birth.
- f. If an employee on pregnancy leave wishes to change the date of return to work to an earlier date, the employee must provide OHCOW with at least two (2) weeks' written notice before the date the leave was scheduled to end.
- g. If an employee wishes to change the date of return to a later date, subject to the maximum allowable leave of seventeen (17) weeks, the employee shall provide OHCOW with at least four (4) weeks' written notice before the date the leave was to end.
- h. Seniority shall continue to accrue during pregnancy leave.
- i. Benefits specified in Articles 19.02, 19.03, 19.04, 19.05, 19.08 and 19.09 shall continue during pregnancy leave.

PARENTAL LEAVE

13.05 Permanent full-time and part-time employees who are on parental leave shall receive, provided they are in receipt of Employment Insurance benefits pursuant to the *Employment Insurance Act, RSC, 1996*, the following payments:

For the first two (2) weeks of absence – no pay. Then, up to a maximum of seventeen (17) weeks additional payment equal to the difference between 75% of the employee's regular rate and the sum of his/her weekly Employment Insurance benefits the employee is eligible to receive and any other earnings received by the employee.

- a. Following the birth of a child if the employee also took pregnancy leave – 35 weeks, or
- b. When the child comes into the parent's custody, care and control for the first time and the employee did not take pregnancy leave – 37 weeks.
 - i. For employees who have taken pregnancy leave, parental leave may commence when the pregnancy leave ends.
 - ii. For other employees, parental leave shall commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care and control of the parent.
 - iii. For the purposes of this Article, parent includes a person with whom a child is placed for adoption or a person who is in a relationship of some permanence with the parent of the child and who intends to treat the child as their own.
 - iv. Employees entitled to parental leave, shall provide OHCOW with no less than two (2) weeks' written notice of the date the leave is to begin and of the projected date of return to work.
 - v. An employee who has given notice to begin a parental leave may, if the child arrives earlier than expected, change the notice to an earlier date by notifying OHCOW in writing.

- vi. If an employee on parental leave wishes to change the date of return to work to an earlier date, the employee must provide OHCOW with at least two (2) weeks' written notice before the date the leave was scheduled to end.
- vii. If an employee on parental leave wishes to change the date of return to a later date, subject to the maximum allowable leave, the employee shall provide OHCOW with at least four (4) weeks' written notice before the date the leave was to end.
- viii. Seniority shall continue to accrue during parental and adoptive leave.
- ix. All benefits specified in Article 19.02, 19.03, 19.04, 19.05, 19.08 and 19.09 shall continue during parental and adoptive leave

ELECTION TO PUBLIC OFFICE

- 13.06 OHCOW will grant a leave of absence without pay to an employee who is elected to public office at the municipal, provincial or federal level. Employees absent on such leaves of absence will continue to accumulate seniority. Upon return from such leaves of absence OHCOW agrees to reinstate such employees in a job with the equivalent pay classification and benefits as at the time at which the leave of absence took effect, if the provisions of Article 12 and the employee's seniority standing allow the return to work.

UNION CONVENTIONS, CONFERENCES, SEMINARS

- 13.07 OHCOW will recognize the right of an employee, elected or appointed to represent the union at conventions, conferences or seminars. However, recognizing that the first priority of OHCOW is to provide services to Ontario workers and employers, OHCOW may withhold granting of such leaves of absence. Alternate arrangements may be made by mutual agreement.
- 13.08 OHCOW agrees to continue the pay of any employee absent from work on Union business which is not paid for by OHCOW, as provided for else where in this Agreement. The Union shall reimburse OHCOW for such wage payment upon receipt of a monthly statement. Such leaves of absence shall be authorized in writing by the Union.

UNION POSITION

- 13.09 Any permanent full-time employee of OHCOW from within the Union who is elected or appointed to a full-time position with USW or any organization with which the Union is affiliated, on request from USW, shall be granted a leave of absence without loss of seniority for a period while holding such position or office of not more than one (1) year renewable annually at the option of OHCOW.

CANADIAN CITIZENSHIP

- 13.10 OHCOW agrees to allow a leave of absence without loss of pay for up to eight (8) hours to an employee who wishes to become a Canadian citizen. Such time off work shall be paid after verification is received by OHCOW that such person did apply for and receive Canadian citizenship.

EMPLOYEE FUNDED LEAVE PLAN

- 13.11 OHCOW will establish an employee funded leave plan pursuant to which a permanent full time employee with the approval of the Board, may defer twenty percent (20%) of salary for each of four (4) consecutive years and then take one (1) year leave of absence.

The terms of the leave plan are as follows:

- a. The Employee must defer twenty (20) % of the four (4) years immediately prior to the one (1) year's leave and must apply six (6) months in advance of the four (4) year period;
- b. The application must be in writing on a form to be prepared by the Board for such purpose and, if approved by the Board, participation shall be set forth in writing in a signed memorandum of agreement;
- c. At the time of applying, the employee must have five (5) years of continuous service as a full time permanent employee;
- d. The employee will be paid the amount of monies deferred (plus interest) either in one (1) lump sum on the commencement of the leave period or in two (2) lump sums, one on the commencement of the leave period and the other on the first working day of the following calendar year;
- e. The cost of all benefits under Article 19 will be deducted from the lump sum payments to the employee. The group life insurance will be adjusted for the full five (5) year period;
- f. Seniority will continue to accrue during the leave period;
- g. Vacation time off and holiday time off for the period shall be waived;
- h. Union dues shall be deducted during the leave period;
- i. Income tax shall be deducted in accordance with the Income Tax Act and regulations or any revisions thereof;
- j. In the case of termination of employment or the death of the employee, any unpaid monies shall be paid to the employee or the employee's estate;
- k. Participation in the leave plan and the date of commencement of the leave shall be subject to the agreement of the Board;
- l. OHCOW may limit the total number of employees participating in the leave plan at any one time;
- m. Following a leave of absence, an employee may not apply for a further leave for five (5) years;
- n. Following the leave period the employee will return to the same position or equivalent at not less than her/his wages at the time the leave of absence began. In any case the employee will return to her/his previous classification of not less than her/his wages at the time the leave of absence began;
- o. In exceptional circumstances, an employee with the approval of the Board, may withdraw from the Plan and receive all accrued monies without interest and shall not be eligible to apply for a further leave for five (5) years.

- p. OHCOW will, when appropriate, seek a ruling from Revenue Canada regarding its obligations to withhold income tax, EI and CPP. In the event such a ruling is unfavourable, the parties will discuss the matter.

ARTICLE 14 - BULLETIN BOARDS

- 14.01 OHCOW will provide the Union with a bulletin board for each clinic for the purpose of posting meeting notices and official Union information. Notices will be signed and posted only by the Union's representative.

ARTICLE 15 - HEALTH AND SAFETY AND RETURN TO WORK

- 15.01 OHCOW agrees that it is committed to ensuring the highest standards of safety and health for its employees, in order to prevent accidents, injuries and occupational illnesses.
- 15.02 OHCOW recognizes one certified Health and Safety Representative, per Clinic, elected by the members of the Union who work at that Clinic. The task of the Health and Safety Representative shall be to carry out the responsibilities outlined in the Occupational Health and Safety Act.
- 15.03 There shall be one joint Health and Safety Committee, with equal numbers of representatives of labour and management, representing all OHCOW locations. The work of this Committee will be governed by the Occupational Health and Safety Act and its regulations. The mandate of this committee will be health and safety issues that apply across OHCOW.
- 15.04 OHCOW shall supply all protective clothing and other devices necessary to protect employees from illnesses and injuries arising from their employment.
- 15.05 Any certified worker member of the Joint Health and Safety Committee can stop the work of any part, or the whole operation of the Clinic, if the member has grounds to believe, and does believe, that the particular work is dangerous to the safety and health of any Clinic employee or any other person.
- 15.06 OHCOW agrees to ensure that:
- a. all work stations are ergonomically sound;
 - b. office ventilation is adequate;
 - c. noise sources are controlled;
 - d. indoor air quality issues are addressed.

The above matters shall be handled using the same standards which OHCOW recommends to its clients.

- 15.07 Employees who have completed training through the Workers Health and Safety Centre shall have their training maintained by the required upgrading and/or renewal. If it is necessary to schedule such training during working hours, the employee shall be paid for such hours.
- 15.08 There shall be one joint return to work committee, with equal numbers of representatives of labour and management, comprised of one each.

ARTICLE 16 - HOLIDAYS

16.01 The following paid holidays will be recognized by OHCOW:

Family Day
Good Friday
August Civic Holiday
Victoria Day
Labour Day
Easter Monday
Thanksgiving Day
Canada Day
Remembrance Day

16.02 Should one of the holidays specified in 16.01 fall on a Saturday or Sunday, another day shall be observed as the holiday.

16.03 There will be a Christmas shutdown extending from December 24th to January 2nd inclusive, with pay.

16.04 When any of the holidays are observed during an employee's scheduled vacation period, the employee shall receive an additional day off with pay.

16.05 Any authorized work performed by an employee on any of the above-named holidays shall be paid at the rate of double time in addition to holiday pay. Authorization must be obtained from the Executive Director or in the absence of the Executive Director, the Managing Director, prior to working any hours for these holidays.

ARTICLE 17 - VACATIONS WITH PAY

- 17.01 a. In the first year of employment an employee who has completed the probationary period, i.e., ninety (90) calendar days or six (6) calendar months based on classification shall be entitled to take vacation with pay at the applicable rate. During the first year, vacation will be earned on a pro-rata basis of 1.25 days per month which equates to three (3) weeks per year.
- b. An employee who has one (1) or two (2) years of service shall be entitled to three (3) weeks of vacation with pay.
- c. An employee who has three (3) to five (5) years of service shall be entitled to four (4) weeks of vacation with pay.
- d. An employee who has six (6) years of service shall be entitled to five (5) weeks of vacation with pay.
- e. An employee who has twenty (20) years of service shall be entitled to six (6) weeks of vacation with pay.
- f. An employee shall be entitled to the vacation entitlements specified in 17.01 (b), (c) (d) and (e) above, if the employee completes the service requirement during the vacation year.
- 17.02 An employee who is hospitalized because of sickness or accident while on scheduled vacation will be considered as being on sick leave during the period of such illness. Any unused vacation time may be rescheduled at a future date mutually agreeable to the Executive Director and the employee.
- 17.03 The calculation for vacation entitlement shall be based on the employee's anniversary date of hire. All entitlements and reconciliations will be calculated to the nearest day.
- 17.04 Vacation entitlements shall normally be taken in the year for which they have been accrued. However, the Executive Director may, by mutual agreement with the employee, permit an employee to carry over and accumulate a portion of vacation from one year to the next, subject to the staffing requirements of the clinic.
- 17.05 It is mandatory that all vacations be used prior to retirement.
- 17.06 All employees shall, according to their seniority, be entitled to schedule all of their vacation entitlement in consecutive weeks.
- 17.07 a. Employees shall submit all or part of their requests for scheduled vacations to the Executive Director by March 31 of each year. If there is a conflict of time, that is, more than one employee requesting the same time, the senior employee's request shall be granted and the less senior employee shall be asked to submit an alternative date. More than one employee may be scheduled to take vacation at the same time, if this is approved by the Executive Director or designate. After March 31 submitted vacation entitlements requests will be approved by the Executive Director on a first submitted first approved basis.
- b. Prior to April 15, the Executive Director shall post the approved vacation schedule and shall not amend the schedule except with the approval of the affected employee.
- c. Employees who wish to change their vacation schedule after the April 15 posting may do so provided their new vacation times do not conflict with another employee's scheduled time and provided a minimum of ten (10) days advance notice is given of

the requested change. Notice time may be less than ten (10) days if the Executive Director agrees.

- 17.08 An employee leaving the employ of OHCOW either by resignation or is discharged and not reinstated through the grievance and/or arbitration procedure shall have their vacation entitlement calculated on a prorated basis.
- 17.09 Employees will be allowed to take vacation with pay in advance of earned entitlement in a year.

ARTICLE 18 - HOURS OF WORK

- 18.01 The normal work week will be thirty-five (35) hours per week, Monday to Friday.
- 18.02 Employees shall be allowed two (2) fifteen (15) minute rest periods each working day. The two rest periods shall not be taken consecutively by the employee.
- 18.03 Hours worked outside the regular working day will be compensated to the employee in lieu time at one and one half (1½) times the hours worked outside of their regular working hours. Employees will be allowed to take their lieu time upon request to the Executive Director providing there is no disruption of clinic services.
- 18.04 Flexible work hours may be established for each local clinic as mutually agreed to between the employees of that clinic and the Executive Director.
- 18.05 The Employer shall offer lieu time equitably among employees qualified to perform the work required, taking into consideration assigned work, location and employee classification.

ARTICLE 19 - BENEFITS

- 19.01 OHCOW agrees to pay premium costs necessary to provide a benefit package as described in 19.02 to 19.12 below, as applicable and subject to the terms and conditions of the benefit plans.
- 19.02 OHCOW agrees to pay the premiums for each eligible employee subject to the terms and conditions of the Green Shield Plan: Green Shield Extended Health Services, private room, audio care, Green Shield Travel Assistance and legal plan, Green Shield Medical and Drug Plan and Dental Plan Number 3K. Green Shield Drug and Dental Plans will cover current fee schedules. Such payments will commence immediately upon employment.
- 19.03 OHCOW agrees to pay premiums for each eligible employee for the Eye Care Plan. The Eye Care Plan will provide up to \$300.00 benefit to each eligible employee and eligible family member every 24 months in accordance with the terms of the plan. OHCOW agrees to pay premiums of each eligible employee for an eye exam maximum to \$150.00 every 24 months in accordance with the terms of the plan.
- 19.04 OHCOW agrees to contribute twelve percent (12%) of each eligible employee's salary to a group Registered Retirement Savings Plan.
- 19.05 OHCOW agrees to pay premiums for the coverage of a Long Term Disability Plan for each eligible employee. Long Term Disability Benefits will come into effect for an eligible disabled employee only after 120 days of continuous disability as defined under the Plan. During this Long Term Disability Benefit qualifying period, OHCOW agrees to maintain full salary and benefits of the disabled employee.
- 19.06 Subject to the terms and conditions of the insurance policy the Long Term Disability Benefit shall be equal to seventy-five percent (75%) of the disabled employee's monthly salary. The maximum benefit payable is \$6,000.00 per month. The amount of earnings used to calculate the monthly benefit will be the eligible employee's pay rate on the 120th consecutive day of disability. The qualifying disability period is 120 consecutive days prior to age 65. Evidence of insurability, satisfactory to the Insurer, is required for benefit amounts over \$4,000.00 per month. Coverage terminates the date the employee attains age 65 or takes earlier retirement.
- 19.07 During the period for which Long Term Disability Benefits are paid by the insurer, OHCOW agrees to continue all group health and life insurance coverage at the level that such coverage was provided for at the time that the disability was first compensated for.
- 19.08 Subject to the terms and conditions of the insurance policy, OHCOW agrees to pay premiums of each eligible employee for life insurance that will be two and one half (2½) times annual earnings with an accidental death and dismemberment rider. The benefit is rounded to the next higher \$1,000.00 if not already a multiple thereof and is subject to a maximum of \$500,000.00. Evidence of insurability, satisfactory to the Insurer, is required for benefit amounts over \$300,000.00.
- 19.09 OHCOW agrees to pay premiums of each eligible employee for the provision of counseling by a psychologist up to a maximum of \$500.00 per year.
- 19.10 OHCOW agrees to pay premiums for an Employee Assistant Program.
- 19.11 OHCOW agrees to pay premiums for each eligible employee for PSA blood tests and the CA 125 test up to the usual and customary amounts in accordance with the terms of the plan.
- 19.12 It is agreed that the employer will provide for a top up of WSIB loss of income benefits to provide full salary. OHCOW will continue the salary for employees off on WSIB. The employee will reimburse OHCOW for any loss of income monies received from WSIB.

HEALTH AND WELLNESS

- 19.13 OHCOW agrees to reimburse full-time and part-time employees for purchases relating to health and wellness. The amount of reimbursement will be to a maximum of four hundred dollars (\$400.00) per calendar year (effective January 1, 2011) All claims must be accompanied by receipts.

ARTICLE 20 - TRAVEL ALLOWANCES

- 20.01 During the calendar year, employees who are required to travel for work-related purposes shall receive mileage from January 1, 2010 to May 31, 2010 at the rate of \$0.50 for the first 5,000 kilometres and \$0.44 per kilometre thereafter. Effective June 1, 2010, if the employee has not already exceeded 5,000 kilometres, for the remaining part of the year they shall receive mileage at the rate of \$0.52 per kilometre for the first 5,000 kilometres and \$0.46 per kilometre thereafter, or the cost of taxi or public transportation to and from their destination. Employees will also receive parking expenses. Parking expenses are to be receipted and submitted to the Executive Director or designate for approval.
- 20.02 Employees who are required to travel away from the office but not overnight shall receive up to fifteen dollars for breakfast where they must leave for the destination at or before 6 am. Employees shall also receive up to fifteen dollars for lunch where they leave for the destination at or before 11 am. Employees shall receive up to \$30 for dinner where they will arrive home at or after 7:30 pm. All meals shall be receipted and submitted to the Executive Director or designate for approval. Alcohol shall not be paid for.
- 20.03 Employees who are required to travel away from the office overnight shall be reimbursed for their single room hotel accommodation. For the day of arrival, employees will be reimbursed for meals on the same basis as in 20.02. For each subsequent day, including the day of return travel, they shall receive a daily expense allowance of \$60.00, for which receipts shall not be required.
- 20.04 When employees are required to travel away from the office with more than a briefcase, OHCOW will pay cab fare unless the employees use their own vehicle, in which case they will be reimbursed at the rate in 20.01.

ARTICLE 21 - MEMBERSHIP FEES, CONFERENCE, EDUCATIONAL AND TRAINING ALLOWANCES

- 21.01 OHCOW will provide a leave of absence with pay and benefits for all employees in professional classifications to enable them to obtain or continue their certification for:
- a. spirometry
 - b. audiometry
 - c. cardio-pulmonary resuscitation (CPR)
 - d. writing of exams for any certification
- 21.02 OHCOW will provide to all employees an educational stipend. Employees in the Occupational Nursing, Hygiene, Ergonomist and Occupational Health Coordinator classifications will receive not more than one thousand dollars (\$1,000) per fiscal year and employees in other classifications will receive not more than three hundred dollars (\$300) per fiscal year for the aforementioned stipend.
- 21.03 All scheduling of conferences and educational courses shall be by mutual agreement between OHCOW and the employee.
- 21.04 Reimbursement for educational courses will follow the successful completion of a course with a passing grade.
- 21.05 All conferences, educational or training courses attended by the employee and all membership fees paid by OHCOW on behalf of the employee must be related to the employee's employment at OHCOW.
- 21.06 Educational and conference leave will be granted by OHCOW, where in the opinion of OHCOW it will increase the quality of the employee's work performance.

ARTICLE 22 - WAGES

22.01 Employees shall progress through the ranks of their classification on their anniversary date. Each classification shall have a base rate. The steps of each classification are as provided in the table in Article 22.02.

22.02 Any new employees hired by OHCOW shall be hired on the salary scale specified in this agreement. These rates are specified on the following tables.

OHCOW Salary Scales as at May 31, 2013

Clerk Typists	Base	Step 1	Step 2	Step 3
	48,425.20	49,620.52	50,814.73	52,010.05

Client Service Coordinator	Base	Step 1	Step 2	Step 3	Step 4
	50,862.85	52,057.07	53,253.47	54,447.68	56,487.88
Base	Secondary Education plus 2 years relevant experience				
Step 1	Post-Secondary Diploma – no relevant experience or Secondary Education plus 3 years relevant experience				
Step 2	Post-Secondary Diploma plus 1 year relevant experience or Secondary Education plus 4 years relevant experience				
Step 3	Post-Secondary Diploma plus 2 years relevant experience or Post-Secondary Diploma plus NT Administration Training plus 1 year relevant experience or Post-Secondary Diploma plus Certification plus 1 year relevant experience or Secondary Education plus 5 years relevant experience				
Step 4	Medical secretary				

Nurses	Base	Step 1	Step 2	Step 3	Step 4	Step 5
	67,790.73	70,994.60	74,198.48	77,402.33	80,606.20	83,810.07
Base	RN plus 3 years related experience or BScN plus 1 year related experience					
Step 1	RN plus 4 years related experience or BScN plus 2 years related experience					
Step 2	RN plus 5 years related experience or RN plus 3 years related experience plus OHN/DOHS/Equivalent or BScN plus 3 years related experience or BScN plus 1 year related experience plus OHC/DOHS/Equivalent					
Step 3	RN plus 6 years related experience or RN plus 4 years related experience plus OHN/DOHS/Equivalent or BScN plus 4 years related experience or BScN plus 2 years related experience plus OHN/DOHS/Equivalent or MA plus 1 year related experience or COHN (C)					
Step 4	COHN (C) plus 1 year OHCOW experience					
Step 5	Anniversary date					

Occupational Hygienists	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	81,863.94	83,088.06	84,414.19	85,842.33	87,474.49	89,310.67	91,354.03	95,655.13
Base	Bachelor's degree in occupational hygiene or acceptable science or engineering degree plus one year of experience.							
Step 1	Master's degree in occupational hygiene or acceptable science or engineering Degree or Bachelor's degree as above plus two years of experience							
Step 2	Master's degree as above plus one year of experience of Bachelor's degree as above plus three years of experience							
Step 3	CIH or ROH or PhD in occupational hygiene or acceptable science or Master's Degree as above plus two years of experience or Bachelor's degree as above plus four years of experience							
Step 7	Step 6 plus Certification by the American Board of Industrial Hygiene CIH and/or registration by the Canadian Registration Board of Occupational Hygiene ROH							

Ergonomists	Base	Step 1	Step 2	Step 3	Step 4	Step 5
	71,934.43	73,502.66	75,087.29	76,687.23	85,525.50	88,585.80
Base	Bachelor's degree in ergonomics or related discipline					
Step 1	Bachelor's degree plus one year experience or OHCOW Co-op student experience					
Step 2	Bachelor's degree plus two years experience or Master's degree in ergonomics or related discipline					
Step 3	Bachelor's degree plus three years experience or Master's degree plus one year experience					
Step 4	(Canadian Certified Professional Ergonomist) CCPE					
Step 5	CCPE plus five years post designation					

Info Technician	Base
	55,053.54

Occupational Health Coordinator	Base
	75,593.62

22.03 As of June 1, 2010, the Cost of Living Allowance (COLA) shall be based on 1981 = 100, with a base of the Consumer Price Index (CPI) for Canada in April 2010, with quarterly adjustments on July 1, 2010, October 1, 2010, January 1, 2011, April 1, 2011, July 1, 2011, October 1, 2011, January 1, 2012, April 1, 2012, July 1, 2012, October 1, 2012, January 1, 2013, and April 1, 2013. The COLA will provide one cent per hour for each point increase in the CPI, which shall be folded into the base rate as per the above dates. A COLA lump sum payment based on one cent per hour for each point increase in the CPI will be paid on all hours worked during the three month period, prior to the quarterly adjustment dates, starting with the April 1, 2010 date. The payments will be made within the two-week pay period, following the release of the CPI figures.

22.04 Whenever OHCOW establishes a new job that falls within the bargaining unit, a job description and classification for the new job shall be established in accordance with the following procedure:

- a. OHCOW will develop a description, classification and salary grid of the job and submit it to the Union. The applicable salary grid shall become effective on the date the new job was established.
- b. The parties shall meet and attempt to agree on the new job's description, classification and salary grid. Should OHCOW and the Union be unable to agree upon the description, classification and salary grid of the new job within thirty (30) days from the date the Union received the new job description, then the Union may notify OHCOW in writing of its intention to submit the dispute to arbitration under Article 9.05 or Article 10.

RECLASSIFICATION

22.05 An employee may, at any time, request that a review of their job classification may be made through their Executive Director. Such requests shall include the reasons for the request.

NO COMPENSATION INCREASES EXCEPT GRID MOVEMENT

22.06 No form of compensation increases for the term of the agreement with the exception of grid movements.

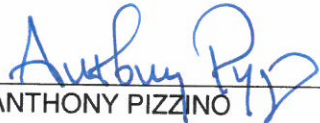
ARTICLE 23 - TERMINATION

23.01 This Agreement shall become effective June 1, 2013, and shall remain in force until April 2, 2015, and shall be automatically renewed from year to year, unless, within ninety (90) days and no later than thirty (30) days prior to any expiry date, either party gives notice to the other of a desire to make revisions to this Agreement.

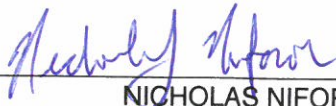
Dated this 18 day of December, 2013

OHCOW Negotiation Committee Members
Per:

UNION Negotiation Committee Members
Per:



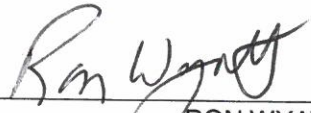
ANTHONY PIZZINO



NICHOLAS NIFOROS



MICHAEL ROCHE



RON WYATT
USW Staff Representative

LETTER OF UNDERSTANDING #1

**LIEU TIME/OVERTIME/MILEAGE CALCULATION
BETWEEN**

**OCCUPATIONAL HEALTH CLINICS
FOR ONTARIO WORKERS INC.**

[hereinafter referred to as "OHCOW"]

-- and --

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION**

[hereinafter referred to as the "Union"]

When service requirements or other needs cannot be met during regular working hours, employees may be requested to work overtime. Advance notification of these assignments will be provided. All overtime work must receive the Executive Director or the Managing Director's prior authorization. Overtime assignments will be distributed equitably within classifications.

The calculation of travel time and mileage allowance is as follows:

When the employee reports first to work at the clinic prior to traveling, the calculation will be from the time the employee leaves the clinic until the employee reaches the worksite and returns to the clinic.

Monday through Friday, when the employee will be traveling directly from home, until the employee reaches the worksite, calculation will be from the clinic or home, whichever is shorter. The return will be calculated from the worksite to home or the clinic, whichever is shorter.

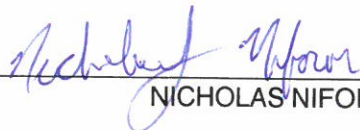
When required to work on a Saturday, Sunday or holiday, the calculation will be from the time the employee leaves home until the employee reaches the worksite and returns home.

Dated this 18 day of December, 2013


OHCOW Negotiation Committee Members
Per:

UNION Negotiation Committee Members
Per:


ANTHONY PIZZINO


NICHOLAS NIFOROS


MICHAEL ROCHE


RON WYATT
USW Staff Representative

LETTER OF UNDERSTANDING #2

BENEFITS FOR PART-TIME EMPLOYEES

BETWEEN

**OCCUPATIONAL HEALTH CLINICS
FOR ONTARIO WORKERS INC.**

[hereinafter referred to as "OHCOW"]

-- and --

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND
SERVICE WORKERS INTERNATIONAL UNION**

[hereinafter referred to as the "Union"]

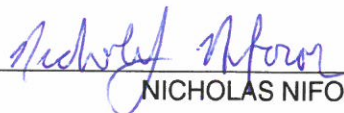
Part-time employees who were employed by OHCOW prior to November 18, 2005, (and who are still employed by OHCOW), will continue to receive the same benefits as all other eligible employees of OHCOW.

Dated this 18 day of December, 2013

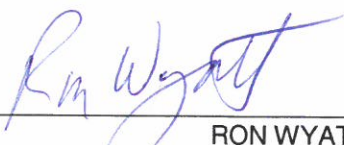
OHCOW Negotiation Committee Members
Per:

UNION Negotiation Committee Members
Per:


ANTHONY PIZZINO


NICHOLAS NIFOROS


MICHAEL ROCHE


RON WYATT
USW Staff Representative

EMPLOYEES WHO DID NOT ACCEPT THE FUTURE BENEFITS PAY-OUT

BETWEEN:

OCCUPATIONAL HEALTH CLINICS FOR ONTARIO WORKERS INC.
[hereinafter referred to as "OHCOW" or "Leadership"]

-- and --

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**
[hereinafter referred to as the "USW" or the "Union"]

For those employees that did not accept the proposed future benefits pay-out package offered by OHCOW on September 12, 2007, the Parties agree that the following benefits apply:

1. OHCOW agrees to pay premium costs necessary to provide a benefit package as described in 14 below, as applicable and subject to the terms and conditions of the benefit plans.
2. OHCOW agrees to pay premiums for each eligible employee subject to the terms and conditions of the Green Shield plan: Green Shield Extended Health Services, private room, audio care, Green Shield Travel Assistance and legal plan, Green Shield Medical and Drug Plan and Dental Plan Number 3K. Green Shield Drug and Dental Plans will cover current fee schedules. Such payments will commence immediately upon employment.
3. OHCOW agrees to pay premiums for each eligible employee for The Eye Care Plan. The Eye Care Plan will provide up to \$300.00 benefit to each eligible employee and eligible family member every 24 months in accordance with the terms of the plan. OHCOW agrees to pay premiums of each eligible employee for an eye exam maximum to \$150 every 24 months in accordance with the terms of the plan.
4. OHCOW agrees to contribute twelve percent (12%) of each eligible employee's salary to a group Registered Retirement Savings Plan.
5. OHCOW agrees to pay premiums for the coverage of a Long Term Disability Plan for each eligible employee. Long Term Disability Benefits will come into effect for an eligible disabled employee only after 120 days of continuous disability as defined under the Plan. During this Long Term Disability Benefit qualifying period, OHCOW agrees to maintain full salary and benefits of the disabled employee.
6. Subject to the terms and conditions of the insurance policy the long term disability benefit shall be equal to seventy-five percent (75%) of the disabled employee's monthly salary. The maximum benefit payable is \$6,000 per month. The amount of earnings used to calculate the monthly benefit will be the eligible employees pay rate on the 120th consecutive day of disability. The qualifying disability period is 120 consecutive days prior to age 65. Evidence of insurability, satisfactory to the Insurer, is required for benefit amounts over \$4,000 per month. Coverage terminates the date the employee attains age 65 or takes earlier retirement.
7. During the period for which Long Term Disability Benefits are paid by the insurer, OHCOW agrees to continue all group health and life insurance coverage at the level

that such coverage was provided for at the time that the disability was first compensated for.

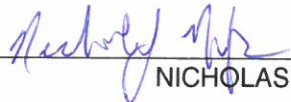
8. Subject to the terms and conditions of the insurance policy OHCOW agrees to pay premiums of each eligible employee for life insurance that will be two and one half (2½) times annual earnings with an accidental death and dismemberment rider. The benefit is rounded to the next higher \$1,000 if not already a multiple thereof and is subject to a maximum of \$500,000. Evidence of insurability, satisfactory to the Insurer, is required for benefit amounts over \$300,000.
9. A life insurance policy of \$5,000.00 will be provided to all employees who retire during the term of this agreement. In order to be entitled to the life insurance policy a full time employee upon date of retirement must be sixty-five (65) years of age and have at least five (5) years of service.
10. OHCOW agrees to pay premiums of each eligible employee for the provision of counseling by a psychologist up to a maximum of \$500.00 per year.
11. OHCOW agrees to pay premiums for an Employee Assistance Program.
12. OHCOW agrees to pay premiums of each eligible employee for PSA blood tests up to the usual & customary amount in accordance with the terms of the plan.
13. It is agreed that the employer will provide for a top up of WSIB loss of income benefits to provide full salary. OHCOW will continue the salary for employees off on WSIB. The employee will reimburse OHCOW for any loss of income monies received from WSIB.
14. In addition to 9, it is agreed that the employer will provide to retirees a benefit package upon retirement from OHCOW employment. Such package will be limited to those items described under 2, 3 and 10. In order to be entitled to the benefit package a full time employee upon date of retirement must be sixty-five (65) years of age and have at least five (5) years of service.

Dated this 18 day of December, 2013

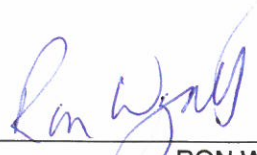
OHCOW Negotiation Committee Members
Per:

UNION Negotiation Committee Members
Per:


ANTHONY PIZZINO


NICHOLAS NIFOROS


MICHAEL ROCHE


RON WYATT
USW Staff Representative

NEW CLASSIFICATIONS/POSITIONS

BETWEEN:

OCCUPATIONAL HEALTH CLINICS FOR ONTARIO WORKERS INC.
[hereinafter referred to as "OHCOW" or "Leadership"]

-- and --

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**
[hereinafter referred to as the "USW" or the "Union"]

The parties agree that in the event that the Employer wishes to create a new classification or new position in the future the following process will be followed:

1. The Employer shall act in good faith in the creation of new classifications or positions.
2. Where the Employer establishes a new classification or creates a new position within a current classification the Employer shall provide the Union with a copy of the job description and pay rate, including whether in its opinion the classification or position is one that should be within the bargaining unit or not.
3. For the purposes of clarity and definition, the parties understand that a managerial position will be one in which, among other duties, the incumbent exercises direct or effective control over employees in the bargaining unit in respect of terms of conditions of employment, employment policies, hiring, performance evaluation, discipline, termination of employment, grants time off with or without pay, assigns overtime, attends at grievance meetings on behalf of the Employer, etc. Specifically, a position will not be considered managerial where it has a lead or coordinating role for another employee, or team of employees, but does not have managerial authority as defined in this paragraph. The use of the term "manager" or other normally managerial position names will not be determinative regarding whether that position is managerial. The position must meet the test specified in this paragraph.
4. The parties further understand, for the purposes of clarity and definition, that a position relating to a person who acts in a confidential capacity relating to labour relations will be one in which there is regular material involvement in matters relating to labour relations, such involvement is at the core of the position, and the information to which the incumbent has or would have access is confidential since its disclosure would adversely affect the interest of the Employer. Specifically, a position will not be considered to act in a confidential capacity relating to labour relations solely because it provides access to confidential information in the course of clerical or other support roles, for example for filing or copying. The position must meet the test specified in this paragraph.
5. Within two (2) weeks of receipt of notification from the Employer of the creation of a new classification or position, along with the information described above in para. 2, the Union shall provide the Employer with its position in respect of the new classification or new position. In the event that the Union does not respond it will be deemed to have no dispute regarding the proposed classification or position.
6. In the event that the Union disputes the Employer's proposal, or if it requests further information, the Employer will have one (1) week to provide a response to the Union.
7. The Union will then have one (1) week to provide the Employer with its final position regarding the proposed classification or position.

8. In the event that the parties cannot agree about the placement of a position in or out of the bargaining unit following this process, or any other issue regarding the position, either party may refer the matter to the expedited mediation-arbitration process described below for final and binding resolution.

9. The parties agree that it is in their mutual best interest to resolve these disputes as quickly as possible. It is therefore agreed that in the event of a dispute and referral of an issue to expedited mediation-arbitration, the Employer will contact Ms. Janice Johnston and request that she convene a mediation-arbitration within two weeks. In the event that Ms. Johnston is unable to provide any available date within that time frame, the parties agree that Mr. Jules Bloch will act as the mediator-arbitrator, and will be invited to convene a mediation-arbitration within two weeks of his being contacted. Should neither Ms. Johnston nor Mr. Bloch be available, the parties agree to refer the matter to the Minister of Labour for the appointment of an arbitrator under the expedited arbitration provisions of the *Labour Relations Act, 1995*.

10. Should Ms. Johnston and/or Mr. Bloch not wish to act as mediator-arbitrators, or be unable to do so, the parties may discuss and agree upon new names of mediator-arbitrators as replacements.

11. The mediator-arbitrator appointed by the parties will have two (2) days from the date of the mediation-arbitration to issue a decision. Such decision will be binding on the parties.

12. The cost of the mediation-arbitration shall be borne equally by the parties.

Dated this 18 day of December, 2013


OHCOW Negotiation Committee Members
Per:

UNION Negotiation Committee Members
Per:


ANTHONY PIZZINO


NICHOLAS NIFOROS


MICHAEL ROCHE


RON WYATT
USW Staff Representative

LETTER OF UNDERSTANDING #5

LIEU TIME FOR LABOUR RELATED EVENTS

BETWEEN:

OCCUPATIONAL HEALTH CLINICS FOR ONTARIO WORKERS INC.
[hereinafter referred to as "OHCOW" or "Leadership"]

-- and --

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**
[hereinafter referred to as the "USW" or the "Union"]

OHCOW/USW members are committed to attend/participate in regular labour related events to provide support and assist in promoting OHCOW's community presence. For which lieu time would be recognized as agreed upon between the ED and staff member.

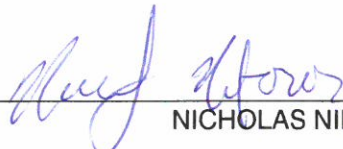
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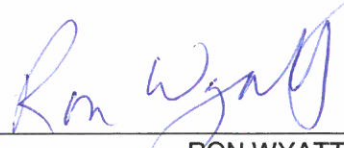
OHCOW Negotiation Committee Members
Per:


ANTHONY PIZZINO


MICHAEL ROCHE

UNION Negotiation Committee Members
Per:


NICHOLAS NIFOROS


RON WYATT
USW Staff Representative

LETTER OF UNDERSTANDING #6

Membership fees, dues and insurance costs; and regarding medical secretary program and membership fees.

BETWEEN:

OCCUPATIONAL HEALTH CLINICS FOR ONTARIO WORKERS INC.

[hereinafter referred to as "OHCOW" or "Leadership"]

-- and --

**UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION**

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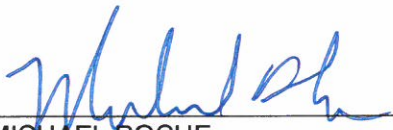
The employer undertakes to do the following:

- To investigate, consult each discipline (including Admin. Assistants) and then develop a policy to identify what licences, memberships, certifications or re-certifications are required and/or supported by OHCOW for each discipline and to ensure that the related fees and expenses will be paid by the employer.
- To investigate and consult each discipline and then develop a policy to identify what insurance will be required by OHCOW for each discipline and to ensure that the cost will be paid by the employer
- To investigate and consult with the Administrative Assistants on the educational programs for Medical Secretary, and ensure that Administrative Assistants are supported in their efforts to achieve that level

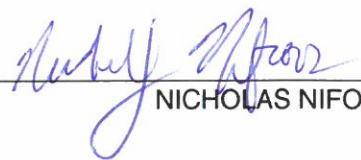
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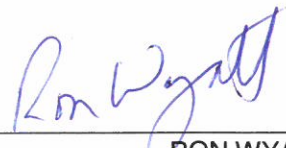
OHCOW Negotiation Committee Members
Per:


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