

# **Collective Agreement**

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**between**

**Ontario Public Service Employees Union  
on behalf of its Local 525**

**and**

**Legal Aid Ontario – Districts**

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**DURATION: September 17, 2019 – March 31, 2022**



Sector 5  
5-525-10500-20220331-5

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## **ARTICLE 1 – PURPOSE**

- 1.01** The purpose of this Agreement is to provide orderly Collective Bargaining relations between the Employer and its employees covered by this Agreement, to promote the morale, well-being and security of all employees through the prompt and fair disposition of grievances, and to provide efficiency of operations and fair wages, hours and working conditions for the employees.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01** This Agreement shall apply to all employees in the Bargaining Unit as outlined below:
- a)** all employees defined in the Certificate issued by the Ontario Labour Relations Board on the 15<sup>th</sup> day of May 2015, that is, all employees of Legal Aid Ontario employed in our out of its Greater Toronto Centralized Services office in the City of Toronto, save and except managers, persons above the rank of manager, employee working for the Refugee Law Office and/or Refugee and Immigration Services GTA, persons not regularly employed for not more than twenty-four (24) hours per week, students employed during school vacation periods, and/or employees in bargaining units for which any trade union holds bargaining rights as of May 4, 2015;
  - b)** all employees defined in the Certificate issued by the Ontario Labour relations Board on the 21<sup>st</sup> day of June 2017, that is, all employees of Legal Aid Ontario employed in its Toronto North District in the City of Toronto, save and except managers and those above the rank of manager, and members of the legal profession entitled to practice in Ontario who are employed in their professional capacity, and employees in bargaining units for which any trade union holds bargaining rights as of June 6, 2017, persons not regularly employed for not more than twenty-four (24) hours per week, students employed during school vacation periods, and employees employed in a confidential capacity in matters related to labour relations;
  - c)** all employees defined in the Certificate issued by the Ontario Labour Relations board on the 21<sup>st</sup> day of June 2017, that is, all employees of Legal Aid Ontario employed in its Central District in the Municipalities of Peterborough, Oshawa and Barrie, save and except managers and those above the rank of manager and members of the legal profession entitled to practice in Ontario who are employed in their professional capacity and employees in bargaining units for which any trade union holds bargaining rights as of June 6, 2017, persons not regularly employed for not more than twenty-four (24) hours per week, students employed during school vacation periods, and employees employed in a confidential capacity in matters related to labour relations;

- d)** all employees defined in the Certificate issued by the Ontario Labour Relations Board on the 16<sup>th</sup> day of November 2017, that is, all employees of Legal Aid Ontario employed in its Essex, Lambdon, Kent District in the municipalities of Windsor, Chatham and Sarnia, save and except managers and those above the rank of manager and members of the legal profession entitled to practice in Ontario who are employed in their professional capacity and employees in bargaining units for which any trade union holds bargaining right as of October 31, 2017, persons not regularly employed for not more than twenty-four (24) hours per week, students employed during school vacation periods, and employees employed in a confidential capacity in matters related to labour relations;
- e)** all employees defined in the Certificate issued by the Ontario Labour Relations Board on the 20<sup>th</sup> day of June 2018, that is, all employees of Legal Aid Ontario employed in its Peel York District in the municipalities of York, Peel and Dufferin, save and except managers, and those above the rank of manager, persons employed in a confidential capacity in matters relating to labour relations, members of the legal profession entitled to practice in Ontario who are employed in their professional capacity, and employees in bargaining units for which any trade union holds bargaining rights as of June 5, 2018.
- f)** all employees defined in the Certificate issued by the Ontario Labour Relations Board on the 15<sup>th</sup> day of February 2019, that is, all employees of Legal Aid Ontario employed in its Hamilton/Kitchener District in the City of Hamilton, Halton Region, the Region of Waterloo, Wellington County, Niagara Region, Haldimand County, Norfolk County and the City of Brantford, save and except managers, and those above the rank of manager, persons employed in a confidential capacity in matters relating to labour relations, members of the legal profession entitled to practice in Ontario who are employed in their professional capacity, and employees in bargaining units for which any trade union holds bargaining rights as of January 31, 2019;
- g)** all employees defined in the Certificate issued by the Ontario Labour Relations Board on the 31<sup>st</sup> day of July 2019, that is, all employees of Legal Aid Ontario employed in its Northeast District in the City of Sault Ste. Marie, the City of Timmins, the Municipality of Kirkland Lake, the City of North Bay and the City of Sudbury save and except managers, and those above the rank of manager, persons employed in a confidential capacity in matters relating to labour relations, members of the legal profession entitled to practice in Ontario who are employed in their professional capacity, and employees in bargaining units for which any trade union holds bargaining rights as of July 22, 2019;
- h)** all employees defined in the Certificate issued by the Ontario Labour Relations Board on the 30<sup>th</sup> day of May, 2019, that is, all employees of Legal Aid Ontario employed in its Toronto Central District, save and except managers, and those above the rank of manager, persons employed in a

confidential capacity in matters relating to labour relations, members of the legal profession entitled to practice in Ontario who are employed in their professional capacity, and employees in bargaining units for which any trade union holds bargaining right as of May 23, 2019.

- i) all employees defined in the Certificate issued by the Labour Relations Board on the 30<sup>th</sup> day of May, 2019, that is, all employees of Legal Aid Ontario employed in its Refugee Law Office, save and except managers, and those above the rank of manager, persons employed in a confidential capacity in matters relating to labour relations, members of the legal profession in Ontario who are employed in their professional capacity, and employees in bargaining units for which any trade union holds bargaining rights as of May 23, 2019;
- j) all employees in the following geographic areas: the former District of London, the former Northwest District and the existing Eastern District defined in a Certificate issued by the Ontario Labour Relations Board in accordance with the terms of the certificate.

**2.02** The Employer will notify the Union of Bargaining Unit positions that become excluded and or included as per the provisions of Article 2.01.

**2.03** The Employer recognizes the Union as the sole Bargaining Agent for all employees of the Employer in the Bargaining Unit defined above.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

**3.01** The Union recognizes that the management of the facilities and the direction of the work force are fixed exclusively in the Employer except as specifically limited by the express provisions of this Agreement. Without restricting the generality of the foregoing, the Union recognizes the exclusive function of the Employer to:

- (a) maintain order, discipline and efficiency;
- (b) make, alter and enforce from time-to-time reasonable rules, regulations and policies that are not inconsistent with the provisions of this Agreement and that are to be observed by its employees;
- (c) hire, assign, classify, transfer, lay off, recall, discharge, suspend or otherwise discipline employees provided that a claim that the Employer has disciplined or discharged an employee who has completed the probationary period without just cause may be the subject of a grievance and dealt with as hereinafter provided;
- (d) generally maintain the operation of the Employer including, without limitation, establishing and administering reasonable tests for the purpose of assisting the Employer in determining an employee's qualifications, the sub-contracting of work, the number of shifts; determine the work to be performed, the methods and processes to be employed and such other matters concerning the Employer's operation not otherwise specifically dealt with in this Agreement;

- (e) to redeploy staff for business continuity purposes in the event of emergency situations to other roles for which they are qualified and/or can be readily trained;

An emergency is defined as a serious situation, or occurrence, that happens unexpectedly and demands immediate action, such as natural disasters, power outages, pandemics etc.; and impedes the normal service delivery to clients.

#### **ARTICLE 4 – DUES DEDUCTION**

- 4.01** Once each pay period, the Employer will deduct from the pay of each employee who is covered by this Agreement, starting with the pay period nearest to the employee's date of hire, an amount equal to her/his regular bi-weekly Union dues as prescribed by the Union. The Union shall notify the Employer in writing of the amount of such dues from time-to-time.
- 4.02** All dues so deducted shall be remitted to the Accounting Department of the Union not later than the fifteenth (15<sup>th</sup>) day of the month following the month in which such deductions are made, together with a list of the names of all employees from whose pay dues were so deducted. The aforesaid list shall indicate the employee's SIN number, the amount deducted for each employee and the period covered for the deduction.
- 4.03** The Union agrees to indemnify and save the Employer harmless with respect to all claims and demands made against the Employer by an employee as a result of the deductions and remittance of dues by the Employer pursuant to this Article.
- 4.04** The Employer agrees to report total dues deducted annually on each employee's T-4 slip.
- 4.05** The Employer agrees that the current formula of Union dues deduction will be applied to all retroactive wage increases.

#### **ARTICLE 5 – UNION ACTIVITY**

- 5.01** The Union will not, nor will any employee, engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Employer. Such permission must be requested at least five (5) working days prior to the planned Union activity or at the earliest possible opportunity. The Employer also agrees that Stewards will be permitted to meet with Bargaining Unit members during working hours to discuss issues or concerns that require immediate attention. It is understood that such meetings will not interfere with the effective day-to-day operation of the Employer.
- 5.02** The parties will share equally the cost of printing sufficient copies of this Agreement to provide one (1) to each member of the Bargaining Unit.
- 5.03** The Employer agrees to acquaint new employees of the fact that a Collective Agreement is in effect and to advise new employees of the names and work

locations of Union Stewards. The Employer agrees that a Union Steward will be given the opportunity to meet with all new Bargaining Unit employees, without loss of pay, for thirty (30) minutes during the employees first thirty (30) days of employment. The Employer will provide the Union with a list of all newly hired employees in the Bargaining Unit on the first working day of each month.

**5.04** The Union shall have the use of a bulletin board in the Employer's premises for the purpose of posting notices relating to the Union's legitimate business affairs.

Such notice must be approved by the Employer, prior to their being posted and such approval shall not be withheld unreasonably.

**5.05 Notices to the Union**

(a) The Employer shall advise the Unit Steward and a designate of the EERC of the name and position of each new employee hired into the Bargaining Unit within two (2) weeks of hire.

(b) The Employer shall provide the Unit Steward and a designate of the EERC, within two (2) weeks, the name and position of each employee who leaves the Bargaining Unit. This shall include, but not be limited to, retirement, resignation, termination, layoff, movement to a permanent excluded position, and secondment to excluded positions with the expected date of return to the Bargaining Unit.

(c) Upon request, the Employer shall provide the Unit Steward and a designate of the EERC a list of all non-dues paying staff members, including contract staff and contractors, employed or contracted by Legal Aid Ontario.

Within fifteen (15) working days of the request, the Employer shall supply the list showing the name, start date, expected termination date if known, title and department of each employee.

(d) The Employer agrees to notify the Union ten (10) business days in advance of any proposed implementation of anything referenced in Article 3.01(b).

**5.06** In order that the Union can properly represent the employees in Labour Management Relations, the Employer will provide secure storage space for the Local's use.



## **ARTICLE 6 – REPRESENTATION**

**6.01** The Employer agrees to recognize the following Union Representatives:

- (a)** A maximum of six (6) Stewards from each of the six (6) Districts as outlined in the Letter of Understanding: Scope and Recognition, with up to two (2) of whom being Unit Stewards; and three (3) Stewards from each of Refugee Law Office and GTA Centralized Services, with one (1) from each being the Unit Steward. .
- (b)** A Negotiating Committee of up to three (5) employees, together with a Union Staff Representative, for the purpose of renegotiating this Collective Agreement. Members of the Negotiating Committee will not suffer any loss of pay while attending meetings with the Employer for the purpose of negotiating the Agreement, up to and including any meeting(s) held with the Conciliation Officer. It is understood and agreed that the pay of the members of the Negotiating Committee will be at straight time and not to exceed the standard work day.

The Employer shall also release Negotiating Team members from duty for preparation, caucus time, and reasonable travel time, subject to operational needs. Such release time will not be unreasonably denied. The Union will reimburse the Employer for all pay for this time off.

- \*(c)** Up to one (1) representative to the Joint Health and Safety Committee.
- (d)** Up to two (2) representatives to the Pension Advisory Committee.
- (e)** Up to two (2) representatives to the Benefits Advisory Committee.
- (f)** Up to five (5) representatives to the Joint Job Evaluation Committee.
- (g)** Up to six (6) representatives to the Employer/Employee Relations Committee.
- (h)** Up to two (2) representatives to the Employee Engagement Committee
- (i)** Up to two (2) representatives to the Diversity and Inclusions Committee
- (j)** Up to two (2) representatives to the Accessibility Advisory Committee

**6.02** All of the above-mentioned representatives shall be employees who have completed three (3) months of employment.

**6.03** The Union will provide the Employer with an up-to-date list of the names and position of each representative acting pursuant to this Article and the Employer will not be required to recognize such representatives until it has been so notified.

**6.04** No representative shall leave her/his work place or enter another department to investigate or process a grievance, or negotiate with the Employer, without the prior consent of her/his supervisor, or any other supervisor affected, which shall not be unreasonably withheld. It is understood that committee persons will not absent themselves from their regular duties unreasonably.

- 6.05** The Employer agrees that a Steward, or committee person, will suffer no loss of basic pay as a result of regularly scheduled straight-time lost while attending meetings with the Employer pursuant to this Article and Article 10 (including investigation of grievances in accordance with the Grievance Procedure but excluding attendance at arbitration hearings).
- 6.06** The Union Representatives will not enter the premises of the Employer without obtaining the prior consent of the Employer.
- 6.07** Upon written request by the Union, and provided that reasonable notice is given, leave of absence without loss of pay or credits may be granted by the Employer to employees elected as Executive Board Members and Executive Officers of the Union, for the purpose of conducting the internal business affairs of the Union.

The Union shall reimburse the Employer for the salary paid to members of the Executive Board and the Executive Officers granted leave under this Article and such leave shall not be withheld unreasonably.

#### **ARTICLE 7 – EMPLOYEE/EMPLOYER RELATIONS COMMITTEE**

- 7.01** An Employee/Employer Relations Committee shall be established consisting of up to six (6) representatives of the Union and six (6) representatives of the Employer, with the capacity of either party to bring in an additional resource person from the Union or the Employer.
- 7.02** The Area Employee/Employer Relations Committee shall meet at the request of either party, usually once every two (2) months at a mutually agreeable time to discuss matters of mutual concern. Where practical, each party will notify the other of the proposed agenda items in writing one (1) week in advance of the meeting.
- 7.03** The Employee/Employer Relations Committee shall address matters of mutual interest to the parties including but not limited to fair and equitable access of employees to educational opportunities.

#### **ARTICLE 8 – NO DISCRIMINATION**

- 8.01 (a)** There will be no discrimination or harassment practiced by reason of ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, race, age, marital status, family status, or disability, as defined in Section 10(1) of the *Ontario Human Rights Code (OHRC)*, membership or non-membership in Union, nor for any other reason.
- (b)** Any employment equity programs undertaken by LAO that are taken in accordance with the *Ontario Human Rights Code* shall not be considered a contravention of this article.

If any provision of this agreement is found to conflict with the *Ontario Human Rights Code*, the parties shall be bound by the Code and shall amend this agreement to the extent required.

#### **8.02 Code of Conduct**

The Union and the Employer recognize the dignity and worth of every individual and seek to create a climate of understanding and mutual respect in the workplace.

The parties agree that they will not tolerate, ignore or condone any type of improper comment or conduct that a person knows, or ought reasonably to know, would be unwelcome, offensive, or embarrassing. Breaches of the Code of Conduct include derogatory remarks, name calling, threats or other forms of intimidation, bullying, violence, inappropriate jokes, innuendoes and teasing, insulting gestures, practical jokes, hate literature, actions which invade personal privacy, spreading rumours that damage one's reputation, arbitrarily refusing to work with another, and inappropriate use of authority.

Where there is an alleged violation of this Article, employees will make their complaint known, in writing, to their Manager within ten (10) working days. If the complaint is against the immediate Manager, the complaint shall be raised with the next higher level of management. The Manager, together with Human Resources, the employee and her/his Union Steward, will develop a plan of action to review the alleged violation. If the matter is not resolved within the next ten (10) working days, the employee may submit a grievance at Step 1 of the Grievance Procedure described in Article 10.

#### **ARTICLE 9 – NO STRIKES OR LOCKOUTS**

**9.01** In view of the orderly procedure established by this Agreement for the settlement of disputes and the processing of grievances, the Union and the Employer agree that there shall be no strike or lock-out during the lifetime of this Agreement. The terms "strike" and "lock-out" shall be as defined in the *Ontario Labour Relations Act*, R.S.O. 1980, c.228, as amended.

#### **ARTICLE 10 – COMPLAINT AND GRIEVANCE PROCEDURE**

**10.01** It is the mutual desire of the parties that complaints of employees shall be resolved quickly and effectively.

**10.02** All reference to "days" in this Article and in Articles 11 and 12 shall mean working days.

#### **10.03 Complaints**

An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss her/his complaint with her/his immediate Supervisor. The employee may elect to have a Union

Steward present at the meeting. Such a complaint shall be brought to the attention of the immediate Supervisor within ten (10) days of the incident-giving rise to the complaint, or the date the employee ought reasonably to have become aware of the circumstances giving rise to the complaint.

**Step 1**

If the matter is not resolved within five (5) days of discussion, the employee may take the matter up as a grievance by filing the grievance, in writing, with her/his immediate Supervisor within five (5) days of the discussion with her/his Supervisor. The grievance shall contain a statement of the facts relied upon, clearly indicate the relief sought, specify the provisions of the Collective Agreement alleged to have been violated, and be dated and signed by the employee. The supervisor shall answer the grievance in writing within five (5) days of receipt of the grievance and shall deliver a copy of the answer to the grievor's Steward.

**Step 2**

Failing settlement at Step 1, the employee, her/his steward, and her/his Manager shall meet and attempt to resolve the grievance within five (5) days of completion of Step 1. Either party may request facilitation/mediation services from Human Resources to assist in coming to resolution. The employer shall respond in writing within five (5) days of the meeting with the results of the meeting and shall deliver a copy to the grievor's Steward.

**Step 3**

Failing settlement at Step 2, the employee may refer the grievance to the President/CEO within five (5) days of the conclusion of Step 2. A meeting with the employee, her/his steward, and the President/CEO will be set within ten (10) days of the request. The Employer shall respond in writing within five (5) days of the meeting with the results of the meeting and shall deliver a copy to the grievor's Steward.

**10.04** The above time-limits may be extended by the mutual agreement between the parties to this Agreement; however, such agreement must be confirmed in writing.

**10.05 Employer or Union Grievance**

The Union or the Employer may initiate a grievance relating to the interpretation, application, administration or alleged violation of this Agreement beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) days of the circumstances giving rise to the grievance, or the date upon which the grieving party ought reasonably to have become aware of the circumstances giving rise to the grievance. Such grievance shall be in the form prescribed in Step 1. Any such grievance may be referred to Arbitration under Article 12 by either the Union in the case of a Union grievance or the Employer in the case of an Employer grievance.

**10.06** If a party fails to reply to the grievance within the time-limit set out in any Step of the Grievance Procedure, the grievance may be submitted to the next Step.

**10.07** Any complaint or grievance which is not commenced or processed through the next stage of the grievance or arbitration procedures within the time specified, or within the time frames mutually agreed to by the parties, shall be deemed to have been dropped.

**10.08** A grievance which is not resolved through the foregoing procedure may be referred to Arbitration in accordance with the provisions hereof.

#### **ARTICLE 11 – DISCIPLINE AND DISCHARGE CASES**

**11.01** The Employer will make reasonable efforts to arrange for a Union Steward to be present at a meeting where discipline or discharge will be imposed on an employee and to advise the Unit Steward or designate twenty-four (24) hours in advance that a meeting will take place. Such notice will disclose the location and time of said meeting. The Union shall maintain confidentiality regarding said meeting except as may be required to arrange for the attendance of a Union Steward at the meeting.

**11.02** An employee who is discharged or suspended shall be given a reasonable opportunity to interview her/his Steward before leaving the Employer's premises, unless it is necessary, because of the circumstances giving rise to her/his discharge, to require the immediate expulsion of the employee from the premises.

**11.03** A seniority employee who is discharged may file a grievance at Step 2 of the Grievance Procedure within ten (10) days after such discharge. A seniority employee who is disciplined may file a grievance at Step 1 of the Grievance Procedure within ten (10) days of such discipline.

**11.04** Where a discipline or discharge grievance is not settled and becomes the subject matter of an Arbitration, the Arbitrator or Arbitration Board may substitute such other penalty for the discharge or discipline as the Arbitrator or Arbitration Board seems just and reasonable in all the circumstances.

#### **ARTICLE 12 – ARBITRATION**

**12.01** Where a grievance which has not been resolved through the Grievance Procedure, or where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and is referred to arbitration, the following shall apply:

- (a)** The party referring the grievance shall give written notice to the other party not later than fifteen (15) days after the response from Stage 2 that it intends to refer the matter to Arbitration, giving the name and address of the proposed Arbitrator.

The time limits in Article 12 may be extended by the mutual agreement between the parties to this agreement; however, such agreement must be confirmed in writing.

- (b) Within ten (10) days after receiving such notice, the other party shall respond by agreeing to the Arbitrator or proposing an alternative(s) Arbitrator(s).
- (c) Failing agreement within twenty-one (21) days of such time as may be agreed by the parties, the Office of Arbitration may make an appointment at the request of either party. The single Arbitrator shall be bound by all clauses in Article 12 in the same manner as an Arbitration Board.

**12.02** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.

**12.03** The Employer and the Union shall equally share the costs of the Arbitrator.

**12.04** The Arbitrator shall not have the power to alter, modify or amend any part of this Agreement, nor make any decision inconsistent with the provisions of this Agreement.

**12.05** Employees who are summonsed or subpoenaed and whose attendance is required at Arbitration Hearings shall receive permission to be absent from work with pay.

**12.06 (a)** By mutual agreement, the parties may elect to have a Tripartite Board hear the matter in dispute instead of a single Arbitrator. In such a case, the party wishing to submit the issue to Arbitration should indicate this in its notice of intent to Arbitrate. The recipient of the notice shall inform the other party within seven (7) days of receipt of the notice, if it is agreeable or not, to the matter being heard by a Tripartite Board. If so, the parties shall use the following procedure:

- (b) Within ten (10) days after receiving such notice, the other party shall respond by indicating the name and address of its nominee to the Arbitration Board.
- (c) The two (2) nominees shall, within seven (7) days after the receipt of the appointment of the second of them, appoint a third person who shall be the Chairperson of the Arbitration Board.
- (d) If the recipient fails to name a nominee, or if the two (2) nominees fail to agree on a Chairperson, an appointment may be made by the Office of Arbitration at the request of either party.

**12.07** The Arbitration Board shall be governed by the following provisions:

- (a) The Arbitration Board shall hear and determine the grievance and issue a decision that is final and binding on the parties and upon any employee affected by it.
- (b) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairperson governs.

- (c) Each party shall share the cost of the Chairperson of the Arbitration Board.
- (d) Each of the parties hereto shall bear the expense of its own nominee.
- (e) The Board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

### **ARTICLE 13 – SENIORITY**

**13.01** Newly hired employees shall serve a probationary period of six (6) calendar months duration. During this period an employee shall be considered as being employed on a trial basis and may be discharged at the discretion of the Employer. The discharge of a probationary employee shall not be the subject matter of a grievance. A probationary employee will receive a written assessment of their performance detailing achievements and/or areas of improvement at the end of three (3) months of employment and again at the end of the probationary period. Upon completion of the probationary period a new employee shall have her/his seniority dated back to her/his most recent date of hire.

After three (3) months of employment, employees will be eligible for benefits and paid time off.

**13.02** Seniority shall mean an employee's length of continuous service with the Employer. Full-time employees shall accumulate seniority on the basis of years, months and days of employment, since last date of hire. For temporary employees, seniority shall accrue as per Article 33.02.

**13.03** Seniority lists will be supplied to the Unit Steward of the Local and shall be posted on the bulletin board on January 1<sup>st</sup> and July 1<sup>st</sup> of each year, or within two (2) weeks of a request from the Representative of the Bargaining Unit.

**13.04** Seniority once established for an employee shall be forfeited and the employee's employment shall be deemed to be terminated under the following conditions:

- (a) if she/he voluntarily quits;
- (b) if she/he retires in accordance with the provisions of the Employer's Pension Plans;
- (c) if she/he is discharged for any cause and not reinstated through the Grievance Procedure;
- (d) if she/he fails to report for duty after a layoff or leave of absence in accordance with the provisions of this Agreement;
- (e) if twelve (12) months have elapsed from the day of layoff, or a period equal to the employee's seniority prior to such layoff, whichever is the lesser;
- (f) if she/he is absent from work without permission for more than three (3) consecutive working days, unless such absence is established to have been due to causes beyond the employee's control.

**13.05** Employees promoted on a contractual or secondment basis to supervisory positions or positions not covered by this Agreement will retain their seniority after promotion and, if transferred back into the Bargaining Unit, the time served in such position, up to a maximum of two (2) years, shall be included in their seniority standing, unless extended by written agreement by the Employer and the Local Union.

#### **ARTICLE 14 – JOB POSTING**

**14.01** When a new job classification is permanently created in the Bargaining Unit, or when additional employees are permanently required in an existing job classification in the Bargaining Unit, or when a permanent position has been vacated and requires a replacement, the Employer will post a notice of the vacancy for a period of at least five (5) working days. The notice will specify the nature of the position, the qualifications required, and the rate of pay. An employee who wishes to be considered for the position so posted shall signify her/his desire by making formal application in accordance with the provisions of the posting.

The Employer agrees to notify any employee on layoff or extended leave, of all job postings, if the employee so requests. The employee must provide an email address.

**14.02 (a)** In filling any posted vacancy under this Article, the Employer will consider the requirements and efficiency of operations, the qualifications and abilities including, without limitation, educational qualifications, type of experience, training, individual abilities, punctuality, productivity and attendance and the candidate shall be selected on the basis of these factors provided that any negative assessment of the candidate's performance has been disclosed to the candidate in advance of the competition. If two (2) or more candidates are relatively equal in respect of the foregoing factors, then seniority with the Employer will be the controlling factor in selecting the candidate.

**(b)** If the job is not filled as a result of the posting, or if no suitable applications are received from within the Bargaining Unit, the Employer reserves the right to hire. It is understood that the Employer will not consider external applicants until qualified internal applicants have been interviewed.

**(c)** All applicants who are interviewed for a position will be informed of the competition outcome, by email, within five (5) working days of the successful candidate accepting the position. The email will advise the applicant of the outcome and will inform them that they may request feedback from the hiring manager or HR.

**14.03 (a)** There shall be a trial period of three (3) calendar months from the date of appointment within which the successful applicant may return, or be required by the Employer to be returned, to her/his former job. Upon successful completion of the three (3) month period, the successful candidate will be confirmed in the position.



**(b)** If a position becomes vacant as a result of the operation of Article 14.03 (a) it may be filled on a temporary basis for up to three (3) months, unless it is mutually agreed to reduce or extend this period as may be deemed appropriate by the parties. Such an agreement between the Union and the Employer must be confirmed in writing.

**14.04** Any employee who has accepted a new position following a job posting under this Article shall not be entitled to bid on a posted job for six (6) months from the date of her/his acceptance of her/his new position, except in the case of a bid on a posted job in a higher paid job classification or with the approval of the departmental Director.

**14.05** Any job which is vacant because of illness, accident, vacation, leave of absence, temporary transfers, or promotions and temporary vacancies, shall not be deemed to be vacant for the purposes of this Article, nor shall the upgrading of an existing position with a single incumbent be deemed to create a vacancy. A job which is vacant due to the above reasons other than maternity leave of absence for a predetermined specified period in excess of seventy-five (75) working days, shall be posted pursuant to the provisions of this Article.

**14.06** Where an employee is assigned temporarily for a period of not less than five (5) working days to perform substantially all of the duties attached to a position in a higher classification, she/he shall be paid Acting Pay from the day she/he commenced to perform those duties in accordance with the salary scale for the higher classification. The Acting Pay will be at the rate listed for the first salary step of the higher classification, provided that in no event shall the change result in an increase of less than three percent (3%).

**14.07** An employee who has become incapable by illness or injury will be employed in other work which she/he is capable of performing adequately. The Employer and the Union shall mutually agree upon the position to be filled by such an employee.

**14.08** Where an employee is temporarily assigned to perform the duties and responsibilities of a position not covered by this Collective Agreement, she/he shall retain her/his rights and obligations under the Collective Agreement.

LAO will continue to deduct Union Dues from any permanent Bargaining Unit members who are seconded into non-Bargaining Unit positions and it is understood that such employees will retain their rights and responsibilities under the Collective Agreement during the term of their secondment as per Article 13.05.

**14.09** In cases where an employee is assigned temporarily, as outlined above, to an excluded position, the employee will be paid Acting Pay at the rate of the minimum of the salary band of the excluded classification, provided that in no event shall the change result in an increase of less than three percent (3%).

**14.10** All secondment job opportunities in excess of two (2) months will be posted as per Articles 14.01 to 14.09 inclusive. The postings will include language regarding the employee's right to return to their previously held position at the end of the secondment period. All temporary positions, (contract/secondment and others) are deemed to be a secondment for all permanent internal applicants.

**14.11** Where a temporary position has been operational in LAO for a period of twenty-four (24) months, the temporary position shall be converted at that time to a permanent full-time position, and shall be posted, as per Article 14, in the Collective Agreement.

A temporary position for a specific project with a known end-date that exceeds twenty-four (24) months is exempt. For any extension(s) to the exempt position, the Employer will consult with the Union.

Any interruption of less than ninety (90) days will not affect the determination of the twenty-four (24) month end-date.

**14.12** The Employer shall notify all Stewards and all members of EERC of any Bargaining Unit job posting one (1) business day prior to posting the position.

Notice for excluded positions will be provided, as soon as possible, prior to posting the position.

The Employer shall consider any representations which the Local Union may make with respect to including the position in the Bargaining Unit.

Any new Bargaining Unit positions must have been evaluated through the JJEC prior to posting.

## **ARTICLE 15 – LAYOFF AND RECALL**

**15.01** In the event that an employee's position is laid-off due to the redundancy of a position, or a department and/or a permanent reduction in the workforce, the provisions of this Article shall apply.

### **15.02 Notice to Union**

At least one (1) month prior to issuing the notice of layoff specified in Article 15.04 below, the Employer will meet with the EERC, as specified in Article 7, to discuss possible ways and means of avoiding layoff. These shall include, but not be limited to:

- (a) Potential creation of vacancies that might be filled by affected employees;
- (b) Temporary assignment of affected employees to positions held by other employees who are on various leaves of absences;
- (c) Voluntary exits.

### **15.03 Layoff Procedure**

When the Employer decides that circumstances require a reduction in personnel in any position, the following provisions shall apply:

- (a) Layoff shall be on the basis of seniority as defined in Article 13.02.
- (b) Subject to the right of employees to elect Voluntary Exit opportunities, the parties agree that in cases of layoff under Article 15, the employee in the affected job classification in the affected department with the least seniority will be the first to be laid-off.

- (c) In the event of layoff under Article 15, the medical and dental benefits will continue up to the end of the month in which the layoff occurs, and the Employer and the employee will contribute the premiums accordingly

#### **15.04 Notice to Employee**

Where it has been determined by the Employer that a reduction in staff through layoff is necessary, the Employer shall give the affected employee and the Union at least four (4) months written Notice of Layoff. When the employee receives notice, he/she shall have ten (10) business days to elect to move to a vacant position or to be laid-off.

The employee who has received Notice of Layoff has the option of moving:

- (a) to a vacant position at the same salary grid provided he/she possesses the minimum qualifications and can satisfactorily perform the core duties and responsibilities of the job. If there is no such position, then;
- (b) to a vacant position identified in Article 15.05(a) at the same salary grid provided he/she possesses the minimum qualifications and can satisfactorily perform the core duties and responsibilities of the job. If there is no such position, then;
- (c) to a vacant position at the next lowest salary grid provided he/she possesses the minimum qualifications and can satisfactorily perform the core duties and responsibilities of the job. If there is no such position, then;
- (d) to a vacant position identified in Article 15.05(a) at the next lowest salary grid provided he/she possesses the minimum qualifications and can satisfactorily perform the core duties and responsibilities of the job. If there is no such position, then;
- (e) the provisions of the last section shall be repeated until all salary grids have been reviewed in descending order and a vacant position is identified and the employee affected possesses the minimum qualifications and can satisfactorily perform the core duties and responsibilities of the job. If no such position is identified the employee shall be laid-off.

#### **15.05 Voluntary Exit Option**

- a) Before any Notices of Layoff are issued, the Employer will identify potential vacancies by canvassing employees in the Bargaining Unit in the affected salary grid or below to determine whether any of those employees wish to voluntarily terminate employment with the Employer.

The Employer will provide an irrevocable Letter of Intent to any interested employee. Employees wishing to take Voluntary Exit shall sign the irrevocable Letter of Intent within five (5) business days. The Letter of Intent will be in effect for thirty (30) calendar days from the date of the letter.

- b) In the event that an employee(s) in the affected job classification in the affected department does wish to voluntarily terminate employment, the Employer will select that employee(s) for layoff and the employee(s) will receive Notice of Layoff and severance pay in accordance with Article 15.

An employee may resign at any time during the notice period and receive severance pay in accordance with Article 15.

- c) In the event that the numbers of employees in an affected job classification in an affected department volunteering to be laid-off exceeds the number of employees to be laid-off, it is understood that the Employer will select the employees with the most seniority to be laid-off from among the volunteers.
- d) In the event that there are insufficient volunteers in the affected job classification in the affected department, the Employer shall go to the list of volunteers who have signed an irrevocable Letter of Intent.

The Employer will select for layoff the volunteer in the salary grid closest to the affected employee provided that the affected employee possesses the minimum qualifications and can satisfactorily perform the core duties and responsibilities of the volunteer's position. In the event there is more than one (1) volunteer in the closest salary grid, the Employer will select the most senior volunteer for voluntary layoff.

- e) If no potential vacancies in the affected job classification in the affected department can be identified through the Voluntary Exit process, then notice of layoff will be given to the least senior employee in the affected job classification in the affected department as per Articles 15.03 and 15.04.
- f) To the extent permitted by law, the Employer will cooperate with an employee receiving severance pay with respect to the timing and direction of payment of severance to minimize income tax liability.

#### **15.06 Severance Pay**

The Employer shall provide severance as follows:

- (a) Employees will be provided with severance pay equivalent to two (2) weeks' of pay per year of service calculated to the date worked in the final year of service to a maximum of sixty-eight (68) weeks;
- (b) Upon layoff, in accordance with Article 15, or termination under the Voluntary Exit provisions, the employee will be reimbursed to a maximum of three thousand dollars (\$3,000.00) for retraining and/or outplacement counselling services, upon receipt of invoices. Invoices for training and/or outplacement counselling services must be received by Legal Aid Ontario no later than twelve (12) months from the employee's last day of work with LAO.

#### **15.07 Recall**

No new employee shall be hired in the Bargaining Unit until those laid-off and placed on the recall list have had the opportunity to be recalled, as set out below:

- (a) Employees laid-off under Article 15 who retain recall rights shall be recalled on the basis of seniority to the first available new position, or vacancy, in the same, or lower, hourly rate to their last held classification, providing he/she possesses the minimum qualifications and can satisfactorily perform

the core duties and responsibilities of the job, and provided such vacancy occurs within one (1) year of his/her layoff.

- (b)** Employees with recall rights will also be entitled to apply for vacancies as per Article 14 (Job Postings). The Employer will provide copies of the job postings, within the appropriate geographic area, to those employees on layoff within the job posting period, with sufficient time for the employee to respond.
- (c)** The Employer will provide an up-to-date copy of the current recall list to the Employer/Employee Relations Committee and to the Unit Steward within one (1) week of any changes or adjustments made to the list.
- (d)** When recalling an employee after layoff, she/he shall be notified by registered mail, or personally by telephone, and allowed ten (10) working days to report for work from the date of the signed receipt of delivery of the Notice of Registered Mail, or receipt of the telephone notice, whichever occurs first.
- (e)** An employee to whom a registered letter is sent, or who is notified by telephone in accordance with this Article, must contact the Employer within forty-eight (48) hours of the time of signed receipt of the delivery of the Notice of Registered Mail, or receipt of the telephone notice, whichever occurs first, if she/he wishes the Employer to hold the job open for her/him for the full ten (10) working day period.
- (f)** It shall be the employee's responsibility to keep the Employer notified as to any change of her/his address or telephone number so that they will be up-to-date at all times.
- (g)** An employee may not refuse recall. Should an employee refuse recall, he/she will be terminated from the recall list and shall be paid severance in accordance with Article 15.06.
- (h)** If the employee is recalled, the employee's service and seniority from the original date of hire shall be counted as unbroken, but there shall be no accrual for service or seniority for the period on recall.
- (i)** If an employee chooses to retain recall rights, the employee's severance entitlement shall be paid out when his/her recall rights have expired, or at any time the employee chooses to waive recall rights.
- (j)** If an employee who has chosen to retain recall rights is subsequently recalled and the employee chooses to return to the workplace, the severance payment is retained by the Employer. If within three (3) months either the employee is dissatisfied with the position or the Employer determines that the employee is unable to satisfactorily perform the requirements of the job, then the employee can resign, or be terminated, with his/her severance package as per Article 15.06.

## **ARTICLE 16 – TECHNOLOGICAL AND ORGANIZATIONAL CHANGE**

- 16.01** The Employer undertakes to notify the Employee/Employer Relations Committee, or representative of the Union, at least thirty (30) days in advance of any planned technological or organizational change which will affect the employment conditions of Bargaining Unit employees.
- 16.02** The Employer agrees to discuss with the Employee/Employer Relations Committee, or a representative of the Union, as far in advance as practical, the technological and/or organizational changes that will affect Bargaining Unit employees. The Employer will discuss how the changes will affect Bargaining Unit staff and to explore ways to minimize the adverse impact, including discussion regarding training of employees.
- 16.03** Where new or greater skills are required, the training to support technological changes will be fully provided by the Employer, including the cost of the training program and all materials related to the training. Training will be conducted during the normal work day and employees will continue to receive their normal earnings during training-time.
- 16.04** An employee whose job is changed, or who is laid-off from his/her job by virtue of technological and organizational change, will be red-circled and will suffer no reduction in normal earnings.
- 16.05** An employee who is rendered redundant, or laid-off from his/her job as a result of technological or organizational change, shall be given an opportunity to fill any vacancy for which he/she has seniority and for which he/she possesses the minimum qualifications and can satisfactorily perform the core duties and responsibilities of the job.
- 16.06** No additional employees shall be hired by the Employer into Bargaining Unit positions until employees affected by the change, or employees on layoff, have been notified of the proposed technological or organizational change and allowed a training period of three (3) months to acquire the necessary qualifications and core skills to retain their employment.

## **ARTICLE 17 – RESIGNATION**

- 17.01** An employee's resignation from her/his employment with the Employer shall be in writing and shall be delivered to the employee's immediate supervisor at least two (2) weeks prior to the date of termination.

## **ARTICLE 18 – SICK LEAVE – INCIDENTAL ILLNESSES**

- 18.01** An Incidental Illness is defined as a personal absence of a short and episodic nature that is tracked and recorded within LAO's Short-Term Disability program. Incidental Illnesses are days missed that are of four (4) or less consecutive days.

An employee who has completed three (3) months of employment and who is unable to attend to his/her duties due to sickness or injury is;

- (a) Allowed up to six (6) sick days per calendar year, to be used for incidental illness/injury unforeseen by the employee. The number of days available will be prorated based on normal working hours for Part-Time staff. The number of days will also be prorated for employees that are hired mid-year.
- (b) Incidental absences up to the limits outlined in Article 18.01 (a) are paid at one hundred percent (100%) of salary as of the date last worked.
- (c) Incidental Illness days are not authorized or approved when they occur during the same time period as vacations, maternity or parental leaves, or any other leave, paid or unpaid which has already been scheduled.
- (d) Any Incidental Illness/injury absence beyond the limits established in Article 18.01 (a) will not be paid, unless the employee chooses to use vacation, discretionary days or lieu time.
- (e) This Article does not apply where absence is due to the illness or injury of a dependent/relative. Please refer to Article 18.08 (Discretionary Days) for incidental absences outside of this Article.
- (f) An employee who becomes incapable by illness or injury will be employed in other work which she/he is capable of performing adequately. The Employer and the Union shall mutually agree upon the position to be filled by such an employee.
- (g) Should an employee be admitted to hospital while on vacation, such period of hospitalization may not be considered to be vacation, but may be considered to be sick leave, and paid accordingly. Employees must produce formal proof of admittance from the hospital, to be submitted to the Employer for consideration.

#### **18.02 Sick Leave – Short-Term Disability**

Short-Term Disability is an Employer-insured program that supports employees who are disabled and unable to perform the normal duties of his/her own occupation.

On approval of STD leave, employees will be restored any Incidental Illness leave days that they may have used for this illness.

An employee who has completed three (3) months of employment and who is absent for more than four (4) consecutive working days due to illness or injury:

- (a) receives Short-Term Disability leave at one hundred percent (100%) of their salary, subject to Article 18.02 (b), as of the date of the onset short-term disability less any normal payroll deductions which would have been made had the leave not occurred.
- (b) must provide documentation suitable and satisfactory to substantiate the employee's absence to LAO's disability management specialist for

adjudication. Should the claim be medically approved, LAO will pay the employee from the first (1<sup>st</sup>) work day absent due to this illness.

- (c) The cost of having a physician complete suitable and satisfactory documentation outlined in 18.02 (b) will be paid by the Employer to a maximum of fifty dollars (\$50.00). In the event of a workplace injury or accident necessitating the completion of this documentation, LAO will incur the total cost.
- (d) The treating physician shall indicate the duration of Short-Term Disability Leaves in the documentation outlined in 18.02 (b). Benefits paid for Short-Term Disability Leaves will not exceed seventeen (17) weeks (including weekends). If an employee returns to work and becomes totally disabled again from the same or related causes within ninety (90) days from the end of the period from which benefits were paid, it will be treated as a continuation of the previous disability and the remainder of the original benefit claim will be paid.

If an employee becomes totally disabled again from the same or related causes after returning to work for more than ninety (90) days, the disability will be considered a new disability and a full benefit period will be reinstated. Short-Term Disability Benefits are reinstated in the current year for a new unrelated illness/injury, if the employee has returned to work for thirty (30) days. After seventeen (17) weeks in any twelve (12) month period, applicable Short-Term Disability Benefits for the same or related illness/injury will be paid at one hundred percent (100%) of salary.

- (e) In situations where an employee's treating physician does not provide satisfactory information with respect to an employee's prognosis, LAO may require that the short-term disability benefits be adjudicated by an independent medical practitioner and the employee will be required to be assessed by an independent medical practitioner to support the payment of benefits. Notwithstanding submissions from the employee's treating physician, the determination of duration made by the independent medical practitioner will be used by LAO to determine the duration of salary continuation.
- (f) An employee will receive credit for service while on approved short-term disability and will continue to accrue vacation.
- (g) All group benefits and company pension will continue for the duration of the approved short-term disability.
- (h) Notwithstanding terms outlined in Articles 18.02 (e) and 18.02 (f), service and vacation will not accrue and benefits will not continue beyond the end date of an employee's contract, unless a contract extension has been authorized prior to the first working day immediately following the contract end date.



### **18.03 Long-Term Disability**

Long-term disability is an insured benefit through LAO's Group Insurer. The insurer is the sole party responsible in determining eligibility for LTD benefits. An employee must have a complete inability due to injury, disease, illness, pregnancy, or mental disorder to perform substantial duties of his/her regular occupation in order to qualify.

- (a) Subject to the terms of the long-term disability plan outlined in the group benefits booklet, the employee will be eligible for benefits at the expiry of the period listed in Article 18.02 (d).
- (b) When applying for long-term disability, the cost, if any, of having suitable and satisfactory documentation completed to substantiate the employee's eligibility for long-term disability will be paid by the employer to a maximum of fifty dollars (\$50.00). In the event of a workplace accident or injury necessitating the completion of the medical form, LAO will incur the total cost.
- (c) An employee on long-term disability will not receive credit for vacation purposes while on long-term disability. Any outstanding accrued vacation will be paid out to the employee on the first pay following the approval of their long-term disability claim.
- (d) An employee will remain a member of the LAO Pension Plan while on approved long-term disability subject to Article 18.03 (f).
- (e) For LTD, basic and employee optional life and AD&D premiums will be paid for by the insurance carrier as per the waiver provision of the LTD benefit plan. The Employer will assume the employee's portion of the premiums for health and dental for the duration of an approved long-term disability.
- (f) All group benefits will also be continued if an employee's STD benefits have exhausted and a decision on the long-term disability claim is pending and during the period of an appeal of a long-term disability decision. If through the appeal process, the claim for long-term disability is denied benefits will be terminated if the employee does not return to work.

**18.04** After completing three (3) months of employment, a newly hired employee shall receive a sick leave allowance prorated in accordance with the number of months worked from the employee's starting date to December 31<sup>st</sup>. Any days absent because of illness or accident during the probationary period will be charged against this allowance and paid in full upon confirmation as a permanent (i.e. non-probationary) employee.

**18.05** An employee absent as a result of incidental illness or accident is required to advise his/her manager by accessing a dedicated line for absenteeism where available, or by telephone or email as soon as practically possible. All reasons for absenteeism must be kept confidential between the Employer and the employee.

**18.06** The sick leave policies stated above precludes an employee from making any claim under the *Employment Insurance Act* in the period during which salary is continued.

**18.07** When requested by the employee, or their Union Steward, the Employer shall negotiate a return to work protocol where an employee is returning to work after illness or injury.

**18.08 Discretionary Days**

The Employer recognizes the need for employees to balance obligation inside and outside the workplace. The use of Discretionary Days is designed to promote a healthy workforce by helping employees manage family, community, religious and social commitments outside the workplace.

- (a) An employee who has completed three (3) months of employment is allowed up to four (4) Discretionary Days per calendar year, to be used for personal or family obligations or religious holidays. The number of days available will be prorated based on normal working hours for part-time staff.
- (b) Discretionary Days up to the limits outlined in Article 18.08 (a) are paid at one hundred percent (100%) of salary.
- (c) Discretionary Days are not authorized or approved when they occur during the same time period as vacations, maternity or parental leaves or any other leave, paid or unpaid, which has already been scheduled.
- (d) Any personal, or family-related absence beyond the limits established in Article 18.08 (a), will not be paid, unless the Manager approves the use of vacation or lieu time.
- (e) An employee who wishes to use a Discretionary Day for reasons other than family illnesses or emergencies must advise their Supervisor at least five (5) days in advance.
- (f) Employees will not be permitted to use Discretionary Days other than for family illnesses or emergencies or religious holidays when operational requirements will be compromised. Employees are encouraged to give as much notice as possible for religious holidays.

**ARTICLE 19 – PENSION PLAN**

**19.01** The Employer agrees to contribute to the Defined Benefit Plan and/or Defined Contribution Plan in accordance with the chart below:

<b>Effective Date</b>	<b>Employee Contribution</b>	<b>Employer Contribution</b>
January 4, 2019	9%	9%

The Employer agrees to make no changes or amendments to these plans without first giving the Union as much notice as is possible of the proposed changes in advance of the changes. Further, the Employer agrees to meet with the Union before any changes are made to explain the necessity of the changes and to consult with the Union regarding the implementation of the changes.

The Employer and the Union agree that up to one (1) member of the Union will participate on the Pension Advisory Committee as per Article 6.

**ARTICLE 20 - BENEFITS**

**20.01** The Employer shall contribute to the premium cost of the following benefits plans, for all employees who have completed three (3) months of employment, during the term of this Agreement:

- (a)** Group Life Insurance – 100%
- (b)** Accidental Death & Dismemberment Insurance – 100%
- (c)** Long Term Disability Insurance – 66-2/3%
- (d)** Extended Health Benefits – 100% - Prescription Drug Card – No Cap
- (e)** Services of an ophthalmologist, or licensed optometrist, up to a maximum of one hundred dollars (\$100.00) per person over two (2) benefit years.
- (f)** Major Dental Benefits at fifty percent (50%) to an annual maximum of twenty-five hundred dollars (\$2500.00), in addition to their Basic Dental coverage of fifteen hundred dollars (\$1500.00) per year. Dental Care Insurance – eighty-five percent (85%) employer premium – fifteen percent (15%) employee paid premium.
- (g)** Current ODA Fee Guide will be applied to services covered.
- (h)** Vision Care – one hundred percent (100%) – three-hundred and fifty dollars (\$350.00) every two (2) years for each employee and their covered dependent(s).
- (i)** Combined Paramedical services to a maximum of one thousand dollars (\$1000.00) annually.

**20.02** The Employer will have the right to select the carrier of its choice in respect of any of the above benefits provided that in the event that any carrier is changed, an

equivalent level of benefits will be maintained. A Benefits Advisory Group (BAG) with up to one (1) Bargaining Unit Representative from OPSEU Local 525 (Toronto North District) will be established for the purpose of reviewing health, dental and vision care benefit-plans design issues. The BAG may make recommendations to the Employer regarding the design of the benefit plans.

- 20.03** All of the benefits mentioned in this Article shall be more particularly described and set forth in the respective plan documents or policies of insurance. It shall be the obligation of the employee to resolve any dispute concerning payment of benefits under any plan or policy directly with the insurer. However, the Employer will use its best efforts to adjust and settle any such dispute.
- 20.04** A brief description of the benefits provided, including without limitation, claims procedures, eligibility requirements, waiting periods, exclusions, and level of benefits can be found in the booklet published by Legal Aid Ontario, copies of which will be provided to each employee.
- 20.05** Employees who have completed three (3) months of employment may claim spousal benefits for same-sex spouses under the Group Insurance Plan, specified in Article 20.01. A same-sex spouse is eligible for benefits under our Group Insurance Plan if cohabitation has existed for a minimum of the previous twelve (12) consecutive months from the time the claim is made.

#### **ARTICLE 21 – BEREAVEMENT LEAVE**

- 21.01 (a)** An employee who would have otherwise been at work shall be allowed up to four (4) days' leave of absence with pay in the event of the death of his/her spouse, common law spouse, same-sex spouse, mother, father, stepmother, stepfather, child or step child, brother, sister, grandparent, grandchild.
- (b)** An employee who would have otherwise been at work shall be allowed up to three (3) days' leave of absence with pay in the event of the death of his/her mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparent-in-law, ward or guardian, niece, nephew, aunt and uncle.
- (c)** The Manager, in consultation with Human Resources, may grant an employee leave of absence with pay for up to three (3) days upon special and compassionate grounds in the event of a death of a person not specified in Articles 21.01 (a) or (b).
- (d)** An employee may be granted an additional three (3) days, on special and compassionate grounds, if required for the purpose of travel to attend a funeral of a relative described in Article 21.01. It is agreed that such leave will not be unreasonably withheld.

#### **ARTICLE 22 – SPECIAL AND COMPASSIONATE LEAVE**

**22.01** The Department Manager, in consultation with Human Resources may grant an employee leave of absence with pay for up to three (3) days in a year upon special or compassionate grounds for reasons other than those specified in Article 21. It is agreed that such leave will not be unreasonably withheld.

**22.02 Family Medical Leave**

- (a) Family Medical Leave is a leave of absence without pay for a period of up to eight (8) weeks to provide care and support to a specified family member who has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- (b) The leave of absence shall be in accordance with the provisions of the *Employment Standards Act, 2000*.
- (c) An employee who is entitled to Compassionate Care Benefits and who provides the Employer with proof that he/she will receive compassionate care benefits pursuant to the *Employment Insurance Act (Canada)* shall be paid by the Employer an allowance for the first two (2) weeks of the leave equal to the amount that he/she would receive from Employment Insurance.
- (d) During Family Medical Leave, an employee's seniority, vacation entitlement and membership in benefit plans will be as follows:

**Seniority:** Seniority shall continue to accumulate for the eight (8) week period of Family Medical Leave.

**Vacation:** Vacation entitlements shall accumulate for the eight (8) week period of Family Medical Leave.

**Benefit/Pension Plans:** Coverage under the plans outlined in Article 20 will continue, unless the employee has advised the Employer, in writing, that she/he does not wish to continue to make the employee contributions to the Benefit Plan and/or Pension Plans.

**22.03 Personal Emergency Leave (PEL)**

An employee is entitled to use up to ten (10) Personal Emergency Leave (PEL) days per year where two (2) PEL days are paid and eight (8) PEL days are unpaid. PEL days may be used for personal illness, injury or medical emergency or urgent matter relating to the following family members:

- (a) spouse (includes both married and unmarried couples, of the same or opposite genders)
- (b) parent, step-parent, foster parent, child, step-child, foster child, grandparent, step-grandparent, grandchild or step-grandchild of the employee or the employee's spouse
- (c) spouse of the employee's child
- (d) brother or sister of the employee

- (e) relative of the employee who is dependent on the employee for care or assistance

#### **ARTICLE 23 – LEAVE FOR UNION ACTIVITIES**

- 23.01** The Employer, on receiving one (1) weeks' notice in writing from the Union, will grant leave of absence without pay to not more than two (2) employees at any one (1) time to attend Union conventions or conferences. Such leaves inclusively shall not exceed an accumulated total of ten (10) days per year and shall be permitted only if the operations of the Employer permit, but shall not be unreasonably withheld.
- 23.02** When an employee is elected or appointed to a full-time position with OPSEU, the Employer shall grant a leave of absence without pay and continuation of benefit coverage paid by OPSEU and without loss of seniority for the durations of such leave. At the end of the assignment, the employee shall, upon two (2) weeks' notice be returned to the position held immediately prior to the commencement of the leave or to a comparable position with no decrease in pay should the original position be eliminated.
- 23.03** Leave of absence with no loss of pay and with no loss of credits shall be granted to an employee elected as an Executive Board Member of the Union. The Union will reimburse the Employer for the salary and benefits paid to the employee.

#### **ARTICLE 24 – LEAVE OF ABSENCE**

- 24.01** A leave of absence in excess of vacation entitlement, not to exceed four (4) months, may be granted at the discretion of the department manager. Such a leave of absence will be without pay, and employees may be required to take the remainder of their vacation time for the calendar year prior to taking a leave of absence.
- 24.02** Leave of absence in excess of four (4) months duration may be granted at the discretion of the department manager.
- 24.03** Any leave of absence granted by the Employer shall be in writing and shall set out the length of leave of absence granted, the purpose of the leave and the terms, if any, on which it is granted.
- 24.04** During a leave of absence an employee's vacation entitlement and membership in benefit plans will be as follows:
  - (a)** **Vacations:** earned vacation time does not accrue during leave of absence under this Article;
  - (b)** **Benefit Plans:** coverage under the Plans outlined in Article 20 will continue during the leave of absence. The employee's share of these premiums, where applicable, will be deducted from the last pay cheque prior to the commencement of leave or, alternatively, may be remitted in the form of post-dated cheques.

**24.05** Coverage under the Benefit Plans outlined in Article 20 shall not continue during layoff.

**ARTICLE 25 – JURY OR WITNESS DUTY**

**25.01** An employee of the Employer, who is summoned to serve as a juror, or is subpoenaed to attend as a witness, shall be granted the necessary leave of absence with pay. The employee must turn over to the Employer any fee received as a juror or as a witness.

**25.02** An employee who is summoned to serve as a juror, or is subpoenaed to attend as a witness, must show written proof of the summons or subpoena. Written proof in the form of the summons or subpoena must be provided to the Department Manager or Supervisor at the earliest possible opportunity.

**ARTICLE 26 – PREGNANCY/PARENTAL LEAVE**

**26.01 Purpose**

Employees who become parents are entitled to leave in accordance with the *Employment Standards Act*.

An employee who is entitled to take a pregnancy, or parental leave, cannot be terminated or laid off, disciplined or suspended because he/she is so entitled, or has, in fact, applied for or taken such leave.

**1. Benefits**

While an employee is on pregnancy or parental leave LAO will continue to make the employer contributions to life insurance, accidental death, LTD, medical and dental plans. An employee on leave is still responsible for their share of benefits premiums, should they wish to continue with their benefits coverage during their leave. These premiums will be collected from any sub-plan payments made to the employee. Once the sub-plan payments cease, Payroll will make arrangements with the employee to debit any ongoing premium costs through a bank account of the employee's choice until they are reactivated on payroll after the leave. During the period where sub-plan payments are being paid, the employee will have an option to contribute to the LAO Pension Plan based either on the sub-plan earnings paid or based on their normal salary. The employee is not required to contribute to the LAO Pension Plan during the period where sub-plan payments do not apply, however they will still maintain membership in the plan. If an employee chooses to continue to contribute to the plan during this period, they may choose to contribute at any amount up to their regular contribution amount. LAO will match all employee contributions.

Allocations for sick time and vacation entitlements will not be affected during the absence for pregnancy and parental leave. Vacation carry-over

forms should be submitted to Human Resources in the event that vacation entitlements from a particular year cannot be taken in the same calendar year.

**2. Payment During Two Week Waiting Period and LAO Sub-Plan**

An employee entitled to pregnancy and/or parental leave who provides the employer with proof that she/he has applied for, and is eligible to receive, employment insurance benefits pursuant to Section 30 of the *Employment Insurance Act, 1971*, shall be paid an allowance for the two (2) week waiting period in accordance with the Supplementary Employment Benefit Plan (sub plan – see Section 2) as determined by the Employment Insurance Commission (EIC).

**3. Pregnancy Leave – Eligibility**

A Full-Time or Part-Time employee is entitled to seventeen (17) weeks of unpaid leave of absence for pregnancy, if she has been employed by LAO for at least (13) thirteen weeks preceding the estimated day of delivery. The leave may commence up to eight (8) weeks before the expected date of delivery.

**4. Provisions Regarding Pregnancy Leave**

Upon receipt of a doctor's certificate confirming the pregnancy and specifying the estimated date of delivery, a leave of absence without pay (except as noted under Two Week Waiting Period) not to exceed seventeen (17) weeks, will be granted at the written request of the employee, submitted no later than four (4) weeks prior to the commencement of the leave of absence.

**5. Notice from Employee (Pregnancy)**

If pregnancy-related complications force the employee to stop work before she has arranged her pregnancy leave, she has two (2) weeks from that date to give the Employer written notice. The Employer will require a physician's certificate, which confirms the expected or actual date of birth and will require the employee to go through the short-term disability process. This process requires documentation suitable and satisfactory to be completed and sent in to disability management. Please refer to the Absence Management Policy for more information.

**6. Parental Leave – Eligibility**

An employee who is a parent of a child, who has been employed with LAO for at least thirteen (13) weeks is entitled to a thirty-seven (37) week unpaid parental leave following the birth of the child, or the coming of the child into a parent's custody, care and control for the first time. If the employee is the birth mother and has already completed a seventeen (17) week pregnancy leave, the employee is entitled to a thirty-five (35) week unpaid parental leave.



**7. Commencement of Parental Leave**

For a birth mother, parental leave commences when her pregnancy leave ends. For fathers and/or adoptive parents, parental leave commences when the baby first comes into custody, care and control of a parent.

8. For fathers and adoptive parents, parental leave must commence within fifty-two (52) weeks after the birth, or after the child first comes into the custody, care and control of a parent.

**9. Notice from Employee (Parental)**

An employee who is entitled to a parental leave is required to give his/her manager/supervisor four (4) weeks' written notice prior to the commencement of the leave. If he/she does not specify when the leave will end, it will be assumed that he/she wishes to take the maximum thirty-seven (37) week leave (thirty-five (35) weeks if the birth mother).

However, an employee may request a postponement of their parental leave as long as it begins within fifty-two (52) weeks of the birth of the child. Such a request must be submitted to the manager/supervisor in writing for approval at least four (4) weeks prior to the end of the pregnancy leave.

**10. Return to Work**

If an employee on parental leave wishes to change the date of his/her return to work to an earlier or later (but subject to the thirty-seven (37) week maximum length of leave) date, the employee must give the Employer four (4) weeks' written notice before the date the leave was to end.

**26.02 LAO Sub-Plan**

1. LAO pays supplementary benefits to employees who are on pregnancy/parental leave through our Employment Insurance Sub-plan, provided the employee can show they are eligible for and receiving EI Benefits.
2. The LAO plan gives employees a choice as to how they receive their benefits. An employee can elect to receive a higher percentage of their income for a shorter period or a lower percentage for a longer period.  
Sub-plan options cannot be changed once the employee starts to receive payment. The options are outlined below.
3. For employees on contract, any sub-plan payments may not extend beyond an employee's contract end date.
4. All benefits will be determined after the employee has provided evidence of their eligibility and receipt of EI Benefits and provides payroll with a copy of their benefits advice and their sub plan selection.

**26.03 Pregnancy/Parental Leave Options**

For employees taking a combined pregnancy/parental leave, the options (including the two (2) week waiting period) are:

- Ninety-three percent (93%) of current salary for thirty-two (32) weeks
- Eighty-five percent (85%) of current salary for thirty-eight (38) weeks
- Eighty percent (80%) of current salary for forty-two (42) weeks

**26.04 Parental Leave Options**

For employees taking a parental leave only, the options (including two (2) week waiting period, if applicable) are:

- Ninety-three percent (93%) of current salary for seventeen (17) weeks
- Eighty-five percent (85%) of current salary for twenty (20) weeks
- Eighty percent (80%) of current salary for twenty-two (22) weeks

**ARTICLE 27 – PAID HOLIDAYS**

**27.01 (a)** The following shall be recognized as holidays to be paid for at the employee's regular rate of pay:

New Year's Day	Good Friday	Easter Monday
Family Day	Canada Day	Remembrance Day
Victoria Day	Labour Day	
Civic Holiday	Christmas Day	
Thanksgiving Day	Boxing Day	

or any other statutory holiday that may be declared by Provincial or Federal Statute.

In the event that a holiday falls on a Saturday or Sunday, then the holiday is to be observed on the next working day.

- (b)** Employees will receive half (.5) a day paid time-off on the last working day prior to Christmas Day. It is understood that this paid time-off represents the second half (.5) of their normal shift.
- (c)** Employees will receive a quarter (.25) of a day paid time-off for the last quarter (.25) of their normal shift on the last working day before New Year's Day.

**27.02** An employee will be paid for a holiday provided she/he,

- (a)** Works her/his last full working day immediately preceding, and her/his first full working day immediately following, such holiday, unless he/she is excused by the Employer; an employee will be excused:
  - (i)** if he/she was absent on paid vacation, or
  - (ii)** if he/she was absent by reason of a prolonged illness pursuant to Article 18.01 or 18.02, or

(iii) if his/her absence was caused by illness and, when required, reasonably satisfactory evidence of that illness is produced to the Employer pursuant to Article 18.02 (b).

(b) Is on the active payroll of the Employer and not on leave of absence without pay or layoff. An employee shall not receive holiday pay pursuant to this Article and sick pay pursuant to Article 18 for the same day or portion thereof.

**27.03** If any of the above holidays fall, or are observed, during an employee's vacation, she/he shall be entitled to an extra day's vacation, or portion thereof, or she/he may take the equivalent paid time at a later date mutually agreed upon by the employee and her/his department manager.

#### **ARTICLE 28 – VACATIONS**

**28.01** An employee who, effective on the 1st day of January 2003, and the 1<sup>st</sup> of January in each year thereafter, has

(a) one (1) year or more continuous service, but less than four (4) years of continuous service with the Employer, shall receive seventeen (17) days' vacation with pay per year;

(b) four (4) years or more continuous service, but less than twelve (12) years of continuous service with the Employer, shall receive twenty-two (22) days' vacation with pay per year;

(c) twelve (12) years or more continuous service, but less than twenty-five (25) years of continuous service with the Employer, shall receive twenty-eight (28) days' vacation with pay per year.

(d) Effective January 1, 2008, employees with twenty-five (25) years or more of continuous service with the Employer, shall receive thirty (30) days' vacation with pay per year.

**28.02** New employees accrue vacation entitlement at the rate of one and one-quarter (1.25) days for each month of service from the date of hiring to the 1<sup>st</sup> day of January on which one (1) year or more of continuous service has been completed.

**28.03** A terminated employee is entitled to vacation pay based upon a percentage of the employee's earnings from January 1<sup>st</sup> to the date of termination, minus the equivalent value of any vacation already taken in the calendar year.

**28.04** No employee shall receive vacation pay and sick pay for the same period of time.

**28.05** Employees are expected and encouraged to utilize their vacation allotment in the year that it is earned. In situations where, for operational reasons, the full vacation allotment cannot be used and/or the employee is planning to be off for an extended period in the following year, the employee may carry-over up to one year's worth of their vacation allotment, with the prior approval of the departmental manager. Such requests will not unreasonably be denied.

In exceptional circumstances, the President and CEO may approve that an employee can carry over more than one year's worth of vacation entitlement. All vacation carry-over must be used by December 31st of the following year. The President and CEO may also approve and extension of this deadline.

**28.06** In special circumstances vacation time may be carried forward into the next calendar year with the prior approval of the Department Manager.

**28.07** Under no circumstances may vacation be "borrowed" from a following year.

**28.08 Vacation Period May 1<sup>st</sup> to December 31<sup>st</sup>**

Employees will make every reasonable effort to submit their vacation requests in writing by March 1<sup>st</sup> each calendar year for consideration by the Department Manager. Managers will make every reasonable effort to accommodate all requests submitted by March 1<sup>st</sup>. However, if a conflict in vacation scheduling arises between employees, seniority, as set out in Article 13, shall be the governing factor in determining the scheduling. Approval for the above vacation request will be confirmed no later than March 15<sup>th</sup>.

Vacation requests submitted after March 1<sup>st</sup> will be granted on a first request priority basis and in consideration of the established vacation schedule and operational needs of the department. Once permission is granted, it cannot be rescinded.

**Vacation period January 1<sup>st</sup> to April 30<sup>th</sup>**

Employees will make every reasonable effort to submit their vacation requests in writing by November 1<sup>st</sup> each calendar year for consideration by the Department Manager. Managers will make every reasonable effort to accommodate all requests submitted by November 1<sup>st</sup>, however, if a conflict in vacation scheduling arises between employees, seniority, as set out in Article 13, shall be the governing factor in determining the scheduling. Approval for the above vacation request will be confirmed no later than November 15<sup>th</sup>.

Vacation requests submitted after November 1<sup>st</sup> will be granted on a first request priority basis and in consideration of the established vacation schedule and operational needs of the department. Once permission is granted, it cannot be rescinded.

**28.09** Vacation entitlement may be approved as single days, or on a weekly or multiple-weeks basis as may be requested by the employee. Employees shall be entitled to at least two (2) consecutive weeks of vacation. Approval will be in accordance with employee's vacation entitlement and the operational needs of the department as determined by the department manager. Such approval shall not be unreasonably withheld.

**28.10** While on vacation, employees are not required to be on on-call or call-back. If the Employer contacts an employee for any work-related matter while on vacation, or any approved leave, the employee shall be compensated with one full regular day-off per instance.

## **ARTICLE 29 – HOURS OF WORK**

- 29.01** The regular work week shall consist of thirty-six and one quarter (36.25) hours, worked in five (5) days, seven and one quarter (7.25) hours per day, Monday to Friday, 8:30 a.m. to 4:30 p.m.
- 29.02**
- (a)** Flextime is available to enable the employee to request the work schedule best suited to her/his personal preferences or needs, subject always to the particular requirements of an office or department, and subject to the approval of the department manager. Approval shall not be unreasonably denied.
  - (b)** The employee may request the most convenient work schedule, provided that work is commenced no earlier than 7:30 a.m., or later than 10:00 a.m., and provided that work is finished no earlier than 3:30 p.m. and no later than 6:00 p.m. and subject to the approval of the department manager.
  - (c)** There shall be a core period each day from 10:00 a.m. to 3:30 p.m. during which, with the exception of lunch break, all members of the staff must be present.
  - (d)** The lunch break may be taken at any time between the hours of 11:00 a.m. and 2:00 p.m. The lunch break is mandatory for everyone and employees must take a minimum of (30) minutes each day for this purpose. Prior approval must be given by a supervisor for lunch breaks exceeding one (1) hour.
  - (e)** Situations may arise which will result in a work attendance of less than thirty-six and one quarter (36.25) hours in any given week. This time must be made up as soon as possible and certainly no later than by the end of the succeeding week. Examples of such situations are medical and dental appointments, extended lunch hours and lateness. Absence because of illness cannot be made up under this Article. The foregoing does not in any way detract from the right of the Employer to take disciplinary action with respect to lateness.
  - (f)** A reporting form must be filed with the employee's supervisor each week.
  - (g)** Employees shall be entitled to an unpaid lunch period during each normal shift and shall be entitled to one (1) fifteen (15) minute paid rest period in each half ( $\frac{1}{2}$ ) of a normal shift. The fifteen (15) minute rest period may not be used to make up time under Article 29.02(e).
  - (h)** In the interests of departmental efficiency, an employee may be requested by her/his supervisor to commence work earlier than 7:30 a.m. and finish earlier than 3:30 p.m. or later than 6:00 p.m.
- 29.03** It is understood that other arrangements regarding hours of work and overtime may be entered into between the parties with respect to variable work days or variable work weeks. The Employer encourages managers to be flexible in accommodating scheduling requests from staff.

**29.04 On-Call**

- (a) "On-Call" means a period of time that is not a regular working period during which an employee is required to keep him or herself:
  - (i) available to receive a call to return to work, and
  - (ii) available to return to the workplace, if necessary.
- (b) No employee shall be required to be on-call for more than one (1) consecutive on-call period, Monday to Friday, or for more than two (2) consecutive on-call periods on Saturday, Sunday and paid holidays. An on-call period is defined as follows:

Monday to Friday:	5:01 p.m. to midnight
	12:01a.m. to 8 a.m.
Weekends & Paid Holidays:	Each on-call period not to exceed twelve (12) hours
- (c) On-call duty shall be rotated by skill-set by seniority.
- (d) No employee shall be required to be on-call for more than three (3) consecutive days.
- (e) When an employee is required to be on-call from Monday to Friday, he or she shall receive payment of three (3) hours of his or her basic hourly rate for each on-call period.

When an employee is required to be on-call on weekends or paid holidays, he or she shall receive payment of four and one-half (4.5) hours his or her basic hourly rate for each on-call period.
- (f) While on vacation, or any approved leave, employees are not required to be on-call or call-back.

**29.05 Call Back**

- (a) An employee who leaves his or her place of work and is subsequently called back to work prior to the starting time of his or her next scheduled shift shall be paid a minimum of three (3) hours pay at one and one-half (1.5) times his or her basic hourly rate plus the on-call payments.
- (b) Where an employee is contacted by the Employer outside the workplace prior to the starting time of his or her next scheduled shift, in circumstances where such contact is considered to be a "call back to work" but the employee is not required to physically attend at the workplace, the employee shall be paid a minimum of three (3) hours of pay at one and one-half (1.5) times his or her basic hourly rate, plus the on-call payments. The initial call, and any subsequent calls during the next three (3) hours, will be treated as a single "call back to work" for pay purposes. Where more than three (3) hours has elapsed between calls, each call will be treated as a new "call back to work" for pay purposes.

(c) When an employee is called back on a statutory holiday, he/she shall be paid a minimum of three (3) hours pay at two (2) times his or her basic hourly rate plus the on-call payments.

(d) In the event of an unforeseen emergency situation, an employee who is called back to work by the Employer, but who is not on-call, will not unreasonably refuse the call-back.

If the employee accepts the call-back, he/she will receive the on-call payments as per Article 29.04, as well as the call-back payments at time and a half (1.5) his/her basic hourly rate as set out in Article 29.05.

(e) While on vacation or any approved leave, employees are not required to be on call or call back.

### **ARTICLE 30 – OVERTIME**

**30.01** Time and one-half (1.5) an employee's basic hourly rate, or time-off in lieu at one and one-half (1.5) shall be paid for all authorized hours worked in excess of seven and one quarter (7.25) hours in any one (1) day. The employee will make every effort to submit overtime sheets no later than four (4) weeks after having worked the overtime unless an extension is granted by the manager.

**30.02** An employee who is required to physically attend the workplace to work overtime by their manager on a weekend will be paid a minimum of two and one half (2.5) hours at time and one half (1.5) the employee's basic hourly rate, or will be provided with time-off in lieu at time and one half (1.5) times the number of hours worked, or a minimum of three and three quarter (3.75) hours. An employee who is required to physically attend the workplace to work overtime by their manager on a paid holiday as specified in Article 27 will be paid a minimum of two and one-half (2.5) hours at two (2) times the employee's basic hourly rate, or will be provided with time-off in lieu at two times (2) the number of hours worked, or a minimum of five (5) hours.

**30.03** An employee who is required to work on the week-end or on a paid holiday, as specified in Article 27, will be reimbursed for reasonable travel expenses incurred in accordance with the Employer's travel policy.

**30.04** Pre-approval is required by the manager (outside of the context of the Employer's travel policy) if using your own vehicle or public transportation is not possible, or available, or if accommodation is required. In situations where pre-approval is not possible, the employee will travel using the most economic means available to them.

**30.05** Employees must take a minimum of seven and one quarter (7.25) hours of lieu time at any one time. Lieu time must be taken within the calendar year that it was accrued. Failing agreement regarding the appropriate time, the Employer shall reasonably determine the time of the compensating leave. In the event that operational requirements prevent an employee from taking lieu time within three (3) months of the lieu time being earned, any lieu time that has accumulated by

December 31st of each year shall be carried over to the following year and be used within twelve (12) months of the lieu time being accrued.

**30.06** Prior to working the overtime hours, the Employer and employee will agree on the method of payment.

**30.07** Where there is a requirement for overtime to be worked, it shall be first offered to full-time employees according to skill-set and seniority, on a rotational basis.

**30.08 Meal Allowance**

The Employer will pay a meal allowance for overtime worked after 3:30 p.m., provided that a minimum of two and one-half (2.5) hours is worked. The amount of the allowance is seventeen dollars (\$17.00). In addition, a ten dollar (\$10.00) meal allowance shall be paid for each additional three and one half (3.5) hour period worked, subject to receipts in accordance with LAO policy.

Where an employee is required to work overtime on a weekend or statutory holiday, a meal allowance shall be paid for each three and a half (3.5) hour period worked, subject to receipts in accordance with LAO policy, to a maximum of three (3) meals per day.

Where the Employer provides the meal, no meal allowance will be paid for that three and a half (3.5) hour period.

Claims for meal allowances are to be submitted together with overtime sheets.

**30.09** The Employer will extend to the employees' opportunity for overtime in situations where overtime is required by the Employer in accordance with the Collective Agreement.

**30.10** All overtime must be approved in advance and must indicate the anticipated hours to be worked.

**30.11** When an employee is required to work overtime beyond 8:30 p.m. she/he may request a taxi from the office to her/his home with the prior approval of the supervisor. The cost of the taxi to the boundaries of Metropolitan Toronto will be borne by the Employer.

**30.12** A shift premium shall be paid to employees for all work performed by them while engaged on the Employer's regularly scheduled afternoon and evening shifts as follows:

One dollar (\$1.00) per hour for hours worked between 5:00 p.m. and midnight

One dollar and twenty-five cents (\$1.25) per hour for hours worked between midnight and 8:00 a.m.

When more than fifty percent (50%) of the hours worked fall within the period from 5:00 p.m. to 8:00 a.m., the shift premium shall be paid for all hours worked. This premium shall be paid only for actual hours worked and no overtime or premium shall be calculated thereon.

**30.13** A shift premium shall not be considered a part of an employee's basic pay.



**30.14** Where there is a requirement for overtime to be worked, it shall first be offered to full-time employees according to skill-set and seniority, on a rotational basis.

### **ARTICLE 31 – EMPLOYEE EDUCATION**

**31.01** Legal Aid Ontario (LAO) shall pay the tuition fee for education courses taken by an employee subject to the following:

- (a)** The Employer will provide job-related training to staff as required. Most job-related training will be provided within the department, or through LAO sponsored training programs.
- (b)** Participation in LAO-sponsored training programs is at the discretion of the department manager. Employees will be permitted to participate based on the identification of a job-skills training need or the determination that the training will be of benefit to the employee's overall contribution to LAO and/or their understanding of LAO's business and its goals and objectives.
- (c)** Participation in courses provided by external institutions is at the discretion of the department manager. Employees will be permitted to participate based on the identification of a job-skills training need, or the determination that the training will be of benefit to the employee's overall contribution to LAO and/or their understanding of LAO's business and its goals and objectives. The course or courses must be offered by a recognized educational institution and not covered by courses already provided by LAO, or in development as a LAO training program.
- (d)** The Employer will pay the tuition fee for the educational course that has been approved by the department manager. The initial payment for an approved course or courses shall be shared fifty percent (50%) by the Employer and fifty percent (50%) by the employee. Upon successful completion of the approved courses or courses the employee's fifty percent (50%) of the initial payment shall be refunded by the Employer.

### **ARTICLE 32 – PERSONNEL FILES**

**32.01** Each employee shall have reasonable access to her/his personnel file for the purpose of reviewing its contents in the presence of a representative of Human Resources Department. A copy of any document in the file shall be provided to the employee at the employee's request.

**32.02** If the Employer receives any written report that is negative in nature and is to be included in the employee's file, the employee is to receive a copy of the report. The employee will receive a copy from the department manager at such time that the report is being placed in the employee's file.

**32.03** A letter of resolution will be placed in an employee's file once a disciplinary matter has been resolved. The letter will explain how and when the matter was resolved.

**32.04** Any letter of discipline or document referenced in Articles 32.02 or 32.03, shall be removed from the employee's file after twelve (12) months from the date the most recent letter was filed provided no further disciplinary action has been taken.

### **ARTICLE 33 – OCCUPATIONAL CLASSIFICATIONS AND SALARY RATES**

**33.01** Occupational Classifications and Salary Rates are set out in Appendix "A", which is attached hereto and forms part of this Agreement.

Bargaining Unit employees, as of September 17, 2019, will automatically progress to the next position on their salary grid provided that they have commenced employment on or before the previous September 30<sup>th</sup> and have successfully completed their probationary period.

Progression from one (1) step to the next higher step within the job classification shall be based on merit. A progression resulting from a performance evaluation/review shall be effective on April 1<sup>st</sup> of each year. All employees are required to participate in the performance review and goal setting process. If the employee has not received a performance evaluation as of April 1<sup>st</sup>, the employee will be deemed meritorious for the purpose of the step increase noted above. A disagreement by an employee with his/her evaluation may be the subject of a grievance.

#### **33.02 Temporary Employees**

- (a) A temporary employee shall be engaged for a fixed-term contract that is no longer than a one (1) year period, unless otherwise agreed to between the Union and the Employer (such an agreement must be confirmed in writing).
- (b) Temporary employment opportunities in Bargaining Unit positions of two (2) months or more, shall be posted, and hiring will be in accordance with the job posting provisions of Article 14, save for the provision regarding employees on layoff (Article 33.02 (e)).

The Employer and OPSEU agree that temporary employees newly hired into Bargaining Unit positions will pay Union Dues from the commencement of their employment and will be covered by the terms and conditions outlined in the Collective Agreement, save and except for: Article 11, Article 15, Article 16, Article 17, Article 19, Article 20 and Article 31. All other terms of employment for temporary employees will be as per the terms of their employment contract. It is understood and agreed that temporary employees will have recourse to the grievance/arbitration procedure in the case of discipline.

Notwithstanding the above paragraph, temporary employees who are hired for a fixed-term contract of one (1) year or more will be entitled to the group benefits outlined in Article 20, with the exception of Long-Term Disability Insurance, after an initial waiting period of three (3) months.

Notwithstanding the above two (2) paragraphs, temporary employees who have been hired on short-term contracts of less than one (1) year and who

subsequently have their contract(s) renewed will also be entitled to the group benefits outlined in Article 20, with the exception of Long-Term Disability Insurance, provided that the end-date of the new contract is in excess of twelve (12) months from their original date of hire. In such cases, employees will become eligible for benefits coverage on the first day of their new contract providing they have completed three (3) months of continuous service.

- (c) It is the intention of the parties to this Agreement that no employee who has acquired seniority under this Agreement, and who is shown on the seniority list, will be laid-off as a direct result of the Employer hiring personnel under this Article.

Temporary Bargaining Unit employees will not accrue seniority during the term of their employment contract. Should such temporary employees ever become permanent Bargaining Unit members, they will be given credit for their seniority retroactive to their original date of hire provided they have no break in service.

- (d) The Employer agrees to provide to the Union, on a monthly basis, the names of all temporary employees, their hire date, their term of employment and positions they are filling.
- (e) Employees on layoff shall be notified of the temporary work opportunity and the laid-off employees who apply, and have the necessary qualifications, will be considered for the job prior to all other candidates.
- (f) Where a temporary employee in LAO has been performing the same work for twenty-four (24) months in a temporary position, the temporary position will be converted at that time to a permanent full-time position and shall be posted as per Article 14 in the Collective Agreement.

A temporary employee, who occupies a position for a specific project with a known end-date that exceeds twenty-four (24) months, is exempt. For any extension(s) to the exempt position, the Employer will consult with the Union.

Any interruption of less than ninety (90) days will not affect the determination of the twenty-four (24) month end-date.

- (g) **Work of the Bargaining Unit**

Employees not covered by the terms of this Agreement will not perform duties normally assigned to those employees who are covered by the Agreement, except as provided for under Article 33.02 and for the purpose of instruction.

It is understood that summer students and/or co-op students may perform work of the Bargaining Unit during their defined placement terms and that this, in no way, will impact the job of Bargaining Unit members.

**33.03 Red Circle Clause**

Where the position is reassessed and is reclassified to a class with a lower maximum salary, any employee who occupies the position at the time of the reclassification shall continue to be entitled to a salary progression based on merit to the maximum salary of the higher classification, including any revision of the maximum salary of the higher classification that takes effect during the salary cycle in which the reclassification takes place.

**33.04 Impact of Salary Upon Reclassification**

Where a position is re-assessed and classified to a class with a higher maximum salary, any active employee who occupies the position at the time of the reclassification will be paid in accordance with the salary scale for the higher classification. An employee who is already earning more than the minimum of the new classification shall be provided with a three percent (3%) increase and will be assigned to a step on the new grid that is closest to, but not lower than, this amount.

**ARTICLE 34 – HEALTH AND SAFETY**

**34.01** The Employer and the Union mutually agree that they share a concern for the safety and health of the employees and the employees are encouraged to make suggestions to the Employer respecting safety.

- (a) Recognizing their responsibilities under the *Health & Safety Act*, the parties agree to establish and maintain a Health & Safety Committee comprised of up to one (1) Union Representative and one (1) Employer Representative.
- (b) Such committee shall identify potential dangers and hazards, including, but not limited to, ergonomics and computer safety issues, and will institute means of improving health and safety programs and recommend actions to be taken to improve conditions related to health and safety.
- (c) The Employer agrees to cooperate in providing necessary training and information to enable the Committee to fulfill its requirements under the Act.
- (d) Committee members, and any other staff members required by the Committee to attend such meetings, shall not suffer loss of wages or benefits while attending such meetings, including preparation time as prescribed under the Act.
- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observance of all safety rules and practices.

**34.02 (a)** The Employer commits to giving priority during the term of this Agreement to the development of policies and procedures with respect to violence in the workplace.

- (b) The harassment and bullying prevention and control measures, procedures, practices, equipment and training shall be reviewed and revised in light of current knowledge and practice and legislations.

(c) The Employer will provide training on harassment and bullying prevention and control measures, policy, procedures, practices, equipment and training for the health and safety of workers. The Employer shall provide this training during regular working hours, with no loss of pay or benefits to employees.

**34.03** At the beginning of assignment to a computer and annually thereafter, a computer operator who is regularly required to operate a terminal for two (2) hours or more per day shall be entitled to undergo an eye examination by a qualified optometrist. The cost of the eye examination shall be borne by the Employer to the maximum set out in the benefits provisions of this agreement and the computer operator shall authorize the release of a copy of the examination report to the Employer.

**34.04** A pregnant employee may request re-assignment from computer duties for the remainder of her pregnancy by forwarding a written request to her immediate supervisor, together with a certificate from a legally qualified medical practitioner certifying that she is pregnant. Where it is not possible to assign an employee in accordance with Article 34.04, the employee may elect either to continue work in her/his original position or request leave of absence without pay.

**ARTICLE 35 – TERM OF AGREEMENT**

**35.01** This Agreement shall commence on the 17<sup>th</sup> day of September, 2019 and end March 31, 2022.

The Agreement shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty (30) days, nor more than ninety (90) days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

**Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**APPENDIX "A" – OCCUPATIONAL CLASSIFICATIONS AND SALARY RATES**

**OPSEU Salary Grid – April 1, 2018**

TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L
Support Worker	\$36,256.82	\$37,880.82	\$39,504.82	\$41,128.82	\$42,752.82	\$44,376.82	\$46,000.82	\$47,624.82	\$49,248.82	\$50,872.82	\$52,496.82	\$54,120.82
Legal Assistant	\$40,260.99	\$42,063.63	\$43,866.27	\$45,668.27	\$47,471.55	\$49,274.19	\$51,076.83	\$52,879.47	\$54,682.11	\$56,484.75	\$58,287.39	\$60,090.03
Bilingual Office Administrator	\$40,260.99	\$42,063.63	\$43,866.27	\$45,668.27	\$47,471.55	\$49,274.19	\$51,076.83	\$52,879.47	\$54,682.11	\$56,484.75	\$58,287.39	\$60,090.03
District Triage Officer	\$47,588.28	\$49,719.78	\$51,851.28	\$53,982.78	\$56,114.28	\$58,245.78	\$60,377.28	\$62,508.78	\$64,640.28	\$66,771.78	\$68,903.28	\$71,034.78
Legal Aid Worker	\$47,588.28	\$49,719.78	\$51,851.28	\$53,982.78	\$56,114.28	\$58,245.78	\$60,377.28	\$62,508.78	\$64,640.28	\$66,771.78	\$68,903.28	\$71,034.78
Operations Coordinator	\$47,588.28	\$49,719.78	\$51,851.28	\$53,982.78	\$56,114.28	\$58,245.78	\$60,377.28	\$62,508.78	\$64,640.28	\$66,771.78	\$68,903.28	\$71,034.78
Paralegal	\$56,444.15	\$58,971.50	\$61,498.85	\$64,026.20	\$66,553.55	\$69,080.90	\$71,608.25	\$74,135.60	\$76,662.95	\$79,190.30	\$81,717.65	\$84,245.00
Community Legal Worker	\$56,444.15	\$58,971.50	\$61,498.85	\$64,026.20	\$66,553.55	\$69,080.90	\$71,608.25	\$74,135.60	\$76,662.95	\$79,190.30	\$81,717.65	\$84,245.00
Mediator	\$56,444.15	\$58,971.50	\$61,498.85	\$64,026.20	\$66,553.55	\$69,080.90	\$71,608.25	\$74,135.60	\$76,662.95	\$79,190.30	\$81,717.65	\$84,245.00

**Range Adjustment: 1.50%**

NOTE: The parties agree that the positions in the bargaining unit shall be evaluated in accordance with Letter of Understanding: Joint Job Evaluation Committee of this agreement. Any wage adjustment resulting from that process shall adjust this wage grid and be retroactive to the date of ratification of the first collective agreement which governed the employee in their District role.

**OPSEU Salary Grid – April 1, 2019**

TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L
Support Worker	\$36,619.39	\$38,259.63	\$39,899.87	\$41,540.11	\$43,180.35	\$44,820.59	\$46,460.83	\$48,101.07	\$49,741.31	\$51,381.55	\$53,021.79	\$54,662.03
Legal Assistant	\$40,633.60	\$42,484.27	\$44,304.93	\$46,125.60	\$47,946.27	\$49,766.93	\$51,587.60	\$53,408.26	\$55,228.93	\$57,049.60	\$58,870.26	\$60,690.93
Bilingual Office Administrator	\$40,633.60	\$42,484.27	\$44,304.93	\$46,125.60	\$47,946.27	\$49,766.93	\$51,587.60	\$53,408.26	\$55,228.93	\$57,049.60	\$58,870.26	\$60,690.93
District Triage Officer	\$48,064.16	\$50,216.98	\$52,369.79	\$54,522.61	\$56,675.42	\$58,828.24	\$60,981.05	\$63,133.87	\$65,286.68	\$67,439.50	\$69,592.31	\$71,745.13
Legal Aid Worker	\$48,064.16	\$50,216.98	\$52,369.79	\$54,522.61	\$56,675.42	\$58,828.24	\$60,981.05	\$63,133.87	\$65,286.68	\$67,439.50	\$69,592.31	\$71,745.13
Operations Coordinator	\$48,064.16	\$50,216.98	\$52,369.79	\$54,522.61	\$56,675.42	\$58,828.24	\$60,981.05	\$63,133.87	\$65,286.68	\$67,439.50	\$69,592.31	\$71,745.13
Paralegal	\$57,008.59	\$59,561.22	\$62,113.84	\$64,666.46	\$67,219.09	\$69,771.71	\$72,324.33	\$74,876.96	\$77,429.58	\$79,982.20	\$82,534.83	\$85,087.45
Community Legal Worker	\$57,008.59	\$59,561.22	\$62,113.84	\$64,666.46	\$67,219.09	\$69,771.71	\$72,324.33	\$74,876.96	\$77,429.58	\$79,982.20	\$82,534.83	\$85,087.45
Mediator	\$57,008.59	\$59,561.22	\$62,113.84	\$64,666.46	\$67,219.09	\$69,771.71	\$72,324.33	\$74,876.96	\$77,429.58	\$79,982.20	\$82,534.83	\$85,087.45

**Range Adjustment: 1.00%**



**OPSEU Salary Grid – October 1, 2019**

<b>TITLE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>	<b>STEP H</b>	<b>STEP I</b>	<b>STEP J</b>	<b>STEP K</b>	<b>STEP L</b>
Support Worker	\$36,985.58	\$38,642.23	\$40,298.87	\$41,955.51	\$43,612.15	\$45,268.80	\$46,925.44	\$48,582.08	\$50,238.72	\$51,895.37	\$53,552.01	\$55,208.65
Legal Assistant	\$41,070.24	\$42,909.11	\$44,747.98	\$46,586.86	\$48,425.73	\$50,264.60	\$52,103.48	\$53,942.34	\$55,781.22	\$57,620.10	\$59,458.96	\$61,297.84
Bilingual Office Administrator	\$41,070.24	\$42,909.11	\$44,747.98	\$46,586.86	\$48,425.73	\$50,264.60	\$52,103.48	\$53,942.34	\$55,781.22	\$57,620.10	\$59,458.96	\$61,297.84
District Triage Officer	\$48,544.80	\$50,719.15	\$52,893.49	\$55,067.84	\$57,242.17	\$59,416.52	\$61,590.86	\$63,765.21	\$65,939.55	\$68,113.90	\$70,288.23	\$72,462.58
Legal Aid Worker	\$48,544.80	\$50,719.15	\$52,893.49	\$55,067.84	\$57,242.17	\$59,416.52	\$61,590.86	\$63,765.21	\$65,939.55	\$68,113.90	\$70,288.23	\$72,462.58
Operations Coordinator	\$48,544.80	\$50,719.15	\$52,893.49	\$55,067.84	\$57,242.17	\$59,416.52	\$61,590.86	\$63,765.21	\$65,939.55	\$68,113.90	\$70,288.23	\$72,462.58
Paralegal	\$57,578.68	\$60,156.83	\$62,734.98	\$65,313.12	\$67,891.28	\$70,469.43	\$73,047.57	\$75,625.73	\$78,203.88	\$80,782.02	\$83,360.18	\$85,938.32
Community Legal Worker	\$57,578.68	\$60,156.83	\$62,734.98	\$65,313.12	\$67,891.28	\$70,469.43	\$73,047.57	\$75,625.73	\$78,203.88	\$80,782.02	\$83,360.18	\$85,938.32
Mediator	\$57,578.68	\$60,156.83	\$62,734.98	\$65,313.12	\$67,891.28	\$70,469.43	\$73,047.57	\$75,625.73	\$78,203.88	\$80,782.02	\$83,360.18	\$85,938.32

**Range Adjustment: 1.00%**

**OPSEU Salary Grid – April 1, 2020**

TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L
Support Worker	\$37,355.44	\$39,028.65	\$40,701.86	\$42,375.07	\$44,048.27	\$45,721.49	\$47,394.69	\$49,067.90	\$50,741.11	\$52,414.32	\$54,087.53	\$55,760.74
Legal Assistant	\$41,480.94	\$43,338.20	\$45,195.46	\$47,052.73	\$48,909.99	\$50,767.25	\$52,624.51	\$54,481.76	\$56,339.03	\$58,196.30	\$60,053.55	\$61,910.82
Bilingual Office Administrator	\$41,480.94	\$43,338.20	\$45,195.46	\$47,052.73	\$48,909.99	\$50,767.25	\$52,624.51	\$54,481.76	\$56,339.03	\$58,196.30	\$60,053.55	\$61,910.82
District Triage Officer	\$49,030.25	\$51,226.34	\$53,422.42	\$55,618.52	\$57,814.59	\$60,010.69	\$62,206.77	\$64,402.86	\$66,598.95	\$68,795.04	\$70,991.11	\$73,187.21
Legal Aid Worker	\$49,030.25	\$51,226.34	\$53,422.42	\$55,618.52	\$57,814.59	\$60,010.69	\$62,206.77	\$64,402.86	\$66,598.95	\$68,795.04	\$70,991.11	\$73,187.21
Operations Coordinator	\$49,030.25	\$51,226.34	\$53,422.42	\$55,618.52	\$57,814.59	\$60,010.69	\$62,206.77	\$64,402.86	\$66,598.95	\$68,795.04	\$70,991.11	\$73,187.21
Paralegal	\$58,154.47	\$60,758.40	\$63,362.33	\$65,966.25	\$68,570.19	\$71,174.12	\$73,778.05	\$76,381.99	\$78,985.92	\$81,589.84	\$84,193.78	\$86,797.70
Community Legal Worker	\$58,154.47	\$60,758.40	\$63,362.33	\$65,966.25	\$68,570.19	\$71,174.12	\$73,778.05	\$76,381.99	\$78,985.92	\$81,589.84	\$84,193.78	\$86,797.70
Mediator	\$58,154.47	\$60,758.40	\$63,362.33	\$65,966.25	\$68,570.19	\$71,174.12	\$73,778.05	\$76,381.99	\$78,985.92	\$81,589.84	\$84,193.78	\$86,797.70

**Range Adjustment: 1.00%**

**OPSEU Salary Grid – October 1, 2020**

TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L
Support Worker	\$37,728.99	\$39,418.94	\$41,108.88	\$42,798.82	\$44,488.75	\$46,178.70	\$47,868.64	\$49,558.58	\$51,248.52	\$52,938.46	\$54,628.41	\$56,318.35
Legal Assistant	\$41,895.75	\$43,771.58	\$45,647.41	\$47,523.26	\$49,399.09	\$51,274.92	\$53,150.76	\$55,026.58	\$56,902.42	\$58,778.26	\$60,654.09	\$62,529.93
Bilingual Office Administrator	\$41,895.75	\$43,771.58	\$45,647.41	\$47,523.26	\$49,399.09	\$51,274.92	\$53,150.76	\$55,026.58	\$56,902.42	\$58,778.26	\$60,654.09	\$62,529.93
District Triage Officer	\$49,520.55	\$51,738.60	\$53,956.64	\$56,174.71	\$58,392.74	\$60,610.80	\$62,828.84	\$65,046.89	\$67,264.94	\$69,482.99	\$71,701.02	\$73,919.08
Legal Aid Worker	\$49,520.55	\$51,738.60	\$53,956.64	\$56,174.71	\$58,392.74	\$60,610.80	\$62,828.84	\$65,046.89	\$67,264.94	\$69,482.99	\$71,701.02	\$73,919.08
Operations Coordinator	\$49,520.55	\$51,738.60	\$53,956.64	\$56,174.71	\$58,392.74	\$60,610.80	\$62,828.84	\$65,046.89	\$67,264.94	\$69,482.99	\$71,701.02	\$73,919.08
Paralegal	\$58,736.01	\$61,365.98	\$63,995.95	\$66,625.91	\$69,255.89	\$71,885.86	\$74,515.83	\$77,145.81	\$79,775.78	\$82,405.74	\$85,035.72	\$87,665.68
Community Legal Worker	\$58,736.01	\$61,365.98	\$63,995.95	\$66,625.91	\$69,255.89	\$71,885.86	\$74,515.83	\$77,145.81	\$79,775.78	\$82,405.74	\$85,035.72	\$87,665.68
Mediator	\$58,736.01	\$61,365.98	\$63,995.95	\$66,625.91	\$69,255.89	\$71,885.86	\$74,515.83	\$77,145.81	\$79,775.78	\$82,405.74	\$85,035.72	\$87,665.68

**Range Adjustment: 1.00%**

**OPSEU Salary Grid – April 1, 2021**

TITLE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	STEP L
Support Worker	\$38,106.28	\$39,813.13	\$41,519.97	\$43,226.81	\$44,933.64	\$46,640.49	\$48,347.33	\$50,054.17	\$51,761.01	\$53,467.84	\$55,174.69	\$56,881.53
Legal Assistant	\$42,314.71	\$44,209.30	\$46,103.88	\$47,998.49	\$49,893.08	\$51,787.67	\$53,682.27	\$55,576.85	\$57,471.44	\$59,366.04	\$61,260.63	\$63,155.23
Bilingual Office Administrator	\$42,314.71	\$44,209.30	\$46,103.88	\$47,998.49	\$49,893.08	\$51,787.67	\$53,682.27	\$55,576.85	\$57,471.44	\$59,366.04	\$61,260.63	\$63,155.23
District Triage Officer	\$50,015.76	\$52,255.99	\$54,496.21	\$56,736.46	\$58,976.67	\$61,216.91	\$63,457.13	\$65,697.36	\$67,937.59	\$70,177.82	\$72,418.03	\$74,658.27
Legal Aid Worker	\$50,015.76	\$52,255.99	\$54,496.21	\$56,736.46	\$58,976.67	\$61,216.91	\$63,457.13	\$65,697.36	\$67,937.59	\$70,177.82	\$72,418.03	\$74,658.27
Operations Coordinator	\$50,015.76	\$52,255.99	\$54,496.21	\$56,736.46	\$58,976.67	\$61,216.91	\$63,457.13	\$65,697.36	\$67,937.59	\$70,177.82	\$72,418.03	\$74,658.27
Paralegal	\$59,323.37	\$61,979.64	\$64,635.91	\$67,292.17	\$69,948.45	\$72,604.72	\$75,260.99	\$77,917.27	\$80,573.54	\$83,229.80	\$85,886.08	\$88,542.34
Community Legal Worker	\$59,323.37	\$61,979.64	\$64,635.91	\$67,292.17	\$69,948.45	\$72,604.72	\$75,260.99	\$77,917.27	\$80,573.54	\$83,229.80	\$85,886.08	\$88,542.34
Mediator	\$59,323.37	\$61,979.64	\$64,635.91	\$67,292.17	\$69,948.45	\$72,604.72	\$75,260.99	\$77,917.27	\$80,573.54	\$83,229.80	\$85,886.08	\$88,542.34

**Range Adjustment: 1.00%**

**OPSEU Salary Grid – October 1, 2021**

<b>TITLE</b>	<b>STEP A</b>	<b>STEP B</b>	<b>STEP C</b>	<b>STEP D</b>	<b>STEP E</b>	<b>STEP F</b>	<b>STEP G</b>	<b>STEP H</b>	<b>STEP I</b>	<b>STEP J</b>	<b>STEP K</b>	<b>STEP L</b>
Support Worker	\$38,487.34	\$40,211.26	\$41,935.17	\$43,659.08	\$45,382.98	\$47,106.89	\$48,830.80	\$50,554.71	\$52,278.62	\$54,002.52	\$55,726.44	\$57,450.35
Legal Assistant	\$42,737.86	\$44,651.39	\$46,564.92	\$48,478.47	\$50,392.01	\$52,305.55	\$54,219.09	\$56,132.62	\$58,046.15	\$59,959.70	\$61,873.24	\$63,786.78
Bilingual Office Administrator	\$42,737.86	\$44,651.39	\$46,564.92	\$48,478.47	\$50,392.01	\$52,305.55	\$54,219.09	\$56,132.62	\$58,046.15	\$59,959.70	\$61,873.24	\$63,786.78
District Triage Officer	\$50,515.92	\$52,778.55	\$55,041.17	\$57,303.82	\$59,566.44	\$61,829.08	\$64,091.70	\$66,354.33	\$68,616.97	\$70,879.60	\$73,142.21	\$75,404.85
Legal Aid Worker	\$50,515.92	\$52,778.55	\$55,041.17	\$57,303.82	\$59,566.44	\$61,829.08	\$64,091.70	\$66,354.33	\$68,616.97	\$70,879.60	\$73,142.21	\$75,404.85
Operations Coordinator	\$50,515.92	\$52,778.55	\$55,041.17	\$57,303.82	\$59,566.44	\$61,829.08	\$64,091.70	\$66,354.33	\$68,616.97	\$70,879.60	\$73,142.21	\$75,404.85
Paralegal	\$59,916.60	\$62,599.44	\$65,282.27	\$67,965.09	\$70,647.93	\$73,330.77	\$76,013.60	\$78,696.44	\$81,379.28	\$84,062.10	\$86,744.94	\$89,427.76
Community Legal Worker	\$59,916.60	\$62,599.44	\$65,282.27	\$67,965.09	\$70,647.93	\$73,330.77	\$76,013.60	\$78,696.44	\$81,379.28	\$84,062.10	\$86,744.94	\$89,427.76
Mediator	\$59,916.60	\$62,599.44	\$65,282.27	\$67,965.09	\$70,647.93	\$73,330.77	\$76,013.60	\$78,696.44	\$81,379.28	\$84,062.10	\$86,744.94	\$89,427.76

**Range Adjustment: 1.00%**

**LETTER OF UNDERSTANDING #1 - TELEWORK**

(Applicable to employees in GTA Centralized Services only)

The Employer is committed to providing opportunities for flexible working arrangements to GTA Centralized Services. Where it is operationally feasible, the Employer will offer, in a fair, equitable and transparent manner, a Telework arrangement to permit an employee to work from home.

A position is deemed to be suitable for Telework that has limited face-to-face client interaction, requires minimal supervision, involves extensive use of computers and/or telephones, and has clearly defined and easily measurable tasks.

An employee is deemed to be an eligible participant in a Telework arrangement who has no discipline on file, has portable job duties, is not in probationary status, has access to a worksite that is suitable for Telework, and maintains an acceptable level of performance.

The approval of each proposed Telework agreement shall be made on a case-by-case basis in accordance with LAO's Working From Home/Telework Policy at the discretion of management acting in good faith, ensuring the conditions of the position and participant eligibility are met. A mutually established Telework arrangement schedule shall be defined and agreed upon by the teleworker and the manager, and shall remain on file in the department.

The departments operational needs take precedence over the Telework arrangement, and the teleworker shall report to the designated workplace when requested by the manager to meet operational requirements.

The terms and requirements of a Telework arrangements may be change and modified by the Employer in its sole discretion, acting in good faith. Notice will be given to the Union for any significant change to the Telework schedule within 30 days of the change. The Manager will make every effort to ensure that employees have an opportunity to make the necessary arrangements upon the termination of a Telework arrangement.

**Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #2 – PENSION PLAN**

The Employer will continue exploring options to develop a defined benefit pension plan.  
The Employer will keep the Union informed throughout the process through the EERC.

Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2019

**FOR THE UNION:**

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**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #3 – WASHBAIL**

The parties agree that, notwithstanding Article 30: Overtime, an employee who chooses to attend WASH (Weekend and Statutory Holiday) Bail Court on a volunteer basis shall be paid in accordance with LAO policy for all hours worked.

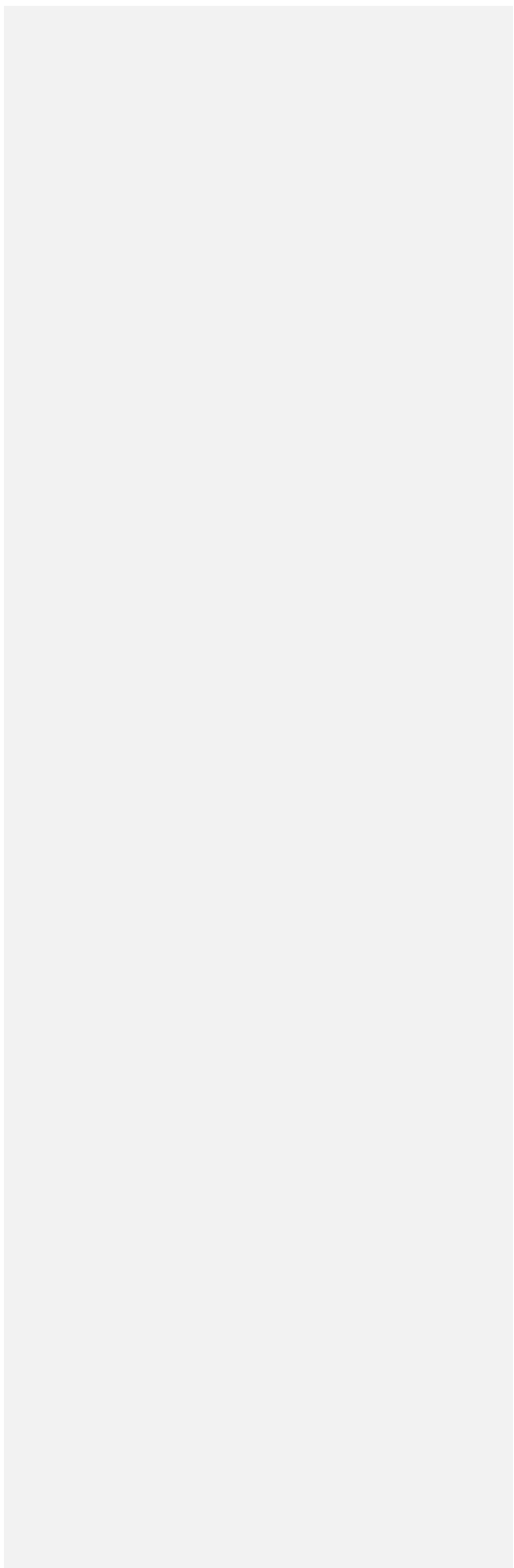
**Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #4 – RE: JOINT JOB EVALUATION COMMITTEE**

The Employer (Legal Aid Ontario) and the Union (OPSEU Local 525 Districts) agree to use the gender neutral job evaluation system and the Joint Job Evaluation Committee (JJEC) developed between the Employer and OPSEU and finalized in 2007 to be used to assess the positions in the Employer’s Districts. It is agreed that the gender neutral job evaluation system shall be compliant with the Ontario Pay Equity Act, 1990.

The Employer and the Union agree that up to five (5) participants from each of the Employer and the District Bargaining Unit of the Union will participate in the Joint Job Evaluation Committee (JJEC) currently operating at the Employer’s Provincial Head Office. Such representation to reflect that this committee shall maintain a maximum of five (5) representatives from OPSEU Local 525, the identified members to be at the discretion of OPSEU. Notwithstanding the above, it is understood either party may retain the services of additional resources to work with the JJEC. Participants on the JJEC will not suffer any loss of pay while attending meetings, including reasonable travel and caucus time.

The JJEC shall meet on an annual basis to review any new, or changed positions, or on an as needed basis requested by either the Employer, the Union or an employee represented by the Union.

The Employer agrees that an increase in rate of pay an employee may receive as a result of the initial joint job evaluation assessment or reassessment will be retroactive to a new position came in to effect, or the date changed to a position came to the attention of the Employer.

**Commented [KS1]:** Should this be “retroactive to THE DATE a new position came into effect” – MOS does not have “the date” in this sentence but it would make grammatical sense.

**Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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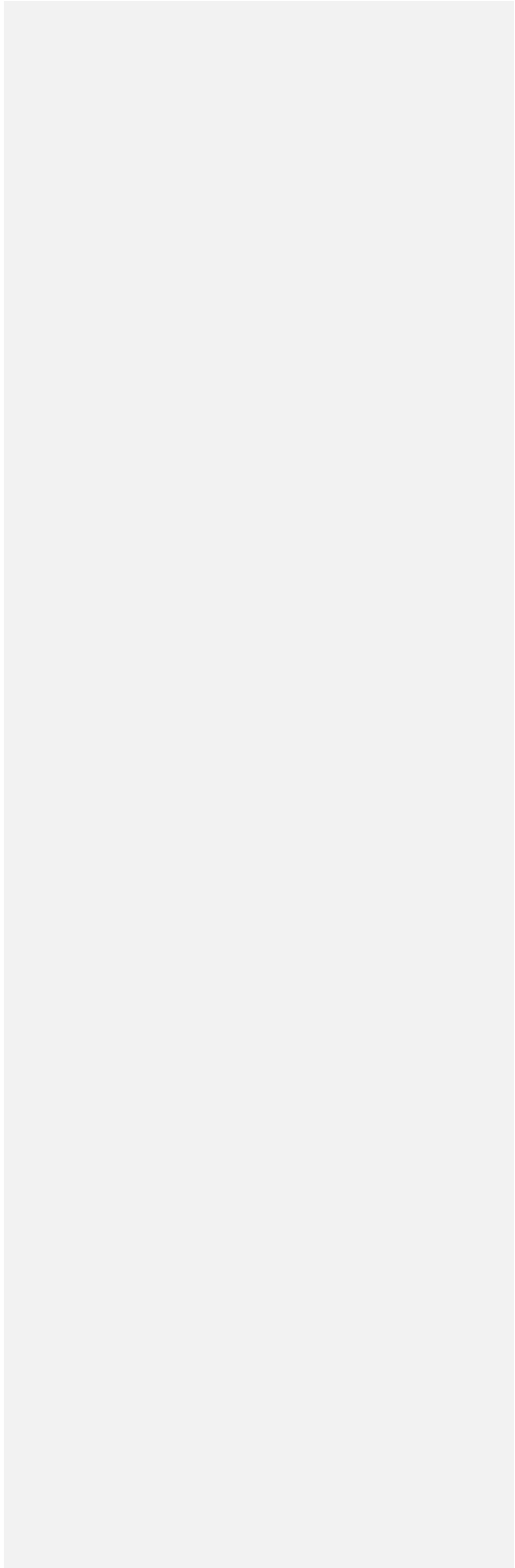
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**LETTER OF UNDERSTANDING #5 – PREGNANCY AND PARENTAL LEAVE**

The parties agree that, in accordance with Article 26: Pregnancy/Parental Leave, that parents taking a pregnancy/parental leave will have the option to take up to 18 months leave in accordance with the Employment Insurance Act as amended. The Employer will continue to top up to the duration amounts outlined in Article 26, regardless of an employee's choice to elect an extended parental leave at a lower EI rate.

The parties further agree that any amendments to the Employment Insurance Act after the date of ratification that results in an increase to a member's sub plan payments, LAO will reduce said payments to the level they would have been had the changes not occurred.

**Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**FOR THE UNION:**

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**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #6 – ERGONOMICS**

The Employer (Legal Aid Ontario) and the Union (OPSEU Local 525 Districts) agree, as of the date of signing this agreement, that any employee requesting an ergonomic assessment of their workstation will receive an ergonomic assessment by a licensed ergonomist within 30 calendar days of the request. .

**Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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**LETTER OF UNDERSTANDING #7 – BENEFITS REVIEW**

The Employer (Legal Aid Ontario) and the Union (OPSEU Local 525 Districts) agree that the Employer shall meet with the Benefits Advisory Committee within six (6) months of the ratification of this agreement to begin a review of the benefits plan.

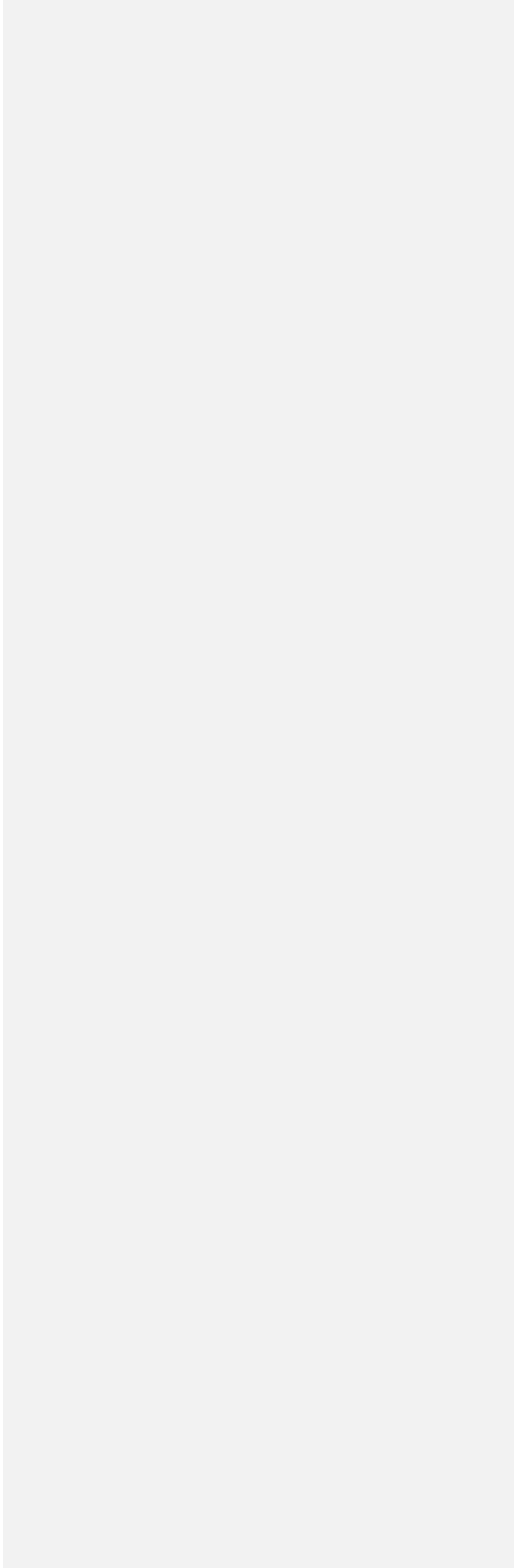
**Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**FOR THE UNION:**

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**FOR THE EMPLOYER:**

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### **LETTER OF UNDERSTANDING #8 – RE: SCOPE AND RECOGNITION**

For the purposes of Article 2.01, this letter is to set out Legal Aid Ontario's District structure and to clarify the impact on bargaining unit members are a result of the District realignment effective September 16, 2019.

- Specifically, there is no impact for bargaining unit members described in clause 2.01 (a)
- Bargaining unit members described in 2.01 (b), i.e. Toronto North will now be part of LAO's Toronto District.
- Bargaining unit members described in 2.01 (c), i.e. Central District except for Parry Sound, will now be part of LAO's Central East District. Employees in Parry Sound will be part of LAO's North District.
- Bargaining unit members described in 2.01 (d), i.e. ELK District, will now be part of LAO's West District.
- Bargaining unit members described in 2.01 (e), i.e. Peel York District: the employees in Peel and Dufferin will now be part of LAO's Central West District; the employees in York will now be part of the Central East District.
- Bargaining unit members described in 2.01 (f), i.e. Hamilton-Kitchener, except for those in Waterloo and Wellington, will now be part of the Central West District. Employees in Waterloo and Wellington will now be part of the West District.
- Bargaining unit employees in 2.01 (g), i.e. the Northeast District will now be part of the North District.

Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**FOR THE UNION:**

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**FOR THE EMPLOYER:**

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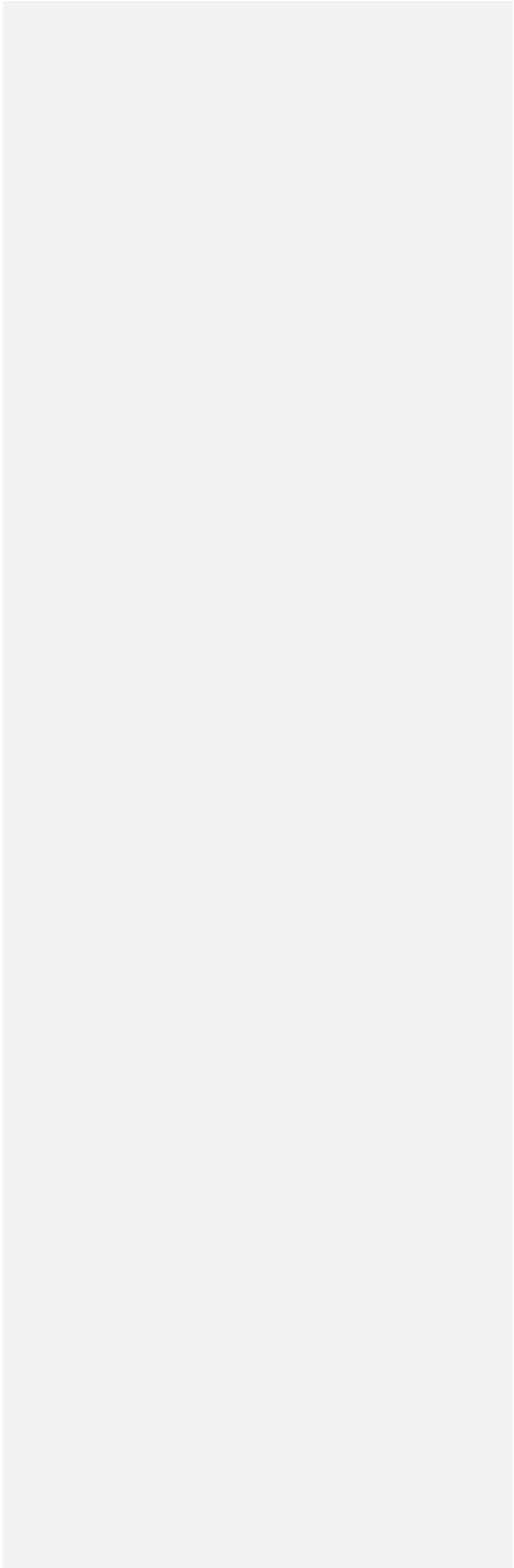
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**LETTER OF UNDERSTANDING #9 – MEETINGS**

The parties agree, that, given the broad geography covering this bargaining unit, that meetings will be conducted in the most efficient and cost-effective manner by utilizing technology such as Skype or other teleconferencing tools, unless otherwise agreed.

It is understood that, unless otherwise agreed, the Employer will not pay for travel costs.

**Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**FOR THE UNION:**

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**FOR THE EMPLOYER:**

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### **LETTER OF UNDERSTANDING #10 – RE: HEALTH AND SAFETY**

Notwithstanding Articles 6.01(c), 34.01 and 34.02, and for the life of this collective agreement, the parties agree as follows:

- a) That they share a concern for the safety and health of the employees covered by this agreement.
- b) That there will be at least three (3) OPSEU appointed representatives on the Province-wide Joint Health & Safety Committee (the Committee), established pursuant to Section 37.1 of the Agreement between Legal Aid Ontario (LAO) and the Society of United Professionals (SUP).
- c) It is understood that the Committee is not required or mandated by the Occupational Health and Safety Act, R.S.O. 1990, Chapter O.1.
- d) This committee shall review health and safety issues that impact multiple workplaces, will review means of improving health and safety programs and will make recommendations to the Employer regarding action to be taken to address health and safety concerns.
- e) The Committee shall also review health and safety issues that are raised in local workplaces and have not been resolved following full consideration on a local level.
- f) This Committee shall also maintain a master set of local site JHSC records for the organization including schedules of meeting, meeting agendas, minutes, and inspection and investigation reports, and Ministry of Labour orders and reports. They shall also submit an annual report to the EERC regarding compliance and any general issues regarding occupational health and safety. This report will be submitted in January of every year.
- g) The Employer agrees to cooperate in providing necessary training and information to enable the Committee to be effective.

- h) Attendance at Committee meetings for OPSEU members, including any other staff members required by the Committee, shall be with no loss of regular pay or credits. Reasonable travel and caucus time will be provided.
- i) All Committee members shall hold in confidence information of a private, personal nature concerning an LAO employee that comes to its attention and shall only disclose it when necessary to ensure the health and safety of employees or as otherwise required by law.

**Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2020**

**FOR THE UNION:**

**FOR THE EMPLOYER:**

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