

**COLLECTIVE AGREEMENT**

**BETWEEN**

**TORONTO CENTRAL LOCAL HEALTH INTEGRATION  
NETWORK**  
**(hereinafter the “Employer”)**

**AND**

**CANADIAN OFFICE & PROFESSIONAL  
EMPLOYEE’S UNION, LOCAL 550**  
**(hereinafter the “Union”)**

**For the collective agreement terms:**  
**July 8, 2021 – July 7, 2024**  
**July 8, 2024 – July 7, 2025**

**Expiry Date: July 7, 2025**

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The parties hereto agree as follows:

## **PREAMBLE**

The purpose of this Collective Agreement is to establish the terms and conditions of the employment of employees included in the bargaining unit described in Article A in order to create a working culture that promotes excellence in service to our clients.

## **ARTICLE A - RECOGNITION**

Subject to the exclusions and limitations hereinafter referred to, the Employer recognizes the Union as the exclusive bargaining agent of all the employees of the Employer in the City of Toronto, save and except supervisors, persons above the rank of supervisor, persons employed as nurse practitioners, persons employed as clinical nurse specialists, persons employed in confidential capacities including those in Human Resources and Information Systems and students employed during the school vacation periods.

The following definitions apply in this collective agreement:

- a) "full-time" employee is an employee who is regularly employed thirty-five (35) hours per week;
- b) a Part-time Over (PTO) employee is an employee who is regularly employed for more than 24 hours per week;
- c) a Part-time Under (PTU) is an employee who is regularly employed for 24 hours per week or less.
- d) A "casual" employee is an employee who is booked for work on an ad hoc basis according to the needs of the Employer and who submits availability in accordance with Article 10.03(d) in Part III to this agreement;
- e) "temporary" employee is a single employee, unless otherwise determined by the Employer, who is hired for a defined period of employment not to exceed fourteen (14) months or any additional time as mutually agreed to by the Employer and the Union;

## **PART I - FULL-TIME AND PTO EMPLOYEES**

### **ARTICLE 1 – FULL-TIME AND PTO EMPLOYEES**

1.01 Unless otherwise expressly incorporated into Parts II or III of this collective agreement, the provisions in this Part shall apply only to full-time and PTO employees (as defined in Article A).

1.02 It is expressly recognized that, from time to time, the Employer utilizes the services of persons who are not directly employed by the Employer and are assigned or otherwise directed to the Employer for the purposes of internship, educational, training, rehabilitative or exchange programs and that such individuals are not encompassed by the bargaining unit defined in Article A.

It is expressly recognized that the Employer contracts from time to time with various health care agencies whose employees render services in association with the Employer and its employees. The employees of such agencies are not included in the bargaining unit defined in Article A and nothing in this Agreement shall limit the right of the Employer to continue in or to enter into such arrangements. The Employer agrees, however, that the services of the persons and agencies referred to in the foregoing paragraph will not be utilized to displace full-time employees now in the bargaining unit or to perform on a full-time basis work which is now performed exclusively by full-time employees in the bargaining unit. This provision will not be used in a manner that results in the layoff or loss of regularly scheduled hours of PTO or PTU employees.

1.03 a) Notwithstanding any other provision of this Collective Agreement, in the event the Employer chooses, in its sole discretion, to appoint an employee covered by this Collective Agreement, who is willing to be so appointed to a position the employee assumes such position subject to the following:

- i) the Employer, in its sole discretion, may establish the terms and conditions with respect to the position including, without limiting the generality thereof, the place of work, the hours per day and days per week of work, the shift worked, the salary or wage rate for the position, and the length of the project;
- ii) the Employer need not post for the vacancy and any subsequent vacancies created by the appointment but may appoint either a temporary employee to the vacancy or the subsequently created vacancy, in which case the temporary employee will not be subject to this Collective Agreement, or appoint another employee willing to be

so appointed. The Employer will advise employees in the department where the initial vacancy occurs by departmental memorandum, of the position to be filled so that employees may express their interest in filling the position as described above. Failure to advise will not render the appointment improper. It is understood that the Employer may approach individual employees to fill such vacancies described above and the Employer will give consideration to employees who express an interest in filling the position; and

- iii) the Employer may, at its sole discretion, at any time return the originally appointed employee to her former position and salary and may return any other employees who were transferred or promoted as a direct result of the appointment to their former positions and salaries. The last person employed as a result of such changes may be terminated. On completion of the project, the employee will be returned to her former position.
- b) Notwithstanding any other provision of this Collective Agreement, in the event the Employer chooses, in its sole discretion, to appoint an employee covered by this Collective Agreement, who is willing to be so appointed, to a vacancy created due to pregnancy leave, the employee assumes such position subject to the following:
  - i) the Employer need not post for the vacancy and any subsequent vacancies created by the appointment, but may appoint either a temporary employee to the vacancy or the subsequently created vacancy, in which case the temporary employee will not be subject to this Collective Agreement, or appoint another employee willing to be so appointed. The Employer will advise employees in the department where the initial vacancy occurs by departmental memorandum, of the position to be filled so that employees may express their interest in filling the position as described above. Failure to advise will not render the appointment improper. It is understood that the Employer may approach individual employees to fill such vacancies described above and the Employer will give consideration to employees who express an interest in filling the position; and
  - ii) the Employer may, at its sole discretion, at any time return the originally appointed employee to her former position and salary and may return any other employees who were transferred or promoted as a direct result of the appointment to their former positions and salaries. The last person employed as a result of such changes may be terminated.

1.04 The Employer agrees that a casual or temporary employee shall not be employed if her employment would eliminate, displace or prevent the hiring of a

regular full-time or PTO employee for employment as such for an indefinite period of excess of that worked by the casual or temporary employee. This restriction shall not apply to casual or temporary employees who held such positions on or before the date of the execution of this Agreement and is to be interpreted and applied recognizing that the fulfillment of the Employer's obligation requires the employment of casual and/or temporary employees.

1.05 Employees who are excluded from the bargaining unit shall not perform duties normally performed by employees in the bargaining unit, which shall directly cause or result in the lay off of PTO, PTU or full-time employee(s) in the bargaining unit.

## **ARTICLE 2 – RELATIONSHIP**

2.01 a) The Employer agrees to supply the Union Treasurer with written notice of the name, classification, address, personal e-mail address on file with Human Resources, and commencement date for each new employee within two (2) weeks of her commencing employment. At the time of her hiring each new employee in the bargaining unit shall receive a copy of this Agreement and written notice of her salary and classification.

b) The Employer agrees that a Union representative will be allowed up to twenty (20) minutes to discuss Union activities with new employees during their orientation period. The Employer will notify the Union of the date, time and place, and any changes thereto, of the Union interview.

c) The Employer agrees to include the annual total of dues deducted on each employee's T4 slip.

2.02 The Employer agrees to deduct from the wages of each employee covered by this Agreement an amount to be certified by the Treasurer of the Union as being the monthly dues of the Union. Such deductions are to be made each pay period and shall be remitted to the Union within fifteen (15) days following the month in which the deduction was made. The Employer agrees to supply the Union with a list of all employees on whose behalf such deductions are made upon the signing of this Agreement and monthly thereafter. The list shall also include the address and phone number on file with the Employer, the personal e-mail address on file with Human Resources, deletions and additions from the previous month, resignations, terminations, and unpaid leaves of absence in excess of thirty (30) days.

2.03 The Union will indemnify and save the Employer harmless from and against any and all claims against it for the deduction of dues made and remitted as set out in Article 2.02 hereof.

2.04 When a new classification within the scope of this Agreement is to be established

by the Employer it will notify the Union of the position and salary before the position is filled.

2.05 The Employer will recognize:

- i) one (1) Employee/Management Committee composed of a maximum of five (5) employees selected from Employees;
- ii) a maximum of ten (10) Employees selected as stewards;
- iii) one (1) Negotiating Committee composed of seven (7) Employees for the purpose of meeting with the Employer to negotiate amendments to the Collective agreement;
- iv) one (1) Health and Safety Committee including not less than four (4) Employees; and
- v) one (1) Grievance Committee composed of three (3) Employees.

The Employer shall be advised in writing of the names of members of the Committees and shall be notified of any changes from time to time.

2.06 The Union acknowledges that the members of these Committees and stewards must continue to perform their regular duties and that so far as possible all activities of the members of these Committees and stewards will be carried on outside of the regular working hours of the members and stewards thereof, unless otherwise mutually agreed. The Union recognizes that a Committee member and steward will not leave her work during working hours without obtaining permission of her immediate Supervisor. Such permission will not be unreasonably withheld.

2.07 Employee/Management Committee

The Employer agrees to hold bi-monthly meetings or at such other time as may be mutually agreed upon with the Union to discuss matters of mutual concern. The date and time shall be agreed upon but if there is no agreement then the Employer shall schedule it at a time when all Committee members can be present. The Committee member shall forthwith advise her immediate Supervisor of said date. No meeting need be held unless the Employer or the Union gives notice of its desire to have a meeting and that notice is given at least ten (10) days prior to the suggested date for the meeting and is accompanied by a written agenda of the matters which that party wishes to discuss. It is expressly agreed that the discussions of a topic at any such meeting shall not render arbitrable any matter which would otherwise not be arbitrable. The current practice of holding pre-meetings prior to the bi-monthly meetings shall continue.

2.08 Provided the steward obtains permission to leave her work as provided in 2.06, she shall be allowed a reasonable amount of time away from her regular duties to investigate and adjust grievances.

2.09 Committee members and stewards shall not suffer any loss of normal earnings for time spent during scheduled regular working hours as follows:

- i) for Union Committee members at meetings pursuant to Article 2.07;
- ii) for stewards in investigating and adjusting grievances;
- iii) for members of the Negotiating Committee during negotiating meetings with the Employer.

2.10 The Employer and the Union acknowledge and endorse the principles of the Ontario Human Rights Code and their duty to accommodate persons set out therein. The parties accordingly agree that there shall be no discrimination with respect to employment as described by the Ontario Human Rights Code.

2.11 Each of the parties hereto agrees that there will be no discrimination, interference, restraint or coercion exercised or practised upon an employee because of membership or non-membership in the Union or in the exercise of lawful activities or in the exercise of rights under this Collective Agreement.

2.12 The Union and the Employer recognize the dignity and worth of every individual and seek to create a climate of understanding and mutual respect. The Union and the Employer are committed to a culture of equity, inclusion, diversity and anti-racism. The parties will discuss how to eliminate systemic barriers.

The parties agree that all employees have a right to work in an environment free from discrimination and harassment because of race, ancestry, place of origin, creed, citizenship, sex, sexual orientation, gender identity, gender expression, age, marital status, family status or disability, as set out in the Ontario Human Rights Code. Harassment means engaging in a course of conduct that is known or ought reasonably to be known to be unwelcome.

2.13 The Union shall have the right to the assistance of COPE representative(s) at all times, provided the Union has first notified the Employer, and the representative shall be given reasonable access to the Employer's premises.

2.14 The Union may hold meetings on the Employer's premises at their main office providing permission has been obtained from the Employer. Such permission shall not be unreasonably denied.

### **ARTICLE 3 – MANAGEMENT RIGHTS AND FUNCTIONS**

3.01 The Union recognizes that the operation and management of the Toronto Central

Local Health Integration Network and the direction of the work force are fixed exclusively with the Employer and shall remain solely with the Employer except as specifically limited by the express provision of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the exclusive function of the Employer to:

- a) ensure that the best possible patient care is provided by the Employer and its employees and that any conduct of its employees which does not promote that goal is stopped or corrected forthwith;
- b) maintain order, discipline and efficiency;
- c) hire, direct, schedule, classify, transfer, promote, demote, discharge, lay off and suspend or otherwise discipline employees, provided that a claim that an employee who has completed her probationary period has been discharged or disciplined without just cause may be the subject of a grievance and dealt with in accordance with the grievance and arbitration procedures hereinafter described;
- d) establish and enforce reasonable rules and regulations to be observed by employees, provided that such are not inconsistent with the express provisions of this Agreement; and
- e) generally to manage and operate the Toronto Central Local Health Integration Network in all respects in accordance with its obligations and, without restricting the generality of the foregoing, to determine the kinds and locations of machines and equipment to be used, the allocation, location and number of employees required from time to time, the standards of performance for all employees and all other matters concerning its operations, functions and obligations.

## **ARTICLE 4 – BULLETIN BOARD**

4.01 The Employer agrees to make available one (1) page on the organization's Intranet website for the posting of agreed upon Union notices. The Union shall bear responsibility for providing appropriate electronic versions of the notices.

It is agreed that no Union notice shall be posted on the bulletin boards or Intranet without the prior approval of the Employer, which approval shall not be unreasonably withheld. Union notices must be forwarded to the Employer in advance; approval will be confirmed by email.

4.02 The Employer agrees to provide the President of Local 550 or her designate access to the Employer's e-mail for the purpose of sending informational emails to the bargaining unit employees before 8:30 a.m. or after 4:30 p.m. Such emails will be forwarded to the Employer in advance for approval and forwarding on

behalf of the union to the "all staff" list. Such approval shall not be unreasonably withheld.

## **ARTICLE 5 – PART-TIME OVER (PTO) EMPLOYEES**

5.01 A PTO employee is covered by all provisions of this Part of the collective agreement except those expressly excluded, and shall receive proportionately all benefits and be subject to proportionately all conditions of this Agreement. Except as otherwise provided in Articles 16.01 and 16.02 (a), (b), and (c) the proportion shall be based upon the ratio of hours worked by the PTO employee to the greater of the regular hours for the same class of work under this Part of the agreement and a normal work week as defined in Article 10.01.

## **ARTICLE 6 – PROBATIONARY EMPLOYEES**

6.01 a) Except as is expressly provided elsewhere in this Agreement, every person, who is covered by the terms of this Agreement shall be on probation until she has actually worked for a period of service composed of ninety-five (95) normal shifts (as defined in Article 10.01) since the date of her last hiring as an employee of the Employer (hereinafter called the "probationary period"). An employee who has not completed her probationary period shall have no seniority and shall not be included in any seniority list.

The probationary period of a PTO employee who does not work normal shifts (as defined in Article 10.01) shall be composed of six hundred and sixty-five (665) scheduled hours actually worked.

b) The probationary period in respect of any employee may be extended for an additional probationary period or such lesser period of time as may be agreed by the Employer and the Union. If such extension is agreed upon, the employee's probationary period shall be taken, for all purposes (including, in particular, the purposes of Articles 3.01 (c), 6.02 and 9.02), to include the initial period and the extended Probationary Period.

c) The probationary period will be waived for any full-time, PTO, PTU, temporary or casual employee who is hired as an employee governed by this Part of the Collective Agreement and who has already completed the probationary period specified in Article 6.01(a) in the same classification.

6.02 A probationary employee shall receive all the benefits of this Agreement not otherwise excluded and provided that she fulfils the time limits applicable to any terms and conditions of employment set out herein or of any benefit plans during her probationary period, but, for greater certainty, the dismissal of a probationary

employee during her probationary period, regardless of cause, shall not be made the subject matter of a grievance or submitted to arbitration by the Union or otherwise.

## **ARTICLE 7 – GRIEVANCE PROCEDURE AND ARBITRATION**

- 7.01 For the purpose of this Collective Agreement, a grievance is defined as any matter involving the interpretation, application, administration or alleged violation of the provisions of this Collective Agreement.
- 7.02 At the time discipline is imposed, an employee shall have the right to have a union steward present. The Employer shall notify the employee of this right in advance. If an employee exercises this right the Employer will contact a union steward and the union shall ensure that a union steward attends forthwith.
- 7.03 The time limits referred to in the grievance and arbitration procedure exclude Saturday, Sunday and the paid Holidays referred to in Article 13.01 (a).
- 7.04 Step No. 1: The aggrieved employee may submit a grievance in writing to her immediate Supervisor within ten (10) days following the circumstances giving rise to the grievance are known or ought reasonably to be known to the employee. The grievance shall be in writing, signed by the grievor and a member of the Grievance Committee and shall state:
  - i) the date upon which the matter which is the subject of the grievance is alleged to have occurred;
  - ii) the subject matter of the grievance; and
  - iii) the remedy which is requested.

The aggrieved employee shall have a Union Steward in attendance on presentation of the grievance. The immediate Supervisor shall respond within ten (10) days after the grievance was submitted. Failing settlement then:

Step No. 2: Within ten (10) days following the decision under Step No. 1, the Union may submit the written grievance to the Executive Director or her designate. The parties will meet to discuss the grievance within ten (10) days of its submission to Step No. 2 or at another mutually agreed upon time. The Union may have the assistance of a representative of the Union at the Step No. 2 meeting. The Employer shall render its written decision within ten (10) days of the meeting at Step No. 2.

- 7.05 Where two (2) or more employees have a grievance of a similar nature, the Union may initiate such grievances as a group grievance at Step No. 2 of the

Grievance Procedure provided such group grievance is presented in writing within ten (10) days of the incident giving rise to the grievance.

7.06 Discharge and Suspension Grievance

A grievance filed on behalf of an employee who has completed her probationary period that she has been discharged or suspended without just cause may be filed in writing at Step No. 2 of the grievance procedure within ten (10) days following the discharge or suspension.

7.07 The Employer, as a good labour relations practice, will notify any regulated healthcare professional when it reports the Employee to her regulatory body and refer her to the Union as a resource.

It is understood that the requirement to notify the Employee when the Employer reports them to her regulatory body has no bearing on the Employer's right to reprimand or discipline an Employee for just cause. Under no circumstances will a failure or untimely notification provide grounds to nullify any right to reprimand or discipline an Employee.

7.08 Policy Grievance

Any difference arising directly between the Employer and the Union involving the interpretation, application, administration or alleged violation of this Agreement and which could not be subject of a grievance by the individual employee, may be submitted in writing by either party and dealt with as a grievance in the following manner:

- a) In the case of such grievance by the Union, it is to be submitted at Step No. 2 within ten (10) days following the date on which the circumstances which gave rise to the grievance became known or ought to have been known to the Union.
- b) In the case of such a grievance by the Employer it shall be presented in writing to the Union within ten (10) days following the date of which the circumstances which gave rise to the grievance became known or ought to have been known to the Employer. The parties will meet to discuss the grievance within ten (10) days of its submission or at another mutually agreed upon time. The Union shall render its decision within ten (10) days of the meeting.

7.09 Where no answer is given within the time limits specified, the parties shall be entitled to submit the grievance to the next step of the Grievance Procedure.

Failing settlement of any grievance under the foregoing procedure, the matter may be referred to arbitration by either party within ten (10) days as set forth

below.

7.10 Where a grievance is to be referred to arbitration, the following procedure shall apply:

- a) the party referring the grievance shall give notice to the other party indicating that it intends to refer the matter to arbitration and giving the name and address of its appointee to the arbitration board;
- b) within ten (10) days after receipt of such notice, the other party shall respond by indicating the name and address of its appointee to the arbitration board;
- c) the two (2) appointees shall within ten (10) days after receipt of notice 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 of the notice fails to name an appointee, or if the two (2) appointees fail to agree upon a chairperson, the appointment shall be made by the Minister of Labour on request.

Each of the parties shall pay one-half (1/2) of the remuneration and expense of the chairperson of the arbitration board.

7.11 The parties may agree that any grievance shall be submitted, in lieu of a board, to a mutually acceptable sole arbitrator. If the parties are unable to agree upon a chairperson, appointment shall be made by the Minister of Labour upon request. The sole arbitrator shall constitute the board of arbitration. Unless mutually agreed to by the parties in writing, all grievances except for discharge will be submitted to a sole arbitrator.

7.12 The board of arbitration shall hear and determine the matter and shall issue a decision. The decision of the majority shall be the decision of the board and in the event there is no majority, the decision of the chairperson shall govern and the decision will be accepted as final and binding.

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

7.14 In no event shall the board of arbitration have the power to change this Agreement or alter, modify or amend any of its provisions.

7.15 Provided the Collective Agreement does not contain a specific penalty for an infraction that is the subject matter of an arbitration, the arbitrator or board of arbitration may substitute such other penalty for the discharge or discipline as to the arbitrator or board of arbitration seems just and reasonable in all the

circumstances.

7.16 The parties will make every reasonable effort to adhere to the time limits as specified. The time limits may be extended by the mutual consent of the parties.

## **ARTICLE 8 – SENIORITY**

8.01 a) The seniority of a newly hired employee who is retained after her probationary period shall be credited from date of last hire.

b) i) The Employer will keep one (1) or more up-to-date seniority lists for employees covered by this Agreement and post and revise such lists every six (6) months. Seniority lists shall be posted on April 1st and October 1st of each year.

ii) The seniority list for full-time employees shall be expressed in years of seniority. The seniority for PTO and PTU employees shall be expressed on the basis of hours worked.

c) When two (2) or more employees commence work on the same day, the procedure for establishing their seniority shall be determined alphabetically, first in descending order, then ascending order, rotating in this fashion on each application.

d) Effective September 30, 2002 seniority for a PTO or PTU employee shall be based on sixteen hundred and ten (1610) hours worked equalling one (1) year of seniority and any time in excess of a year shall be prorated.

8.02 A copy of each seniority list will be sent to the Vice President of Local 550 or designate at the time of posting. The Employer shall also post a copy of the lists on the organization's Intranet website. Any employee who disputes her ranking on a seniority list shall raise the matter within fifteen (15) calendar days after the list was posted, failing which the list, as it affects her, shall be final and binding.

8.03 An employee's seniority rights shall be lost and her employment shall terminate if:

a) she resigns;

b) she is discharged and such discharge is not reversed through the grievance procedure;

c) she is on lay-off for more than twenty-four (24) months;

d) she exceeds or overstays a leave of absence granted by the Employer

without reasonable excuse or without having obtained the Employer's express consent to the extension prior to the expiration of the originally granted leave of absence;

- e) she gives false reasons for obtaining a leave of absence or utilizes a leave of absence for purposes other than those for which the leave was granted;
- f) she is absent from work without permission for three (3) consecutive working days without reasonable excuse;
- g) having been notified to return to work from lay-off, she fails without reasonable excuse to report back to work within five (5) working days after being notified by the Employer to return to work. An employee shall be considered to have been "notified" on the day on which the Employer's recall notice is sent by registered mail to her last address as furnished by the employee; or
- h) she\he loses or fails to maintain any licence, registration, accreditation or certification required for the fulfillment of her duties. An employee shall be required to demonstrate that she has maintained the required licence, registration, accreditation or certification on request by the Employer. Failure to provide appropriate documentation on request will be deemed to be failure to have maintained the licence, registration, accreditation or certification. An employee who is suspended by any licensing, registering, accrediting, certifying or governing body involved with the supervision of members of her profession shall be suspended without pay from her employment until the matter of her suspension has been concluded.
- i) In the event that an employee whose duties require her to be licensed to drive a motor vehicle has her licence suspended and she is able to make alternative arrangements which enable her to carry out her normal work functions in a manner which is not more time consuming and which is no more costly to the Employer than prior to the suspension of the licence, she will not be terminated solely for her licence to drive being suspended.

- 8.04 It shall be the obligation of each employee to notify the Employer of any change of her address or telephone number. The Employer shall be entitled to rely for all purposes on the last address and telephone number furnished by the employee.
- 8.05 Subject to the foregoing and any provision of this Agreement to the contrary, seniority accrued to the commencement of a leave of absence or lay off shall be maintained. Seniority shall not accumulate during leaves of absence excluding pregnancy or parental leave or shall not accumulate during periods of a lay-off except to the extent hereinafter specified.
- 8.06 An employee's full seniority and service shall be retained by the employee in the

event the employee's status changes from full-time to PTO, PTU or casual and temporary or vice-versa. An employee whose status is changed from PTO, PTU to full-time or to casual and temporary status shall receive full credit for her seniority and service on the basis of sixteen hundred and ten (1610) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

8.07

- a) An employee who is transferred to a position outside of the bargaining unit for a period of not more than twelve (12) months shall retain but not accumulate her seniority held at the time of transfer. In the event that the employee is returned to a position in the bargaining unit, she shall be credited with seniority held at the time of transfer and resume accumulation from the date of her return to the bargaining unit.
- b) In the event an employee is transferred to a position outside the bargaining unit for a period in excess of twelve (12) months, she will lose all seniority held at the time of transfer. In the event the employee is returned to the bargaining unit, the employee's seniority shall accrue from the date of her return to the bargaining unit.
- c) The twelve (12) month period referenced in (a) and (b) above, shall be increased to up to 18 months where an employee is filling in for a pregnancy and/or parental leave.
- d) An employee who is seconded to a position involving the health care sector or the broader public sector shall be granted a leave of absence for a period of up to one (1) year, unless agreed otherwise by the Union and the Employer. There shall be no loss of service or seniority during the leave. In the event that the secondment extends beyond two (2) years, the employee shall retain but not accumulate seniority. Upon return to the bargaining unit the employee shall resume accumulation of seniority from the date of return to the bargaining unit.

## **ARTICLE 9 – JOB POSTING AND TRANSFER**

9.01 The Employer will post a notice of all new and vacant positions within the bargaining unit for a period of fourteen (14) consecutive calendar days. The Employer will send a copy of the posting(s) to the normal work location of any employee who has a fixed place of work and who does not regularly work or attend at the Employer's main office but the failure of any such employee to see or receive the notice shall not affect the validity of the Employer's selection or decision. Employees in the bargaining unit, if any, may make written application for such vacancy within the fourteen (14) day period. The posting shall set out the job title, wage rate, the qualifications and a brief summary of the job.

9.02 In the event the Employer increases or decreases the number of hours of work per day or per week or days of work per week for a full-time, PTO or PTU position, the position will not be deemed to be a new or vacant position as defined by Article 9.01 of the Collective Agreement and there is no requirement to post for the position provided the change in hours does not result in an employee who was full-time or PTO becoming a PTU employee or result in the PTU employee becoming a full-time or PTO employee.

9.03 During the posting period provided for in Article 9.01, the Union will be provided with copies of job postings in relation to all new or vacant positions within the bargaining unit.

9.04 a) A candidate for a new or vacant position shall be selected on the basis of her:

- a) qualifications;
- b) skill and ability;
- c) performance;
- d) reliability
- e) seniority

If two (2) or more candidates are capable of performing the work of the new or vacant position satisfactorily and are relatively equal in respect of criteria (a) to (d), then seniority will be the deciding factor in selecting the candidate for a trial period in the new or vacant position.

If the candidate selected proves herself suitable, able and competent to perform the duties of the new or vacant position and satisfactorily completes a trial period as specified in Article 9.06, she shall then be confirmed as a regular employee in that position. During the trial period, and upon confirmation, the employee shall be paid at a rate not less than that specified in the job posting notice as the minimum rate for the work in question, but the Employer may, at its sole discretion, increase the rate of pay in recognition of the employee's qualifications and abilities. The rate of pay to which an employee shall be entitled during a trial period or upon confirmation shall not be determined on the basis of her former rate of pay, but shall, except as aforesaid, be determined by the salary provisions of this Agreement as reflected in the job posting notice.

b) The employer will post on the Union intranet page the name of the successful applicant to each position within one (1) week of notice to the successful applicant.

9.05 During a trial period as provided for in Article 9.06 and at any time prior to confirmation pursuant to the foregoing Article:

- i) if the Employer determines that the employee is not performing the duties of the new or vacant position satisfactorily or is not suitable, able or competent to perform such duties, the employee may be returned to her former job and salary if the former job has not been discontinued or, in the event the former job has been discontinued, she shall be returned to a comparable job;
- ii) if the employee chooses to discontinue the trial period, she shall be returned to a job comparable to her former job.

In either event, other employees who have been promoted or transferred to other positions as a direct result of that employee's selection for a trial period may be relocated in comparable positions or be returned to their former jobs and salaries. The last person employed as a result of such changes may be terminated if other suitable employment cannot be found for her.

9.06 In the event that an employee selected for a trial period:

- a) elects to terminate her trial period, or
- b) at any time during the trial period or following confirmation in her new position, is found not to be suitable, able or competent to perform the duties of that position or fails to perform such duties to the satisfaction of the Employer, and is returned in accordance with Article 9.04, such return shall be confirmed without prejudice to the employee's future promotion opportunities.
- c) It is understood that in the event an employee is selected following a job posting and applies for a subsequent posting or postings within nine (9) months of the date of her selection, such date to be confirmed in writing, the Employer in its sole discretion may disregard the subsequent application or applications.

9.07 a) An employee who is selected for a trial period in a new or vacant position shall be confirmed in that position when she has actually worked in that position for a period of service composed of sixty-five (65) normal shifts (see defined in Article 10.01). In the event the employee so selected was working in the same classification and department immediately before the selection, the employee shall be confirmed in that position when she has actually worked for a period for forty (40) normal shifts (as defined in Article 10.01) or such greater number of shifts, not to exceed sixty-five (65), as may be specified in the initial job posting. Such trial period may be extended or waived by mutual agreement between the Employer and the

Union.

A trial period for a PTO or PTU employee who does not work normal shifts (as defined in Article 10.01) shall be composed of four hundred and fifty-five (455) scheduled hours worked. In the event the employee so selected was working in the same classification and department immediately before selection, the employee shall be confirmed in that position when she has actually worked for a period of two hundred and eighty (280) scheduled hours (as defined in Article 10.01) or such greater number of shifts, not to exceed four hundred and fifty-five (455) scheduled hours, as may be specified in the initial job posting. Such trial period may be extended or waived by mutual agreement between the Employer and the Union.

- b) The Union agrees that any extension of a trial period required by the Employer as a result of an approved absence during the trial period will be granted automatically upon the request of the Employer in writing.

It is understood and agreed that the Employer may, at its discretion, terminate an employee's trial period if, in the opinion of the Employer, the employee's absence or disability during a trial period warrants such action. This Article shall be interpreted in a manner consistent with the Ontario Human Rights Code.

- c) The automatic approval of such trial period extensions shall not apply to provide a longer trial period than that which would have taken place had no approved absence occurred.

9.08 In the event that the Employer determines to transfer one (1) or more of the employees otherwise than on a temporary basis to meet the demands of the Employer or as a result of re-organization, the employees to be transferred shall be selected on the basis of:

- a) qualification;
- b) skill and ability;
- c) performance;
- d) reliability and attendance; and
- e) seniority.

If two (2) or more employees are capable of performing the work in question and are relatively equal in respect of criteria (a) to (d), then seniority will be the deciding factor in selecting the candidate for transfer. In the event seniority prevails, the senior employee selected will have the right to decline a transfer

prior to the transfer to the junior employee.

For the purpose of this Article, in the event the Employer finds it necessary because of the demands of the Toronto Central Local Health Integration Network temporarily to transfer one (1) or more of the employees, the Employer may in its sole discretion transfer on a temporary basis for a period not exceeding four (4) months.

9.09 The Union agrees that temporary vacancies, including an absence in excess of three (3) months, created by an employee's absence for any reason contemplated by this Agreement (including without limitation, vacation, illness, maternity, bereavement or personal emergency) may be filled in the Employer's discretion by temporarily transferring any employee selected by the Employer.

9.10 It is expressly understood and agreed that:

- i) nothing herein obligates the Employer to grant any trial period for a new or vacant position to a member of the bargaining unit covered by this Agreement if none of the applicants or candidates from the bargaining unit are capable of performing the work in question satisfactorily or meet any of the criteria specified in Article 9.04 (a) to (d).
- ii) employees who are not members of the bargaining unit covered by this Agreement may apply for and be considered by the Employer in connection with any position referred to in this Article;
- iii) the Employer shall be free to hire such new employees as it sees fit in the event that any such individual is superior in respect to criteria (a) to (d) of Article 9.04 or in the event that none of its existing employees apply for any vacancy or are capable of performing the work of the new or vacant position;
- iv) in the event of any staff reduction, the Employer shall have the sole discretion to determine whether the work remaining to be performed shall be assigned to full-time, PTO or PTU employees or by other employees of the Employer, but a full-time employee who will no longer be required on a full-time basis will be offered the option of continuing to be employed on a PTO or PTU basis, if part-time work is available; a full-time employee who accepts the option to be employed on a PTU basis governed by Part II of this Collective Agreement, shall be credited with the seniority earned under Part I of this Collective Agreement; in the event that a full-time employee accepts a PTO or PTU position as outlined above the employee shall be given first consideration according to the credited seniority if a similar full-time position becomes available in her classification;
- v) no probationary employee shall be entitled to apply for any posted position

and a probationary employee may be transferred in the Employer's discretion;

- vi) the procedures and criteria set out in this Article shall apply to situations involving lateral transfers and applications for vacancies in lower classifications as well as to situations involving promotions; and
- vii) the Employer has sole discretion to reassign employees. A reassignment within a classification is not a transfer.

9.11 Where the Employer requires an employee to perform the full and normal duties of an employee in a higher classification in the bargaining unit for a period of five (5) consecutive working days or more, such employee shall receive the rate of pay of the higher classification from the day she commenced to perform said duties of the higher classification. If the employee does not perform such full or normal duties or does so for less than five (5) consecutive working days she shall not receive the rate of the higher classification.

In the event that the Employer, in the exercise of its rights under Article 9.09 hereof, transfers an employee to a classification for which the rate of pay is lower than that from which the employee was transferred by the Employer, the employee shall be paid at the rate of pay for the classification from which she was transferred unless and until she is reclassified to the lower-rated classification as a result of a staff reduction, her transfer to that position on a permanent basis or her obtaining that position as a result of a job posting.

For greater certainty, it is understood and agreed that this provision shall not apply:

- i) to transfers initiated by the Employer or accepted by the employee on a voluntary basis;
- ii) to transfers occasioned by a staff reduction;
- iii) to demotion;
- iv) to an employee who applied for a lower-rated position; or
- v) in any other circumstances than those provided for in this Article.

9.12 Notwithstanding the foregoing, for the duration of this Collective Agreement the parties agree to the following:

- a) In the event a vacancy is created by the filling of a posted position, such vacancy need not be posted;

- b) Without limiting the rights of an employee otherwise to apply for posted positions, an employee may make a written request for transfer(s) or reassignment(s) subject to Article 9.10 (vii) by filing a transfer request with the Employer. The form shall indicate the employee's name, present position and the requested position or positions to a maximum of five (5) positions. A request shall be effective on receipt of the Employer and it shall remain in effect for the duration of the calendar year unless any or all of the listed positions are withdrawn at any time by the employee or unless a new Request Form is submitted. A Request Form may be submitted to the Employer one time in each quarter of the calendar year. A request in this manner shall be deemed to be an application for a posted position and for subsequent vacancies created by the filling of a posted vacancy. Transfer requests will be specific as to the particular position(s), branch or department.
- c) In the event a vacancy is created pursuant to Article 9.04, such vacancy need not be posted.

## **ARTICLE 10 – HOURS OF WORK**

### **10.01 Standard Shifts**

Standard shifts shall consist of seven (7.0) consecutive hours exclusive of the unpaid break as set out in 10.02 below. The standard work week will consist of thirty five (35.0) hours each week on average for the duration of the posted schedule.

### **10.02 Breaks**

Employees who work a standard shift or who work a minimum of five (5) hours in any one shift will be entitled to an unpaid meal break of one hour in each shift worked.

Employees who work a standard shift (7.0 hours) will be permitted a break on the basis of fifteen (15) minutes for each 3 1/2 hours. Such breaks may only be denied if it is reasonable to do so in order to meet an urgent operational requirement that may arise.

### **10.03 Scheduling**

- a) Work schedules covering a thirteen (13) week period will be posted (4) weeks in advance.
- b) Employee requests for specified days off must be submitted to the

employee's supervisor or designate two (2) weeks in advance of posting.

- c) Notwithstanding any provision in this Collective Agreement, in the event employees of their own accord for their own personal convenience, arrange to exchange shifts with appropriately qualified other employees, with prior approval of each supervisor or designate, and with signed statements from each employee, the Employer shall not be liable or responsible for any overtime rate claims or any other premiums that might arise or accrue as result of the exchange of shifts.
- d) Full-time employees who, at the Employer's request, work on an assigned day off as per the assigned schedule will be paid overtime at the rate of time and one half (1 1/2) times the employee's applicable hourly rate for all hours worked.
- e) PTO or PTU employees who are scheduled to work less than seventy (70) hours in a two (2) week period will not qualify for overtime when working on a scheduled day off until they have completed seventy (70) hours of work in the scheduled two (2) week period.
- f) No employees shall be scheduled to work more than seven (7) consecutive days without being given two (2) or more days off work provided, however, that the overtime rate of one and one half (1 1/2) times the employee's applicable hourly rate shall be paid for any days worked over seven (7) consecutive days except in the case of an exchange of shifts between employees.
- g) The Employer will arrange shift schedules such that all employees will receive a minimum of two (2) weekends off in four (4) unless the employee has requested weekend work and the request is approved or the employee was hired to work weekends.
- h) Where possible, the Employer will arrange shift schedules such that each employee will have a minimum of twelve (12) hours off between the end of one scheduled shift and the commencement of the employee's next scheduled shift.

Where it is impossible to schedule twelve hours (12) off between scheduled shifts, the Employer will compensate the employee at the rate of one and one half (1 1/2) times the employee's regular straight time hourly rate of pay for each hour worked after the commencement of the employee's next scheduled shift until twelve (12) hours have elapsed since the end of the employee's last scheduled shift.

Where the Employer has scheduled twelve (12) hours off between shifts, but then changes the employee's schedule so that there is no longer twelve

hours off between shifts, the Employer will compensate the employee at the rate of one and one half (1 1/2) times the employee's regular straight time hourly rate of pay for each hour worked from the time when the employee starts work until the commencement of the employee's original shift.

- i) Where new, permanent starting and stopping times for shifts are to be introduced by the employer, the Employer will endeavour to provide the Union with four (4) weeks written notice. The Union shall receive at least two (2) weeks written notice of such new starting and stopping times.
- j) The employees volunteering or assigned on call shall have their on call posted for a thirteen (13) week period four (4) weeks in advance.

10.04 Guarantee of Work

Nothing in this Article is to be construed as guaranteeing work, any number of hours of work, any schedule of work, or any amount of pay to any member of the bargaining unit and, except as it is otherwise expressly provided in this Agreement, no employee shall receive or be entitled to compensation for time not actually worked.

10.05 Overtime

Except as provided elsewhere in this Agreement all work required and authorized by the Employer in excess of seven (7.0) hours in a day shall be considered overtime. Hours of overtime worked shall be compensated for with pay at the rate of one and one half (1 1/2) times the employee's regular straight time hourly rate of pay. Hours worked in excess of the standard shift may be compensated for in time-off with pay if the employee so chooses, provided that at no time may an employee bank more than fourteen (14) hours in total lieu time. Such lieu time-off with pay shall be granted at one and one-half (1 1/2) times the employee's straight time hourly rate of pay for each hour worked in excess of seven in a day and shall be scheduled at a time agreed upon by the Employer and the employee.

Where the Employer grants an employee's request for unpaid time off work for personal appointments, excess hours so worked by the employee shall be compensated at regular rates and shall not be considered as overtime.

10.06 Weekend Premium

Any employee who works a shift commencing after 2359 on Friday and before 0100 on Monday will receive a weekend premium of two dollars and seventy cents (\$2.70) per hour (effective July 8, 2021: three dollars (\$3.00) per hour) for each hour worked.

10.07 Shift Premium

Any employee will receive a shift premium of one dollar and fifty-five cents (\$1.55) per hour (effective July 8, 2021: two (\$2.00) per hour), for each hour worked after 18:00 hrs.

10.08 No Pyramiding

Nothing in this Agreement shall allow for any pyramiding of overtime, weekend or shift premium and/or any other premium payments.

10.09 Standby

In the event an employee is required to remain available for duty on standby outside her regular scheduled hours, she shall be paid standby pay of two dollars and fifty cents (\$2.50) per hour for the period of standby scheduled by the Employer. If the employee is required to report for work while on standby, the standby pay shall cease when the employee reports to work and she shall be paid one and one half (1 1/2) times her regular hourly rate for hours worked. She shall also be reimbursed for any travel costs at the regular mileage rate.

10.10 On-Call Pay

- a) In the event an employee is scheduled to remain available to conduct the work of the Employer via the telephone, she shall be paid on-call pay of three dollars (\$3.00) per hour (effective July 8, 2021: three dollars and ten cents (\$3.10) per hour) for the period she is scheduled to remain on-call for such telephone work. In the event that the employee spends time engaged in telephone work for the Employer during the on-call period, she shall be paid at one and one half (1 1/2) times her regular hourly rate for such hours worked. Any payment at the rate of one and one-half (1 1/2) times the straight time hourly rate for actual work on the telephone is in addition to the on-call pay of three (\$3.00) dollars per hour (effective July 8, 2021: three dollars and ten cents (\$3.10) per hour).
- b) In the event an employee is scheduled to remain available to conduct the work of the Employer via telephone, on a paid holiday as set out in Article 13, s\he shall be paid on-call pay of four dollars (\$4.00) per hour (effective July 8, 2021: four dollars and ten cents (\$4.10) per hour) for the period s\he is scheduled to remain on-call for such telephone work. In the event that the employee spends time engaged in telephone work s\he shall be paid at one and one half (1 1/2) times her regular hourly rate for all hours worked. Any payment at the rate of one and one-half (1 1/2) times the straight time hourly rate for actual work on the telephone is in addition to the on-call pay of four (\$4.00) dollars per hour (effective July 8, 2021: four dollars and ten cents (\$4.10) per hour).

10.11 Reporting Pay

In the event an employee reports for work on her regular shift without having been previously notified not to report, she will be given at least four (4) hours work at her regular rate of pay or if no work is available she will be paid the equivalent four (4) hours at her regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to fire, flood, power or equipment failure, labour dispute, or other situation beyond the control of the Employer.

**ARTICLE 11 – JOB SHARING**

- 11.01 Two full-time employees who are employed in the same classification may request to share the hours of work of what would otherwise be one (1) full-time position provided each of the two employees has actually worked two (2) full years or more in the position.
- 11.02 The request shall be limited to splitting one (1) full-time position into roughly equal parts as may readily be put into practice.
- 11.03 The document requesting the job sharing arrangement shall be signed by the employees and an officer of the Union.
- 11.04 Following a request from two (2) full-time employees pursuant to Article 11.01 above, the Employer shall have the right to determine whether it will implement a job sharing arrangement for a given position or terminate a job sharing arrangement in effect. The Union shall be notified in writing when a job sharing request is denied or a job sharing arrangement is terminated by the Employer.
- 11.05 Notwithstanding the above, the employees involved in a job sharing arrangement will be classified as full-time and will be covered by the provisions of the full-time Collective Agreement, unless amended by this Article.
- 11.06 Service for each participant in the job sharing arrangement and benefits related thereto shall be one-half (1/2) the full-time accrual for the period of operation of the job sharing arrangement. Vacation entitlement, vacation progression, sick leave benefits, wage progression, holiday pay, rest periods and all other benefits related to service shall be half the full-time entitlement.
- 11.07 The Employer's contribution to premiums for applicable benefits pursuant to Article 16 - Benefits for an employee in the job sharing arrangement who participates in the said benefits shall be fifty percent (50%) of the contribution paid by the Employer in respect of full-time employees.

11.08 If the employment of one of the job sharers to a job sharing arrangement is terminated for any reason, the remaining job sharer shall have twenty (20) calendar days to find another job-sharing partner, but may be required to work full-time hours during this time. In the event that a substitute job sharer is not possible, the remaining participant shall assume both parts of the previously shared position and the job sharing arrangement shall be terminated.

11.09 In the event the employment of neither of the job sharers is terminated for any reason but one of the job sharers is

- a) absent or unable to attend work as scheduled for any reason (including without limitation vacation, illness, holiday or leave of absence) for thirty (30) calendar days or less, the job sharing arrangement shall not be suspended although the remaining participant shall assume both parts of the previously shared job and Articles 11.06 and 11.07 shall continue to apply. There shall be no premium cost paid for so doing or for short notice. The remaining employee is not required to cover for the absent participant if the remaining employee is on vacation, ill or on leave of absence; or
- b) absent or unable to work for more than thirty (30) calendar days, the job sharing arrangement shall be suspended for the duration of the absence and the remaining participant shall assume both parts of the previously shared position. During the period in which the remaining participant assumes both parts of the previously shared position Article 11.06 shall not apply and for the next immediate period or periods for which a premium for benefits is owing Article 11.07 shall not apply until the absent participant returns.

11.10 In the event the Employer or one (1) of the employees terminates a job sharing arrangement other than because the employment of one or both of the job sharers has been terminated:

- a) in the case of the Employer or both of the job sharers terminating the job sharing arrangement, the more senior of the two (2) job sharers shall assume both parts of the previously shared position and the job sharing arrangement shall be terminated. The more junior employee will revert to a vacant comparable position if there is one available or if there is no vacant comparable position available be laid off according to the Collective Agreement. Article 11.07 shall apply until the next immediate period or periods for which a premium for benefits is owing.
- b) In the case of one (1) of the job sharers terminating the job sharing arrangement, the employee who did not terminate the job sharing arrangement shall assume both parts of the previously shared position and the job sharing arrangement shall be terminated. The employee who terminated the job sharing arrangement will revert to a vacant comparable

position if there is one available or if there is no vacant comparable position available be laid off according to the Collective Agreement. Article 11.07 shall apply until the next immediate period or periods for which a premium for benefits is owing.

- 11.11 The job sharing arrangement shall not result in additional costs to the Employer, including overtime, which would not have been required in the absence of the job sharing arrangement. Notwithstanding the above and Article 13.01 (c) of the Collective Agreement, each participant must have earned wages on at least eight (8) days during the four (4) weeks immediately preceding the holiday to qualify for holiday pay.
- 11.12 Each job sharer as a condition for participating in the job sharing arrangement shall be required:
  - a) to be available for any in-service for which she would have been available but for her participation in the job sharing arrangement. Participants will first seek to switch their schedules, with the approval of their supervisor, to allow both parties to attend the in-service. If the scheduled work for the participants and of the in-services does not permit a switch of schedules which would allow the attendance of both participants, then the Employer may require the participant who would otherwise miss the in-service to attend and will pay the participant for the time at the in-service but will not be required to pay any minimum reporting pay; and
  - b) in co-operation with her job sharing partner, communicate sufficient information to each other to provide continuity in service delivery and the additional time to do so shall be without pay.
- 11.13 The Employer agrees to implement the above job sharing plan on a six (6) month trial basis. Upon mutual agreement of the Employer, Union and participating employees, the trial period may be extended up to a period of no more than twelve (12) months. The Employer and the Union each have the right to discontinue the job sharing plan at the completion of the applicable trial period or thereafter by providing the other party with thirty (30) days notice. In the event the job sharing plan is discontinued according to the above, the participants will revert to a vacant comparable position or if there is no vacant comparable position available be laid off according to the Collective Agreement.

## **ARTICLE 12 – LAY OFF AND RECALL**

- 12.01 In the event of a staff reduction requiring a permanent or temporary lay off of any employee or employees, the Employer shall lay off on the basis of seniority, provided that the employees who are entitled to remain on the basis of seniority

are able to meet the operational needs of the Employer and have the skill, ability, and qualifications required to perform the available work. Written notice or pay in lieu thereof shall be given in accordance with the Employment Standards Act. For a layoff in excess of ten (10) working days, the Employer shall provide the Union and affected employees with eight (8) weeks written notice of layoff.

- 12.02 The Employer will determine the timing of lay offs and the number of employees to be laid off.
- 12.03 If one or more employees are laid off for five (5) or fewer consecutive regular work days on which the employees would normally be scheduled to work, the Employer is not restricted from selecting the employees who are laid off. However, the Employer will be guided by seniority. It is understood and agreed that the Employer will use every reasonable effort to ensure that the affected employees are reassigned as quickly as possible during said period. Such reassignment will not be the subject of a grievance.
- 12.04 The Employer shall provide the Union with the current status of the seniority of all employees in the bargaining unit, in the event of a permanent layoff. The seniority list shall also include the name and classification of all employees in the bargaining unit.
- 12.05 Lay-off will be considered permanent after thirteen (13) weeks, otherwise, lay-off will be considered on a temporary basis.
- 12.06 Prior to implementing a permanent lay-off, the Employer and the Union must attempt to place affected employees within the organization.

Prior to implementing a temporary layoff in a department/unit, employees shall first be offered, in order of seniority, the opportunity to take vacation day(s), utilize any compensating/lieu time or take unpaid leaves in order to minimize the impact of the temporary layoff.
- 12.07 In the event of a reduction in the number of employees, a lay-off of staff shall be based on the following provisions:
  - a) For purposes of bumping, clerical and professional employees are two separate groups.
  - b) Probationary employees shall be the first laid off. However, it is understood that they may be retained if no other employees have the qualifications to perform the available work.
  - c) Permanent employees who are subject to a permanent lay-off shall have the right to either:

- i) accept the lay-off and be placed on the recall list;
- ii) accept the lay-off, accept severance if applicable, and forego recall;
- iii) bump according to Article 12.07 (d)

d) Employees who are permanently laid off or who are temporarily laid off for a period greater than five (5) days may displace the least senior employee, who has not received a lay-off notice, in a position for which they have the required skills, ability and qualifications as follows:

- 1. their own classification; or
- 2. another equal or lower classification

e) While on temporary lay-off, the employee is entitled to receive those benefits as outlined in Article 16.02 and 16.03 if the employee was in receipt of such benefits prior to being laid-off. An employee who so elects or who is deemed to elect to continue to participate in the said benefit plans during the temporary lay-off shall pay to the Employer his or her monthly contribution owing by the first of the month for which the payment is due as a condition for continued participation in the said benefit plans and for the Employer's payment of its contribution of the premium costs for the said benefit plans.

f) The laid off employee shall make a commitment to work the same proportion of time as the displaced employee. The displaced employee shall be laid off subject to his/her rights under this section.

g) Employees who have received a notice of layoff must exercise their displacement rights within ten (10) calendar days of notification of their layoff.

h) There shall be no bumping up.

i) Intention to exercise any of the options outlined in Article 12.07 (c) must be declared within ten (10) calendar days of notification of layoff by the Employer.

j) An employee who displaces an employee in a lower paying classification will be placed on the salary grid of the lower classification at the step which most closely resembles her current rate of pay.

k) A union representative shall be invited to attend any meeting between an employee or employees and management where a representative of the

human resources department is present and that is held for the purposes of addressing issues relating to the lay-off or recall of employees.

- I) Severence pay shall be in accordance with the Employment Standards Act.
- 12.08 a) An employee who has received notice of a permanent layoff shall be entitled to receive up to ten (10) working days orientation in the job into which they are bumping.
- b) An employee who is being recalled from a permanent layoff shall be entitled to receive up to ten (10) working days orientation in the job into which they are being recalled.
- 12.09 The Employer agrees to meet with the Union to discuss the reasons causing the layoff, the impact of the layoff and the employees to be laid off, and other related issues.
- 12.10 Recall Rights
  - a) Employees shall be recalled in reverse order of lay-off, provided that the recalled employees have the necessary skill, ability and qualifications to perform the available work.
  - b) An employee recalled and reinstated to his or her former position shall receive the appropriate rate of pay for that position at the time of recall. Any employee recalled and reinstated to any other position will receive the appropriate rate of pay for such position at the time of recall.
  - c) An employee recalled to a position other than the one she was laid off from will be subject to a trial period as per Article 9.
  - d) Any temporary vacancies that arise will be first offered to employees on lay-off who have previously expressed an interest (in writing) in filling such temporary vacancies and who possess the required skill, ability and qualifications to do the work. Acceptance of a temporary assignment by a laid-off employee does not constitute a recall to work, and after the completion of the assignment, the employee continues to be laid-off according to Article 12.
  - e) Prior to being offered to employees on recall, all vacancies in the bargaining unit occurring after a lay-off shall be posted according to the provisions of Article 9. Employees on recall may bid on posted positions according to the provisions of Article 9.
  - f) The Employer will inform employees on recall of vacant positions providing the laid-off employee on recall informs the Employer of his or her address

and telephone number according to Article 8.04.

## **ARTICLE 13 – HOLIDAYS**

13.01 a) Except as provided in Article 13.04, the following paid holidays will be recognized:

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

and any other day declared a public holiday by the Federal or Provincial Government. Special holidays may be granted at the sole discretion of the Employer.

In addition to the above holidays, full-time employees shall be entitled to one (1) holiday with pay per annum on a day to be agreed upon by the Employer and the employee. In the event that the Employer and the employee cannot agree upon a suitable date, the Employer shall determine the date to be taken as a holiday or may, in its discretion, pay the employee one day's pay at their regular straight-time rate in lieu of the holiday.

Articles 13.01 (b), 13.02, 13.03 and 13.04 shall not apply in respect of such floating holiday and the Employer's obligations in respect thereof shall be limited to not more than one day's pay at the employee's regular straight-time rate. If an additional statutory holiday is declared during the term of this Agreement, it shall be observed in lieu of a floating holiday and this Agreement shall be deemed thereafter to provide for such additional statutory holiday and not for the holiday provided for herein.

b) Employees are entitled to leave of absence if required by the tenets of their religious faith to observe a spiritual or holy day. Such leave shall not be unreasonably denied. The employee shall provide the Employer with two (2) weeks written notice when requesting time off. For each hour of leave under this provision, the employee may choose to use accrued paid time such as overtime, vacation, or leave of absence without pay if no accrued paid time is available.

c) In order to qualify for payment for the above named holidays and under the provisions of this Article, an employee must work her regular scheduled shift immediately preceding the holiday and her regular scheduled shift immediately following the holiday unless there is prior notice of or a reasonable excuse in connection with such absence.

13.02 An employee who is required to work and works on any of the above named holidays will receive pay at the rate of time and one-half (1 1/2) her regular straight time hourly rate for work performed on such holiday in addition to her regular salary for the day.

13.03 Subject to Article 13.04, if any of the above named holidays occurs on an employee's regular day off or during her vacation period, the Employer shall pay the employee her holiday pay for the paid holiday or if the employee chooses, she shall receive an additional day off with pay, to be scheduled at a time agreed upon by the employee and the Employer.

13.04 PTO employees shall receive recognized public holidays provided in Article 13.01 (a) and holiday pay in accordance with the Employment Standards Act, except as provided in Article 13.01 (c).

13.05 The Employer will determine the extent to which individual employees shall be required to work on Christmas Eve and New Year's Eve and employees shall work all hours required by the Employer on those days at their straight-time rates of pay unless the overtime or weekend pay provisions of this Agreement require pay at a premium rate. When it is considered practicable to do so by the Employer, employees may be permitted to leave work prior to the scheduled hour on those days, which in the case of Christmas Eve would be noon, provided that they have asked for and obtained permission to do so from their respective supervisors. In order to facilitate the making of holiday arrangements the Employer agrees to use its best efforts to advise employees as far in advance as possible of its requirements on those days. If the Employer allows an employee to leave early or gives the employee advance notice that she will not be required to work a full shift on either or both of those days the employee will be paid at her regular straight time rate for hours actually worked and for such other hours for which she was scheduled to work on the day in question.

13.06 Notwithstanding the above, in calculating holiday pay pursuant to this Article, the holiday pay of a PTO employee shall not be reduced for agreeing to work hours at the Employer's request which are in addition to her predetermined work schedule.

## **ARTICLE 14 – VACATIONS**

14.01 The vacation year will be defined as follows:

- a) For PTO employees, as a twelve (12) month period commencing the date of hire;
- b) For full-time employees hired on January 1, 1989 or thereafter, as a twelve (12) month period commencing the date of hire;

- c) For full-time employees hired prior to January 1, 1989, as the calendar year.

14.02 Employees shall be entitled to take vacation only after completion of their probationary period.

14.03 Entitlement:

- i) Each employee shall receive an annual vacation in accordance with her\his years of continuous service as provided below. For the purpose of determining vacation entitlement, an employee hired on or before the 15th of a month, will be credited with that month of service.
- ii) Full-time employees in classifications so identified in Appendix A to this Agreement shall be entitled to vacations as follows:
  - a) Less than one (1) year of continuous service..... one and two thirds (1 2/3) days of paid vacation for each completed month of service the vacation year.
  - b) One (1) or more years of continuous service but less than fifteen (15) years of continuous service..... twenty (20) working days of paid vacation per vacation year earned and payable at the rate of one and two thirds (1 2/3) days per month of completed service during the vacation year.
  - c) Fifteen (15) years of continuous service but less than twenty (20) years of continuous service..... twenty-five (25) working days of paid vacation per vacation year earned and payable at the rate of two and one-twelfth (2 1/12) days per month of completed service during the vacation year.
  - d) Twenty (20) years of continuous service but less than twenty seven (27) years of continuous service..... Thirty (30) working days of paid vacation per vacation year earned and payable at the rate of two and one-half (2.5) days per month of completed service during the vacation year.

e) Twenty seven (27) years or more of continuous service..... Thirty five (35) working days of paid vacation per vacation year earned and payable at the rate of two and nine tenths (2.9) days per month of completed service during the vacation year.

iii) An employee entitled to vacation in accordance with Article 14.03 (ii) (full-time employees) shall be paid at the rate of her regular straight-time pay for the vacation days taken.

iv) Part-Time Over (PTO)

Subject to the operation of Articles 14.05 and 14.06, vacations for PTO employees may be cumulative from one (1) vacation year to the subsequent vacation year, provided that accumulated vacations will be forfeited once and to the extent such accumulations exceeds six (6) weeks. Such forfeiture shall not apply in the instance where an employee has taken pregnancy/parental, sick/disability or other approved leaves of absence that cause the employee to accumulate vacation exceeding six (6) weeks. If a PTO employee wishes to carry over vacation from one vacation year to a subsequent vacation year so that the employee will have accumulated in excess of six (6) weeks, she may do so at the sole discretion of the Employer.

a) Less than one (1) year of continuous service..... four percent (4%) of the employee's wages in the period preceding the vacation.

b) One (1) or more years of continuous service but less than fifteen (15) years of continuous service..... eight percent (8%) of the employee's wages in the twelve (12) months prior to the vacation year.

c) Fifteen (15) or more years of continuous service but less than twenty (20) years of continuous service..... ten percent (10%) of the employee's wages in the twelve (12) months prior to the vacation year.

d) Twenty (20) years or more of continuous service but less than twenty seven (27) years of continuous service..... twelve percent (12%) of the employee's wages in the twelve (12) months prior to the vacation year.

e) Twenty seven (27) years or more of continuous service..... fourteen percent (14%) of the employee's wages in the twelve (12) months prior to the vacation year.

For the purposes of determining vacation entitlement under Article 14.03 (iv), a PTO employee who was employed as a casual employee prior to January 1, 1976 and who has been continuously employed since the date shall be credited with one (1) year of continuous service for her/his casual employment.

Payment of vacation pay to PTO employees shall be made on the regular pay days. Vacation pay shall not form part of the regular hourly wages and shall not be included for the purpose of computing any premium or overtime payments.

14.04 Employees on:

- i) Long Term Disability; or
- ii) Workers' Compensation in excess of six (6) months, shall not accumulate service for the purpose of vacation entitlement.

Vacation pay for a two (2) weeks period or a four (4) week period but not part thereof, to the extent only that it has been earned as provided for above, will be given to full-time employees in advance of their vacations if a pay period ends during the period of vacation taken and if proper notification is given.

14.05 Scheduling

All vacation requests and scheduling will be based upon the needs of each Department, District or Program. Employees will submit vacation requests via QHRNet. For the peak periods identified below, the Employer shall determine the number of employees in each Department, District or Program who may be permitted to be absent on vacation over the same period of time. The Employer will then post this information along with a blank schedule in the time prescribed below. Employees may register their vacation requests on the posted blank schedule. The registered vacation on a blank schedule is exempt from the approval process. Vacation requests will be confirmed by the Employer in the time set out below.

In the event that the number of employees in a Department, District or Program requesting vacation for or during part of such periods exceeds the number which the Employer has determined might be permitted vacation at that time, seniority will govern. The exceptions to the foregoing are the peak periods of Christmas

and New Year's where priority will be given unless mutually agreed otherwise, in the order of seniority, to those employees who did not have vacation during the same peak period in the preceding vacation year.

<b>PEAK PERIOD</b>	<b>EMPLOYER IDENTIFIES NUMBER OF EMPLOYEES OFF AND POSTS BLANK SCHEDULED BY:</b>	<b>EMPLOYEES REGISTER THEIR VACATION REQUESTS BY:</b>	<b>FINAL CONFIRMATION OF VACATION BY EMPLOYER:</b>
<b>SUMMER</b> (eight weeks preceding Labour Day)	March 1st	April 1st	April 15th
<b>CHRISTMAS</b> (week preceding December 25th) <b>NEW YEAR'S</b> (week following December 25th)	June 1st	July 1st	July 15th
<b>MARCH BREAK</b>	September 30th	October 31st	November 6th

For all other non-peak times, vacation requests are to be submitted one (1) month or more in advance and the Employer will respond within one (1) week of receipt. In the event that the number of employees requesting vacation for or during any part of the same period exceeds the number which the Employer has determined might be permitted vacation at that time, priority will be given to the requests that were received first.

An employee who submits a vacation request for a non-peak period two (2) months or more in advance of the requested vacation shall receive a response to their request within two (2) weeks. In the event that the number of employees requesting vacation for or during any part of the same period exceeds the number which the Employer has determined might be permitted vacation at that time, priority will be given to the requests that were received first.

Cancelled vacation periods shall be offered to the most senior employee who has requested vacation for the same vacation period.

14.06 If a request is submitted otherwise than as required by Article 14.05 and in the event that the requested period is available after the allocation of the vacations

for employees complying with Article 14.05, it may be approved in the Employer's sole discretion.

14.07 Notwithstanding Articles 14.05 and 14.06, the Employer is not obligated to consider or grant in non-peak periods any vacation request that is made more than twelve (12) months in advance.

14.08 Subject to Articles 14.05 and 14.06, vacations for full-time employees may be cumulative from one vacation year to the subsequent vacation year, provided that accumulated vacation leave and pay will be forfeited once and to the extent such accumulation exceeds thirty (30) days. Such forfeiture shall not apply in the instance where an employee has taken pregnancy/parental, sick/disability or other approved leaves of absence that cause the employee to accumulate vacation in excess of thirty (30) days.

If a full-time employee wishes to carry over vacation from one vacation year to a subsequent vacation year so that the employee will have accumulated in excess of thirty (30) days, she may do so at the sole discretion of the Employer.

It is understood that all employees must take a minimum of two (2) weeks vacation during each vacation year.

14.09 A full-time employee who ceases to be employed by the Employer shall be paid the greater of:

- i) vacation pay as required by Section 38 of the Employment Standards Act; or
- ii) vacation pay owing according to Article 14.03(ii).

A PTO employee who ceases to be employed by the Employer shall be paid the greater of:

- i) vacation pay as required by Section 38 of the Employment Standards Act; or
- ii) vacation pay owing according to Article 14.03 (iv).

14.10 a) An employee who falls ill or suffers a disability during her vacation and provides medical certification satisfactory to the Employer of the illness or disability and its having extended for not less than five (5) days and precluded the employee from taking her vacation will, provided that she has notified the Employer of her circumstances immediately upon being taken ill or disability, be permitted to treat the period of illness or disability as a period of sick leave and to schedule a substitute vacation period later in the Vacation Year. If the employee had received vacation pay in advance it

shall be repaid, unless the employee returns to active service and, in those circumstances, the substitute vacation period shall be without pay to the extent of the prior payment of vacation pay.

- b) Where an employee's scheduled vacation is interrupted due to bereavement the employee shall be entitled to bereavement leave in accordance with Article 17.06 provided that the employee has advised the Employer as soon as possible after becoming aware of the bereavement. The portion of the employee's vacation which is deemed to be bereavement leave under the agreement will not be counted against the employee's vacation credits.

14.11 Transfers:

An employee who transfers:

- a) from full-time to PTO, PTU or casual or temporary status will be paid the value of her vacation outstanding as of the date of the transfer based on regular straight time pay.
- b) from casual, temporary, PTO or PTU status to full-time will be paid the value of her vacation outstanding at the date of the transfer based on the formula applicable pursuant to Article 14.03(iv).

## ARTICLE 15 – SALARIES

15.01 The salaries and wage rate set out in Appendix A to this Agreement shall be the minimum salaries and wages in effect during the term of this Agreement.

Employees who ceased to be actively employed by the Employer prior to the date of notice to the Employer of the ratification of this Agreement by employees in the bargaining unit shall not be entitled to any additional compensation under this Agreement for services rendered prior to that date. However, employees who retired and went on pension prior to the date of notice to the Employer of the ratification of this Agreement by employees in the bargaining unit shall be entitled to any additional compensation under this Agreement for services rendered prior to that date.

15.02 New employees shall be compensated in accordance with the rates set out in Appendix A and the rate within a classification at which a new employee shall be paid shall be determined on the basis of the individual's experience and qualifications.

15.03 a) Movement on the Salary Grid in Appendix A

Full Time

- i) Each full-time employee shall be advanced from their present level on the salary grid twelve (12) months after they were last advanced.
- ii) If an employee's leave of absence exceeds thirty (30) continuous calendar days, the employee's advancement on the grid will be extended by the length of such absence in excess of thirty (30) continuous calendar days.
- b) PTO and PTU employees advance on the salary grid after each sixteen hundred and ten (1610) hours worked.
- c) An employee transferring from full-time, PTO, PTU, casual and temporary and vice-versa shall maintain her/his position on the salary grid.

**ARTICLE 16 – BENEFITS**

- 16.01 a) Employees shall be covered by the Worker's Safety and Insurance Act.
- b) The Employer shall have no obligation to furnish benefits or to contribute to the cost hereof or for any employee who because of her individual circumstances elects not to have coverage or does not require coverage as set out below:

Contributions by the Employer towards benefits for PTO employees will be equivalent to eighty percent (80%) of the Employer's contributions for the full-time employees.

New employees must join the Plans unless they are covered by a spouse's plan. Employees who do not join because they are covered by a spouse's plan must demonstrate participation in their spouse's plan.

In the event that an employee is no longer covered by a spouse's plan or policy the employee shall be entitled to join the plan or policy subject to the terms and conditions of the applicable plan or policy and subject to continuing eligibility requirements.

The Vice President of COPE, Local 550, shall receive an annual statement from the agent of record. The Union is to be informed of any changes in premium rates.

The Employer will endeavour to provide the Union with thirty (30) days notification of changes in premium rates. The Union shall receive at least

two (2) weeks written notification of changes in premium rates.

16.02 The Employer agrees to make contributions to the cost of the premiums for the following coverage in respect of which (i) the Employer shall have no liability, beyond the payment of its contributions and (ii) the employee's rights and entitlement shall be determined in accordance with the terms and conditions of the applicable plan or policy. The employee must be actively at work on the date coverage would normally become effective; in the event the employee is not so present, coverage will commence effective the first day actually worked thereafter.

a) Comprehensive Medical Protection

The Employer shall contribute eighty-five percent (85%) of the premium cost of accommodation and comprehensive medical protection which includes a vision plan equal to three hundred dollars (\$300.00) per insured person every twenty-four (24) months (which may also be used for laser eye surgery), and five hundred dollars (\$500.00) per person for hearing aids for a lifetime, for full-time employees and on a pro-rated basis, as set out in Article 16.01, for PTO employees who have completed three (3) continuous months of employment governed by this Collective Agreement subject to Article 16.01. The Employer shall provide such employees with a prescription charge card. There shall be no deductible.

Effective July 8, 2013, the Employer shall contribute eighty-five percent (85%) of the premium cost of accommodation and comprehensive medical protection which includes a vision plan equal to three hundred and fifty dollars (\$350.00) (effective March 1, 2024: four hundred dollars (\$400.00)), per insured person every twenty-four (24) months (which may also be used for laser eye surgery), and five hundred dollars (\$500.00) per insured person for hearing aids every thirty-six (36) months for full-time employees and on a pro-rated basis, as set out in Article 16.01, for PTO employees who have completed three (3) continuous months of employment governed by this Collective Agreement subject to Article 16.01. The Employer shall provide such employees with a prescription charge card. There shall be no deductible.

b) Long-Term Disability, Life Insurance, Accidental Death and Dismemberment Insurance

The Employer shall contribute sixty percent (60%) of the premium cost of long-term disability, life insurance and accidental death and dismemberment for full-time employees and on a pro-rated basis, as set out in Article 16.01, for PTO employees who have completed three (3) continuous months of employment governed by this Collective Agreement subject to Article 16.01.

c) Dental Plan

The Employer shall contribute seventy-five percent (75%) of the single/family premium cost of a dental plan for full-time employees and on a pro-rated basis, as set out in Article 16.01, for PTO employees who have completed three (3) continuous months of employment governed by this Collective Agreement subject to Article 16.01.

The dental plan will be according to the 2019 ODA fee schedule and, effective March 1, 2024, the dental plan will be according to the 2021 ODA fee schedule. The maximum shall be \$1,500.00 per person per year and there shall be no deductible.

Dental coverage will include Rider #2 or equivalent which includes coverage for complete and partial dentures, 50/50 co-insurance, to a maximum one thousand dollars (\$1,000.00) per person per year.

Coverage will include Rider #4 or equivalent - crowns, bridgework and repairs, 50/50 co-insurance, maximum one thousand dollars (\$1,000.00) per person per year.

d) Pension Plan

A contribution pension plan the Hospital of Ontario Pension Plan (H.O.O.P.P) is available to employees subject to the terms and conditions of the plan.

e) Professional Liability Insurance

The Employer agrees to continue to pay one hundred percent (100%) of the premium cost of professional liability insurance in respect of employees employed as co-ordinators, physiotherapists, speech-language pathologists and social workers.

f) Workplace Safety and Insurance Benefits

An employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Benefits may apply to the Employer for payment equivalent to the payment under the Short-Term Sick-Leave Plan. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by Workplace Safety and Insurance Benefits Board. If the claim for Workplace Safety and

Medical interviews or examinations by professionally qualified medical staff may be required under the following conditions:

- i) immediately following an accident which has occurred on the job.
- ii) after returning to work following an absence due to sickness or disability.
- iii) When an employee wishes to leave work during working hours on account of sickness, or when the Employer has reason to believe that an employee should be sent home on account of sickness.
- iv) When requested by a supervisor or manager if the employee has been absent due to sickness more than three (3) times in the course of a twelve (12) month period.

In the event that the Employer is not satisfied with medical evidence or information submitted by or on behalf of an employee, the Employer and the Union shall have a meeting to discuss the need for an independent assessment. At this meeting, the Employer and the Union shall attempt to agree on a physician to perform the medical assessment. Where the parties are unable to agree, the Employer shall have the right to specify the physician to perform the medical assessment.

Provided that she has complied with the foregoing and the requirements of Articles 17.01 and 17.08, as provided for herein, an employee who has completed her probationary period will be entitled to benefits under the Short-Term Sick-Leave Plan (S.T.S.L.P.) effective July 1, 1983. All employees' illness allowance accumulations prior to July 1, 1983 under the former plan will remain on record on the Employer's books and in the event of sickness will be drawn upon and exhausted prior to the employee's being entitled to any S.T.S.L.P. benefit.

1. A full-time employee will be entitled to the following sick-leave benefits in the event of absence due to disability (accident, sickness or disease):
  - i) One hundred percent (100%) of regular salary will be continued for the number of sick-leave weeks (i.e. five (5) working days) accumulated under the former plan which stand to the employee's credit as of the date of illness;
  - ii) provided that the employee shall have exhausted all illness allowance accumulated under the former plan, one hundred percent (100%) of regular salary will be continued for a period not to exceed the number of weeks under Level 1 benefits in the attached schedule;

Insurance Benefits is not approved, the moneys paid as an advance will be applied towards the benefits to which the employee would be entitled under the Short-Term Sick-Leave plan. Any payment under this provision will continue for a maximum duration equal to that of the Short-Term Sick-Leave Plan.

- g) The Employer may substitute another carrier for any of the foregoing benefits (other than OHIP) provided the benefits conferred thereby are not substantively different, unless the parties agree otherwise. The Employer agrees to notify the Union in writing of any changes in the Carrier or Underwriter at least sixty (60) days prior to implementing such change.

16.03 The Employer shall contribute to premiums for benefit plans for employees who are on paid leave of absence or Workplace Safety and Insurance Benefits. The obligation of the Employer to contribute premiums for the aforesaid benefits shall continue only so long as the employment relationship between the Employer and the employee continues. The Employer shall not contribute to premiums for benefit plans for employees who are on unpaid leaves of absence in excess of twenty (20) days, including LTD. However, if the employee wishes to continue to be enrolled in respect of any of those plans and the terms of the plan(s) do not preclude her coverage in the circumstances, the employee may elect to maintain such coverage by paying the full premium cost payable in advance in respect of her enrolment.

16.04 Medical Examinations and Sickness/Disability Pay

- a) Each prospective employee is required to submit a Health Examination Report completed to the satisfaction of the Employer prior to commencing employment or, if permitted by the Employer, within fourteen (14) days of commencing employment. A tuberculin test shall be included in that initial health examination for those employees who have face to face client contact and any negative reactors shall be followed up by annual tuberculin tests. Each employee shall satisfy the Employer of the performance of such tests and shall provide to the Employer satisfactory reports thereon. In addition, each employee who is found to have a positive tuberculin reaction shall have a chest x-ray annually and provide the Employer with satisfactory evidence.
- b) The Employer reserves the right to require medical evidence satisfactory to the Employer for purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to work.

An employee who has completed her probationary period shall not be required to provide a doctor's certificate for absences of two (2) working days or less provided such absences do not exceed three (3) instances in each twelve (12) month period.

- iii) sixty percent (60%) of regular salary, payable for a period which will not exceed twenty-four (24) weeks minus the number of weeks during which the employee received full pay under paragraphs (i) and (ii) above.

Employees with six (6) months or more service (.5 of a year) at July 1, will have the period rounded up to the nearest year.

2. A PTO employee will be entitled to the following sick-leave benefits in the event of absence due to disability (accident, sickness or disease):

- i) One hundred percent (100%) of regular salary will be continued for the number of sick-leave weeks (i.e. five (5) working days) accumulated under the former plan which stand to the employee's credit as of the date of illness.
- ii) provided that the employee shall have exhausted all illness allowance accumulated under the former plan, one hundred percent (100%) of regular salary will be continued for a period not to exceed the number of weeks under Level 1 benefits in the attached schedule.
- iii) Sixty percent (60%) of regular salary, payable for a period which will not exceed twenty-four (24) weeks minus the number of weeks during which the employee receive full pay under paragraphs (i) and (ii) above.

For the purpose of determining the duration of the PTO employee's sick-leave payments, the employee will be credited with one (1) year of service for each sixteen hundred and ten (1610) hours worked.

Benefits will be paid for as many separate and distinct periods of disability as may occur, but successive disabilities due to the same cause will be treated as a continuation of the original disability, unless the periods of absence are separated by a return to active employment for a three (3) month period.

It is understood that the S.T.S.L.P. will replace the current plan in all respects effective July 1, 1983 (herein after referred to as the "Effective Day" of the S.T.S.L.P.)

For the purpose of the Short-Term Sick Leave Benefit Schedule (the "Schedule") the length of qualifying Home Care employment of each employee shall be determined as at July 1. For example, if a PTO

employee has 2.5 years of qualifying employment as at July 1, she will be entitled for the period July 1 to June 30 to benefits based on three (3) years qualifying employment to a maximum of four (4) weeks under Level I and twenty (20) weeks under Level II on the Schedule.

#### **SHORT-TERM SICK LEAVE BENEFIT SCHEDULE**

<b>Length of Qualifying Home Care Employment</b>	<b>LEVEL I</b>	<b>LEVEL II</b>
	<b>Weeks with Full Basic Pay</b>	<b>Weeks with 60% of Basic Pay</b>
3 months	01	23
2 years	02	22
3 years	04	20
4 years	06	18
5 years	08	16
6 years	11	13
7 years	12	12
8 years	17	07
9 years	20	04
10 years	24	0

c) Where an employee is approved for time off in order to attend a dental or medical appointment during their regularly scheduled hours of work, such employee may choose to use accrued lieu time or accrued vacation. Such request will not be unreasonably denied.

16.05 Subject to the terms and conditions of the benefit and the carrier, the Employer agrees to continue their portion of the premiums for comprehensive medical protection, dental plan and life insurance for a period of three (3) months for employees who are permanently laid off. Employees may continue to participate in the benefit plan for an additional three (3) month period provided they pay the full premium for the three months.

16.06 The Employer and the Union both recognize their obligation to facilitate the safe return to work of disabled employees in accordance with the Human Rights Code. If an employee has been on an approved leave due to disability and the Employer approves the return to work of that employee on a modified basis to address medically-determined restrictions, the Employer may schedule an initial meeting with the employee upon his or her return for the purpose of discussing the modifications, restrictions and terms and conditions of the return. An employee shall be entitled to have a union steward present at such initial meeting and may request to be present at any subsequent meetings to discuss any changes to the modifications, restrictions and terms and conditions of the return to work. The Employer shall notify the employee of this right in advance.

16.07 Employees who continue to work past the age of sixty-five (65) up to the age of seventy (70) shall be able to continue participation in 16.02 (a) and (c) above. In addition, the employee will be able to participate in the life insurance plan as outlined in 16.02 (b) above, but not long-term disability or accidental death and dismemberment. Employees who continue to work past the age of seventy (70) shall be paid the percentage in lieu of fringe benefits as set out in Article 16.02 of the PTU agreement, for all of the items covered under that Article.

## **ARTICLE 17 – LEAVES OF ABSENCE**

17.01 a) It is expressly understood that employees will not absent themselves from work without first making proper application for and obtaining the Employer's approval to do so.

b) Leave of absence shall, except in emergency situations rendering it impractical for the employee to do so, be applied for in writing and permission for such leaves shall also be in writing. In emergency situations where it is not possible for a written application to be made the employee shall notify the Employer of her request for a leave of absence with or without pay and obtain her immediate supervisor's consent thereto at the earliest possible time.

c) It is recognized that leave of absence must not interfere with the normal operations of the Employer or of the employee's department, but permission for leave of absence with or without pay for personal reasons, including illness or accident, shall not be unreasonably withheld. A leave of absence may not be used for vacation purposes.

d) An employee absent with written permission shall not be considered to be laid-off and her seniority shall continue to accumulate for a period of not more than twenty (20) working shifts during the leave of absence. Except as expressly provided elsewhere in this Agreement, seniority shall not accumulate during the balance of any leave of absence in excess of twenty (20) working shifts.

17.02 a) Union Leave

Subject to the foregoing and requests in writing being made not less than ten (10) working shifts prior to the commencement of each leave of absence, the Employer will grant leave of absence without pay for periods not to exceed, in the aggregate, eighty-five (85) working shifts per calendar year to permit employees selected by the Union to attend union conferences, seminars and training courses. During such leave of absence, the employee(s) salary and applicable benefits shall be maintained by the

Employer, and the Union agrees to reimburse the Employer the full cost of such salary and applicable benefits.

b) Leave for the President

An employee who is elected to the position of President of COPE, Local 550, shall be granted upon request such leave(s) of absence of fifty-five (55) working days per calendar year to fulfill the duties of the position. Reasonable notice - sufficient to adequately allow the Employer to minimize disruption of its service shall be given. There shall be no loss of seniority or service for the employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union Leave provided in Article 17.02 (a) above. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits.

17.03 Educational Leave

The Employer may, at its sole discretion, grant a leave of absence with or without pay to an employee for educational purposes.

Where employees are required by the Employer to take courses, the Employer shall pay one hundred percent (100%) of the tuition and shall pay the employees their regular pay for time during the instruction of the courses. Such time shall not be counted for calculation of overtime.

17.04 Pregnancy and Parental Leave

a) Pregnancy Leave

1. An employee who has been employed by the Employer for a period of at least thirteen (13) weeks immediately preceding the expected birth date shall be entitled, upon her application, to a pregnancy leave of absence without pay commencing during the period of seventeen (17) weeks immediately preceding the expected birth date.
2. The pregnancy leave of an employee
  - i) who is entitled to parental leave, ends seventeen (17) weeks after the pregnancy leave began;
  - ii) who is not entitled to parental leave, ends seventeen (17) weeks after the pregnancy leave began;
    - (ii.1) the day that is seventeen (17) weeks after the pregnancy

leave began; or

(ii.2) the day that is six (6) weeks after the birth, still-birth or miscarriage.

3. The above noted pregnancy leave may be shorter than seventeen (17) weeks if the employee gives the Employer at least four (4) weeks written notice of the day the employee intends to return to work.
4. The employee must give the Employer at least two weeks written notice of the date the pregnancy leave is to begin and a certificate of a legally qualified medical practitioner stating the expected birth date.
5. Paragraph 4 does not apply in the event that the employee stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth. In such case, the employee must within two (2) weeks of stopping work, give the Employer written notice of the date the pregnancy leave began or is to begin and must give a certificate from a legally qualified medical practitioner that
  - i) in the event the employee stopped working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
  - ii) in the event of birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.
6. An employee who has given notice
  - i) to begin pregnancy leave may change the notice to an earlier date if the employee gives the Employer at least two (2) weeks written notice before the earlier date or to a later date if the employee gives the Employer at least two (2) weeks written notice before the leave was to begin.
  - ii) to end pregnancy leave may change it to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date or to a later date if the employee gives the Employer at least four (4) weeks written notice before the date leave was to end.

b) Parental Leave

1. Parental leave shall be granted for up to sixty-one (61) weeks duration (sixty-three (63) when pregnancy leave is not taken) in accordance with the Employment Standards Act. An employee is eligible for a parental leave who is the natural father or is an adoptive parent.
2. Parental leave ends sixty-one 61 weeks (sixty-three (63) where pregnancy leave is not also taken) after it began or on an earlier day if the employee gives the Employer written notice. The employee shall give the Employer at least four (4) weeks written notice of that date.
3. Such parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the employee parent for the first time.
4. The employee must give the Employer at least two (2) weeks written notice of the date the parental leave is to begin. The employee need not give such notice in the event the employee who is the parent stops working because the child comes into the custody, care and control of the employee for the first time sooner than expected. In such case, the parental leave begins on the day the employee stops working provided that the employee gives the Employer notice in writing that the employee wishes to take parental leave within two (2) weeks of stopping work.
5. An employee who has given notice
  - i) to begin parental leave may change the notice to an earlier date if the employee gives the Employer at least two (2) weeks written notice before the earlier date or to a later date if the employee gives the Employer at least two (2) weeks written notice before the leave was to begin.
  - ii) to end parental leave may change it to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date or to a later date if the employee gives the Employer at least four (4) weeks written notice before the date leave was to end.

c) Employee Benefits

1. An employee

- i) who elects not to participate in the benefit plans specified by Article 16 - BENEFITS and
- ii) who elects not to contribute his or her contribution towards the premium costs of the said benefit plans

shall advise the Employer in writing at the same time as he or she initially advises the Employer in writing of the date the pregnancy or parental leave is to begin.

Subject to paragraph 2 below, an employee who fails to so advise the Employer in writing will be deemed to elect to participate in the said benefit plans and will be deemed to agree to pay his or her contribution towards the premium costs of the said benefit plans.

2. An employee who elects or is deemed to elect to participate in the benefit plans during the pregnancy or parental leave shall pay to the Employer his or her full contribution owing at least one (1) week in advance of the first of each month of coverage as a condition for participation in the said benefit plans and for the Employer paying its contribution of the premium costs for the said benefit plans.

- d) Seniority

Seniority continues to accrue during pregnancy leave or parental leave.

- e) Reinstatement

1. Subject to paragraph 3 below, the Employer shall reinstate the employee who has taken pregnancy leave or parental leave when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not. An employee who would have been laid-off but for the pregnancy or parental leave is subject to lay-off.
2. If the Employer's operations are suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Employer shall reinstate the employee, when the operations resume, in accordance with the recall provisions of the Collective Agreement.
3. The Employer shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee was most recently paid by the Employer or the wages that the employee would be earning had the employee worked throughout the leave.

f) Sanctions

The Employer shall not intimidate, discipline, suspend, lay-off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or pregnancy leave.

17.05 Employer's Supplemental Employment Benefit Plan (SUB)

1. Upon confirmation by Human Resources and Skills Development Canada (HRSDC) of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, an employee who is on pregnancy leave as provided under this agreement who has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) of her regular weekly earnings and the sum of her weekly EI benefits and any other earnings.
2. Such payment shall commence following completion of the one (1) week EI waiting period, and receipt by the Employer of the employee's EI cheque stub as proof that she is in receipt of EI pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular hourly rate on her last day worked prior to the employee's regular weekly earnings shall be determined by multiplying commencement of the leave times her normal weekly hours.
3. On confirmation by HRSDC of the appropriateness of the Employer's SUB plan, an employee who is on parental leave as provided under this agreement who has applied for and is in receipt of EI parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly EI benefits and any other earnings.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Standards Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Standards Act.

4. Such payment shall commence following completion of the one (1) week EI waiting period, and receipt by the Employer of the employee's EI cheque stub as proof that she is in receipt of EI parental benefits and shall continue

while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

5. The employee does not have any vested right except to receive payments for the covered unemployment period(s). The plan(s) provide that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

17.06 Bereavement Leave

An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of regular pay for the bereavement of a spouse, parent, child, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law. "Spouse", for the purposes of bereavement leave includes a partner of the same sex and common law relationships.

Notwithstanding the above, employees will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding five (5) days in total, in order to accommodate religious and cultural diversity

An employee shall be granted a one (1) day bereavement leave without loss of regular pay to attend the funeral or memorial service (or equivalent) of a person with whom the employee had a significant personal relationship.

The Employer, in its discretion, may provide bereavement leave with pay to attend the funeral (or equivalent), in the event of bereavement of a person outside the above noted scope of coverage.

17.07 An employee may take an additional leave of absence without pay up to five (5) calendar days immediately following the leave in 17.06 for any of the above bereavements.

17.08 Sick Leave

An employee absent due to sickness or disability shall notify her supervisor or a representative of the Employer within her department of her inability to report to work and shall, at the time of notification, indicate the probable duration of the absence. Such notification shall be made no later than one (1) hour after the start of the employee's scheduled shift and the Employer shall not be required to pay for time lost due to sickness or disability when such timely notification of absence and probable duration has not been given. The Employer will not be required to pay for any time lost due to sickness or disability after the reported probable

duration of the absence unless prior to such time, the employee advises the supervisor or a representative of the Employer within her department of her inability to report to work and the probable duration of the absence. Such notification must be made by the employee unless the nature of the sickness or disability makes this impossible and this can be corroborated to the satisfaction of the Employer.

An employee returning to work following an absence due to sickness or disability shall notify her supervisor or a representative of the Employer within her department as far in advance as possible, but not less than one (1) hour prior to her return to work if she has been absent for less than two (2) working days, twelve (12) hours if she has been absent two (2) working days or more but less than eleven (11) working days, and forty-eight (48) hours if she has been absent eleven (11) working days or more. The Employer reserves the right to require medical evidence during the employee's absence notifying the expected date of return.

17.09 Family Emergency Leave

Subject to the provisions of Article 17.01, an employee shall be granted up to five (5) days leave per calendar year for the purpose of arranging for the care of a spouse, dependants, or parents, or to accompany them in cases of a medical emergency. For each hour of leave under this provision, the employee may choose to use accrued paid time, such as lieu time, or a leave of absence without pay, if accrued paid time is not available. For the purpose of Article 17.09 Short-Term Sick Leave benefits as outlined in Article 16.04 are not accrued paid time.

17.10 An employee is entitled to the unpaid leaves of absence listed in the Employment Standards Act, 2000 as amended from time to time. The current list includes the following and the terms and conditions of these leaves will be in accordance with the Employment Standards Act, 2000:

- Family Medical Leave
- Organ Donor Leave
- Reservist Leave
- Family Caregiver Leave
- Critical Illness Leave
- Child Death Leave
- Crime Related and Disappearance Leave
- Family Responsibility Leave
- Emergency Leave
- Domestic or Sexual Violence Leave

17.11 Pre-Paid Leave

The Employer agrees to the following leave subject to the following terms:

1. The leave is available to an employee wishing to take a one (1) year unpaid leave of absence following a four (4) year work period. The employee has sole accountability for the financing of such a leave as the Employer will not fund, manage or bear responsibility for any moneys on the behalf of the employee.
2. Employees must make written application to the Employer requesting permission for the leave.
3. The Employer shall respond to a request for such leave within thirty (30) days following receipt of the request, in writing.
4. Service and seniority shall be retained during the period of the leave.
5. Upon return from such a leave the employee shall be reinstated to a comparable position.
6. An employee on such leave shall become responsible for the full payment of premiums for any health and welfare plans in which they are participating for the period of the leave.

**17.12 Jury Duty and Witness Pay**

An employee who is obliged to attend and attends for jury duty or who is subpoenaed as a witness in a court proceeding will be paid the difference between the amounts she receives for such jury duty or attendance as a subpoenaed witness at regular straight pay while so serving provided she attends for jury duty or subpoenaed as a witness on the day for which she would otherwise be scheduled to work and unless the employee's appearance results from activities, other than for the Employer, for which she receives compensation.

If the employee's attendance as a juror or witness exceeds two-thirds (2/3) a scheduled shift on a day of service, she will not be required to report for work.

The Employer shall be provided with proof of the employee's service as a juror or a subpoenaed witness and the amounts received by the employee in respect thereof. Failure to tender such documentation will result in the employee being disentitled from compensation under this article.

**ARTICLE 18 – TERMINATION OF EMPLOYMENT**

Except where an employee is terminated for cause by the Employer she shall be entitled to notice or pay in lieu thereof as may be required by the Employment Standards Act.

## **ARTICLE 19 – TRANSPORTATION POLICY**

- 19.01    a) An employee who is required as a condition of employment to provide a car for the performance of her duties will be reimbursed for the use of her car at the rate of fifty cents (50¢) per kilometre of business use driven in a month.
- b) Any other employee, who is not required to drive a car as a condition of employment, will be reimbursed for transportation expense in one of the following ways:
  - i) An employee who drives her own car will be reimbursed on a mileage basis at fifty cents (50¢) per kilometre of business use; and
  - ii) The cost of public transportation or authorized taxi service as required by any employee while on duty for the performance of her duties will be paid by the Employer.

19.02 All employees are responsible for providing the expense of transportation coming on or going off duty. Parking expenses incurred for home visits and approved meetings will be paid for by the Employer.

19.03 Employees who are required to travel from one place of work to another during the course of their normal work day shall be paid their straight-time pay for the travel time involved and shall receive reimbursement for the distance traveled in accordance with the provisions of Article 19.01. In the event that a PTO, PTU, casual or temporary employee who was scheduled for a day-off is required by the Employer to attend at the Employer's office or another location specified by the Employer for a meeting convened at the request or direction of the Employer with the result that the employee does not have the full scheduled day-off, she shall receive straight-time pay and reimbursement for travel expense in accordance with Article 19.01 in respect of the travel time and distance between the closer of (i) her home and (ii) the boundary of the City of Toronto closest to her home and the place of the meeting, together with straight-time pay for the time spent at the meeting.

19.04 The calculation of the mileage allowance will be based on the first home visit or the last home visit.

## **ARTICLE 20 – TECHNOLOGICAL CHANGE**

20.01 The Employer agrees to notify the Union thirty (30) days if practicable, in advance of any technological changes the Employer has decided to introduce which will directly result in a lay-off of employees within the bargaining unit. Lay-off does not include a reduction of hours.

## ARTICLE 21 – PERFORMANCE APPRAISAL

21.01 Each employee shall be entitled to a copy of her performance appraisal upon request on completion of each appraisal. The appraisal form shall indicate that the employee shall be so entitled, upon request. It is agreed that performance appraisals do not constitute discipline.

21.02 Disciplinary Notations

A disciplinary notation shall be removed from an employee's file provided the employee has been discipline free for a period of eighteen (18) months.

21.03 Upon written request to Human Resources, an appointment will be made within a reasonable period of time for an employee to review her employee file.

## ARTICLE 22 – HEALTH AND SAFETY

22.01 The parties agree that they mutually desire to maintain standards of safety and health in order to prevent occupational accidents, injury and illness. The parties agree to promote health and safety throughout the organization. The Employer shall provide orientation and training in health and safety to new and current Employees on an ongoing basis.

- 22.02
  - a) There shall be a Joint Health and Safety Committee. The Committee shall meet quarterly and more frequently as agreed.
  - b) Such Committee shall identify potential dangers and hazards, institute means of improving health and safety programs, and recommend actions to be taken to improve conditions related to occupational health and safety.
  - c) The Employer agrees to cooperate reasonably in providing necessary information to enable the Committee to fulfill its functions. The Committee shall respect the confidentiality of the information.
  - d) The Employer will train certified workers in accordance with Section 9.12 of the Occupational Health and Safety Act.
  - e) The parties may utilize video or teleconferencing services for the purposes of committee members attending committee meetings, where appropriate and available. Neither party can unreasonably deny an initiative to utilize video or teleconferencing services.

22.03 The Union representative of the Joint Health and Safety Committee will be notified of an inspection by a government Occupational Health and Safety Inspector and have the right to accompany him/her on the inspection.

- 22.04 The Employer and the Union shall adhere to the Occupational Health and Safety Act and the Employer shall take every precaution reasonable in the circumstances for the protection of a worker. [Occupational Health and Safety Act, s. 25(2)(h)].
- 22.05 The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- 22.06 The Employer will ensure adequate stocks of personal protective equipment to be made available to Employees in the event there are reasonable indications of the emergence of a pandemic.
- 22.07 The parties are fully committed to addressing workplace violence and workplace harassment in accordance with the provisions of the Occupational Health and Safety Act.

## **ARTICLE 23 – GENERAL**

- 23.01 **Gender Neutral Language**  
Whenever the feminine pronoun used in this Agreement, it shall include the masculine and non-binary pronoun and vice-versa where the context so requires. Where the singular is used, it will be deemed to mean plural and vice-versa.
- 23.02 The Employer will arrange the printing of the Collective Agreement and will share equally with the Union any cost of printing.
- 23.03 The Employer shall provide each employee and the Union with a copy of the information booklets outlining the details of the benefits plans referred to in Article 16.
- 23.04 Prior to effecting any changes in rules or policies which significantly affect the terms and conditions of employment covered by this agreement, the Employer shall advise the Union and provide copies to the Union.
- 23.05 **Pay Day**

Employees will be paid on a bi-weekly basis every second Thursday by direct deposit to the employee's account. In the event the bi-weekly pay day changes, the Employer shall provide the Union with at least thirty (30) calendar days written notice of the change in pay day.

## **ARTICLE 24 – NO STRIKES OR LOCKOUTS**

- 24.01 The Union and the employees agree that there shall be no strikes as defined in

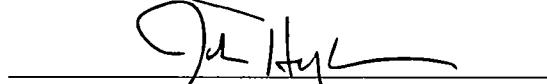
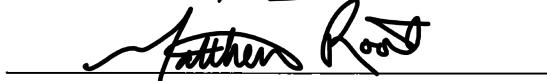
the Ontario Labour Relations Act during the term of the collective agreement. Similarly, the Employer agrees that there shall be no lockouts as defined in the Ontario Labour Relations Act during the term of the collective agreement.

## **ARTICLE 25 – DURATION**

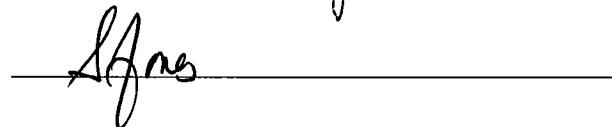
- 25.01 This Agreement shall become effective (except as provided herein) on the date of ratification and shall expire on July 7, 2025.
- 25.02 Within ninety (90) days prior to the expiry date, either party may advise the other of its desire to commence negotiations for a new Agreement to take effect after expiry of this Agreement.
- 25.03 Upon such notice being given the parties shall agree upon a date of the first meeting to be held within twenty (20) working days of the receipt of the notice.
- 25.04 Notwithstanding that the term of this Agreement commenced prior to the date of this execution it is expressly understood and agreed that:
  - a) the salaries provided for in Appendix "A" shall be payable only in accordance with the provision of Article 15.01;
  - b) all revisions and additions to re-existing practices, policies and benefits shall be effective only from the date on which the Employer receives notice from the Union of the ratification of the terms of this Agreement and of its willingness to execute this Agreement unless otherwise expressly provided;
  - c) the retroactive application of this Agreement shall not create any obligations or liability for or on the part of the Employer or any rights or entitlement for any employee prior to the date on which the Employer receives notice from the Union of the ratification of the terms of this Agreement beyond the obligations, liabilities, rights or entitlements which in fact existed prior to this date and apart from its provisions; and
  - d) no grievance shall be brought in respect of an act or omission by or on the part or on behalf of the Employer prior to receipt by the Employer of notice from the Union of the ratification of this Agreement and its willingness to execute this Agreement.

DATED at Toronto, Ontario this 14<sup>TH</sup> DAY OF MAY, 2025

FOR CANADIAN OFFICE &  
PROFESSIONAL EMPLOYEE'S  
UNION (COPE), LOCAL 550

  
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FOR TORONTO CENTRAL LOCAL  
HEALTH INTEGRATION NETWORK

  
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## APPENDIX "A"

Salary Grids

Effective from July 8, 2021

PAY BAND	CLASSIFICATION	START	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	TA-Finance	40,494.08	42,612.51	44,730.72	46,849.15	48,942.78	
	TA-Scheduler	1,557.46	1,638.94	1,720.41	1,801.89	1,882.41	
		22.2495	23.4135	24.5773	25.7413	26.8916	
2	TA-District; TA-ABI; TA-CSC; TA-C&F; TA-HPC Net; TA-Reception; TA- Facilities TA-Placement; TA-Financial Analysis; Facilities Coordinator	42,440.07	44,459.77	46,504.27	48,523.97	50,568.46	
		1,632.31	1,709.99	1,788.63	1,866.31	1,944.94	
		23.3187	24.4284	25.5518	26.6615	27.7849	
3	Health Records Technician	54,030.25	56,174.86	58,319.47	60,464.29	62,608.91	
		2,078.09	2,160.57	2,243.06	2,325.55	2,408.03	
		29.6870	30.8653	32.0437	33.2221	34.4005	
4	(Empty)	(empty)	(empty)	(empty)	(empty)	(empty)	(empty)
5	Care Coordinator	73,077.56	76,119.39	79,186.53	81,308.03	83,378.48	85,321.02
		2,810.68	2,927.67	3,045.64	3,127.23	3,206.86	3,281.58
		40.1525	41.8238	43.5091	44.6747	45.8123	46.8797
6	Nurse	75,185.19	78,227.02	81,294.15	83,415.66	85,486.10	87,428.65
		2,891.74	3,008.73	3,126.70	3,208.29	3,287.93	3,362.64
		41.3105	42.9819	44.6671	45.8328	46.9704	48.0377

Effective from July 8, 2022

PAY BAND	CLASSIFICATION	START	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	TA-Finance	41,708.90	43,890.89	46,072.64	48,254.62	50,411.07	
	TA-Scheduler	1,604.19	1,688.11	1,772.02	1,855.95	1,938.89	
		22.9170	24.1159	25.3146	26.5135	27.6984	
2	TA-District; TA-ABI; TA-CSC; TA-C&F; TA-HPC Net; TA-Reception; TA- Facilities TA-Placement; TA-Financial Analysis; Facilities Coordinator	43,713.27	45,793.56	47,899.40	49,979.69	52,085.52	
		1,681.28	1,761.29	1,842.28	1,922.30	2,003.29	
		24.0183	25.1613	26.3183	27.4614	28.6184	
3	Health Records Technician	55,651.16	57,860.10	60,069.06	62,278.22	64,487.17	
		2,140.43	2,225.39	2,310.35	2,395.32	2,480.28	
		30.5776	31.7913	33.0050	34.2188	35.4325	
4	(Empty)	(empty)	(empty)	(empty)	(empty)	(empty)	(empty)
5	Care Coordinator	75,269.89	78,402.98	81,562.12	83,747.28	85,879.83	87,880.66
		2,895.00	3,015.50	3,137.00	3,221.05	3,303.07	3,380.03
		41.3571	43.0786	44.8144	46.0150	47.1867	48.2861
6	Nurse	77,440.74	80,573.83	83,732.98	85,918.13	88,050.69	90,051.51
		2,978.49	3,098.99	3,220.50	3,304.54	3,386.56	3,463.52
		42.5499	44.2713	46.0071	47.2078	48.3795	49.4789

Effective from July 8, 2023

PAY BAND	CLASSIFICATION	START	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	TA-Finance	42,960.17	45,207.61	47,454.82	49,702.26	51,923.40	
	TA-Scheduler	1,652.31	1,738.75	1,825.19	1,911.63	1,997.05	
		23.6045	24.8393	26.0741	27.3089	28.5293	
2	TA-District; TA-ABI; TA-CSC; TA-C&F; TA-HPC Net; TA-Reception; TA- Facilities TA-Placement; TA-Financial Analysis; Facilities Coordinator	45,024.67	47,167.37	49,336.38	51,479.08	53,648.08	
		1,731.72	1,814.13	1,897.55	1,979.96	2,063.39	
		24.7388	25.9161	27.1079	28.2852	29.4770	
3	Health Records Technician	57,320.69	59,595.90	61,871.13	64,146.57	66,421.79	
		2,204.64	2,292.15	2,379.66	2,467.18	2,554.68	
		31.4949	32.7450	33.9951	35.2454	36.4955	
4	(Empty)	(empty)	(empty)	(empty)	(empty)	(empty)	(empty)
5	Care Coordinator	77,527.99	80,755.07	84,008.99	86,259.69	88,456.23	90,517.08
		2,981.85	3,105.96	3,231.11	3,317.68	3,402.16	3,481.43
		42.5978	44.3709	46.1588	47.3954	48.6023	49.7347
6	Nurse	79,763.97	82,991.05	86,244.97	88,495.67	90,692.21	92,753.06
		3,067.84	3,191.96	3,317.11	3,403.68	3,488.16	3,567.43
		43.8264	45.5995	47.3873	48.6240	49.8309	50.9632

**As per the Minutes of Settlement dated June 12, 2024:**

PAY BAND	CLASSIFICATION	Effective from July 8, 2024					
		START	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6
1	TA-Finance	44,248.98	46,563.84	48,878.46	51,193.33	53,481.10	
	TA-Scheduler	1,701.88	1,790.92	1,879.94	1,968.97	2,056.97	
		24.3126	25.5845	26.8563	28.1282	29.3852	
2	TA-District; TA-ABI; TA-CSC;	46,375.41	48,582.39	50,816.47	53,023.45	55,257.52	
	TA-C&F; TA-HPC Net;	1,783.67	1,868.55	1,954.48	2,039.36	2,125.29	
	TA-Reception; TA- Facilities	25.4810	26.6936	27.9211	29.1338	30.3613	
	TA-Placement; TA-Financial Analysis; Facilities Coordinator						
3	Health Records Technician	59,040.31	61,383.78	63,727.26	66,070.96	68,414.44	
		2,270.78	2,360.91	2,451.05	2,541.19	2,631.32	
		32.4397	33.7274	35.0150	36.3027	37.5904	
4	(Empty)	(empty)	(empty)	(empty)	(empty)	(empty)	(empty)
5	Care Coordinator	79,853.82	83,177.72	86,529.26	88,847.48	91,109.91	93,232.59
		3,071.30	3,199.14	3,328.05	3,417.21	3,504.23	3,585.87
		43.8757	45.7020	47.5435	48.8173	50.0604	51.2267
6	Nurse	82,156.89	85,480.78	88,832.32	91,150.54	93,412.97	95,535.65
		3,159.88	3,287.72	3,416.63	3,505.79	3,592.81	3,674.45
		45.1411	46.9675	48.8090	50.0827	51.3258	52.4921

**APPENDIX "B"****TORONTO LOCAL HEALTH INTEGRATION NETWORK****CLASSIFICATIONS - POSITIONS COVERED BY THE COLLECTIVE AGREEMENT**

<b>Band</b>	<b>Incumbent Classifications</b>
<b>1</b>	<b>TA – Scheduler; Finance</b>
<b>2</b>	<b>TA – Office Administration; Projects &amp; Operations; Placement; I&amp;R; Financial Analysis; Client Services Facilities Coordinator</b>
<b>3</b>	<b>Health Records Technician</b>
<b>4</b>	<b>Empty</b>
<b>5</b>	<b>Care Coordinator</b>
<b>6</b>	<b>Nurse</b>

**LETTER OF UNDERSTANDING NO. 1****between****THE TORONTO CENTRAL LOCAL HEALTH INTEGRATION NETWORK  
(the Employer)****and****CANADIAN OFFICE & PROFESSIONAL EMPLOYEE'S UNION, LOCAL 550  
(the Union)**

During the life of this agreement, the Employer's Comprehensive Medical Protection Plan shall include coverage for the following:

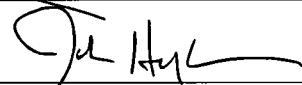
1. Physiotherapy benefits to a maximum of five hundred dollars (\$500.00) per covered person per calendar year. There shall be no maximum charge per visit (medical certificate required).
2. Chiropractic, osteopath, podiatrist, chiropodist, and naturopath to a total cumulative maximum for all such services of three hundred dollars (\$300.00) per person per calendar year. There shall be no maximum charge per visit.
3. Speech pathologist to a maximum of two hundred dollars (\$200.00) per covered person per calendar year. There shall be no maximum charge per visit.
4. Clinical psychologist, and effective March 1, 2024, registered psychotherapist, and social worker (MSW), to a total cumulative maximum of two hundred dollars (\$200.00) per covered person per calendar year. There shall be no maximum charge per visit.
5. Massage therapy to a maximum of two hundred dollars (\$200.00) per covered person per calendar year. There shall be no maximum charge per visit (medical certificate required).
6. Eye examination to a maximum of fifty dollars (\$50.00) per covered person every consecutive twenty-four (24) month period.

7. Reimbursement for prescribed drugs covered by the plan will be based on the cost of the lowest priced therapeutically equivalent generic version of the drug, unless there is a documented adverse reaction to the generic drug or unless the beneficiary's doctor certifies (in keeping with Health Canada requirements) that the generic drug is not an alternative, in which case the reimbursement will be the prescribed drug.

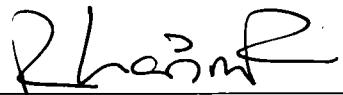
There shall be no change to the Plan's definition of "covered person" during the life of the agreement.

DATED at Toronto, Ontario this 14<sup>th</sup> DAY OF MAY, 2025.

FOR CANADIAN OFFICE &  
PROFESSIONAL EMPLOYEE'S  
UNION (COPE), LOCAL 550


FOR TORONTO CENTRAL LOCAL  
HEALTH INTEGRATION NETWORK

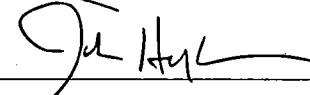
  
  


**LETTER OF UNDERSTANDING No.2**

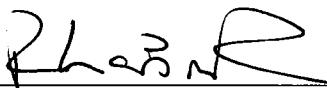
The Employer agrees that all employees who are entitled to benefits in accordance with the collective agreement will have private coverage for the term of this agreement.

DATED at Toronto, Ontario this 14<sup>TH</sup> DAY OF MAY, 2025.

FOR CANADIAN OFFICE &  
PROFESSIONAL EMPLOYEE'S  
UNION (COPE), LOCAL 550


FOR TORONTO CENTRAL LOCAL  
HEALTH INTEGRATION NETWORK


**LETTER OF UNDERSTANDING NO.3**

The parties agree that if a complaint concerning workload arises, the complaint shall be dealt with in the following manner.

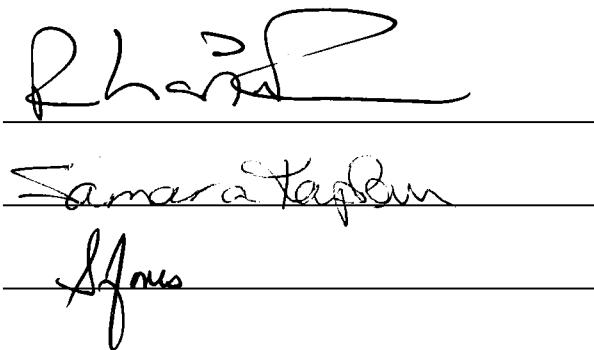
The complaint may be referred to the Employee/Management Committee at their next regularly scheduled meeting for good faith discussion.

DATED at Toronto, Ontario this 14<sup>th</sup> DAY OF MAY, 2025.

FOR CANADIAN OFFICE &  
PROFESSIONAL EMPLOYEE'S  
UNION (COPE), LOCAL 550

FOR TORONTO CENTRAL LOCAL  
HEALTH INTEGRATION NETWORK

  
K. [Signature]  
J. [Signature]  
L. [Signature]  
B. [Signature]  
M. [Signature]

  
R. [Signature]  
S. [Signature]  
J. [Signature]

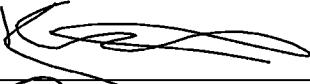
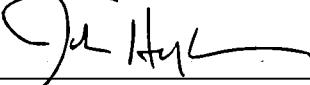
**LETTER OF UNDERSTANDING NO.4**

The Employer agrees that its present practice is to provide cell phones to Care Coordinators who work in the community.

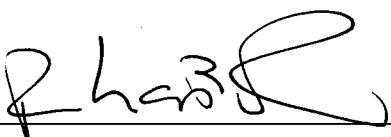
The Employer will continue to provide this business tool, or an appropriate alternative, for the term of the agreement.

DATED at Toronto, Ontario this 14<sup>TH</sup> DAY OF MAY, 2025.

**FOR CANADIAN OFFICE &  
PROFESSIONAL EMPLOYEE'S  
UNION (COPE), LOCAL 550**


**FOR TORONTO CENTRAL LOCAL  
HEALTH INTEGRATION NETWORK**


## **PART II - PART-TIME UNDER (PTU) EMPLOYEES**

### **ARTICLE 26 – GENERAL**

- 26.01 The terms and conditions of employment of Part-Time Under (PTU) employees (as defined in Article A in Part I) are solely as expressly stated in this Part.
- 26.02 In the event of any inconsistency between the terms and conditions expressly stated in this Part and any of the other provisions of this collective agreement, the terms and conditions expressly stated in this Part shall govern in regards to Part-Time Under employees.

### **ARTICLE 27 – PART 1 PROVISIONS INCORPORATED**

- 27.01 The Preamble, Article A and the following provisions of Part I of the collective agreement shall be incorporated into this Part, subject to the express provisions set out below:

Article 1.02, 1.03, 1.05 [Not Articles 1.01, 1.04 – not replaced]

Article 2 (Relationship)

Article 3 (Management Rights)

Article 4 (Bulletin Boards)

[Not Article 5 (PTO Employees)]

[Not Article 6 - Probationary Employees: replaced by the following:]

### **ARTICLE 6 – PROBATIONARY EMPLOYEES**

- 6.01 a) Every person who is covered by the terms of this Part of the Agreement shall be on probation until she has actually worked for a period of service composed of six hundred and sixty-five (665) scheduled hours actually worked since the date of her last hiring as an employee of the Employer governed by this Collective Agreement (hereinafter called a “probationary period”). An employee who has not completed her probationary period shall have no seniority and shall not be included in any seniority list.
- b) The probationary period in respect of any employee may be extended for an additional probationary period or such lesser period of time as may be

agreed by the Employer and the Union. If such extension is agreed upon, the employee's probationary period shall be taken, for all purposes (including, in particular, the purposes of Articles 3.01 (c), 7.06 and 9.02), to include the initial period and the extended probationary period.

- c) The probationary period will be waived for any full-time, PTO, PTU, temporary or casual employee who is hired as an employee governed by this Part of the Collective Agreement and who has already completed the probationary period specified in Article 6.01(a) in this Part in the same classification.

6.02 A probationary employee shall receive all the benefits of this Agreement not otherwise excluded and provided that she fulfils the time limits applicable to any terms and conditions of employment set out herein during her probationary period, but for greater certainty the dismissal of a probationary employee during her probationary period, regardless of cause, shall not be made the subject matter of a grievance or submitted to arbitration by the Union or otherwise.

Article 7 (Grievance Procedure and Arbitration)

Article 8 (Seniority)

Article 9 (Job Posting and Transfer)

Article 10 (Hours of Work)

[Not Article 11 (Job Sharing) - not replaced]

Article 12 (Layoff and Recall) [except NOT 12.07(e) regarding benefits continuation]

Article 13 (Holidays) except NOT 13.03 and 13.04

[Not Article 14 (Vacations): replaced by the following:]

#### **ARTICLE 14 – VACATIONS**

- 14.01 The vacation year will be defined as a twelve (12) month period commencing the date of hire.
- 14.02 Employees shall be entitled to take vacation only after completion of their probationary period.
- 14.03 PTU employees shall take an annual vacation of at least two (2) calendar weeks for which they shall receive pay as follows:

<ul style="list-style-type: none"> <li>a) Less than one (1) year of continuous service</li> <li>b) One (1) or more years of continuous service but less than fifteen (15) years of continuous service</li> <li>c) Fifteen (15) years of continuous service but less than twenty (20) years of continuous service.....</li> <li>d) Twenty (20) years of continuous service but less than twenty seven (27) years of continuous service.....</li> <li>e) Twenty seven (27) or more years of continuous service</li> </ul>	<ul style="list-style-type: none"> <li>four percent (4%) of the employee's wages in the period preceding the vacation.</li> <li>eight percent (8%) of the employee's wages in the twelve (12) months prior to the vacation year.</li> <li>ten percent (10%) of the employee's wages in the twelve (12) months prior to the vacation year</li> <li>twelve percent (12%) of the employee's wages in the twelve (12) months prior to the vacation year.</li> <li>fourteen percent (14%) of the employee's wages in the twelve (12) months prior to the vacation year.</li> </ul>
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14.04 Subject to Articles 14.06 and 14.07 in this Part, vacations for PTU employees may be cumulative from one vacation year to the subsequent vacation year, provided accumulated vacations will be forfeited once and to the extent that such accumulation exceeds six (6) weeks. Such forfeiture shall not apply in the instance where an employee has taken pregnancy/parental, sick/disability or other approved leaves of absence that cause the employee to accumulate vacation exceeding six (6) weeks. If a PTU employee wishes to carry over vacation from one vacation year to a subsequent vacation year so that the employee will have accumulated in excess of six (6) calendar weeks, she may do so at the sole discretion of the Employer.

It is understood that all employees must take a minimum of two (2) weeks vacation during each vacation year.

14.05 Payment of vacation pay to PTU employees shall be made on the regular pay days. Vacation pay shall not form part of the regular hourly wages and shall not be included for the purpose of computing any premium or overtime payments.

14.06 Scheduling

All vacation requests and scheduling will be based upon the needs of each Department, District or Program. Employees will submit vacation requests via QHRNet. For the peak periods identified below, the Employer shall determine

the number of employees in each Department, District or Program who may be permitted to be absent on vacation over the same period of time. The Employer will then post this information along with a blank schedule in the time prescribed below. Employees may register their vacation requests on the posted blank schedule. The registered vacation on a blank schedule is exempt from the approval process. Vacation requests will be confirmed by the Employer in the time set out below.

In the event that the number of employees in a Department, District or Program requesting vacation for or during part of such periods exceeds the number which the Employer has determined might be permitted vacation at that time, seniority will govern. The exceptions to the foregoing are the peak periods of Christmas and New Year's where priority will be given, unless mutually agreed otherwise, in the order of seniority, to those employees who did not have vacation during the same peak period in the preceding vacation year.

<b>PEAK PERIOD</b>	<b>EMPLOYER IDENTIFIES NUMBER OF EMPLOYEES OFF AND POSTS BLANK SCHEDULED BY:</b>	<b>EMPLOYEES REGISTER VACATION REQUESTS BY:</b>	<b>FINAL CONFIRMATION OF VACATION BY EMPLOYER:</b>
<b>SUMMER</b> (eight weeks preceding Labour Day)	March 1st	April 1st	April 15th
<b>CHRISTMAS</b> (week preceding December 25th) <b>NEW YEAR'S</b> (week following December 25th)	June 1st	July 1st	July 15th
<b>MARCH BREAK</b>	September 30th	October 31st	November 6th

For all other non-peak times, vacation requests are to be submitted one (1) month or more in advance and the Employer will respond within one (1) week of receipt. In the event that the number of employees requesting vacation for or during any part of the same period exceeds the number which the Employer has determined might be permitted vacation at that time, priority will be given to the requests that were received first.

## Article 15 (Salaries)

[Not Article 16 (Benefits): replaced by the following:]

**ARTICLE 16 – BENEFITS**

16.01 Except with regard to coverage required by the Workplace Safety and Insurance Act, the benefits provided for herein are the exclusive benefits provided for PTU employees and the Employer shall have no obligation to furnish benefits or to contribute to the costs thereof or to pay compensation in lieu thereof to any PTU employees.

16.02 PTU employees shall receive a premium of twelve percent (12%) of their regular straight time hourly rate for each hour worked in lieu of comprehensive medical protection, long term disability, life insurance, accidental death and dismemberment, insurance, dental plan, and pension plan.

PTU employees participating in the pension plan shall receive a premium of eight percent (8 %) of their regular straight time hourly rate for each hour worked in lieu of comprehensive medical protection, long term disability, life insurance, accidental death and dismemberment, insurance, dental plan.

16.03 The Employer agrees to continue to pay one hundred percent (100%) of the premium cost of professional liability insurance in respect of employees employed as Co-ordinators.

16.04 An employee who is absent from work as a result of illness or injury sustained at work and who has been awaiting approval of a claim for Workplace Safety and Insurance Benefits may apply to the employer for payment equivalent to the payment under the Short-Term Sick-Leave Plan. Payment under this Article will only be provided if the employee provides evidence of disability satisfactory to the employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by Workplace Safety and Insurance Benefits Board. If the claim for Workplace Safety and Insurance Benefits is not approved, the moneys paid as an advance will be applied towards the benefits to which the employee would be entitled under the Short-Term Sick-Leave plan. Any payment under this provision will continue for a maximum duration equal to that of the Short-Term Sick-Leave Plan.

16.05 Medical Examinations and Sickness/Disability Pay

a) Each prospective employee is required to submit a Health Examination Report completed to the satisfaction of the Employer prior to commencing employment or, if permitted by the Employer, within fourteen (14) days of

An employee who submits a vacation request for a non-peak period two (2) months or more in advance of the requested vacation shall receive a response to their request within two (2) weeks. In the event that the number of employees requesting vacation for or during any part of the same period exceeds the number which the Employer has determined might be permitted vacation at that time, priority will be given to the requests that were received first.

Cancelled vacation periods shall be offered to the most senior employee who has requested vacation for the same vacation period.

- 14.07 If a request is submitted otherwise than as required by Article 14.06 in this Part and in the event that the requested period is available after the allocation of the vacations for employees complying with Article 14.06 in this Part, it may be approved in the Employer's sole discretion.
- 14.08 Notwithstanding Articles 14.06 and 14.07, the Employer is not obligated to consider or grant in non-peak periods any vacation request that is made more than twelve (12) months in advance.
- 14.09 An employee who falls ill or suffers a disability during her vacation and provides medical certification satisfactory to the Employer of the illness or disability and its having extended for not less than five (5) days and precluded the employee from taking her vacation will, provided that she has notified the Employer of her circumstances immediately upon being taken ill or disability, be permitted to treat the period of illness or disability as a period of sick leave and to schedule a substitute vacation period later in the vacation year.
- 14.10 A PTU employee who ceases to be employed by the Employer shall be paid the greater of:
  - i) vacation pay as required by Section 38 of the Employment Standards Act; or
  - ii) vacation pay owing according to Article 14.03 in this Part.
- 14.11 Transfers:

An employee who transfers:

  - a) from full-time to PTO, PTU or casual or temporary status will be paid the value of her vacation outstanding as of the date of the transfer based on regular straight time pay.
  - b) from casual, temporary, PTO or PTU status to full-time will be paid the value of her vacation outstanding at the date of the transfer based on the formula applicable pursuant to Article 14.03 in this Part.

commencing employment. A tuberculin test shall be included in that initial health examination for those employees have face to face client contact and any negative reactors shall be followed up by annual tuberculin tests. Each employee shall satisfy the Employer of the performance of such tests and shall provide to the Employer satisfactory reports thereon. In addition, each employee who is found to have a positive tuberculin reaction shall have a chest x-ray annually and provide the Employer with satisfactory evidence.

- b) The Employer reserves the right to require medical evidence satisfactory to the Employer for purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to work.

An employee who has completed her probationary period shall not be required to provide a doctor's certificate for absences of two (2) working days or less provided such absences do not exceed three (3) instances in each twelve (12) month period.

Medical interviews or examinations by professionally qualified medical staff may be required under the following conditions:

- i) immediately following an accident which has occurred on the job.
- ii) after returning to work following an absence due to, sickness or disability.
- iii) When an employee wishes to leave work during working hours on account of sickness, or when the Employer has reason to believe that an employee should be sent home on account of sickness.
- iv) When requested by a supervisor or manager if the employee has been absent due to sickness more than three (3) times in the course of a twelve (12) month period.

In the event that the Employer is not satisfied with medical evidence or information submitted by or on behalf of an employee, the Employer and the Union shall have a meeting to discuss the need for an independent assessment. At this meeting, the Employer and the Union shall attempt to agree on a physician to perform the medical assessment. Where the parties are unable to agree, the Employer shall have the right to specify the physician to perform the medical assessment.

- c) Provided that she has complied with the foregoing an employee who has completed her probationary period will be entitled to benefits under the Short-Term Sick-Leave Plan (S.T.S.L.P.).

A P.T.U. employee will be entitled to the following sick-leave benefits in the event of absence due to disability (accident, sickness or disease):

- i) One hundred percent (100%) of regular salary will be continued for the number of sick-leave weeks (i.e. five (5) working days) accumulated under the former plan which stand to the employee's credit as of the date of illness.
- ii) Provided that the employee shall have exhausted all illness allowance accumulated under the former plan, one hundred percent (100%) of regular salary will be continued for a period not to exceed the number of weeks under Level 1 benefits in the attached schedule.
- iii) Sixty percent (60%) of regular salary, payable for a period which will not exceed twenty-four (24) weeks minus the number of weeks during which the employee receive full pay under paragraphs (i) and (ii) above.

For the purpose of determining the duration of the PTU employee's sick-leave payments, the employee will be credited with one (1) year of service for each sixteen hundred and ten (1610) hours worked.

Benefits will be paid for as many separate and distinct period of disability as may occur, but successive disabilities due to the same cause will be treated as a continuation of the original disability, unless the periods of absence are separated by a return to active employment for a three (3) month period.

For the purpose of the Short-Term Sick Leave Benefit Schedule (the "Schedule") the length of qualifying Home Care employment of each employee shall be determined as at July 1. For example, if a PTU employee has 2.5 years of qualifying employment as at July 1, she will be entitled for the period July 1 to June 30 to benefits based on three (3) years qualifying employment to a maximum of four (4) weeks under Level I and twenty (20) weeks under Level II on the Schedule.

#### **SHORT TERM SICK LEAVE BENEFIT SCHEDULE**

Length of Qualifying Home Care Employment	Weeks with Pay	LEVEL 1		LEVEL II	
		Full Basic Pay	Weeks with Basic Pay	60% of Basic Pay	60% of Basic Pay
3 months		01		23	
2 years		02		22	
3 years		04		20	
4 years		06		18	
5 years		08		16	

6 years	11	13
7 years	12	12
8 years	17	07
9 years	20	04
10 years	24	0

Article 17 (Leaves of Absence) [except NOT 17.04(c) (employee benefits) which is not replaced]

Article 18 (Termination of Employment)

Article 19 (Transportation Policy)

Article 20 (Technological Change)

Article 21 (Performance Appraisal)

Article 22 (Health and Safety)

Article 23 (General)

Article 24 (Strike/Lockout)

Article 25 (Duration)

Appendices A & B

[ONLY Letter of Understanding re Cell Phones applies to this Part]

## **PART III – CASUAL AND TEMPORARY EMPLOYEES**

### **ARTICLE 26 – GENERAL**

- 28.01 The terms and conditions of employment of casual and temporary employees (as defined in Article A in Part I) are solely as expressly stated in this Part.
- 28.02 In the event of any inconsistency between the terms and conditions of employment expressly stated in this Part and any of the other provisions of this collective agreement, the terms and conditions expressly stated in this Part shall govern in regards to casual and temporary employees.

### **ARTICLE 29 – PROVISIONS INCORPORATED**

- 27.01 The Preamble, Article A and the following provisions of Part I of the collective agreement shall be incorporated into this Part, subject to the express provisions set out below:

[NOT Article – replaced by the following:]

- 1.01 It is expressly recognized that, from time to time, the Employer utilizes the services of persons who are not directly employed by the Employer and are assigned or otherwise directed to the Employer for the purposes of internship, educational, training, rehabilitative or exchange programs and that such individuals are not encompassed by the bargaining unit defined in Article A.

It is expressly recognized that the Employer contracts from time to time with various health care agencies whose employees render services in association with the Employer and its employees. The employees of such agencies are not included in the bargaining unit defined in Article A and nothing in this Agreement shall limit the right of the Employer to continue in or to enter into such arrangements. The Employer agrees, however, that the services of the persons and agencies referred to in the foregoing paragraph will not be utilized to displace full-time employees now in the bargaining unit or to perform on a full-time basis work which is now performed exclusively by full-time employees in the bargaining unit.

Notwithstanding any other provision of this Collective Agreement, in the event the Employer chooses, in its sole discretion, to appoint an employee covered by this Part of the Collective Agreement, who is willing to be so appointed, to a temporary position, the employee assumes such position subject to the following:

- i) the Employer need not post for the vacancy and any subsequent vacancies created by the appointment, but may appoint either a temporary employee to the vacancy or the subsequently created vacancy, in which case the temporary employee will be subject to this Collective Agreement, or appoint another employee willing to be so appointed. The Employer will advise employees in the department where the initial vacancy occurs by departmental memorandum, of the position to be filled so that employees may express their interest in filling the position as described above. Failure to advise will not render the appointment improper. It is understood that the Employer may approach individual employees to fill such vacancies described above and the Employer will give consideration to employees who express an interest in filling the position; and
- ii) the Employer, at its sole discretion, at any time return the originally appointed employee to her former position and salary and may return any other employees who were transferred or promoted as a direct result of the appointment to their former positions and salaries. The last person employed as a result of such changes may be terminated. On completion of the project, the employee will be returned to her former position.

#### Article 2 (Relationship)

#### Article 3 (Management Rights)

#### Article 4 (Bulletin Boards)

[Not Article 5 (Part-time Employees) – not replaced]

[Not Article 6 - Probationary Employees: replaced by the following:]

6.01 a) Every person, who is covered by the terms of this Part of the Agreement shall be on probation until she has actually worked for a period of service composed of six hundred and sixty-five (665) hours since the date of her last hiring as an employee of the Employer governed by this Collective Agreement (hereinafter called the "probationary period"). An employee who has not completed her probationary period shall have no seniority and shall not be included in any seniority list.

b) The probationary period in respect of any employee may be extended for an additional probationary period or such lesser period of time as may be agreed by the Employer and the Union. If such extension is agreed upon, the employee's probationary period shall be taken, for all purposes (including, in particular, the purposes of Articles 3.01 (c) in Part I, 6.02 in this Part and 9.02 in Part I), to include the initial period and the extended probationary period.

- c) The probationary period will be waived for any temporary or casual employee who is hired as an employee governed by this Collective Agreement and who has already completed the probationary period specified in Article 6.01 (a) in the same classification as that in which she performed as a casual or temporary employee. Current employees will not be required to complete another probationary period.

6.02 A probationary employee shall receive all the benefits of this Agreement not otherwise excluded and provided that she fulfils the time limits applicable to any terms and conditions of employment set out herein but, for greater certainty, the dismissal of a probationary employee during her probationary period, regardless of cause, shall not be made the subject matter of a grievance or submitted to arbitration by the employee, the Union or otherwise.

#### Article 7 (Grievance Procedure and Arbitration)

Article 8 (Seniority) applies [except NOT 8.01, which is replaced by the following:]

8.01 a) A newly hired temporary or casual employee, who is retained after the completion of her probationary period, shall be credited with seniority from date of last hire. Seniority will be based on sixteen hundred and ten (1610) hours equals one (1) year of seniority.

b) i) The Employer will keep one or more up-to-date seniority lists for employees covered by this Agreement and post and revise such lists every six (6) months. Seniority lists shall be posted on April 1st and October 1st of each year.

ii) The seniority list for casual and temporary employees shall be expressed on the basis of hours worked.

c) When two (2) or more employees commence work on the same day, the procedure for establishing their seniority shall be determined alphabetically, first in descending order, then ascending order, rotating in this fashion on each application.

[Article 9 (Job Posting and Transfer) – does NOT apply and is replaced by the following:]

#### **ARTICLE 9 – JOB POSTING AND TRANSFER**

9.01 The Employer will post notice of all new and vacant full-time, PTO and PTU positions for a period of fourteen (14) consecutive calendar days. The Employer will send a copy of the posting(s) to the normal work location of any employee who has a fixed place of work and who does not regularly work or attend at the Employer's head office but the failure of any such employee to see or receive the

notice shall not affect the validity of the Employer's selection or decision. Employees in the bargaining unit, if any, may make written application for such vacancy within the fourteen (14) day period. The posting shall set out the job title, wage rate, the qualifications and a brief summary of the job.

9.02 Where no qualified full-time, PTO or PTU applicants apply or if full-time and PTO and PTU applicants apply and are not selected for the posted position, casual and temporary employees may apply. The Employer will send a copy of notice for all new and vacant full-time, PTO and PTU positions to the normal work location of any employee who has a fixed place of work and who does not regularly work in or attend at the Employer's office, but the failure of any such employee to see or receive the notice shall not affect the validity of the Employer's selection or decision. The posting (as identified above from either Part I or II of the collective agreement) shall set out the job title, wage rate, the qualifications and a brief summary of the job.

In the event the Employer increases or decreases the number of hours of work per day or per week or days of work per week for a full-time, PTO or PTU position, the position will not be deemed to be a new or vacant position as defined by Article 9.01 in this Part and there is no requirement to post for the position provided the change in hours does not result in an employee who was full-time or PTO becoming a PTU employee or result in the PTU employee becoming a full-time or PTO employee.

9.03 During the posting period provided for in Article 9.01 in Parts I or II, the Union will be provided with copies of job postings in relation to all new or vacant positions within the bargaining unit. It is understood that the copies of the job posting provided to full-time, PTO and PTU employees under Parts I or II fulfils the Employer's requirements under this provision.

9.04 a) A candidate (either internal or external) for a new or vacant position shall be selected on the basis of her:

- i) Qualifications;
- ii) Skill and ability;
- iii) Performance; and
- iv) Reliability and attendance.

in event that the Employer does not choose an external candidate and two (2) or more casual or temporary candidates are capable of performing the work of the new or vacant position satisfactorily and are relatively equal in respect of criteria (a) to (d), then seniority will be the deciding factor in selecting the candidate for a trial period in the new or vacant position.

If the candidate selected proves herself suitable, able and competent to perform the duties of the new or vacant position and satisfactorily completes a trial period as specified in Article 9.07, she shall then be confirmed as a regular employee in that position. During the trial period, and upon confirmation, the employee shall be paid at a rate not less than that specified in the job posting notice as the minimum rate for the work in question, but the Employer may, at its sole discretion, increase the rate of pay in recognition of the employee's qualifications and abilities. The rate of pay to which an employee shall be entitled during a trial period or upon confirmation shall not be determined on the basis of her former rate of pay, but shall, except as aforesaid, be determined by the salary provisions of this Agreement as reflected in the job posting notice.

- b) The Employer will post on the Union intranet page the name of the successful applicant to each position within one (1) week of notice to the successful applicant.

9.05 During a trial period as provided for in Article 9.07 in this Part and at any time prior to confirmation pursuant to the foregoing article:

- i) if the Employer determines that the employee is not performing the duties of the new or vacant position satisfactorily or is not suitable, able or competent to perform such duties, the employee may be returned to her former job and salary if the former job has not been discontinued or, in the event the former job has been discontinued, she shall be returned to a comparable job;
- ii) if the employee chooses to discontinue the trial period, she shall be deemed to have resigned, unless at the Employer's discretion, the Employer chooses to place the employee in another position. However, if the employee is a temporary employee and had been a casual employee, she will revert to casual status.

In either event, other casual or temporary employees who have been promoted or transferred to other positions as a direct result of that employee's selection for a trial period may be relocated in comparable positions or be returned to their former jobs and salaries. The last person employed as a result of such changes may be terminated if other suitable employment cannot be found for her.

9.06 In the event that a casual or temporary employee selected for a trial period:

- a) elects to terminate her trial period, or
- b) at any time during the trial period or following confirmation in her new position, is found not to be suitable, able or competent to perform the duties of that position or fails to perform such duties to the satisfaction of the

Employer, and is returned in accordance with Article 8.04, such return shall be confirmed without prejudice to the employee's future promotion opportunities.

- c) It is understood that in the event an employee is selected following a job posting and applies for a subsequent posting or postings within nine (9) months of the date of her selection, such date to be confirmed in writing, the Employer in its sole discretion may disregard the subsequent application or applications.

9.07    a) An employee who is selected for a trial period in a new or vacant position shall be confirmed in that position when she has actually worked in that position for a period of service composed of sixty-five (65) normal shifts (as defined in Article 10.01 in this Part). In the event the employee so selected was working in the same classification and department immediately before the selection, the employee shall be confirmed in that position when she has actually worked for a period for forty (40) normal shifts (as defined in Article 10.01 in this Part) or such greater number of shifts, not to exceed sixty-five (65), as may be specified in the initial job posting. Such trial period may be extended or waived by mutual agreement between the Employer and the Union.

An employee who is selected for a trial period in a new or vacant PTU position shall be confirmed in that position when she has actually worked in that position for a period composed of four hundred and fifty-five (455) scheduled hours worked. In the event the employee so selected was working in the same classification and department immediately before selection, the employee shall be confirmed in that position when she has actually worked for a period of two hundred and eighty (280) scheduled hours (as defined in Article 10.01 in this Part) or such greater number of shifts, not to exceed four hundred and fifty-five (455) scheduled hours, as may be specified in the initial job posting. Such trial period may be extended or waived by mutual agreement between the Employer and the Union.

- b) The Union agrees that any extension of a trial period required by the Employer as a result of absence or disability during the trial period will be granted automatically upon the request of the Employer in writing.

It is understood and agreed that the Employer may, at its discretion, terminate an employee's trial period if, in the opinion of the Employer, the employee's absence or disability during a trial period warrants such action. This Article shall be interpreted in a manner consistent with the Ontario *Human Rights Code*.

- c) The automatic approval of such trial period extensions shall not apply to

provide a longer trial period than that which would have taken place had no absence or disability occurred.

9.08 a) Lay-Off

A layoff shall be defined as a reduction in the employees in the casual or temporary workforce and shall be made on the basis of seniority, provided the remaining casual and temporary employees have the ability to perform the work.

For a layoff in excess of ten (10) working days, the Employer shall provide the Union with eight (8) weeks notice of lay off. The Employer shall provide the Union with the current status of the seniority of all temporary and casual employees in the bargaining unit, in the event of a permanent lay off. The seniority list shall also include the name and classification of all casual and temporary employees.

b) Recall

Temporary and casual employees shall be recalled in order of seniority, provided that the employee has the ability to perform the available work.

9.09 In the event that the Employer determines to transfer one (1) or more of the employees otherwise than on a temporary basis to meet the demands of the Employer or as a result of re-organization, the employees to be transferred shall be selected on the basis of:

- a) qualification;
- b) skill and ability;
- c) performance;
- d) reliability and attendance; and
- e) seniority.

If two (2) or more employees are capable of performing the work in question and are relatively equal in respect of criteria (a) to (d), then seniority will be the deciding factor in selecting the candidate for transfer. In the event seniority prevails, the senior employee selected will have the right to decline a transfer prior to the transfer to the junior employee.

For the purpose of this clause, in the event the Employer finds if necessary because of the demands of the Toronto Central Local Health Integration Network temporarily to transfer one (1) or more of the employees, the Employer may in its

sole discretion transfer on a temporary basis for a period not to exceed four (4) months.

9.10 The Union agrees that temporary vacancies, including an absence in excess of three (3) months, created by an employee's absence for any reason contemplated by this Part of the Agreement (including without limitation, vacation, illness, maternity, bereavement or personal emergency) may be filled in the Employer's discretion by temporarily transferring any employee selected by the Employer.

9.11 It is expressly understood and agreed that:

- i) Nothing herein obligates the Employer to grant any trial period for a new or vacant position to a casual or temporary employee if none of the casual or temporary applicants or candidates are capable of performing the work in question satisfactorily or meet any of the criteria specified in Article 9.04(a) in this Part.
- ii) Employees who are not temporary or casual employees may apply for and be considered by the Employer in connection with any position referred to in this Article;
- iii) The Employer shall be free to hire such new employees as it sees fit for any new or vacant position. This provision shall not be exercised in a discriminatory or arbitrary manner;
- iv) In the event of any staff reduction, the Employer shall have the sole discretion to determine the assignment of the remaining work. This provision shall not be exercised in a discriminatory or arbitrary manner;
- v) No probationary employee shall be entitled to apply for any posted position and a probationary employee may be transferred in the Employer's discretion;
- vi) The procedures and criteria set out in this Article shall apply to situations involving lateral transfers and applications for vacancies in lower classifications as well as to situations involving promotions; and
- vii) The Employer has sole discretion to reassign employees within the same classification. This provision shall not be exercised in a discriminatory or arbitrary manner.

9.12 Where the Employer requires an employee to perform the full and normal duties of an employee in a higher classification in the bargaining unit for a period of five (5) consecutive working days or more, such employee shall receive the rate of pay of the higher classification from the day she commenced to perform said

duties of the higher classification. If the employee does not perform such full or normal duties or does so for less than five (5) consecutive working days she shall not receive the rate of the higher classification.

In the event that the Employer, in the exercise of its rights under Article 9.09 hereof, transfers an employee to a classification for which the rate of pay is lower than that from which the employee was transferred by the Employer, the employee shall be paid at the rate of pay for the classification from which she was transferred unless and until she is reclassified to the lower-rated classification as a result of a staff reduction, her transfer to that position on a permanent basis or her obtaining that position as a result of a job posting.

For greater certainty, it is understood and agreed that this provision shall not apply:

- i) to transfers initiated by the Employer or accepted by the employee on a voluntary basis;
- ii) to transfers occasioned by a staff reduction;
- iii) To demotion;
- iv) to an employee who applied for a lower-rated position; or
- v) in any other circumstances than those provided for in this Article.

9.13 Notwithstanding the foregoing, for the duration of this Collective Agreement the parties agree to the following:

- a) Without limiting the rights of an employee otherwise to apply for posted positions, an employee may make a written request for transfer(s) or reassignment(s) subject to Article 9.11 (vii) in this Part by filing a transfer request with the Employer. The form shall indicate the employee's name, present position and the requested position or positions to a maximum of five (5) positions. A request shall be effective on receipt of the Employer and it shall remain in effect for the duration of the calendar year unless any or all of the listed positions are withdrawn at any time by the employee or unless a new Request Form is submitted. A Request Form may be submitted to the Employer one time in each quarter of the calendar year. A request in this manner shall be deemed to be an application for a posted position and for subsequent vacancies created by the filling of a posted vacancy. Transfer requests will be specific as to the particular position(s), branch or department.
- b) In the event a vacancy is created pursuant to Article 8.05, such vacancy need not be posted.

[NOT Article 10 (Hours of Work) – replaced by the following:]

10.01 Standard Shifts

Standard shifts shall consist of seven (7.0) consecutive hours exclusive of the unpaid break as set out in 10.02 in this Part below. Nothing in this article is meant to preclude the Employer from booking employees for shifts that are less than seven (7) consecutive hours or from instituting shifts that are different than seven (7) hours. The Employer agrees to provide the Union with as much notice as possible of any changes in the normal hours of work, but no less than four (4) weeks notice of the introduction of new shifts or of any change in the normal starting or concluding times of work.

10.02 Breaks

Employees who work a standard shift or who work a minimum of five (5) hours in any one shift will be entitled to an unpaid meal break of one hour in each shift worked.

Employees who work a standard shift (7.0 hours) will be permitted a break on the basis of fifteen (15) minutes for each 3 1\2 hours. Such breaks may only be denied if it is reasonable to do so in order to meet an urgent operational requirement that may arise.

10.03 Scheduling

- a) Notwithstanding any provision in this Collective Agreement, in the event employees of their own accord for their own personal convenience, arrange to exchange shifts with appropriately qualified other temporary or casual employees, with prior approval of each supervisor or designate, and with signed statements from each employee, the Employer shall not be liable or responsible for any overtime or any other premiums that might arise or accrue as result of the exchange of shifts.
- b) Casual employees who are scheduled to work less than thirty-five (35) hours per week on average in a two (2) week pay period will not qualify for overtime when working on a scheduled day off until they have completed more than seventy (70) hours of work in the two (2) week pay period.
- c) Temporary and casual employees will be paid for time actually worked. Such time to commence at the start of the scheduled shift or at such time thereafter as the temporary or casual employee reports for duty and such time to end at the completion of the employee's scheduled shift.
- d) Casual employees or employees reverting to casual status shall submit

availability two (2) weeks prior to the posting of each thirteen (13) week schedule. Once the schedule is posted, casual employees shall work on those shifts for which they have been booked unless they provide a reason acceptable to the Employer. Casual employees will continue to advise the Employer about their availability on an ongoing basis with as much notice as possible. After the schedule is posted, casual employees who have not been booked may decline work offered by the Employer. Casual employees must be available in each thirteen (13) week schedule.

- e) In the event that the employee does not make themselves available to attend required training sessions, then the Employer, at its sole discretion, may require the employee to take the necessary training prior to commencing their scheduled work.

The Employer is not required to provide the training at other than its regularly scheduled times. The Employer will endeavour to make the employee aware of when training is available and afford every reasonable opportunity to the employee to take such training.

Time spent in training is not included in the calculation of overtime payments.

- f) Employees will be offered available shifts based on availability and being able to perform the required duties, provided that the employee has been oriented to the position being filled.
- g) Where possible, the Employer will arrange shift schedules such that each employee will have a minimum of twelve (12) hours off between the end of one scheduled shift and the commencement of the employee's next scheduled shift.

Where it is impossible to schedule twelve hours (12) off between scheduled shifts, the Employer will compensate the temporary employee at the rate of one and one-half (1 ½) times the temporary employee's regular straight time hourly rate of pay for each hour worked after the commencement of the temporary employee's next scheduled shift until twelve (12) hours have elapsed since the end of the temporary employee's last scheduled shift.

Where the Employer has scheduled twelve (12) hours off between shifts, but then changes the temporary employee's schedule so that there is no longer twelve hours off between shifts, the Employer will compensate the temporary employee at the rate of one and one-half (1 ½) times the temporary employee's regular straight time hourly rate of pay for each hour worked from the time when the temporary employee starts work until the commencement of the employee's original shift.

10.04 Guarantee of Work

Nothing in this Article is to be construed as guaranteeing work, any number of hours of work, any schedule of work, or any amount of pay to any member of the bargaining unit and, except as it is otherwise expressly provided in this Agreement, no employee shall receive or be entitled to compensation for time not actually worked.

10.05 Overtime

For employees working a standard shift as defined in Article 10.01 in this Part, all work required and authorized by the Employer in excess of seven (7.0) hours in a day or in excess of seventy (70) hours in a two (2) week pay period shall be considered overtime. Hours of overtime worked shall be compensated for with pay at the rate of one and one half (1½) times the employee's regular straight time hourly rate of pay.

Temporary employees performing a full-time or PTO job will be covered by the overtime provisions of the full-time Collective Agreement. Temporary employees performing a PTU job will be covered by the overtime provisions of the part-time Collective Agreement.

10.06 Weekend Premium

Any employee who works a shift commencing after 2359 on Friday and before 0100 on Monday will receive a weekend premium of two dollars and seventy cents (\$2.70) per hour for each hour worked.

10.07 Shift Premium

Any employee will receive a shift premium of one dollar and fifty-five cents (\$1.55) per hour for each hour worked after 18:00 hrs.

10.08 No Pyramiding

Nothing in this Agreement shall allow for any pyramiding of overtime, weekend or shift premium and/or any other premium payments.

10.09 Standby

In the event an employee is required to remain available for duty on standby outside her regular scheduled hours, she shall be paid standby pay of two dollars and fifty cents (\$2.50) per hour for the period of standby scheduled by the Employer. If the employee is required to report for work while on standby, the standby pay shall cease when the employee reports to work and she shall be paid one and one half (1½) times her regular hourly rate for hours worked. She

shall also be reimbursed for any travel costs at the regular mileage rate.

10.10 On-Call Pay

- a) In the event an employee is scheduled to remain available to conduct the work of the Employer via the telephone, she shall be paid on-call pay of three dollars (\$3.00) per hour for the period she is scheduled to remain on-call for such telephone work. In the event that the employee spends time engaged in telephone work for the Employer during the on-call period, she shall be paid at one and one half (1½) times her regular hourly rate for hours worked after the fifteen minute period for time spent performing work of the Employer on the telephone. Any payment at the rate of one and one-half (1½) times the straight time hourly rate for actual work on the telephone is in addition to the on-call pay of three dollars (\$3.00) per hour.
- b) In the event an employee is scheduled to remain available to conduct the work of the Employer via telephone, on a paid holiday as set out in Article 10, she shall be paid on-call pay of four dollars (\$4.00) per hour for the period she is scheduled to remain on-call for such telephone work. In the event that the employee spends time engaged in telephone work she shall be paid at one and one half (1½) times her regular hourly rate for all hours worked. Any payment at the rate of one and one-half (1½) times the straight time hourly rate for actual work on the telephone is in addition to the on-call pay of four (\$4.00) dollars per hour.

10.11 Reporting Pay

In the event an employee reports for work on her regular shift without having been previously notified not to report, she will be given at least four (4) hours work at her regular rate of pay or if no work is available she will be paid the equivalent four (4) hours at her regular rate of pay in lieu of work. This provision shall not apply when there is a lack of work due to fire, flood, power or equipment failure, labour dispute, or other situation beyond the control of the Employer.

[Not Article 11 (Job Sharing) - Not replaced]

[NOT Article 12 (Layoff and Recall – Not replaced)]

[NOT Article 13 (Holidays) – replaced by the following:]

## **ARTICLE 13 – HOLIDAYS**

13.01 a) The following paid holidays will be recognized:

January 1	Civic Holiday
Family Day	Labour Day

Good Friday	Thanksgiving Day
Victoria Day	December 25
July 1	December 26

and any other day declared a public holiday by the Federal or Provincial Government. Special holidays may be granted at the sole discretion of the Employer.

- b) b) In order to qualify for payment for the above named holidays and under the provisions of this Article, an employee
  - i) must have earned wages on at least twelve (12) days during the four (4) weeks immediately preceding the holiday; and
  - ii) must work her regular scheduled shift immediately preceding the holiday and her regular scheduled shift immediately following the holiday unless there is prior notice of or a reasonable excuse in connection with such absence.

13.02 An employee who meets the above qualifications shall receive holiday pay. An employee who is required to work and works on any of the above named holidays will receive pay at the rate of one and one half times (1 ½) her regular straight time hourly rate for work performed in addition to her regular salary for the day.

[Not Article 14 (Vacations): replaced with the following:]

#### ARTICLE 14 – VACATIONS

- 14.01 The vacation year will be defined as a twelve (12) month period commencing the date of hire.
- 14.02 Temporary and casual employees shall take an annual vacation of at least two (2) calendar weeks for which they shall receive pay as follows:
  - a) Less than one (1) year of continuous service..... four percent (4%) of the employee's wages in the period preceding the vacation.
  - b) One (1) or more years of continuous service but less than fifteen (15) years of continuous service..... eight percent (8%) of the employee's wages in the twelve (12) months prior to the vacation year.
  - c) Fifteen (15) years of continuous service but less than twenty (20) years of

continuous service.....

d) Twenty (20) years of continuous service but less than twenty seven (27) years of continuous service..... twelve percent (12%) of the employee's wages in the twelve (12) months prior to the vacation year.

e) Twenty seven (27) or more years of continuous service..... fourteen percent (14%) of the employee's wages in the twelve (12) months prior to the vacation year.

14.03 Payment of vacation pay to temporary and casual employees shall be made on the regular pay days. Vacation pay shall not form part of the regular hourly wages and shall not be included for the purpose of computing any premium or overtime payments.

14.04 A casual or temporary employee who ceases to be employed by the Employer shall be paid the greater of:

i) Vacation pay as required by Section 38 of the Employment Standards Act as amended,  
or  
ii) Vacation pay owing according to Article 14.02 in this Part.

14.05 Transfers:

Full-time to Casual or Temporary

An employee who transfers from full-time to casual or temporary status will be paid the value of her vacation outstanding as of the date of the transfer based on regular straight time pay.

Casual or Temporary to Full-time

An employee who transfers from casual or temporary status to full-time will be paid the value of her vacation outstanding at the date of the transfer based on the formula applicable pursuant to Article 14.02 in this Part.

14.06 An employee who transfers from casual or temporary status to full-time or part-time or vice-versa shall retain combined service for the purposes of vacation entitlement.

[NOT Article 15 (Salaries) – replaced by the following:]

## **ARTICLE 15 – SALARIES**

15.01 The salaries and wage rate set out in Appendix A to this Agreement shall be the minimum salaries and wages in effect during the term of this Agreement.

Employees who ceased to be actively employed by the Employer prior to the date of notice to the Employer of the ratification of this Agreement by employees in the bargaining unit shall not be entitled to any additional compensation under this Agreement for services rendered prior to that date. However, employees who retired and went on pension prior to the date of notice to the Employer of the ratification of this Agreement by employees in the bargaining unit shall be entitled to any additional compensation under this Agreement for services rendered prior to that date.

15.02 New employees shall be compensated in accordance with the rates set out in Appendix A and the rate within a classification at which a new employee shall be paid shall be determined on the basis of the individual's experience and qualifications.

15.03

- a) Placement on the salary grid in Appendix A shall be based on continuous service with the Employer as an employee governed by this Collective Agreement in the classification in which the employee works. Temporary and casual employees shall be placed on the basis of sixteen hundred and ten (1610) hours equalling twelve (12) months.
- b) Casual and Temporary employees advance on the salary grid after each sixteen hundred and ten (1610) hours worked.
- c) An employee transferring from full-time, PTO, PTU, casual or temporary, or vice versa shall maintain her position on the salary grid.

[Not Article 16 (Benefits): replaced by the following:]

## **ARTICLE 16 – BENEFITS**

16.01 Temporary and casual employees shall receive a premium of twelve percent (12%) of their regular straight time hourly rate for each hour worked in lieu of comprehensive medical protection, long-term disability, life insurance, accidental death and dismemberment insurance, dental plan and pension plan.

Temporary and casual employees participating in the pension plan shall receive a premium of eight percent (8%) of their regular straight hourly rate for each hour worked in lieu of comprehensive medical protection, long-term disability, life insurance, accidental death and dismemberment insurance, and dental plan.

16.02 The Employer agrees to continue to pay one hundred percent (100%) of the premium cost of professional liability insurance in respect to employees employed as Co-ordinators.

16.03 A contribution pension plan, the Hospital of Ontario Pension Plan (H.O.O.P.P.) is available to employees subject to the terms and conditions of the plan.

16.04 Medical Examinations and Sickness/Disability Pay

- a) Each prospective employee is required to submit a Health Examination Report completed to the satisfaction of the Employer prior to commencing employment or, if permitted by the Employer, within fourteen (14) days of commencing employment. A tuberculin test shall be included in that initial health examination for those employees who have face to face client contact and any negative reactors shall be followed up by annual tuberculin tests. Each employee shall satisfy the Employer of the performance of such tests and shall provide to the Employer satisfactory reports thereon. In addition, each employee who is found to have a positive tuberculin reaction shall have a chest x-ray annually and provide the Employer with satisfactory evidence.
- b) The Employer reserves the right to require medical evidence satisfactory to the Employer for purpose of verification of absence due to sickness or disability or for the purpose of determining fitness or unfitness to work.

[NOT Article 17 (Leaves of Absence) – replace with the following:]

### **ARTICLE 17 – LEAVES OF ABSENCE**

17.01 a) It is expressly understood that employees will not absent themselves from work without first making proper application for and obtaining the Employer's approval to do so.

b) Leave of absence shall, except in emergency situations rendering it impractical for the employee to do so, be applied for in writing and permission for such leaves shall also be in writing. In emergency situations where it is not possible for a written application to be made the employee shall notify the Employer of her request for a leave of absence with or without pay and obtain her immediate supervisor's consent thereto at the earliest possible time.

c) It is recognized that leave of absence must not interfere with the normal operations of the Employer or of the employee's department, but permission for leave of absence with or without pay for personal reasons,

including illness or accident, shall not be unreasonably withheld. A leave of absence may not be used for vacation purposes.

17.02 a) Union Leave

Subject to the foregoing requests in writing being made not less than ten (10) calendar days prior to the commencement of each leave of absence, the Employer will grant leave of absence without pay for periods not to exceed, in the aggregate, seven (7) working shifts per calendar year to permit employees selected by the Union to attend Union conferences, seminars and training courses. During such leave of absence, the employee(s) salary and applicable benefits shall be maintained by the Employer, and the Union agrees to reimburse the Employer the full cost of such salary and applicable benefits.

b) Leave for the President

An employee who is elected to the position of President of COPE, Local 550, shall be granted upon request such leave(s) of absence of fifty-five (55) working days per calendar year to fulfill the duties of the position. Reasonable notice – sufficient to adequately allow the Employer to minimize disruption of its service shall be given. There shall be no loss of seniority or service for the employee during such leave of absence. Leave of absence under this provision shall be in addition to the Union Leave provided in Article 17.02 (a) in this Part. During such leave of absence, the employee's salary and applicable benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer the amount of the full cost of such salary and applicable benefits.

17.03 Educational Leave

The Employer may, at its sole discretion, grant a leave of absence with or without pay to an employee for educational purposes.

Where employees are required by the Employer to take courses, the Employer shall pay one hundred percent (100%) of the tuition and shall pay the employees their regular pay for time during the instruction of the courses. Such time shall not be counted for calculation of overtime.

17.04 Pregnancy and Parental Leave

a) Pregnancy Leave

1. An employee who has been employed by the Employer for a period of at least thirteen (13) weeks immediately preceding the expected birth date shall be entitled, upon her application, to a pregnancy leave of

absence without pay commencing during the period of seventeen (17) weeks immediately preceding the expected birth date.

2. The pregnancy leave of a employee
  - i) who is entitled to parental leave, ends seventeen (17) weeks after the pregnancy leave began;
  - ii) who is not entitled to parental leave, ends seventeen (17) weeks after the pregnancy leave began;
    - (ii.1) the day that is seventeen (17) weeks after the pregnancy leave began; or
    - (ii.2) the day that is six (6) weeks after the birth, still-birth or miscarriage.
3. (1) The above noted pregnancy leave may be shorter than seventeen (17) weeks if the employee gives the Employer at least four (4) weeks written notice of the day the employee intends to return to work.
4. The employee must give the Employer at least two weeks written notice of the date the pregnancy leave is to begin and a certificate of a legally qualified medical practitioner stating the expected birth date.
5. Paragraph 4 does not apply in the event that the employee stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth. In such case, the employee must within two (2) weeks of stopping work, give the Employer written notice of the date the pregnancy leave began or is to begin and must give a certificate from a legally qualified medical practitioner that
  - i) in the event the employee stopped working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
  - ii) in the event of birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.
6. An employee who has given notice

- i) to begin pregnancy leave may change the notice to an earlier date if the employee gives the Employer at least two (2) weeks written notice before the earlier date or to a later date if the employee gives the Employer at least two (2) weeks written notice before the leave was to begin.
- ii) to end pregnancy leave may change it to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date or to a later date if the employee gives the Employer at least four (4) weeks written notice before the date leave was to end.

b) Parental Leave

- 1. Parental leave shall be granted for up to sixty-one (61) weeks duration (sixty-three (63) when pregnancy leave is not taken) in accordance with the Employment Standards Act. An employee is eligible for a parental leave who is the natural father or is an adoptive parent.
- 2. Parental leave ends sixty-one 61 weeks (sixty-three (63) where pregnancy leave is not also taken) after it began or on an earlier day if the employee gives the Employer written notice. The employee shall give the Employer at least four (4) weeks written notice of that date.
- 3. Such parental leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the employee parent for the first time.
- 4. The employee must give the Employer at least two (2) weeks written notice of the date the parental leave is to begin. The employee need not give such notice in the event the employee who is the parent stops working because the child comes into the custody, care and control of the employee for the first time sooner than expected. In such case, the parental leave begins on the day the employee stops working provided that the employee gives the Employer notice in writing that the employee wishes to take parental leave within two (2) weeks of stopping work.
- 5. An employee who has given notice
  - i) to begin parental leave may change the notice to an earlier date if the employee gives the Employer at least two (2) weeks

written notice before the earlier date or to a later date if the employee gives the Employer at least two (2) weeks written notice before the leave was to begin.

- ii) to end parental leave may change it to an earlier date if the employee gives the Employer at least four (4) weeks written notice before the earlier date or to a later date if the employee gives the Employer at least four (4) weeks written notice before the date leave was to end.

c) Seniority

Seniority continues to accrue during pregnancy and parental leave.

d) Reinstatement

- 1. Subject to paragraph 2 below, the Employer shall reinstate the employee who has taken pregnancy leave or parental leave when the leave ends to the position the employee most recently held with the Employer, if it still exists, or to a comparable position, if it does not. An employee who would have been laid-off but for the pregnancy or parental leave is subject to lay-off.
- 2. If the Employer's operations are suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the Employer shall reinstate the employee, when the operations resume, in accordance with the recall provisions of the Collective Agreement.
- 3. The Employer shall pay a reinstated employee wages that are at least equal to the greater of the wages the employee was most recently paid by the Employer or the wages that the employee would be earning had the employee worked throughout the leave.

e) Sanctions

The Employer shall not intimidate, discipline, suspend, lay-off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or pregnancy leave.

17.05 Employer's Supplemental Employment Benefit Plan (SUB)

- 1. Upon confirmation by Human Resources and Skills Development Canada (HRSDC) of the appropriateness of the Employer's Supplemental Employment Benefit (SUB) Plan, an employee who is on pregnancy leave

as provided under this agreement who has applied for and is in receipt of Employment Insurance (EI) pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly EI benefits and any other earnings.

2. Such payment shall commence following completion of the two (2) week EI waiting period, and receipt by the Employer of the employee's EI cheque stub as proof that she is in receipt of EI pregnancy benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
3. On confirmation by HRDC of the appropriateness of the Employer's SUB plan, an employee who is on parental leave as provided under this agreement who has applied for and is in receipt of EI parental benefits pursuant to Section 20 of the Employment Insurance act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly EI benefits and any other earnings.

Where an employee elects to receive parental leave benefits pursuant to Section 12(3)(b)(ii) of the Employment Standards Act, the amount of any Supplemental Unemployment Benefit payable by the Employer will be equal to what would have been payable had the employee elected to receive parental leave benefits pursuant to Section 12(3)(b)(i) of the Employment Standards Act.

4. Such payment shall commence following completion of the one (1) week EI waiting period, and receipt by the Employer of the employee's EI cheque stub as proof that she is in receipt of EI parental benefits and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.
5. The employee does not have any vested right except to receive payments for the covered unemployment period(s). The plan(s) provide that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the plan.

17.06 Bereavement Leave

An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of regular pay for the bereavement of a spouse, parent, child, grandparent, grandchild, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law, brother-in-law or sister-in-law. "Spouse", for the purposes of bereavement leave includes a partner of the same sex and common law relationships.

Notwithstanding the above, employees will be granted flexibility to distribute their bereavement leave entitlement over two (2) occasions, not exceeding five (5) days in total, in order to accommodate religious and cultural diversity.

An employee shall be granted a one (1) day bereavement leave without loss of regular pay to attend the funeral or memorial service (or equivalent) of a person with whom the employee had a significant personal relationship.

The Employer, in its discretion, may provide bereavement leave with pay to attend the funeral (or equivalent), in the event of bereavement of a person outside the above noted scope of coverage.

## 17.07 An employee may take an additional leave of absence without pay up to five (5) calendar days immediately following the leave in 17.06 for any of the above bereavements.

17.08 Sick Leave

An employee absent due to sickness or disability shall notify her supervisor or a representative of the Employer within her department of her inability to report to work and shall, at the time of notification, indicate the probable duration of the absence. Such notification shall be made no later than one (1) hour after the start of the employee's scheduled shift. Such notification must be made by the employee unless the nature of the sickness or disability makes this impossible and this can be corroborated to the satisfaction of the Employer.

An employee returning to work following an absence due to sickness or disability shall notify her supervisor or a representative of the Employer within her department as far in advance as possible, but not less than one (1) hour prior to the beginning of her next booked shift. The Employer reserves the right to require medical evidence during the employee's absence notifying the expected date of return.

17.09 Jury Duty and Witness Pay

A casual or temporary employee who is included in this bargaining unit, who is obliged to attend and attends for jury duty or who is subpoenaed as a witness in a

court proceeding will be paid the difference between the amounts she receives for such jury duty or attendance as a subpoenaed witness at regular straight pay while so serving provided she attends for jury duty or subpoenaed as a witness on the day for which she would otherwise be scheduled to work and unless the employee's appearance results from activities, other than for the Employer, for which she receives compensation.

If the employee's attendance as a juror or witness exceed two-thirds (2/3) of a scheduled shift on a day of service, she will not be required to report for work.

The Employer shall be provided with proof of the employee's service as a juror or a subpoenaed witness and the amounts received by the employee in respect thereof. Failure to tender such documentation will result in the employee being disentitled from compensation under this article.

17.10 An employee is entitled to the unpaid leaves of absence listed in the Employment Standards Act, 2000 as amended from time to time. The current list includes the following and the terms and conditions of these leaves will be in accordance with the Employment Standards Act, 2000:

- Family Medical Leave
- Organ Donor Leave
- Reservist Leave
- Family Caregiver Leave
- Critical Illness Leave
- Child Death Leave
- Crime Related and Disappearance Leave
- Family Responsibility Leave
- Emergency Leave
- Domestic or Sexual Violence Leave

17.11 Family Emergency Leave

An employee who is entitled to compassionate care benefits under the Employment Insurance Act shall be entitled to up to eight (8) weeks unpaid compassionate leave in accordance with and subject to the provisions of section 49(1) of the Employment Standards Act (Family Medical Leave). Seniority and service shall accrue during the family medical leave.

Article 18 (Termination of Employment)

Article 19 (Transportation Policy)

Article 20 (Technological Change)

Article 21 (Performance Appraisal)

Article 22 (Health and Safety)

Article 23 (General)

Article 24 (Strike/Lockout)

Article 25 (Duration)

Appendices A & B

[ONLY Letter of Understanding re Cell Phones applies to this Part]