

COLLECTIVE AGREEMENT

Between:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as the "Union")

And:

TORONTO CENTRAL LHIN
(Hereinafter referred to as the "Employer")

Expiry Date: March 31, 2021

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ARTICLE A – PURPOSE

1.01 The purpose of this Agreement is to maintain mutually satisfactory Employee relations between the Employer and the Union and to promote a prompt and orderly method of settling all differences including grievances, and for the final settlement of disputes.

It is recognized that the parties wish to work cooperatively to provide the best possible health services for patients in a cost effective manner.

The Employer shall not propose and/or enter into any agreement with an Employee that pertains to any terms or conditions of employment that contravene the collective agreement. Any such agreement shall be null and void.

ARTICLE B – 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 employed as Nurse Practitioners and Clinical Nurse Specialists by the Toronto Central Local Health Integration Network in the City of Toronto, save and except supervisors, and those above the rank of supervisor, those employed in a confidential capacity pursuant to s. 1 (3) (b) of the *Labour Relations Act*, and other employees covered by subsisting Collective Agreements who are not employed as Nurse Practitioners and Clinical Nurse Specialists.

The following definitions apply in this collective agreement:

- (a) “Full-time” employee is an employee who is regularly employed thirty seven and one-half (37.5) 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 eighteen (18) months or any additional time as mutually agreed to by the Employer and the Union;
- (f) All references to Officers, Representatives, and Committee members in this Agreement shall be deemed to mean Officers, Representatives and Committee members of the Toronto Central Local Integration Network bargaining unit of the Ontario Nurses’ Association.
- (g) All correspondence between the parties, arising out of this Agreement or incidental thereto, shall pass directly to and from the Director of Human Resources, or any person appointed to act in her place and one of the elected Officers of the Union, whose names shall be submitted to the Director of Human Resources.

- (h) The word "Employees", when used throughout this Agreement, shall mean persons employed by the Employer and covered by this Agreement.
- (i) Whenever the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used, it may also be deemed to mean the plural where the context so requires.

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 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 layoff 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 with written notice of the name, classification, address 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 thirty (30) minutes to discuss Union activities with new employees during their orientation period. The Employer will notify the Union of the time and place of the Union interview.

- (c) The Employer shall include on each Employee's T-4 slip the amount of monies deducted in the previous year, and remitted to the Union, for income tax purposes where such information is or becomes readily available through the Employer's payroll system.

2.02 Union Dues and Membership Lists

The Employer shall deduct monthly from the pay due to each Employee who is covered by this Agreement a sum equal to the monthly Union dues of each such Employee. Where an Employee has insufficient unencumbered earnings during the first payroll period, the deduction shall be made in the next payroll period where the Employee has sufficient unencumbered earnings within that month. The Parties acknowledge that union dues are not applicable to any month during which an Employee has no earnings. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union its cheque for the dues so deducted in the month following the month in which the dues are deducted.

The Employer will provide the Union with: name of the organization; dues per Employee including first and last name, total of all dues submitted identifying dues month; arrears or adjusted amounts; Social Insurance Numbers; hourly rate and status (full-time, regular part-time and casual part-time; terminations and effective date; leaves of absence exceeding thirty (30) days (effective date); and, newly-hired Employees with date of hire. Annually addresses will be provided for all current Employees. A copy of this information will be sent to the Bargaining Unit President excluding Social Insurance Numbers and addresses.

- 2.03 The Union shall indemnify and save the Employer harmless with respect to dues so deducted and remitted, and with respect to any liability which the Employer might incur as the result of such deduction.

- 2.04 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer shall advise the Union of such new or changed classification and the rate of pay established. If requested, the Employer agrees to meet with the Union to permit it to make representations with respect to the appropriate rate of pay providing any such meeting shall not delay the implementation of the new classification. Where the Union challenges the rate established by the Employer and the matter is not resolved following any meeting with the Union, a grievance may be filed within seven (7) calendar days following any meeting. If the matter is not resolved in the Grievance Procedure, it may be referred to Arbitration, it being understood that an Arbitrator shall be limited to establishing an appropriate rate based on the relationship existing amongst other classifications within the bargaining unit and responsibilities involved.

Any change in the rate established by the Employer either through meetings with the Union or by an Arbitrator shall be made retroactive to the time at which the new or changed classification was first filled.

- 2.05 The Employer will recognize:

- (a) one (1) Employee/Management Committee composed of a maximum of two (2) employees selected from Employees;
- (b) a maximum of three (3) Employees selected as Union Representatives;

- (c) one (1) Negotiating Committee composed of three (3) Employees inclusive of the Bargaining Unit President for the purpose of meeting with the Employer to negotiate amendments to the Collective agreement;
- (d) a Joint Health and Safety Committee including one (1) employee representative from the ONA Bargaining Unit.

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 Employee/Management Committee

There shall be a Union/Management Committee comprised of two (2) Employee representatives appointed by the Union and two (2) employer representatives. The Committee's purpose is to provide and promote effective and meaningful communication of information and ideas and to make joint recommendations on matters of concern. Matters that are properly the subject of an individual grievance will not be discussed at this committee. It is further agreed that the Labour Relations Officer may attend meetings held between the LHIN and the Union with prior notice to the Employer.

The Committee will meet quarterly, unless agreed otherwise, at a time and place mutually agreed to provided there is business for their joint consideration. The parties will exchange agenda items at least one (1) week prior to the meeting. The parties further agree the Committee may meet at any time its members mutually agree a meeting should be held. The duties of the Chairperson will be shared by the parties. Copies of the minutes shall be provided to Committee members.

The Employer agrees to pay for time spent during regular working hours for representatives of the Union attending such meetings.

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.

- 2.07 It is agreed that Union representatives have their regular duties and responsibilities to perform for the Employer and shall not leave their regular duties without first obtaining permission from their immediate supervisor. Such permission shall not be unreasonably withheld. When resuming their regular duties and responsibilities, such representatives shall again report to their immediate supervisor. The Employer agrees to pay a grievor for all time spent during his or her regular hours at grievance meetings.

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.

- 2.08 Committee members and Union Representatives shall not suffer any loss of normal earnings for time spent during scheduled regular working hours as follows:

- (a) for Union Committee members at meetings pursuant to Article 2.07;
- (b) for stewards in investigating and adjusting grievances;

- (c) for members of the Negotiating Committee during negotiating meetings up to and including conciliation and mediation with the Employer.

2.09 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*.

2.10 The Employer and the Union agree that there will be no discrimination, interference, intimidation, restriction or coercion exercised or practiced by any of their representatives with respect to any Employee because of the Employee's membership or non-membership in the Union or activity or lack of activity on behalf of the Union or by reason of exercising her or his rights under the Collective Agreement.

The Union agrees there will be no Union activity, solicitation for membership, on Employer premises or during working hours except with the permission of the Employer or as specifically provided for in this Agreement.

2.11 It is agreed that there will be no discrimination by either party or by any of the Employees covered by this Agreement on the basis of race, creed, colour, place of origin, citizenship, ancestry, sex, sexual orientation, marital status, family status, age, ethnic origin, disability or any other factors not pertinent to employment.

The Employee rights set out above shall be interpreted within the context of the *Ontario Human Rights Code*.

2.12 The Employer agrees to give representatives of the Ontario Nurses' Association access to the Employer premises for the purpose of attending meetings as herein provided in this Collective Agreement. Such representatives shall have access to the premises only with the written (email) approval of the Employer which will not be unreasonably withheld except where the Bargaining Unit President is subject to discipline, in which case only prior notice is required.

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.

3.02 These rights shall not be exercised in a manner inconsistent with the provision of the Collective agreement.

ARTICLE 4 – BULLETIN BOARD

4.01 The Employer agrees to make available to the Union 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 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 with a date and signature of the Executive Director or her designate.

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 15.01 and 15.02 (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 one hundred and twenty (120) 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 nine hundred and seventy-five (975) 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 The parties to this Agreement believe that it is important to respond to complaints and grievances as quickly as possible as provided for herein. The Employee or Union shall first discuss any individual complaint informally with the Manager promptly following the issue giving rise to the complaint.

7.02 Should any dispute arise between the Employer and an Employee, or between the Employer and the Union, or between the Employer and a group of Employees who have identical grievances, as to the interpretation, application, administration or alleged violation of any of the provisions of this Agreement, such dispute shall be brought to the attention of the other party as a complaint within fourteen (14) calendar days or when the Employee ought to have reasonably become aware of the issue giving rise to the complaint/grievance. Grievance transmittals shall take place between the bargaining unit representative designated by the Bargaining Unit President and the position designated by the Employer. It is understood that the Union has carriage of all grievances.

Grievances shall be on the form set out in Appendix B. The parties agree to utilize an electronic copy of this form for the submission of grievances.

7.03 Once a complaint is initiated, the parties shall have a period, not to exceed forty (40) calendar days, during which to hold meetings as necessary to discuss the issue and attempt to arrive at a resolution. In addition to the Union representative, the Union's Labour Relations Officer is entitled to attend such meetings.

7.04 (a) If, after the end of such forty (40) calendar day period, the issue has not been resolved, either party may inform the other party within fourteen (14) calendar days of its written intent to forward the matter to arbitration. Such notice shall contain the name of the first party's recommended Sole Arbitrator. Where such written notice is post-marked within twelve (12)

calendar days after the above forty (40) calendar day period, it will be deemed to have been received within the time limits. The recipient of the notice shall, within ten (10) calendar days, inform the other party of its agreement or propose an alternate Sole Arbitrator in writing. If the parties are unable to agree on an Arbitrator, the appointment of the Arbitrator shall be made by the Minister of Labour for Ontario upon the request of either party.

- (b) Notwithstanding (a) above, either party can notify the other that it does not feel the grievance can be resolved directly between the parties and that it intends to refer the grievance to arbitration in which case such notice to arbitrate will not be considered premature. Notwithstanding the notice to arbitrate, should the other party request a meeting, the first party will agree to attend such meeting to be scheduled as soon as practicable.

7.05 Time limits fixed in the grievance and arbitration procedures may be extended only by written, mutual consent of the parties. Should the Employer not respond within the time(s) fixed, such failure to respond shall be deemed to be a denial of the grievance. Should a grievance not be submitted within the various time limits specified in the Agreement, unless mutually extended, it shall be considered to have been settled or abandoned, subject to the relief jurisdiction of arbitrators under Section 48 (16) of the *Labour Relations Act*. Extensions under this clause shall not be unreasonably withheld.

7.06 Once appointed the Arbitrator shall have all the powers and shall conduct the proceeding under Section 50 of the *Labour Relations Act* to mediate/arbitrate the grievance, including the power to impose a settlement in accordance with Article 7.09.

The parties agree that presentations proceeding under this dispute resolution mechanism shall include a comprehensive opening statement and thereafter, shall be short and concise as possible. The parties agree to make limited reference to authorities during such submissions.

7.07 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any Employee affected by it.

7.08 The Arbitrator shall have authority only to settle disputes under the terms of this Agreement and only to interpret and apply this Agreement. The Arbitrator may take such decision as it may, in the circumstances, deem just and equitable and may vary or set aside any action relating to the grievance in question.

7.09 The Arbitrator shall have no power to alter, add to, subtract from, modify or amend this Agreement in order to give any decision inconsistent with it.

7.10 Each of the parties shall pay its own expenses including pay for witnesses and one-half of the expenses and fees of the Arbitrator.

7.11 Any grievance which has been disposed of hereunder or settled between the Employer, the Union or the Employee(s) concerned shall be final and binding upon the Employer, Union and Employee(s) involved.

7.12 It is understood and agreed that the parties may choose to utilize a Board of Arbitration instead of a Sole Arbitrator. In such cases each party will be responsible for their own nominees' expenses.

Where the parties agree, they will exchange names of nominees within ten (10) calendar days. The two appointees so selected shall within ten (10) calendar days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the parties' nominees are unable to agree on a Chairperson, or one of the parties fails to appoint a nominee, the appointment of the chair shall be made by the Minister of Labour for Ontario upon the request of either party.

All references in Article 7 to a Sole Arbitrator shall be taken to include a Board of Arbitration.

- 7.13 At the time formal discipline is imposed or at any stage of the grievance procedure, an Employee is entitled to be represented by a union representative. In the case of suspension or discharge, the Employer shall notify the Employee of this right in advance. Union Representatives undertake to be reasonably available in person or by telephone for such meeting.

In cases of suspension or discharge, the Employer agrees as a matter of good labour relations practice, in most circumstances, it will also notify a local Union representative.

- 7.14 The release of a probationary Employee shall not be subject to the grievance procedure unless the probationary Employee is released for:

- (a) exercising a right under this agreement;
- (b) discriminatory reasons.

Should the Union be successful, the Employee shall be reinstated to the remainder of the probationary period.

- 7.15 Discharge Grievance

The letter of termination or suspension without pay of an Employee who has completed probation will include written reasons and will be provided to the Employee within seven (7) calendar days of termination or suspension without pay.

A discharge grievance is to be submitted as a written statement lodged by the Employee with the Employer within fourteen (14) calendar days of the discharge and will be dealt with starting at Article 8.03 of the grievance procedure.

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 March 1st and September 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) Seniority for a PTO or PTU employee shall be based on seventeen hundred and twenty-five (1725) 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 Union at the time of posting. The Employer shall also send a copy of the list 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 main office. Any employee who disputes her ranking on a seniority list shall raise the matter within thirty (30) 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) in the event that an employee whose duties require her to be licensed to drive a motor vehicle has her license 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 license, she will not be terminated solely for her license 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 Seniority shall be retained and accumulate when an Employee is absent from work, under the following conditions:

- (a) When on leave of absence with pay;
- (b) When on an approved leave of absence without pay not exceeding thirty (30) continuous calendar days;
- (c) When in receipt of paid or unpaid sick leave;
- (d) When in receipt of WSIB Benefits;
- (e) When on pregnancy or parental leave;
- (f) When on Long Term Disability.

This clause will be interpreted in a manner consistent with Human Rights Code and *Employment Standards Act*.

8.06 Seniority shall be retained but not accumulate when an Employee is absent from work under the following conditions:

- (a) When on an approved leave of absence without pay exceeding thirty (30) continuous calendar days;
- (b) For a period of twenty-four (24) months after layoff.

This clause will be interpreted in a manner consistent with *Human Rights Code* and *Employment Standards Act*.

8.07 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 seventeen hundred and twenty-five (1725) hours worked. Any time worked in excess of an equivalent shall be pro-rated at the time of transfer.

- 8.08
- (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) Where the position is a temporary replacement for an employee who is off on pregnancy and/or parental leave, this temporary position can be extended to a maximum of eighteen (18) months
 - (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 seven (7) 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 application for such vacancy within the seven (7) 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:
- i) qualifications;
 - ii) skill and ability;
 - iii) performance;
 - iv) reliability and attendance; and
 - v) 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 (i) to (v), 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 name of the successful applicant will be posted by the Employer once the successful applicant(s) has accepted and the unsuccessful applicant(s) has been notified. At the request of the Employee, the Employer will discuss with unsuccessful applicants ways in which they can improve for future posting.
- (c) Each member of the bargaining unit may only hold one position in the bargaining unit.

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

- (a) 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;
- (b) 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 Employees may make a written request for transfer by filling out an Application for Transfer form indicating name, qualifications, experience, present area of assignment, seniority and posted position(s) the Employee is applying for. Employees will be permitted to provide an Application for Transfer form to the Employer prior to going on an absence from the workplace indicating what positions they wish to be considered for during such absence and must provide a contact number and email address, if available, the Employer can use to contact them during her absence should a posting arise.

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 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.

9.10 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 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:

- (a) 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) i) to v).
- (b) 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;
- (c) 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 (i) to (v) of Article 9.04 (a) 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;
- (d) no employee on a performance improvement plan shall be entitled to apply for any posted or subsequent vacancy;
- (e) 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 fulltime 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;
- (f) no probationary employee shall be entitled to apply for any posted position and a probationary employee may be transferred in the Employer's discretion;
- (g) 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
- (h) the Employer has sole discretion to reassign employees. A reassignment within a classification is not a transfer.

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 9.10 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:

- (a) to transfers initiated by the Employer or accepted by the employee on a voluntary basis;
- (b) to transfers occasioned by a staff reduction;
- (c) to demotion;
- (d) to an employee who applied for a lower-rated position; or
- (e) 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) 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 9.11 (g) 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 and one-half (7.5) consecutive hours exclusive of the breaks as set out in 10.02 below. The standard work week will consist of thirty seven and one-half (37.5) 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-half hour in each shift worked.

Employees who work a standard shift (7.5 hours) will be permitted a paid 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 should normally be submitted to the employee's supervisor or designate two (2) weeks in advance of posting. Requests made after this point will be considered at the sole discretion of the employer.
- (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 five (75) hours in a two (2) week period will not qualify for overtime when working on a scheduled day off until they have completed seventy five (75) hours of work in the scheduled two (2) week period.
- (f) No employees shall be scheduled to work more than six (6) 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 six (6) 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.

Should the Employer wish to introduce the scheduling of weekend work, they must provide no less than eight (8) weeks notice to the Union and the employees impacted.

- (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 provide the Union with four (4) weeks written notice.
- (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

- (a) The parties agree that the hours of work shall average 75 hours over a bi-weekly period. Due to the nature of the work, the employees will self-schedule and there will be flexible scheduling of hours in accordance with the needs of the patient.
- (b) If an employee anticipates working in excess of seventy-five (75) hours bi-weekly, he or she will request approval from the Employer, as per the employer procedure prior to working the excess hours. In the event of an urgent clinical situation, authorization may not be required, however the employee will inform the employer of the events in a timely manner.

Hours worked in excess of seventy-five (75) hours will be dealt with as set out below.

Except as provided above and elsewhere in this Agreement all work required and authorized by the Employer in excess of seven and one-half (7.5) 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 fifteen (15) 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 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 all hours worked provided the majority of the scheduled hours of the shift are after 15:00 hours.

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 three dollars and fifty cents (\$3.50) 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) time her regular hourly rate for hours worked. She shall also be reimbursed for any travel costs at the regular mileage rate.

In the event that standby is required, the Employer will provide the Union and employees with no less than six (6) weeks notice prior to implementation.

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 (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.

- (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 12, 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 (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.

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 – LAY OFF AND RECALL

- 11.01 In the event of a staff reduction requiring a permanent or temporary layoff 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 Bargaining Unit President and the Labour Relations Officer and affected employees with eight (8) weeks written notice of layoff.
- 11.02 The Employer will determine the timing of lay-offs and the number of employees to be laid off.
- 11.03 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, such layoff shall be on the basis of seniority, provided the employee is able to meet the operational needs of the Employer and has the skill, ability, and qualifications required to immediately perform the available work. 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.
- 11.04 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.
- 11.05 Lay-off will be considered permanent after thirteen (13) weeks, otherwise, lay-off will be considered on a temporary basis.

11.06 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.

11.07 In the event of a reduction in the number of employees, a lay-off of staff shall be based on the following provisions:

- (a) 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.
- (b) 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 11.07 (c).
- (c) 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:
 - i) their own classification; or
 - ii) another equal or lower classification.
- (d) While on temporary lay-off, the employee is entitled to receive those benefits as outlined in Article 15.02 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.
- (e) 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.
- (f) Employees who have received a notice of layoff must exercise their displacement rights within ten (10) calendar days of notification of their layoff.
- (g) There shall be no bumping up.

- (h) Intention to exercise any of the options outlined in Article 11.07 (b) must be declared within ten (10) calendar days of notification of layoff by the Employer.
 - (i) 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.
 - (j) A union representative and Labour Relations Officer 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.
- 11.08
- (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.
- 11.09 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.
- 11.10 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.

11.11 Severance pay shall be in accordance with the *Employment Standards Act*.

ARTICLE 12 – HOLIDAYS

12.01 Except as provided in Article 12.04, the following paid holidays will be recognized:

New Year's Day (January 1)	Civic Holiday
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Christmas Day (December 25)
Canada Day (July 1)	Boxing Day (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.

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 12.01 (b), 12.02, 12.03 and 12.04 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.

Note: Letter of Understanding 2 Float days.

- (a) 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.
- (b) In order to qualify for holiday pay, the Employee shall work her full scheduled working days immediately preceding and immediately following the paid holiday concerned, unless excused by the Employer or the Employee was absent due to:
 - i) legitimate illness or accident that commenced within a month of the date of the holiday. If the illness commenced on the day immediately preceding or immediately following the holiday, the Employee may be required to provide the Employer with a medical note substantiating the illness or accident;
 - ii) vacation granted by the Employer;
 - iii) the Employee's regular scheduled day off; or

iv) an approved paid or unpaid leave of absence.

(c) An Employee who is scheduled to work on a holiday, but does not work because of illness or injury will receive holiday pay as set out in Article 12.01, but will not receive any sick pay benefits.

12.02 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.

12.03 Subject to Article 12.04, 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.

12.04 PTO employees shall receive recognized public holidays provided in Article 12.01 (a) and holiday pay in accordance with the *Employment Standards Act*, except as provided in Article 12.01 (c).

12.05 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 13 – VACATIONS

13.01 The vacation year will be defined as follows:

For all employees, as a twelve (12) month period commencing the date of hire.

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

13.03 Entitlement:

(a) Each employee shall receive an annual vacation in accordance with her 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.

(b) Full-time employees to this Agreement shall be entitled to vacations as follows:

<p>i) Less than one (1) year of continuous service</p>	<p>5.77 hours of paid vacation per bi-weekly period of completed service during the vacation year.</p>
<p>ii) One (1) or more years of continuous service but less than thirteen (13) years of continuous service</p>	<p>twenty (20) working days of paid vacation per vacation year earned and payable at 5.77 hours per bi-weekly period of completed service during the vacation year.</p>

iii) Thirteen (13) 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 7.21 hours per bi-weekly period of completed service during the vacation year.
iv) Twenty (20) years or more of continuous service	Thirty (30) working days of paid vacation per vacation year earned and payable at 8.65 hours per bi-weekly period of completed service during the vacation year.

13.04 Employees on:

- (a) Long Term Disability; or
- (b) Workers' Compensation in excess of six (6) months,

shall not accumulate service for the purpose of vacation entitlement.

13.05 Scheduling

All vacation requests and scheduling will be based upon the needs of each Department, District or Program. 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 electronically post this information along with a blank schedule in the time prescribed below. Employees are required to register their vacation requests electronically. 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. All requests for single days off will only be considered following request for full calendar weeks.

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 two (2) weeks 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 four (4) 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.

PEAK PERIOD	EMPLOYER IDENTIFIES NUMBER OF EMPLOYEES OFF AND POSTS BLANK SCHEDULED BY:	EMPLOYEES REGISTER THEIR VACATION REQUESTS BY:	FINAL CONFIRMATION OF VACATION BY EMPLOYER:
SUMMER (eight weeks preceding Labour Day)	March 1 st	April 1 st	April 15 th
CHRISTMAS (December 18 th to December 24 th) NEW YEAR'S (December 26 th to January 1 st)	June 1 st	July 1 st	July 15 th
MARCH BREAK	September 30 th	October 31 st	November 6 th

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

13.06 If a request is submitted otherwise than as required by Article 13.05 and in the event that the requested period is available after the allocation of the vacations for employees complying with Article 13.05, it may be approved in the Employer's sole discretion.

13.07 Notwithstanding Articles 13.05 and 13.06, the Employer is not obligated to consider or grant in non-peak periods any vacation request that is made more than nine (9) months in advance.

13.08 Subject to Articles 13.05 and 13.06, 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.

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

- (a) vacation pay as required by Section 31 of the *Employment Standards Act*, or
- (b) vacation pay owing according to Article 13.03 (b);

- (c) A PTO employee who ceases to be employed by the Employer shall be paid the greater of:
 - i) vacation pay as required by Section 31 of the *Employment Standards Act*; or
 - ii) vacation pay owing according to Article 13.03 (b).

- 13.10
- (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.
 - (b) Where an employee's scheduled vacation is interrupted due to bereavement the employee shall be entitled to bereavement leave in accordance with Article 16.06 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.

13.11 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 13.03(b).

ARTICLE 14 – SALARIES

- 14.01 Employees shall be compensated for salaries and wages in accordance with Schedule "A" which is attached and forms part of the Collective 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.

- 14.02 Recognition of Previous Experience

The Employer will recognize recent related experience in their classification on the basis of one (1) annual increment for each one (1) year of service up to the maximum of the grid. Part-time service shall be recognized on the basis of seventeen hundred and twenty-five (1725) hours paid in previous employment equals one (1) year of service. It shall be the responsibility of a newly hired employee to make a claim of recent and related experience within the probationary period in order to be considered for a salary increment. If she/he fails to make a claim in the specified time period or fails to provide reasonable proof of recent related experience, she/he shall not be entitled to recognition.

14.03

(a) Full-time:

Each full-time Employee will be advanced from her/his present level to the next level set out in the Schedule "A", twelve (12) months after she was last advanced on her service review date.

An Employee's service above will cease to accrue on any absence without pay from the Employer exceeding thirty (30) continuous calendar days, excluding the first six (6) months of absence on WSIB.

(b) Part-time:

A part-time Employee will be advanced from her present level on the Salary Schedule to the next level on the Salary Schedule after obtaining seventeen hundred and twenty-five (1725) paid hours.

(c) Transfer:

An employee transferring from full-time, PTO, PTU, casual or temporary, or vice versa shall maintain her position on the salary grid. One year equals seventeen hundred and twenty-five (1725) paid hours. It is agreed that under no circumstance will an employee have a conversion date that is prior to the employee's hire date.

ARTICLE 15 – BENEFITS, SICK LEAVE AND PENSION

15.01

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

15.02 (a) Benefit Package-Group Benefit Package-Appendix C

(b) Pension Plan

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

(c) 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 covered by this agreement.

(d) 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 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.

(e) Change of Carrier

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.

15.03 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 thirty (30) 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.

15.04 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 make home visits 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 provide the names of three (3) practitioners from which the member and her physician shall pick one to perform the assessment.

15.05 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) 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 a period not to exceed the number of weeks under Level 1 benefits in the attached schedule;

- ii) 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) above.

The short-term sick leave entitlement will be determined annually on July 1st of each year. Length of Qualifying Employment will be rounded to the nearest year for the purposes of this determination.

- (b) 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) sixty percent (60%) of regular salary, payable for a period which will not exceed twenty-four (24) weeks.
 - ii) 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 seventeen twenty-five (1725) 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 regular active employment for a three (3) month period.

SHORT-TERM SICK LEAVE BENEFIT SCHEDULE

	LEVEL I	LEVEL II
Length of Qualifying Employment	Weeks with Full Basic Pay	Weeks with 60% of Basic Pay
>95 shifts worked	0	0
95 shifts worked	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

15.06 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.

15.07 Modified Work

When an employee requests, and when it has been medically determined that an employee is unable to return to the full duties of her or his position due to a disability either temporary or permanent, the Employer will notify and meet (in

person or by phone with Bargaining Unit President or designate to discuss the circumstances surrounding the employee's return to suitable work.

ARTICLE 16 – LEAVES OF ABSENCE

- 16.01 (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. Requests for personal leaves of absence will only be considered after float and compensating time off credits have been used.
- (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.
- (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.
- 16.02 (a) Union Leave
- Leave of absence without pay shall be granted to Employees selected by the Union to attend Union conventions or conferences, or Union business, provided that the leave does not unduly interfere with the operations of the Employer.
- The cumulative total leave of absence and the number of days is twenty (20) days during each fiscal year.
- Such request is to be made fourteen (14) calendar days in advance, where practicable, in writing by the Union. Such leave will not be unreasonably denied. Where it is normal practice, the Employer will endeavour to replace any Employee who is on leave for Union business by another Employee covered by the Collective Agreement. During such leave of absence, an Employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the local Union agrees to reimburse the Employer in the amount of the salary of the Employee. Employees will receive service and seniority credit for all leaves granted under this Article.
- (b) Leave for Board of Directors

An Employee, who is elected to the Board of Directors of the Ontario Nurses' Association, other than to the office of President, shall be granted a leave of absence without pay as she or he may require to fulfill the duties of the position. Reasonable notice sufficient to adequately allow the Employer to minimize disruption of its services shall be given to the Employer for such leave of absence. During such leave of absence, an Employee's salary and applicable benefits or percentage in lieu of benefits shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the salary and applicable benefits (or percentage in lieu of benefits) of the Employee. Employees will receive service and seniority credit for all leaves granted under this Article.

(c) Leaves for ONA President

Upon application in writing by the Union on behalf of the Employee to the Employer, a leave of absence shall be granted to such Employee elected to the office of President of the Ontario Nurses' Association. Notwithstanding Article 9.06, there shall be no loss of service or seniority for an Employee during such leave of absence. During such leave of absence, the Employee's salary and applicable benefits (or percentage in lieu of benefits) shall be maintained by the Employer and the Union agrees to reimburse the Employer in the amount of the full cost of such salary and applicable benefits (or percentage in lieu of benefits). It is understood, however, that during such leave the Employee shall be deemed to be an Employee of the Ontario Nurses' Association. The Employee agrees to notify the Employer of her or his intention to return to work at least two (2) weeks prior to the date of such return.

Notwithstanding the above, the Employer and the Union may make alternate arrangements in respect to salary and benefit continuation

16.03 Educational Leave

The parties acknowledge that the responsibility for professional development, as it relates to the work of the LHIN, is shared between the Employee and the Employer.

- (a) The Employer may, at its discretion, grant unpaid educational leave to any Employee who wishes to enroll in a post graduate, diploma, certificate or degree course of study relevant to their employment at the LHIN.
- (b) A full-time or regular part-time Employee may be approved for a leave of absence without loss of pay from her or his regularly scheduled working hours for the purpose of writing any examinations including any Quality Assurance Program required by a Regulatory College or required in any recognized course in which Employees are enrolled to upgrade their qualifications as it relates to their employment at the LHIN.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars related to the Employee's employment at the LHIN may be granted at the discretion of the Employer upon written application by the Employee. It is understood that any educational seminar for which an Employee requests reimbursement for course fees, materials, meals, and transportation, parking and accommodation expenses may be reimbursable when approval is authorized beforehand by the Employer.

- (d) When an Employee is required to attend any in-service or e-learning program during her or his regularly scheduled working hours, the Employee shall suffer no loss of regular pay. When an Employee is required by the Employer to attend courses or e-learning outside of her or his regularly scheduled working hours, the Employee shall be paid at the appropriate rate for all time spent in attendance on such courses or e-learning.

16.04

Pregnancy and Parental Leave(a) Pregnancy Leave

- i) 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.
- ii) The pregnancy leave of an employee
- (A) who is entitled to parental leave, ends seventeen (17) weeks after the pregnancy leave began;
- (B) who is not entitled to parental leave, ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began; or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- iii) 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.
- iv) 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.
- v) 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
- (A) 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
- (B) 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.

- vi) An employee who has given notice
 - (A) 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.
 - (B) 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

- i) Parental leave shall be granted for up to sixty-one (61) weeks duration sixty-three (63) weeks 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.
- ii) 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.
- iii) 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.
 - (A) 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.
 - (B) An employee who has given notice
 - 1) 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.

- 2) 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

- i) An employee
- (A) who elects not to participate in the benefit plans specified by Article 15 – Benefits, Sick Leave and Pension; and
- (B) 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 ii 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.

- ii) 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

- i) Subject to paragraph iii) 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.
- ii) 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.

- iii) 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.

16.05 Employer's Supplemental Employment Benefit Plan (SUB)

- (a) 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.
- (b) 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 commencement of the leave times her normal weekly hours.
- (c) 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.
- (d) 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. The amount of SUB top-up paid by the employer will not increase as a result of an employee's decision to take an extended parental leave.
- (e) 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.

16.06 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, in the event of bereavement of a person outside the above noted scope of coverage.

16.07 An employee may take an additional leave of absence without pay up to five (5) calendar days immediately following the leave in 16.06 for any of the above bereavements.

16.08 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 before 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.

16.09 Personal Emergency Leave

Subject to the provisions of Article 16.01, 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, dependents, 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 16.09 Short-Term Sick Leave benefits as outlined in Article 15.05 are not accrued paid time.

16.10 Family Medical Leave

Employees may be eligible to compassionate care benefits under the Employment Insurance Act and in accordance with and subject to the provisions of section 49(1) of the *Employment Standards Act*.

16.11 Pre-Paid Leave

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

- (a) 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.
- (b) Employees must make written application to the Employer requesting permission for the leave.
- (c) The Employer shall respond to a request for such leave within thirty (30) days following receipt of the request, in writing.
- (d) Service and seniority shall be retained during the period of the leave.
- (e) Upon return from such a leave the employee shall be reinstated to a comparable position.
- (f) 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.

16.12 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.

16.13 Military Leave

An Employee will be granted unpaid Military Leave in accordance with the *Employment Standards Act*. The Employee will give as much notice as is reasonably possible and will provide a copy of the Military Notice when received.

Subject to operational requirements, an Employee may be granted unpaid leave without loss of service or seniority to meet obligations pertaining to the Canadian Military Reserve for leaves not covered by the *Employment Standards Act*, *Reservist Leave*.

16.14 Professional Leave

Leave of absence, without pay and without loss of seniority, may be granted, upon application in writing to the Director of Human Resources, for attendance at meetings of the N.P.A.O., R.N.A.O and OCSA to a maximum of four (4) working days per request and to an annual aggregate of ten (10) working days for the bargaining unit. Such requests will be made at least four (4) weeks in advance and approval will be subject to operational requirements. Such requests will not be unreasonably denied.

ARTICLE 17 - TERMINATION OF EMPLOYMENT

17.01 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 18 – TRANSPORTATION POLICY

18.01 Whenever employees are required to operate a privately owned automobile in the course of their employment they shall receive a transportation allowance per kilometre to be paid in accordance with the Employer's travel allowance policy. The reimbursement rate will be in compliance with the Travel, Meal and Hospitality Directive issued by the Management Board of Cabinet (MBC).

ARTICLE 19 – TECHNOLOGICAL CHANGE

19.01 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 20 – PERFORMANCE APPRAISAL

20.01 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.

20.02 Disciplinary Notations

Any letter of reprimand or suspension will be removed from the record of an employee eighteen (18) months following the receipt of such letter or suspension

provided that such employee's record has been discipline free for eighteen (18) months.

No document shall be used against an employee where it has not been brought to her or his attention in a timely manner.

- 20.03 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 21 – HEALTH AND SAFETY

- 21.03 (a) The Employer and the Union agree that they mutually desire to maintain standards of occupational health and safety in the organization, in order to prevent 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, and Employees shall attend required health and safety training sessions.
- (b) Recognizing its responsibilities under the applicable legislation, the Employer agrees to accept as a member of its Joint Health and Safety Committee, at least one representative from the bargaining unit. The Union shall notify the Employer of their representatives.
- (c) 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.
- (d) 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.
- (e) The Union agrees to endeavour to obtain the full cooperation of its membership in the observation of all safety rules and practices.
- (f) Meetings shall be held every third month or more frequently at the call of either co-chair, if required. The Committee shall keep Minutes of all meetings and make the Minutes available for review.
- (g) All time spent by a member of the Joint Health and Safety Committee attending meetings of the Committee and carrying out the members duties, shall be deemed to be time worked for which the member shall be paid by the Employer at the member's applicable rate of pay, and the member shall be entitled to such time from the member's work as necessary for those duties.
- (h) 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)*].
- (i) The Employer will ensure adequate stocks of the N95 respirator (or such other personal protective equipment as the parties may in writing agree) to be made available to Employees at short notice in the event there are reasonable indications of the emergence of a pandemic.

- (j) The Employer will train certified workers in accordance with Section 9.12 of the *Occupational Health and Safety Act*.
- (k) 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.

21.04 Workplace Violence

- (a) "Workplace violence" means:
 - i) The exercise of physical force by a person against a worker, in a workplace, that causes or could cause physical injury to the worker,
 - ii) An attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
 - iii) A statement or behaviour that it is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

The parties agree that workplace violence will not be condoned. Employees report workplace violence to their Manager or designate.

The Employer will develop and maintain policies and procedures to deal with workplace violence and shall submit any changes to these policies to the Joint Health and Safety Committee for input and review.

These policies and procedures shall be communicated to all Employees at orientation and annually.

- (b) The Employer will report all incidents of violence as defined herein to the Joint Health and Safety Committee for review.
- (c) The parties agree that, if incidents involving an Employee and an aggressive patient or patient family member occur, such action will be recorded and reviewed at the Joint Health and Safety Committee.
- (d) Subject to appropriate legislation, the Employer will inform the Union of incidents under this provision consistent with Section 52(1) of the *OH&S Act and Regulations*.

21.05 The Union may hold meetings on Employer premises providing permission has been first obtained from the Employer and which permission shall not be unreasonably withheld.

ARTICLE 22 – GENERAL

22.01 Whenever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine had been used where the context so required.

22.02 The Employer will arrange the printing of the Collective Agreement and will share equally with the Union any cost of printing.

- 22.03 The Employer shall provide each employee and the Union access to the information booklets outlining the details of the benefits plans referred to in Article 15.
- 22.04 Prior to implementing new policies which affect the terms and conditions of employment for bargaining unit Employees, and prior to effecting any changes in existing policies which affect the terms and conditions of employment for bargaining unit Employees, the Employer will notify the Union of any new or changed policies and provide the Union with copies of same.
- 22.05 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.
- 22.06 Proof of Employment – Financial Disclosure
- Upon request, the Employer will provide the Employee, within fourteen (14) days, with a letter detailing her or his employment dates, length of service and position occupied with the Employer.
- 22.07 Should an Employee, who is a Health Professional under the *Regulated Health Professions Act*, be required to provide her or his Regulatory College with proof of the Employer's liability insurance, the Employer, upon request from the Employee, will provide the Employee with a letter outlining the LHIN liability coverage for Health Professionals in the employ of the LHIN.
- It is understood and agreed that the provision of the above noted letter in no way obligates the Employer to amend, alter or augment existing insurance coverage or to obtain or maintain insurance coverage beyond what is required by applicable legislation or regulation.
- 22.08 If a Regulated Health Professional is advised or notified that he/she is not a member in good standing with her College for non-payment of the annual fee, the Employee will notify the Employer immediately and will be placed on non-disciplinary suspension without pay. If the Employee presents evidence that her or his Registration has been reinstated, he/she shall be reinstated to her or his position effective upon presenting such evidence. Failure to provide evidence within ninety (90) calendar days of the Employee being placed on non-disciplinary suspension by the Employer will result in the Employee being deemed to be no longer qualified and the Employee shall be terminated with cause from the employ of the Employer unless there are extenuating circumstances beyond the control of the Employee. Such termination shall not be the subject of a grievance or arbitration subject to the provisions of the Ontario Human Rights Code.

ARTICLE 23 – NO STRIKES OR LOCKOUTS

- 23.01 The Union agrees that there shall be no strikes and the Employer agrees that there shall be no lockouts, so long as this Agreement continues to operate. The terms "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*.

ARTICLE 24 – DURATION AND RETROACTIVITY

- 24.01 This Agreement shall continue in effect until March 31, 2021 and shall remain in effect from year to year thereafter unless either party gives the other party written notice of termination or desire to amend the agreement.
- 24.02 All terms of the collective agreement shall become effective upon date of ratification by both parties to the agreement unless specifically stated otherwise in the agreement. Salary rates shall be effective on the dates and in the amounts stipulated in Schedule "A".
- 24.03 Notice that amendments are required or that either party desires to terminate this agreement may only be given within a period of ninety (90) days prior to the expiration date of this agreement or to any anniversary of such expiration date.

APPENDIX A – SALARIESNurse Practitioner

Step	November 1, 2018	April 1, 2019 (1.75%)	April 1, 2020
START	\$47.69	\$48.53	TBD*
Year 1	\$48.93	\$49.79	TBD*
Year 2	\$50.83	\$51.23	TBD*
Year 3	\$52.00	\$52.91	TBD*
Year 4	\$53.85	\$54.79	TBD*
Year 5	\$54.88	\$55.84	TBD*
Year 6	\$55.92	\$56.90	TBD*
Year 7	\$57.38	\$58.38	TBD*
Year 8	\$58.10	\$59.11	TBD*

***% GENERAL INCREASE TO MATCH APRIL 1, 2020 INCREASE AT CENTRAL LHIN**

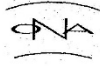
Clinical Nurse Specialist

Step	November 1, 2018	April 1, 2019 (1.75%)	April 1, 2020
START	\$46.48	\$47.30	TBD*
Year 1	\$48.29	\$49.14	TBD*
Year 2	\$49.40	\$50.26	TBD*
Year 3	\$51.15	\$52.05	TBD*
Year 4	\$51.28	\$52.18	TBD*
Year 5	\$53.33	\$54.27	TBD*
Year 6	\$54.26	\$55.21	TBD*
Year 7	\$55.19	\$56.16	TBD*

***% GENERAL INCREASE TO MATCH APRIL 1, 2020 INCREASE AT CENTRAL LHIN**

All current employees will be placed at the wage level identified in the attached document and begin accrual to the next step on the wage grid starting on November 1, 2018 in accordance with the Collective Agreement, in addition to the general wage increase as outlined in this memorandum of settlement.

Employees hired after the date of ratification shall be placed at the start of the grid and shall progress to the next step on their anniversary date of hire in accordance with the Collective Agreement.

APPENDIX B – GREIVANCE FORM

**ONTARIO NURSES' ASSOCIATION
ASSOCIATION DES INFIRMIERES ET INFIRMIERS DU L'ONTARIO
GRIEVANCE REPORT/RAPPORT DE GRIEF**



ONA LOCAL SECTION LOCALE DE L'AIO	EMPLOYER EMPLOYEUR	STEP ETAP E	DATE SUBMITTED TO EMPLOYER DATE DE SOUMISSION A L'EMPLOYEUR
GRIEVOR PLAIGNANTE		1.	
DEPARTMENT SERVICE	GRIEVANCE NO. NO DU GRIEF	2.	
		3.	
NATURE OF GRIEVANCE AND DATE OF OCCURANCE/NATURE DU GRIEF ET DATE DE L'EVENEMENT			
SETTLEMENT REQUESTED/REGLEMENT DEMANDE			
SIGNATURE OF GRIEVOR: SIGNATURE DU LA PLAIGNANTE:		SIGNATURE OF ASSOCIATION REP: SIGNATURE DE LA REP. DE L'AIO	
STEP ONE PREMIERE ETAPE ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
			SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	▶	ffff
STEP TWO DEUXIEME ETAPE ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
			SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	▶	fff
STEP THREE TROISIEME ETAPE ▶	EMPLOYER'S ANSWER/REPOSE DE L'EMPLOYEUR	DATE RECEIVED FROM THE UNION: DATE DE RECEPTION DU SYNDICAT:	DATE SUBMITTED TO THE UNION: DATE DE SOUMISSION AU SYNDICAT:
			SIGNATURE AND POSTION OF EMPLOYER'S REPRESENTATIVE SIGNATURE ET TITRE DU REPRESENTANT DE L'EMPLOYEUR
	DATE RECEIVE BY THE UNION: DATE DE RECEPTION PAR LE SYNDICAT:	▶	ffff
ON-09 REV.01/2000			
DISTRIBUTION: 1. BLACK – EMPLOYER 2. BROWN – ONA 3. BLUE – LOCAL ASSOCIATION 4. GREEN – GRIEVOR DISTRIBUTION: 1. NOIR – EMPLOYEUR 2. BRUN – AIO 3. BLEU – ASSOCIATION LOCALE 4. VERT – PLAIGNANTE			

APPENDIX C – BENEFITS PACKAGE

During the life of this agreement, the benefits package for full-time permanent employees will remain the same as it was prior to the date of ratification and includes coverage for the following:

1. \$500 per calendar year combined for all of the following practitioners: Physiotherapist, Chiropractor, Podiatrist, Chiropracist, Massage Therapist, Naturopath, Speech Therapist, Physiotherapist, Athletic Therapist, Psychologist, Marriage and Family Therapist, Social Worker.
2. Health Spending Account of 1.8% of annual salary.
3. Eye examination to a maximum of fifty dollars (\$50.00) per covered person every consecutive twenty-four (24) month period.
4. Vision care to a maximum of \$250 per twenty-four (24) month period.
5. 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.
6. Comprehensive dental package.
7. Life Insurance of two (2) times annual earnings.
8. Accidental Death and Dismemberment at one (1) time annual earnings.

Private hospital coverage.

9. Long-term disability.

The Employer will be responsible for 100% of the billed premiums for the above benefits for full-time permanent employees in the active employ of the LHIN.

PART II – PART-TIME UNDER (PTU) EMPLOYEES

ARTICLE C – GENERAL

- C.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.
- C.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 D – PART I PROVISIONS INCORPORATED

- D.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 – PART-TIME UNDER (PTU) EMPLOYEES

Same as FT/PTO

ARTICLE 2 – RELATIONSHIP

Same as FT/PTO

ARTICLE 3 – MANAGEMENT RIGHTS

Same as FT/PTO

ARTICLE 4 – BULLETIN BOARDS

Same as FT/PTO

ARTICLE 5 – PTO EMPLOYEES

Not Applicable

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 nine hundred and seventy-five (975) 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

Same as FT/PTO

ARTICLE 8 – SENIORITY

Same as FT/PTO

ARTICLE 9 – JOB POSTING AND TRANSFER

Same as FT/PTO

ARTICLE 10 – HOURS OF WORK

Same as FT/PTO

ARTICLE 11 – LAYOFF AND RECALL

Except Not 11.07(D) Regarding Benefits Continuation

ARTICLE 12 – HOLIDAYS

Except Not 12.03

12.04 PTU employees shall receive recognized public holidays provided in Article 12.01 (a) and holiday pay in accordance with the *Employment Standards Act*, except as provided in Article 12.01 (c).

ARTICLE 13 – VACATIONS

Same as FT/PTO except as provided

13.03 PTU employees shall take an annual vacation of at least two (2) calendar weeks for which they shall receive pay as follows:

i) Less than one (1) year of continuous service	Eight percent (8%) of the employee's wages in the period preceding the vacation
ii) One (1) or more years of continuous service but less than thirteen (13) years of continuous service	Eight percent (8%) of the employee's wages in the twelve (12) months prior to the vacation year.
iii) Thirteen (13) 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.
iv) Twenty (20) years or more of continuous service	Twelve percent (12%) of the employee's wages in the twelve (12) months prior to the vacation year.

13.04 Subject to Articles 13.06 and 13.07 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.

13.05 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.

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

- (a) vacation pay as required by Section 38 of the *Employment Standards Act*, or
- (b) vacation pay owing according to Article 14.03 in this Part.

ARTICLE 14 – SALARIES

Same as FT/PTO

ARTICLE 15 – BENEFITS

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.

ARTICLE 16 – LEAVES OF ABSENCE

Except Not 16.04 (c) (Employee Benefits) which is not replaced

ARTICLE 17 – TERMINATION OF EMPLOYMENT

Same as FT/PTO

Severance pay shall be in accordance with the *Employment Standards Act*

ARTICLE 18 – TRANSPORTATION POLICY

Same as FT/PTO

ARTICLE 19 – TECHNOLOGICAL CHANGE

Same as FT/PTO

ARTICLE 20 – PERFORMANCE APPRAISAL

Same as FT/PTO

ARTICLE 21 – HEALTH AND SAFETY

Same as FT/PTO

ARTICLE 22 – GENERAL

Same as FT/PTO

ARTICLE 23 – STRIKE/LOCKOUT

Same as FT/PTO

ARTICLE 24 – DURATION

Same as FT/PTO

PART III – CASUAL AND TEMPORARY EMPLOYEES

ARTICLE E – GENERAL

E.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.

E.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 F – PROVISIONS INCORPORATED

F.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 modifications set out below:

ARTICLE 1 – CASUAL AND TEMPORARY EMPLOYEES

1.02 and 1.03 of the FT/PTO

ARTICLE 2 – RELATIONSHIP

Same as FT/PTO

ARTICLE 3 – MANAGEMENT RIGHTS

Same as FT/PTO

ARTICLE 4 – BULLETIN BOARD

Same as FT/PTO

ARTICLE 5 – PTO EMPLOYEES

Not Applicable

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 nine hundred and seventy-five (975) 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 AND ARBITRATION

Same as FT/PTO

ARTICLE 8 – SENIORITY

Except Not Article 8.01, which is replaced by:

- 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 seventeen hundred and twenty-five (1725) 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 March 1st and September 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

9.01 The Employer will post notice of all new and vacant full-time, PTO and PTU positions for a period of seven (7) 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 seven (7) 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 the 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 (i) to (iv), 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 bulletin boards 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:

- (a) 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;
- (b) 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 eighty seven and a half (487.5) 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 three hundred (300) scheduled hours (as defined in Article 10.01 in this Part) or such greater number of shifts, not to exceed four hundred and eighty seven and a half (487.5) 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 Employees may make a written request for transfer by filling out an Application for Transfer form indicating name, qualifications, experience, present area of assignment, seniority and posted position(s) the Employee is applying for. Employees will be permitted to provide an Application for Transfer form to the Employer prior to going on an absence from the workplace indicating what positions they wish to be considered for during such absence and must provide a contact number and email address, if available, the Employer can use to contact them during her absence should a posting arise.

9.09 (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.

9.10 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.

9.11 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.

9.12 It is expressly understood and agreed that:

- (a) 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.
- (b) 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;
- (c) 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;
- (d) 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;

- (e) no probationary employee shall be entitled to apply for any posted position and a probationary employee may be transferred in the Employer's discretion;
- (f) 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
- (g) the Employer has sole discretion to reassign employees within the same classification. This provision shall not be exercised in a discriminatory or arbitrary manner.

9.13 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 9.10 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:

- (a) to transfers initiated by the Employer or accepted by the employee on a voluntary basis;
- (b) to transfers occasioned by a staff reduction;
- (c) to demotion;
- (d) to an employee who applied for a lower-rated position; or
- (e) in any other circumstances than those provided for in this Article.

9.14 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 9.04, such vacancy need not be posted.

ARTICLE 10 – HOURS OF WORK

Same as FT/PTO

ARTICLE 11 – LAYOFF AND RECALL

Not Applicable

ARTICLE 12 – HOLIDAYS

Except Not 12.03 AND 12.04

ARTICLE 13 – VACATIONS

- 13.01 The vacation year will be defined as a twelve (12) month period commencing the date of hire.
- 13.02 Payment of vacation pay to temporary and casual employees shall be made on the regular pay days in accordance with the following schedule.

i) Less than one (1) year of continuous service	Eight percent (8%) of the employee's wages in the period preceding the vacation
ii) One (1) or more years of continuous service but less than thirteen (13) years of continuous service	Eight percent (8%) of the employee's wages in the twelve (12) months prior to the vacation year.
iii) Thirteen (13) 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.
iv) Twenty (20) years or more of continuous service	Twelve percent (12%) of the employee's wages in the twelve (12) months prior to the vacation year.

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.

- 13.03 A casual or temporary employee who ceases to be employed by the Employer shall be paid the greater of:
- (a) Vacation pay as required by Section 38 of the *Employment Standards Act* as amended; or
 - (b) Vacation pay owing according to Article 13.02 in this Part.

13.04 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.

- 13.05 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.

ARTICLE 14 – SALARIES

Same as FT/PTO

ARTICLE 15 – BENEFITS, PENSION AND SICK LEAVE

- 15.01 Casual and Temporary 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.
- 15.02 Casual Temporary 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.

ARTICLE 16 – LEAVES OF ABSENCE

- 16.01 (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.

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. Requests for personal leaves of absence will only be considered after any float and compensating time off credits have been used.

- (b) 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.

16.02 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.

16.03 Educational Leave

The parties acknowledge that the responsibility for professional development, as it relates to the work of the LHIN, is shared between the Employee and the Employer.

- (a) The Employer may, at its discretion, grant unpaid educational leave to any Employee who wishes to enroll in a post graduate, diploma, certificate or degree course of study relevant to their employment at the LHIN.
- (b) A full-time or regular part-time Employee may be approved for a leave of absence without loss of pay from her or his regularly scheduled working hours for the purpose of writing any examinations including any Quality Assurance Program required by a Regulatory College or required in any recognized course in which Employees are enrolled to upgrade their qualifications as it relates to their employment at the LHIN.
- (c) Leave of absence without loss of regular earnings from regularly scheduled hours for the purpose of attending short courses, workshops or seminars related to the Employee's employment at the LHIN may be granted at the discretion of the Employer upon written application by the Employee. It is understood that any educational seminar for which an Employee requests reimbursement for course fees, materials, meals, transportation, parking and accommodation expenses may be reimbursable when approval is authorized beforehand by the Employer.
- (d) When an Employee is required to attend any in-service or e-learning program during her or his regularly scheduled working hours, the Employee shall suffer no loss of regular pay. When an Employee is required by the Employer to attend courses or e-learning outside of her or his regularly scheduled working hours, the Employee shall be paid at the appropriate rate for all time spent in attendance on such courses or e-learning.

16.04 Pregnancy and Parental Leave

(a) Pregnancy Leave

- i) 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.
- ii) The pregnancy leave of an employee
 - (A) who is entitled to parental leave, ends seventeen (17) weeks after the pregnancy leave began;
 - (B) who is not entitled to parental leave, ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began; or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- iii) 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.
- iv) 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.
- v) 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
 - (A) 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
 - (B) 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.
- vi) An employee who has given notice
 - (A) 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.

- (B) 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

- i) 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.
- ii) 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.
- iii) 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.
- iv) 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.
- v) An employee who has given notice
 - (A) 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.
 - (B) 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

- i) 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.
- ii) 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.
- iii) 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.

16.05 Not Applicable

16.06 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, in the event of bereavement of a person outside the above noted scope of coverage.

16.07 An employee may take an additional leave of absence without pay up to five (5) calendar days immediately following the leave in 16.06 for any of the above bereavements.

16.08 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.

16.09 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.

16.10 Family Medical Leave

Employees may be eligible to compassionate care benefits under the Employment Insurance Act and in accordance with and subject to the provisions of section 49(1) of the *Employment Standards Act*.

ARTICLE 17 – TERMINATION OF EMPLOYMENT

Same as FT/PTO

15.03 Severance pay shall be in accordance with the *Employment Standards Act*.

ARTICLE 18 – TRANSPORTATION POLICY

Same as FT/PTO

ARTICLE 19 – TECHNOLOGICAL CHANGE

Same as FT/PTO

ARTICLE 20 – PERFORMANCE APPRAISAL

Same as FT/PTO

ARTICLE 21 – HEALTH AND SAFETY

Same as FT/PTO

ARTICLE 22 – GENERAL

Same as FT/PTO

ARTICLE 23 – STRIKE/LOCKOUT

Same as FT/PTO

ARTICLE 24 – DURATION

Same as FT/PTO

DATED at _____ Ontario this _____ day of _____, 2019.

FOR THE EMPLOYER:

“Manson Locke”

“Akin Falode”

“Fatima Ul-Haq”

FOR THE UNION:

“Silvana Petersen”

“James Mastin”

“Nicole McGrath”

LETTER OF UNDERSTANDING

Between:

CENTRAL COMMUNITY CARE ACCESS CENTRE
(Hereinafter referred to as "the Employer")

And:

ONTARIO NURSES' ASSOCIATION
(Hereinafter referred to as "the Union")

RE: ARTICLE 12 – 2 FLOAT DAYS

The parties agree that all staff as of the date of ratification of the Collective Agreement will be grandfathered and retain 2 float days on a go forward basis for the duration of their employment with the Toronto Central LHIN.

DATED at _____ Ontario this _____ day of _____ 2019.

FOR THE EMPLOYER:

FOR THE UNION:

"Manson Locke"

"Silvanna Petersen"

"Akin Falode"

"James Mastin"

"Fatima UI-Haq"

"Nicole McGrath"
