April 1, 2023, to March 31, 2026

Between the Board of Health for Public Health Sudbury & Districts (Hereinafter called the "Employer")

And the Canadian Union of Public Employees (CUPE) and its Local 1916 (Hereinafter called the "Union")





Public Health Sudbury & Districts and CUPE and its Local 1916

TABLE OF CONTENTS

ARTICLE	1 — PURPOSE	1			
ARTICLE	2 — SCOPE	. 1			
ARTICLE	3 — RECOGNITION	. 1			
ARTICLE	4 — RESPONSIBILITY OF EMPLOYEES	2			
ARTICLE	5 — EMPLOYER RIGHTS	3			
ARTICLE	6 — UNION SECURITY	4			
6:03	RETURN TO WORK	4			
ARTICLE	ARTICLE 7 — GRIEVANCE PROCEDURE				
7:05	STEP 1	5			
7:06	STEP 2	6			
7:07	STEP 3	6			
7:08	STEP 4	6			
7:09	GENERAL GRIEVANCES	6			
7:11	DISCHARGE, SUSPENSION, AND DISCIPLINE CASES	7			
ARTICLE	8 — ARBITRATION				
8:06	MEDIATION	9			
ARTICLE	: 9 — SENIORITY (PERMANENT EMPLOYEES ONLY)				
9:03	LAYOFF				
RECAL	L RIGHTS				
9:06	APPLICATION OF SENIORITY FOR TEMPORARY EMPLOYEES				
ARTICLE	10 — JOB POSTINGS				
10:08	DEFINITIONS				
	NENT EMPLOYEE				
	11 - NO DISCRIMINATION				
	2 12 — NO STRIKES OR LOCKOUTS				
ARTICLE	2 13 VALIDITY OF AGREEMENT	17			
ARTICLE	2 14 — LEAVE OF ABSENCE				
14:03	PREGNANCY/PARENTAL LEAVE				
14:04	JURY AND WITNESS DUTY LEAVE				
14:07	LEAVE OF ABSENCE WITHOUT PAY				
14:08 EDUCATIONAL LEAVE					
2023-2026 ii					

Public Health Sudbury & Districts and CUPE and its Local 1916

ARTICLE 1	5 — STATUTORY HOLIDAY 2	0
ARTICLE 1	6 — VACATION	1
VACATIC	ON REQUEST SCHEDULE	.2
16:03 Pl	RO-RATING — SPECIFIED PAID HOLIDAYS AND VACATIONS 2	.3
ARTICLE 1	7 — BEREAVEMENT LEAVE 2	4
ARTICLE 1	8 — HOURS OF WORK	6
ARTICLE 1	9 — OVERTIME	6
19:01 OVE	ERTIME	:6
19:02 ON	CALL DUTY 2	7
ARTICLE 2	0 — RELIEVING IN OTHER POSITIONS 2	8
ARTICLE 2	1 — BENEFIT PLANS	8
21:02 E	MPLOYEE EARLY RETIREMENT/DISABLED BENEFIT PLAN	0
21:03 S	ICK LEAVE	1
ARTICLE 2	2 — KILOMETRAGE ALLOWANCE	2
ARTICLE 2	3 — GENERAL	2
23:03 L	ABOUR MANAGEMENT COMMITTEE TERMS OF REFERENCE	3
23:06 C	OVERALLS/SAFETY FOOTWEAR SUBSIDY	5
23:07 U	INIFORM SUBSIDY	6
23:08 P	ER DIEM RATE	6
TRAVELI	LING TO CONFERENCES, CONVENTIONS, OR SEMINARS	6
23:11 IS	SOLATION ALLOWANCE	7
ARTICLE 2	4 — PAY DAYS	8
ARTICLE 2	5 BULLETIN BOARDS	8
ARTICLE 2	6 — WAGES	8
ARTICLE 2	7 — TERM OF AGREEMENT APRIL 1, 2023 TO MARCH 31, 2026 4	0
SCHEDUI	LE "A" WAGES 4	1
APRIL 1, 2	2023, TO MARCH 31, 2024 4	1
APRIL 1, 2	2024, TO MARCH 31, 2025	4
APRIL 1, 2	2025, TO MARCH 31, 2026	17
LETTER OF	F UNDERSTANDING – BEACH ON-CALL SCHEDULE	0

Collective Agreement

ARTICLE 1 — PURPOSE

- 1:01 The reasons for this Collective Bargaining Agreement are as follows:
 - to promote a positive working relationship between the Union, the Employer, and its employees;
 - to resolve disputes;
 - to establish and maintain satisfactory working conditions, hours of work, and wages.
- 1:02 The Union and the Employer benefit from and are bound by this Collective Bargaining Agreement.
- 1:03 If the context permits, singular and plural terms include both singular and plural meanings and gendered terms include all gender identities.

ARTICLE 2 — SCOPE

2:01 The Employer recognizes the Union as the certified bargaining agent for all employees of Public Health Sudbury & Districts, save and except supervisors, employees above the rank of supervisor, community nurse specialist, epidemiologist, network administrator, application specialist, payroll and benefits administrator, officer education services, community nutrition specialist, community environmental health specialist, program evaluator, secretaries, summer student employees, persons regularly employed for not more than 24 hours per week, and employees covered by subsisting collective agreements.

ARTICLE 3 — RECOGNITION

3:01 The Employer recognizes the Canadian Union of Public Employees and its Local 1916 as the sole collective bargaining agent for all employees covered by Article 2:01— Scope in respect to hours of work, wages, and all other conditions pertaining to this agreement.

_ ---- -- --

Collective Agreement

- 3:02 UNION ORIENTATION — On commencing employment, the employee's immediate supervisor shall introduce the employee to their Union steward or representative. An officer of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay for a maximum of 30 minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the Employer and the Union.
- 3:03 (a) Persons whose jobs are not in the Bargaining Unit shall not work on any jobs which are normally included in the Bargaining Unit except for the purpose of instruction, experimentation, during an emergency, and other cases that may be mutually agreed upon by the parties.
 - (b) Notwithstanding Article 3:03(a) the Employer may utilize volunteers as follows:
 - (1)Volunteers are those individuals who perform a service for Public Health Sudbury & Districts with no personal financial gain. The parties agree that volunteers do not replace paid staff but enrich and enhance public health services.
 - (2)The Employer will not utilize volunteers to the extent of impacting the integrity of the Bargaining Unit.
 - (3) The Employer will provide the Union with a copy of the quarterly report of volunteer utilization.

ARTICLE 4 — RESPONSIBILITY OF EMPLOYEES

- 4:01 It's recognized that the Employer administration is responsible for the safety, health, comfort, and general welfare of the citizens, therefore, the Union and the employees which it represents recognize that they must be prepared to assist in carrying out the services of the Employer when in the opinion of the Employer it's possible and feasible to do so.
- 4:02 This responsibility to the citizens of the district is the sole responsibility of the Employer and requires that any dispute arising over the interpretation of the terms of this agreement be adjusted and settled in an orderly manner without interruption to the services to the citizens; therefore, the Union and the employees 2023-2026 2

whom it represents agree that any difference with the Employer which may occur during the term of this agreement will be dealt with under the provisions of the grievance procedure set forth in Article 7.

4:03 It shall be the responsibility of all employees to notify by duplicate their respective division head and Corporate Services within 5 working days of any change in address or telephone number.

ARTICLE 5 — EMPLOYER RIGHTS

- 5:01 The Union recognizes that the management and direction of the working forces are fixed exclusively with the Employer and without restricting the generality of the foregoing, the Union acknowledges that it's the exclusive function of the Employer to:
 - 1. Maintain order, discipline, and efficiency;
 - 2. Hire, assign, direct, promote, demote, classify, transfer, layoff and recall, and discharge, suspend, or otherwise discipline employees for just cause;
 - 3. Determine the methods and techniques of work, the schedules of work, the number of personnel to be employed, and to determine all other functions and prerogative hereinbefore vested in and exercised by the Employer which shall remain solely with the Employer;
 - 4. Make, enforce and alter from time-to-time rules and regulations to be observed by the employees, however, should new rules or regulations be instituted, or existing rules or regulations be altered the Union will be given prior notice and opportunity for discussion with the Employer prior to posting and/or implementation.
- 5:02 The Employer agrees that these functions shall be executed in a manner consistent with the terms and provisions of the Collective Agreement, and subject to the right of the employee or the Union to lodge a grievance as set forth herein.

Collective Agreement

ARTICLE 6 — UNION SECURITY

- 6:01 1. The Employer will deduct Union dues from the earnings of each employee who is covered by this Collective Agreement, based on the written instructions from the Union. The Union dues will be:
 - a. determined by the local Union's bylaws and confirmed in writing to the Employer;
 - b. deducted bi-weekly on each pay;
 - c. forwarded to the treasurer of the Union by the last day of each month.
 - 2. With each month's dues' payment, the Employer will provide a list of all dues-paying employees to the treasurer of the union. The list will show the employees' name and dues deducted as well as any additions or deletions in employees who are covered by this Collective Agreement.
- 6:02 1. No contract, written or oral, shall be entered into between the Employer or any of its designated representatives, and employees covered by this agreement on matters relative to hours of work, wages, and working conditions, promotions, or any other conditions affecting the welfare of the employees in general.
 - 2. A Union bargaining committee shall be elected or appointed and consist of not more than 3 members of the Union who shall be employees of the Employer. The Union will advise the Employer of the Union nominees to the committee.

6:03 RETURN TO WORK

During the Return-to-Work process, under the Ontario Human Rights Code, the Union is considered a partner.

Collective Agreement

ARTICLE 7 — GRIEVANCE PROCEDURE

- 7:01 Within the terms of this agreement, a grievance shall be defined as a difference arising between the employee, the Union, or both, and the Employer as to the interpretation, application, and administration or the alleged violation of the provisions of this agreement.
- 7:02 1. The Employer acknowledges the right of the Union to appoint or otherwise select stewards and a Union grievance committee of Local 1916 who shall be employees of the Employer. The stewards and members of the aforesaid committee shall be communicated to the Employer.
 - 2. No employee shall conduct Union activities during normal working hours other than as specifically permitted by this agreement or with the permission of the Director of Corporate Services. This article shall not prevent employees from engaging in casual conversation relating to Union affairs.
- 7:03 It's understood that an employee has no grievance until they have first given their supervisor an opportunity to adjust the complaint.
- 7:04 a) An employee's complaint which is not settled by their supervisor within 3 working days shall then commence at Step 1 of the grievance procedure.
 - b) It's agreed between the parties that all times for grievance meetings shall be mutually agreed upon.
 - c) All grievances shall be in writing and all replies to all stages shall be in writing and signed by an Employer representative.

An employee grievance must be signed by the aggrieved employee. A general grievance must be signed by the president and secretary of the Union or their designates. All must also **indicate** the specific redress sought.

7:05 STEP 1

The aggrieved employee(s) will submit the written grievance to their steward or a member of the Union grievance committee who will consider the grievance and if the aggrieved is deemed justified will proceed to Step 2 providing no more than 15 working days have elapsed since the occurrence of the alleged grievance.

Public Health Sudbury & Districts and CUPE and its Local 1916

7:06 STEP 2

A steward or member of the grievance committee shall take the written grievance to the applicable division director who then shall, within 4 working days, meet during working hours to discuss and attempt to resolve the grievance. Grievances that are not settled within 5 working days of the meeting shall be referred back to the Union grievance committee.

7:07 STEP 3

Failing settlement being reached in Step 2, the grievance committee accompanied by a representative of Canadian Union of Public Employees may then present the grievance to the designated committee of the Employer. This designated committee shall arrange a meeting within 14 working days of receipt of notification from the grievance committee. A written decision by the designated committee shall be given to the grievance committee within 7 working days of the meeting.

7:08 STEP 4

Failing satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

7:09 GENERAL GRIEVANCES

It's understood that there is no general grievance until the division director involved and the Director of Corporate Services have had an opportunity to adjust the complaint. Such complaints to be satisfactorily settled within ten (10) working days from receipt of the complaint or it may then be immediately implemented under Article 7, Step 3.

Any differences arising directly between the Union and the Employer concerning the interpretation, application, administration or the alleged violation of the provisions of this agreement may be submitted by either party to the other at Step 3 of the grievance procedure. 7:10 The Employer agrees that the Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer. Such representatives shall have reasonable access to the offices of the Director of Corporate Services in order to investigate and assist in the settlement of a grievance.

7:11 DISCHARGE, SUSPENSION, AND DISCIPLINE CASES

If an employee is discharged, suspended, or disciplined, and if they believe they have been unjustifiably discharged, suspended or disciplined, they may have their grievance processed under the Grievance Procedure starting at Step 3, if presented in writing within 7 working days after the date of discharge, suspension, or discipline.

- 7:12 It's agreed and understood by both parties, hereto, that there shall be no extension to the time limits as outlined in the grievance procedure unless by mutual consent which consent shall not be arbitrarily or unreasonably withheld by either party to this agreement.
- 7:13 Whenever the Employer deems it necessary to reprimand or discipline an employee, the employee has the right to request the presence of a Union steward if they so wish. A copy of a written confirmation of a reprimand or discipline shall be forwarded to the secretary of the Union.
- 7:14 The Employer shall notify an employee of dissatisfaction concerning their activities which may reflect on their employment with the Employer within 20 working days of the occurrence, or the completion of any investigation into the circumstances giving rise to the dissatisfaction.

All written warnings, suspensions, and disciplinary notations, with the exception of major Health and Safety infractions, shall be removed from an employee's personnel file after 15 months from the date of the last recorded discipline, provided the employee has been discipline-free for the period.

7:15 Upon written request, an employee shall have access to and review their personnel file in the presence of the Director of Corporate Services or designate at a mutually agreed upon time.

ARTICLE 8 — ARBITRATION

- 8:01 (1) Any grievance not settled at Step 3 may, before 30 working days have elapsed since the written decision at Step 3, be submitted by either party to arbitration in accordance with the Ontario Labour Relations Act.
 - (2) When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the agreement, indicating the name of its nominee on the arbitration board. Within 5 days thereafter the other party shall answer by registered mail indicating the name and address of its appointee to the arbitration board. The 2 arbitrators shall then meet to select an impartial chairperson.
 - (3) The above provisions shall apply unless either party applies for a sole arbitrator under Section 45 of the Ontario Labour Relations Act.
- 8:02 If the recipient of the notice fails to appoint an arbitrator, or if the 2 appointees fail to agree upon a chairperson within 7 days of appointment, the appointment shall be made by the Ministry of Labour, upon the request of either party.
- 8:03 The decision of the majority shall be the decision of the board. Where there is no majority decision, the decision of the chairperson shall be the decision of the board. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties, but in no event shall the Board of Arbitration have the power to change this agreement or to alter, modify, or amend any of its provisions. However, the Board of Arbitration shall have the power to dispose of any discharge, suspension, or discipline grievance by any arrangement which in its opinion it deems just and equitable.
- 8:04 Each party shall pay:1. The fees and expenses of the arbitrator it appoints.2. Half of the fees and expenses of the chairperson.
- 8:05 Notwithstanding the above, if both parties are agreeable, they may elect to appoint an impartial person who shall serve as an arbitrator in accordance with this article and such single arbitrator shall have the same jurisdiction and authority as the Board of Arbitration as set out elsewhere in this clause.

Collective Agreement

8:06 MEDIATION

Upon mutual agreement, either party may suggest to submit the grievance to mediation to try to resolve the issue arising from the grievance prior to going to arbitration. The parties will split the cost of mediation.

ARTICLE 9 — SENIORITY (Permanent Employees Only)

9:01 A permanent employee will be considered on probation until they have completed 6 months of continuous employment with the Employer. Upon completion of such probationary period, the employee's name shall be placed on a seniority list. The termination of an employee during the probationary period shall not be subject of a grievance unless the Union claims discrimination as noted in Article 11 hereof, as the basis of termination.

A Public Health Inspector in training does not have seniority until they become a Public Health Inspector in accordance with article 23:10.

9:02 Seniority means the length of continuous service in the Bargaining Unit with the Employer since the date of last hiring according to Public Health Sudbury & Districts' records. The Employer shall maintain an up-to-date electronic seniority list and send one copy to the Union, and post one copy on the SharePoint site during January of each year.

Should 2 or more employees have an identical date of seniority, their seniority dates will remain unchanged, however, their ranking on the seniority list shall be determined through a random draw, with those employees involved along with a representative of the Union present.

9:03 LAYOFF

- a) Layoff shall be defined as a reduction of the workforce and shall be deemed to include a reduction in hours of work or the elimination of a position that is presently occupied by an incumbent.
- b) When the Employer proposes to layoff permanent employees 3 months prior notice shall be given to the Union. An affected employee will be provided 8 weeks' notice. During the notice period, the parties shall meet as frequently as may be required to examine alternatives to the layoff.

The Employer shall only be responsible for providing the requirements of the Employment Standards Act if it can be shown that the layoff is as a result of reduction in funding from the Ministry of Health and Long-Term Care, wherein the Ministry of Health and Long-Term Care has not provided the Employer with 3 months prior notice of the funding reduction. It's understood that notification of a funding reduction shall be in writing from the appropriate funding source.

- c) An employee who is subject to layoff shall have the right to either:
 - 1. Accept the layoff; or
 - 2. Displace a higher, identical, or lower classification provided they are immediately qualified and the employee they are displacing is less senior. The employee who is subject to the layoff selects the classification and the office and displaces the least senior employee. Office for the purpose of layoff means Chapleau, Espanola, Mindemoya, Sudbury, and St. Charles.
 - 3. The same process repeats until final displacement, or the employee(s) accepts layoff. An employee displaced shall receive no less than 2 weeks' notice. All timelines listed shall run concurrently.

An employee(s) will provide a decision to displace within 7 calendar days of receiving notice. Any employee displaced shall be considered to have received notice of layoff with the original notice.

RECALL RIGHTS

- (a) An employee shall have opportunity of recall from a layoff to an available opening, in order of seniority, provided they have the ability and qualifications to perform the work before such opening is filled on a regular basis under a job posting procedure. The posting procedure in the Collective Agreement shall not apply until the recall process has been completed. In determining the ability and qualifications of an employee to perform work for the purposes of the paragraph above, the Employer shall not act in an arbitrary manner.
- (b) No new employees shall be hired, within the affected classification, until all those laid off have been given an opportunity to return to work and have

failed to do so, in accordance with the loss of seniority provision, or have been found unable to perform the work available.

- (c) It's the sole responsibility of the employee who has been laid off to notify the Employer of their intention to return to work within 7 calendar days after being notified to do so by registered mail; (which notification shall be deemed to have been received on the second date of mailing) and return to work within 7 calendar days after being notified. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work.
- (d) Employees on layoff or notice of layoff shall be given preference for temporary vacancies in excess of 90 working days. An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on layoff. This provision supersedes the job posting provision.
- 9:04 Seniority rights will continue to accrue while absent on the following basis:
 - 1. Two weeks unpaid leave of absence;
 - 2. Leaves with pay;
 - 3. WSIB benefits;
 - 4. Long-term disability;
 - 5. Short-term disability;
 - 6. Employment Standards leaves; and
 - 7. Staff development
- **9:05** Seniority rights shall cease and employment shall terminate for any of the following reasons.
 - 1. Discharge for just cause.
 - 2. Absence from work without permission for any period beyond 4 consecutive

Public Health Sudbury & Districts and CUPE and its Local 1916

working days.

4.

- 3. Voluntary resignation.
 - a) For a permanent employee with less than 5 years' service after a layoff exceeding for a period of over 12 months.
 - b) For a permanent employee with 5 or more years' service after a layoff exceeding for a period of over 24 months.
- 5. For a probationary employee after any layoff.
- 6. Failing to report within 15 working days after the Employer has notified by registered mail a laid-off person of recall to employment.
- 7. A member who works in a position outside the Bargaining Unit for a period of no more than 24 months shall not accumulate seniority from the day of them leaving the Bargaining Unit. Members that have chosen to leave the Bargaining Unit will have to remain in their position for 3 months to reapply to another position outside of the Bargaining Unit.

9:06 APPLICATION OF SENIORITY FOR TEMPORARY EMPLOYEES

- 1. All service preceding and consecutive with (i.e., no break in service) being hired as a permanent employee will be recognized as seniority.
- 2. Temporary employees do not have any seniority or seniority rights while they are temporary employees.
- 3. Vacation shall accrue from date of hire as a permanent employee.

ARTICLE 10 — JOB POSTINGS

10:01

1. All vacancies the Employer intends to fill existing or newly created positions shall be posted on the employee information SharePoint site for 5 working days during which time permanent employees shall have an opportunity to apply and be considered for such position before probationary, temporary, and non-employees are considered. The Employer may advertise externally during the internal posting procedure provided that no external application will be considered until the internal posting process has been completed.

The successful applicant is barred from job postings for 12 months following the commencement in the position, unless applying from temporary to permanent, or unless by mutual agreement between the Employer and the Union.

- 2. It's to be understood that in the application of this clause probationary and temporary employees are restricted from applying for "limited positions" unless they receive written authorization from their immediate supervisor or the division head.
- 3. A job posting shall contain the following information: the position, job description, qualifications, hours of work, and the salary range, and while the Employer reserves the right to alter or modify areas of responsibilities, the particular area involved at the time of posting shall be included.

The successful applicant to the posting, if any, shall be named within 5 working days and the applicant's name shall be posted. Upon request, the Employer shall give any unsuccessful applicant an opportunity to discuss the reason(s) why they were not granted the position. The Employee shall have the right to be accompanied by a representative of the Union.

- 4. Both parties recognize and agree to the following:
 - a) The principle of promotion within the service of the Employer.
 - b) That opportunities for promotion and transfer should increase with increasing length of continuous service with the Employer.
 - c) The need for efficiency of the Employer's operation.
 - d) That the following factors must be considered in decisions regarding promotion or transfer:
 - i) qualifications specified in the job posting and job description;
 - ii) relative equality in ability, knowledge, and experience; and
 - iii) seniority.

2023-2026

13

- e) That when factors i) and ii) are relatively equal in the judgement of the Employer, which judgement should not be exercised in an arbitrary or discriminatory manner, then factor iii) shall prevail.
- 5. A successful applicant to a job posting shall be placed on a trial period of 3 months. Upon completion of said trial period, and provided their performance has been satisfactory, the successful applicant's position shall be confirmed.
- 6. In the event that the successful applicant's performance proves unsatisfactory, or the said applicant finds the position unsatisfactory and wishes to return to their former position during the aforesaid trial period, irrespective of the jobs being included or excluded from the Bargaining Unit, they shall revert to their former permanent position in a job classification and the work area held immediately preceding their selection without any loss of seniority provided the position continues to exist. Their rate of pay shall then be adjusted to the current rate of pay at the level held immediately preceding their selection, for the job classification into which they have reverted.
- 7. The Employer without resorting to the job posting procedure, may utilize temporary personnel for a period of up to 90 working days.

The Employer shall notify the chief steward in writing the first day of any 90 working day period in which temporary personnel may be required to be used under this clause. Notice shall include the name of the employee and the position to be filled.

- 10:02 The Employer shall give written notice to the Union of a decision to postpone or not to fill a vacancy at this time within 10 working days after the vacancy occurs.
- 10:03 1. The Union shall be notified in writing by the Employer of any new classification before a position within the new classification is posted.
 - 2. The rate of pay for newly-created job classifications not covered by Schedule "A"— Wages to this agreement shall be developed by a committee of the Employer and the Union.

2023-2026

14

10:04 A limited posting shall mean a position which is for a limited duration not to exceed 12 months or for longer period as may be mutually agreed upon between the Employer and the Union. Such mutual agreement shall not be unreasonably withheld. A position posted for pregnancy/parental leave may be posted for the entire duration of the ESA eligibility without mutual agreement.

If the limited position is caused by occupational/non-occupational illness/injury, the Employer may designate on the posting that it may extend beyond 6 months. If the limited position is filled by a permanent employee, the employee may remain in the position, without reposting, until the earlier of the injured/ill employee's return to work, or up to 30 months. The same would apply to those position(s) posted to backfill the successful candidate(s).

- 10:05 The job posting with regard to a limited position shall indicate the estimated probable duration of such posting.
- 10:06 A permanent or probationary employee filling a limited position shall, on termination of the said limited position, revert to the job classification held immediately preceding their selection for the limited position. Such employee shall receive the rate of pay for the limited position only for the limited position concerned.
- 10:07 Only the initial vacancy resulting from an application for Pregnancy, Parental/Adoption or other leaves permissible under the Employment Standards Act will be filled according to Article 10 — Job Postings. If any successful applicant to a limited posting vacates said position(s) then the Employer is not required to repost. In such circumstances the Employer shall select a successful applicant, in accordance with the clause 10:01(4) from among applicants to the initial posting. If no candidate meets the criteria of 10:01(4), then the position shall be reposted.

10:08 DEFINITIONS

PERMANENT EMPLOYEE

Is a full-time employee who has successfully completed the probationary period of 6 consecutive months in the service of the Employer.

TEMPORARY EMPLOYEE

Means an employee hired for a period no longer than 12 consecutive months or the entire duration of the pregnancy/parental leave in the service of the Employer or

for a longer period as may be mutually agreed upon between the Employer and the Union. It's understood that mutual agreement shall not be unreasonably withheld. A temporary employee shall not establish seniority. For such employee, the seniority shall then be established from their latest date of continuous service with the Employer. The employment of such an employee may be terminated at any time during the temporary employment without recourse to the grievance procedure unless the Union claims discrimination as noted in Article 11 hereof as the basis of termination. Temporary employees will be paid vacation pay in accordance with the Employment Standard Act (ESA) and amendments thereto.

- 10:09 Subsequent to a job posting, if an employee is terminated during the probationary period, or reverts to their former position during a trial period, the Employer may, through mutual agreement with the Union, fill the position without reposting.
- 10:10 If the Employer chooses to create permanent full-time positions of less than 12 months duration then the Employer will meet with the Union to discuss the implementation.

ARTICLE 11 - NO DISCRIMINATION

- 11:01 (1) There shall be no discrimination practiced by either the Employer or the Union against any employee because of race, religion, creed, colour, place of origin, political affiliation, sex, marital status, family relationship, participation or non-participation, membership or non-membership in the Union. There will be no coercion of the Union practised by the Employer.
 - (2) There shall be no discrimination practised by either party with respect to any reason prescribed by the Human Rights Code.

ARTICLE 12 — NO STRIKES OR LOCKOUTS

- 12:01 In view of the orderly procedure established herein for the disposition of employee's complaints and grievances, the Employer agrees that it will not cause or direct any lockouts of its employees for the duration of this agreement.
- 12:02 The Union agrees that it will not cause or take part in any stay-in or slow-down or a strike or stoppage of any of the Employer's operations, and/or services, or any picketing of the Employer's premises during the term of this agreement. It's further
 2023-2026

.....

Collective Agreement

agreed that the Employer may discipline or discharge any employee who causes or takes part in any such action.

ARTICLE 13 — VALIDITY OF AGREEMENT

13:01 In the event of any provisions of this agreement or any practice established hereby being contrary to the provisions of any applicable law hereinafter enacted, this agreement shall not be deemed to be abrogated but shall be amended so as to conform with the requirements of any law.

ARTICLE 14 — LEAVE OF ABSENCE

14:01 Subject to the approval of the Employer, which approval shall not be arbitrarily or unreasonably withheld, representatives of the Union shall be granted necessary leave of absence without loss of regular pay during working hours for the purpose of investigation, consideration, and adjustment of grievances or any other business pertaining to this Collective Agreement.

This clause does not apply to preparation for negotiations, conciliation, mediation, arbitration, Ontario Labour Relations Board hearings, or other external meetings. This clause does apply to negotiations, but not conciliation, mediation, arbitration, Ontario Labour Relations Board hearings, or other external meetings.

- 14:02 a) The Employer shall grant leave of absence without pay or benefits and with accrual of seniority to any member who is appointed, selected, or elected to a position within the labour movement subject to normal lay off procedure. The leave of absence will be for a period of up to 2 years and may be extended by mutual agreement of the parties. During this leave of absence, the employee will be inactive.
 - b) The Employer agrees to keep salary, seniority, and benefits whole for those employees who request and are granted unpaid leave of absence for local Union business provided the Union promptly reimburses the Employer upon receipt of billing from the Employer for the total costs.

14:03 PREGNANCY/PARENTAL LEAVE

1. An employee shall be entitled to Pregnancy/Parental Leave in accordance with the Employment Standards Act of Ontario.

- 2. The Employer agrees to manage and implement a Pregnancy/Parental Leave top-up plan for permanent employees as follows:
 - for one of either pregnancy, adoption, or parental; and
 - whereby the Employer will supplement the amount of Employment Insurance (EI) payment to 75% of the employee's regular salary; and
 - the 75% is based on the Employee selecting the shorter EI period of 12 months; and
 - during the period of absence specified in the Employment Standards Act; and
 - for up to 16 weeks in total.
- 3. Pregnant employees may be accommodated if eligible under the Ontario Human Rights Code.

14:04 JURY AND WITNESS DUTY LEAVE

- 1. Employees subpoenaed to act as jurors or witnesses in criminal court, civil court, or a coroner's inquest shall be granted leave of absence for such purpose.
- 2. An employee shall be entitled to the jury or witness duty fee or their full salary for the period, whichever is greater.
- 3. If the full salary for the period is greater than the jury or witness duty fee, then to receive their full salary, the employee must remit to the Employer the full amount of their jury or witness duty fee for the same period.
- 4. The employee shall retain any travel expenses received in connection with jury or witness duty leave.
- 5. In the event an employee is subpoenaed to act as a juror or witness in criminal, civil court, or coroner's inquest and being on approved annual vacation, such time spent as a juror or witness shall be reinstated for the future use by the Employee at a time mutually agreed upon between the employee and their immediate supervisor.

- 14:05 Employee shall be permitted 1 day per year without pay, which shall not accumulate, for the purpose of moving.
- 14:06 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall permit, subject to applicable legislation, leave of absence without pay and without loss of seniority so that the employee may be a candidate in Federal, Provincial, or Municipal Elections.

14:07 LEAVE OF ABSENCE WITHOUT PAY

- a) An Employee shall be entitled to leave of absence without pay and without loss of seniority when in the opinion of the Employer the leave is for good and sufficient reason. Such leave shall not be unreasonably denied.
- b) Employees on leave of absence without pay in excess of 2 calendar weeks, unless on leave permissible under the Employment Standards Act in which case the provisions of the Employment Standards Act will apply, shall assume the total cost of premium for Supplementary Semi-Private Plan, Comprehensive Extended Health Plan (\$0.35 prescription plan), Dental Plan, and Group Life Insurance Plan for those months covered by the leave of absence without pay.

14:08 EDUCATIONAL LEAVE

- a) As it's recognised that substantial contributions can be made to the total Public Health Program through the dissemination of information obtained during staff development and short courses, each employee should be given equal opportunity to participate in courses in which the Employer decides to participate. Information concerning such courses and/or workshops shall be posted as far as possible in advance so that employees may make application for leave. During attendance at such courses the Employer will continue the employees' salary and shall pay, at its sole discretion which will not be unreasonably exercised, such other amounts on account of pay, travel, and reasonable living expenses as it deems advisable.
- b) The Employer shall permit upon its approval, which shall not unreasonably be withheld, the Union to sponsor educational seminars, workshops, and lectures relating to the Employer's functions to be held on the Employer's premises during the employees' lunch period.

- c) An employee within the Bargaining Unit may be reimbursed up to a maximum of \$800 in each year to cover the cost of tuition and required textbooks upon successful completion of a job classification related continuing education type course at a university, college or technical Institute, or recognised association sponsored course, provided that prior approval has been granted by the Medical Officer of Health.
- d) Leaves of absence without pay that are not dealt with under Article 14:08 a) may be granted to an employee for education purposes. Requests for such leaves of absence will not be unreasonably denied. Seniority for such leave of absence will be as per Article 9:04(1).

ARTICLE 15 — STATUTORY HOLIDAY

- 15:01 Except as otherwise provided in this article, all permanent and probationary and temporary employees shall be paid a normal day's pay at their regular rate for each of the following Holidays:
 - 1. New Year's Day
 - 2. Family Day
 - 3. Good Friday
 - 4. Easter Monday
 - 5. Victoria Day
 - 6. Canada Day
 - 7. Civic Holiday

- 8. Labour Day
- 9. Thanksgiving Day
- 10. Remembrance Day
- 11. Christmas Day
- 12. Boxing Day
- 13. National Day of Truth and Reconciliation
- 15:02 All permanent and probationary employees within the scope of this agreement shall be paid a normal day's pay at their regular rate for any holidays proclaimed by the Governor-General or Lieutenant-Governor. Permanent employees on sick leave of absence with pay shall receive the same consideration and remuneration.

Collective Agreement

15:03 In the event that a paid holiday falls on a day as set out hereunder the following schedule of a day off in lieu with pay shall be observed:

<u>Holiday</u>	<u>Falls On</u>	Day Off in Lieu With Pay
New Year's Day	Saturday or Sunday	Monday following
Canada Day	Saturday or Sunday	Monday following
Remembrance Day	Saturday or Sunday	Monday following
Christmas Day	Saturday or Sunday	Friday preceding
Boxing Day	Saturday or Sunday	Monday following

- 15:04 An employee to qualify to be paid for a holiday or proclaimed holiday must work their regular shift before and after such holiday unless the said employee is on an annual vacation, sick leave of absence with pay, or excused from duty by their supervisor.
- 15:05 All permanent employees (not probationary or temporary with less than one-year continuous service) will be granted one float holiday to be taken at a mutually agreed upon time if such holiday is granted by the Board of Health.

ARTICLE 16 - VACATION

- 16:01 For purposes of vacation entitlement calculations shall be based on the date of hire as a permanent employee.
 - 1. Each employee who has completed 1 or more years of continuous service with pay on their anniversary date in each calendar year shall be entitled to 15 working days with vacation pay amounting to 6% of the previous year's gross earnings.
 - 2. Each employee who has completed 5 or more years of continuous service with pay on their anniversary date in each calendar year shall be entitled to annual vacation of 20 working days with vacation pay amounting to 8% of the previous year's gross earnings.
 - 3. Each employee who has completed 10 or more years of continuous service with pay on their anniversary date in each calendar year shall be entitled to annual vacation of 25 working days with vacation pay amounting to 10% of the previous year's gross earnings.

- 4. Each employee who has completed 15 or more years of continuous service with pay on their anniversary date in each calendar year shall be entitled to annual vacation of 30 working days with vacation pay amounting to 12% of the previous year's gross earnings.
- 5. Each employee who has completed 24 or more years of continuous service with pay on their anniversary date in each calendar year shall be entitled to annual vacation of 35 working days with vacation pay amounting to 14% of the previous year's gross earnings.

Note: It's to be understood that in the application of Articles 16:01 (1) to (5), employees taking their current vacation entitlement as <u>time off</u>, shall be paid their normal salary as determined by the bi-weekly salary schedule.

VACATION REQUEST SCHEDULE

- 6. In order to minimize interference with the normal operations of the Employer, vacations will be granted at such times as the management in its sole discretion may determine, subject to due consideration being given to the wishes of the individual employee on the following basis:
 - (a) Vacation dates will be requested by April 1 for the period of June 1 to November 30, and by October 1 for the period of December 1 to May 31. The vacation schedule will be posted 15 calendar days after April 1 and October 1 respectively each year. In the case of a conflict between employees as to the preference of the vacation scheduling, seniority will be the governing factor.
 - (b) While determination of the number of employees on vacation at any one time is a management function, eligible employees are entitled to take at least 3 consecutive weeks.
 - (c) Management will consider the extension of the aforesaid 3-week period providing in its opinion the efficiency of the division will not be affected.
 - (d) Vacation times requested after the April 1 and October 1 submission dates shall, subject to the foregoing be considered on a first come,

first served basis. The Employer will respond to such vacation requests within 14 calendar days of the request being made.

- (e) For requests for vacation of single days, employees must notify the appropriate management staff at least one day prior to the requested vacation time in order to be given consideration of the request.
- (f) All employees who so desire are able to book vacation in full week block(s) between the Saturday nearest July 1 up to the Friday before Labour Day, in accordance with Article 16:01 6 (b) (c). Once all employees who have been granted their vacation request of one week block(s), then single days, consecutive days or consecutive weeks may be granted.
- (g) Christmas/New Year's period: Defined as the week preceding Christmas and the week following Christmas. All employees who so desire are able to book vacation in one (1) full week block. Once all employees who have been granted their vacation request in full week block, then single days, consecutive days or additional week may be granted.
- 7. Should any of the holidays provided for in Article 15 fall during an employee's vacation period, the said employee shall be entitled to an extra day's vacation with pay.
- 16:02 Employees, upon termination of employment, will be entitled to be paid their annual vacation accruals under their personal applicable section of Article 16 (1), (2), (3), (4), or (5).

16:03 PRO-RATING — SPECIFIED PAID HOLIDAYS AND VACATIONS

- 1. Notwithstanding any other article in this Collective Agreement, employees shall cease to earn vacation credits or be eligible for holiday pay when:
 - a) receiving L.T.D. benefits.
 - b) receiving WSIB benefits for greater than 6 months.
 - c) on an approved leave of absence in excess of 2 weeks (includes Weekly Indemnity, pregnancy/parental or other leaves permissible under the Employment Standards Act)

- 2. The carry-over of vacation for those unable to take vacation due to extended illness/accident will be applied as follows:
 - a) only those employees who are pro-rated will be allowed to carry paid vacation entitlement into the next year.
 - b) the amount to be carried forward shall be limited to the amount required to attain normal entitlement.
- 16:04 When an employee has been hospitalized overnight, the Employer will cancel scheduled vacations for those periods of hospitalisation, to be rescheduled at a future date within the limits of the applicable vacation year.

ARTICLE 17 — BEREAVEMENT LEAVE

- 17:01 In the case of the demise of a member of the employee's immediate family, permanent and probationary employees shall be permitted a leave of absence with pay for 4 consecutive working days which shall be taken immediately prior to, during, or following, the day of the funeral. Immediate family shall mean—the employee's spouse, common-law spouse, children, step-children, father, mother, step-father, step-mother, sibling, grandchild, and legal guardian.
- 17:02 In the case of the demise of the employee's mother-in-law, father-in-law, or grandparent, permanent and probationary employees shall be permitted a leave of absence with pay for 3 consecutive working days which shall be taken immediately prior to, during, or following, the day of the funeral.
- 17:03 In the case of the demise of the employee's brother-in-law or sister-in-law, permanent and probationary employees shall be permitted a leave of absence with pay for 2 consecutive working days which shall be taken immediately prior to, during, or following, the day of the funeral.
- 17:04 Bereavement leave of absence will not be deducted from the employee's sick leave credits.
- 17:05 Where an employee qualifies for bereavement leave during their period of vacation, there shall be no deduction from vacation credits for such occurrence. The

period of vacation so displaced shall be rescheduled as mutually agreed between the employee and their supervisor.

- 17:06 A death certificate for which a bereavement leave of absence has been permitted shall be provided upon the request of the applicable Supervisor. Failure to provide such proof shall nullify such paid absence.
- 17:07 An employee may elect to use one of their bereavement days for the purpose of interment/celebration of life at a later date if they notify the Employer before taking their bereavement leave.

Collective Agreement

ARTICLE 18 — HOURS OF WORK

- 18:01 (a) The normal hours of work for all regular full-time employees shall be
 35 hours per week and 7 hours per day, Monday to Friday. If the majority of hours fall between 4:30 p.m. to 8:30 a.m. then a premium of \$0.65 per hour for all hours worked will be paid. (If the majority do not fall between 4:30 p.m. to 8:30 a.m. then no premium is payable.)
 - (b) Smoke Free Ontario Act Inspectors It's a management right to schedule 1 weekend in 3 and on those weekends, they will be paid a premium of \$0.75 per hour Saturday and \$1 per hour Sunday.
- 18:02 There shall be a one-hour unpaid lunch break daily, unless a shorter period is mutually agreed in cases of an alternate work week arrangement.
- 18:03 Employees shall be permitted a rest period of 15 consecutive minutes in both the first half and second half of the day.
- 18:04 Subject to operational requirements, employees with the permission of the Director or designate, may work an alternate work week.

Where an employee and their Director or designate agree to an alternate work week they shall reduce their agreement to writing.

Such written agreement shall include the alternate work week hours, days off, and an opt-out provision for either party upon reasonable written notice.

ARTICLE 19 — OVERTIME

19:01 OVERTIME

(a) All authorized overtime shall be accumulated at a rate of; time and onequarter the employee's regular hourly rate for time worked in excess of seven hours in a day, or 35 hours in a week up to 44 hours in a week; and time and one-half the employee's regular hourly rate for time worked in excess of 44 hours in one week. An employee will be compensated for such overtime work through compensating time off, unless pay is agreed by mutual agreement between the employee and the Employer. It's understood that no employee shall work overtime unless such time is specifically authorized by a Supervisor.

 (b) Compensating time off may be accumulated to a maximum of 49 hours and shall be taken within 9 months of when it's worked, at a time mutually agreed between the employee and the employee's immediate supervisor. The Employer and employee may agree for the employee to accumulate more than 49 hours compensating time.

19:02 ON CALL DUTY

There shall be a rotational schedule for on call duty for those employees who are assigned by the Employer to such duty, established on the following basis:

(a)

(i) PHI/ESO Weekly On-Call: Each tour of on call duty shall consist of a continuous period of 7 consecutive calendar days from Wednesday at the end of normal office hours to the beginning of normal office hours on the following Wednesday.

(ii) Other - Each tour of on call duty shall consist of an established continuous period of consecutive calendar days and hours required and will not exceed 7 consecutive days. No employee will be scheduled for consecutive weekends unless mutually agreed.

- (b) During the period, the assigned employee shall provide such coverage and response to calls as determined by the Employer for the period of the end of normal office hours of each day to the beginning of normal office hours the following day.
- (c) Each tour of on call duty shall be compensated at an hourly rate of \$4.75 for each hour of coverage for which the employee is responsible. In addition, for each designated holiday occurring during a tour, an employee shall receive 3.5 hours of compensating time.
- 19:03 Employees called out from home to perform work not continuous with their regular shift, shall be entitled to a minimum of 2 hours pay for 2 hours worked or less at the prevailing overtime rate.

Collective Agreement

Employees called to perform work via telephone or electronically not continuous with their regular shift, shall be entitled to their regular rate of pay for the actual time (rounded up to the nearest quarter) spent addressing the incident.

ARTICLE 20 — RELIEVING IN OTHER POSITIONS

- 20:01 Employees requested in writing to provide temporary relief in a position outside of the Bargaining Unit shall receive the base rate of pay for the position unless the employee's rate of pay is equal to or greater in which case the employee shall receive a rate of pay equivalent to the next step on the incremental grid. Such employees shall continue to pay Union dues and shall continue to be covered by the terms of the Collective Agreement.
- 20:02 An Employee temporarily assigned by the Employer to a job classification and position paying a lower rate shall retain their regular rate of pay. An employee temporarily assigned by the Employer to a job classification and position paying a higher rate shall be paid the rate in the higher classification immediately above their current rate for the duration of the assignment, provided that the full responsibilities of the higher paying classification are assumed for a minimum of 3 consecutive hours. Notwithstanding Schedule "A" Wages and any other listing of job classifications in the Collective Bargaining Agreement, the parties agree that Office Assistant (Branch, Data Entry, Data Entry Dental, Division, Intake, and Print Shop) are all different job classifications.
- 20:03 Subject to carrier provisions, in the event an employee is temporarily promoted to a position outside the Bargaining Unit, such employee shall continue to pay union dues and receive all rights and privileges of the collective agreement.

ARTICLE 21 — BENEFIT PLANS

- 21:01 1. For permanent employees (including those on probation), including coverage for dependent children enrolled in full-time studies at a post-secondary institution until age 25, the Employer agrees to contribute 100% of the total employee's premium cost for the following plans. Such employees are eligible for benefits as per the provisions of the master benefit plan:
 - (A) Supplementary Semi-Private;

(B) Comprehensive Extended Health Care to age 70;

Eyeglass Coverage \$450 every 24 months with eye exam embedded in the benefit amount.

Hearing Aid Subsidy \$500 every 5 years.

Massage Therapy \$300 per calendar year (full payment for reasonable and customary charges).

Mandatory Generic Drug Plan, unless proof of adverse reaction, as required by the Insurer is submitted to the Insurer and approved. Reimbursement is provided for generic drugs that legally require a prescription.

- (C) Group Life Insurance $-1\frac{1}{2}$ time annual salary.
- (D) Dental Plan to age 70, or equivalent, one year Ontario Dental Association fee schedule lag; 9 month recall for employees and dependents over 18 years of age, 6 month recall for dependents under 18.
- (E) Weekly Indemnity Insurance, providing a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract.
- (F) Long-term Disability Insurance, providing a benefit level of 75% of basic salary, the conditions of which are governed by the terms and provisions of the master contract.
- 2. The Employer may substitute another carrier for any of the plans provided that the level of benefits conferred thereby are equal or greater. The Employer will advise the Union of such change in carrier.
- 3. A temporary employee with 6 months continuous service is eligible to participate in the comprehensive extended health care and dental provided the temporary employee contributes 100% of the premium costs for all benefits in Article 21:01 1. (B).

21:02 EMPLOYEE EARLY RETIREMENT/DISABLED BENEFIT PLAN

- 1. That for early retired and disabled employees, the Employer agrees to contribute 100% of the employee's premium costs for the following plans:
 - (A) Comprehensive Extended Health Care (\$25/\$50 deductible)
 - (B) Vision Care, in the amount of \$120.
 - (C) Group Life Insurance, valued at \$10,000 and reducing to \$3,000 employee-paid at age 65.
 - (D) Further to the above, an early retired employee shall have the option of participating at their own cost in a Dental Plan.
- 2. The above benefit plan will be applied in the following manner:
 - (a) The benefit package will only be paid until the recipient attains the age of 65.
 - (b) Eligibility for the benefit plan—only employees of Public Health Sudbury & Districts who have attained 15 years of continuous service with Public Health Sudbury & Districts, inclusive of any continuous service with any other Local Municipality or Local Board will be eligible for the above-mentioned package provided;
 - (i) they have elected to apply for and receive an OMERS Early Retirement Pension within 10 years of normal retirement OR
 - (ii) they have elected to apply for and receive an OMERS Disability Pension prior to the age of 65
 - OR
 - (iii) when they are no longer an Employee of Public Health Sudbury & Districts because of a work-related disability received while working at and for Public Health Sudbury & Districts and for which they receive benefits and continue to receive a permanent WSIB pension which is and was assessed against Public Health Sudbury & Districts

- (iv) when they are no longer an employee of the Public Health
 Sudbury & Districts because of a disability for which they are
 receiving benefits for the Weekly Indemnity of Long-Term
 Disability Plan in existence at Public Health Sudbury & Districts
- (c) The Employer is prepared to extend the eligibility for the Employer paid Early Retired/Disabled Employee Benefit Plan to those employees who would have attained 15 years of continuous service with Public Health Sudbury & Districts within 12 months of termination of employment due to disability.

The effective date of this retired/disabled employee package would be August 1, 1987, following ratification of the contract by the parties; the qualifying date is January 1, 1987.

- 3. It's also to be understood that the payment of L.T.D. Benefits will cease when:
 - a) the total of any benefit entitlements from OMERS, CPP, and WSIB (if applicable) to any recipient would equal the value of the L.T.D.
 Benefit paid under the current contract.

OR

- when the recipient becomes eligible for a pension under the OMERS 90 Factor.
- For employees who qualify for benefits under provisions of Article 22:02 1., the Employer agrees to provide continuance of coverage to spouse and dependants until the spouse obtains the age of 65, but in no case shall extend beyond 5 years after the death of the pensioner. (Dependants defined as per the existing plans.)

21:03 SICK LEAVE

Following completion of a 3-month waiting period, permanent employees are entitled annually to 6 days (pro-rated) to provide for no loss of earnings from regularly scheduled hours during the initial period of absence due to legitimate illness and for which there is no payment under the weekly indemnity program. Such days may be accumulated to a maximum of 24 and there shall be no cash out of accumulated days.

- 21:04 An employee who is absent claiming sick pay beyond the Weekly Indemnity period is required to apply for Weekly Indemnity and can use sick leave Article 21:03, if any, to top-up payment to 100%.
- 21:05 Employees are entitled to Family Medical Leave or Personal Emergency Leave in accordance with the Employment Standards Act of Ontario. In the event that an employee is required to provide immediate or temporary care for an ill or injured spouse (includes common law and same sex partner), dependent child, or parent, the employee may use up to 3 of the total days as per the Employment Standards Act using an employee's sick credits provided under Article 21:03.

The circumstances giving rise to the use of these credits for the purposes of this clause are to be discussed between the employee and employee's supervisor.

- 21:06 The pension plan established under the Canada Pension Act, as amended from time to time, and the Ontario Municipal Employees Retirement System Act, as amended from time to time, shall be adopted by the Employer and the Union.
- 21:07 Permanent employees are entitled annually to up to 10 hours with pay annually which may be used for medical, dental, or other health professional appointments, subject to notification of and approval by the employee's Immediate Supervisor. Employees are encouraged, where possible, to schedule appointments for off hours. This appointment allotment is not cumulative from year to year.

ARTICLE 22 — KILOMETRAGE ALLOWANCE

22:01 Employees required to use and operate their own automobile shall receive \$0.53 per kilometre. Effective April 1, 2024, increase by 1 cent to \$0.54 per kilometre. Effective April 1, 2025, increase by 1 cent to \$0.55 per kilometre.

ARTICLE 23 — GENERAL

23:01 Any benefits which may come into existence during the life of this agreement that are not specifically covered by this agreement shall upon mutual agreement by the parties become part of this agreement and shall be appended hereto. 23:02 The parties agree to any obligation regarding written requests for bona fide accommodations in accordance with the Ontario Human Rights Code, on a case-by-case basis.

23:03 LABOUR MANAGEMENT COMMITTEE TERMS OF REFERENCE

The Employer committee of Public Health Sudbury & Districts and the Canadian Union of Public Employees, desiring to foster a better day-to-day communications, and to achieve and maintain a mutually beneficial relationship through the use of continuing open communications to effectively maintain stable CUPE and management relations and avoid controversies, do hereby establish these terms of references for a Labour Management Committee which shall be attached to the Collective Agreement and form an integral part of the agreement.

1. PURPOSE

The purpose of the committee is to discuss, explore, and attempt to resolve matters of mutual concern referred to it by the parties to this agreement. The committee, by mutual agreement, shall be authorised to make recommendations to both parties on the matters above.

2. LIMITATIONS

In order to have a frank and open discussion, the committee shall have no authority to change, delete, or modify any of the terms of the existing Collective Agreement. Committee discussions shall be summarised; the actions resulting from these discussions will be circulated and stamped "Not Approved".

3. COMPOSITION

The committee shall be composed of 6 members, 3 representing CUPE and 3 representing the Employer. Either side may invite resource people to attend, when necessary, upon mutual agreement of both parties. Attendance of committee members at said meetings will be with pay and benefits.

4. CHAIR RESPONSIBILITY

2023-2026

The chair of the committee shall alternate between the two chairpersons, one chairperson appointed by the Employer committee and one chairperson appointed by CUPE. The person appointed as chairperson shall serve a term commencing with the close of the meeting at which their appointment is announced and will continue to the end of the next meeting.

5. MEETING PROTOCOL

- a. Meetings will be held at the call of either chairperson, on a day and time mutually agreed upon.
- b. Meetings shall be conducted at Public Health Sudbury & Districts offices unless otherwise agreed.
- c. The chairperson shall cause an agenda to be prepared for the meeting from those items submitted at least ten working days prior to the meeting. Copies of the agenda shall be distributed to all members of the committee at least 5 days prior to the meeting.
- d. All agenda items will include a brief outline of the subject matter so that all committee members may be prepared for meaningful discussion and disposition. Discussion will be confined to matters on the agenda except for emergency matters added by mutual consent.
- e. Disposition of an item on the agenda may be accomplished as follows:
 - i) by mutual agreement
 - ii) by referral to a more appropriate forum or by deferral
 - iii) by cancellation
 - iv) by specifying an appropriate follow-up action plan

6. MINUTES

Preparation of the minutes of each meeting will be the responsibility of the secretary approved by both parties. The minutes will contain a description of the topic and the action agreed upon and be sent out "Not Approved". The Minutes will be circulated to the chairpersons 2 weeks after the meeting. CUPE copies will be

Collective Agreement

given to the CUPE chairperson. Minutes, once approved, will then be signed by both chairpersons.

7. GENERAL GUIDELINES

- a) No grievance shall be discussed, and no bargaining shall take place.
- b) Topics will be discussed insofar as they present a general problem within the agency.
- c) Each person wishing to speak shall be recognized by the Chair before speaking. The purpose of this committee and the terms of reference agreed upon by both parties is not meant to conflict with any provisions of the Collective Agreement between Public Health Sudbury & Districts and the Canadian Union of Public Employees and its Local 1916 and in all matters the Collective Agreement will prevail, unless there is mutual agreement by both parties to extend its provisions.
- 23:04 The Employer will endeavour to provide suitable alternate employment for an employee unable to perform their regular duties through injury, or illness, or unforeseen circumstances which are not otherwise specifically provided for under the other terms and conditions of this Agreement.
- 23:05 The Employer at its discretion may reimburse employees for cleaning or laundering clothing due to soiling or damage incurred in the performance of their duties.

23:06 COVERALLS/SAFETY FOOTWEAR SUBSIDY

The Employer, at its discretion, may provide the incumbent(s) in maintenance up to a maximum of 2 sets of coveralls, per year.

The Employer will subsidize the purchase of safety footwear for permanent and probationary employees in the amount of \$110, upon the presentation of a valid sales receipt for the current contract year.

The Employer will permit permanent and probationary employees to accumulate the subsidy into the following year if purchase was not made in the current year. However, during the second year into which the subsidy has accumulated, the Employer will then subsidize the purchase of safety boots up to the actual cost of the safety footwear to a maximum of the accrued amount and the current amount. The same subsidy provision will be provided to both permanent and probationary employees designated by the Employer to wear safety footwear.

23:07 UNIFORM SUBSIDY

The Employer will pay a uniform subsidy of up to a maximum of \$110 or the price of the uniform(s) whichever is less, for each full-time dental hygienists and dental health educators during the term of this Agreement.

If no subsidy is applied in the first year a carry-over into the next year, to a maximum of \$200 will apply in the manner outlined above.

23:08 PER DIEM RATE

(1) Employees who are requested to report to an office of the Employer other than the employee's main office shall be reimbursed up to \$9 for the purpose of purchasing meal.

(2) Employees required to be away overnight on business of the Employer shall be provided with a meal allowance with accordance with the following:

Breakfast	\$10
Lunch	\$15
Dinner	\$25

Employees who, upon mutual agreement with the Employer, elect to travel early in the morning are eligible for breakfast.

(3) It's understood that the meal allowance reimbursements are not available when meals are included (e.g., included in registration fee at a conference).

TRAVELLING TO CONFERENCES, CONVENTIONS, OR SEMINARS

When communicating to employees, information for each conference, convention, or seminar the Employer will indicate whether attendance is mandatory or nonmandatory.

Mandatory attendance (attendance is required by the Employer)

. . ___.....

• Travel to and from and attendance at is considered time worked.

Non-mandatory attendance (attendance is not required by the Employer)

.

• Travel to and from and attendance at is not considered time worked.

· –

• There will be no loss of regular pay.

- - - -

- 23:09 In the event the Employer merges or amalgamates with any other body, the Employer will attempt to provide that:
 - 1. Employees be credited with all seniority rights with the new Employer.
 - 2. All service credits relating to vacations with pay, sick leave credits, and other benefits be recognised by the new Employer.
 - 3. All work and services presently performed by members of the Canadian Union of Public Employees, Local 1916, continue to be performed by CUPE members with the new Employer.
 - 4. Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
 - 5. Employees shall not suffer loss of employment as a result of merger.
 - 6. Preference in location of employment within the merged municipality shall be on the basis of seniority.
- 23:10 A public health inspector completing their required training for the certification purposes with Public Health Sudbury & Districts, shall be paid a wage rate based on 80% per annum of the staff public health inspector's rate at Level 1 of the Schedule "A". Such Employee will be classified as a Public Health Inspector in training (PHI[t]) and shall be employed during the training period that shall be determined by the Employer. Such training period, under any circumstances, will not exceed 12 months and termination of employment during said training period will not be subject to the grievance procedure. Public health inspectors in training will commence their probationary period at the date of notification of successful certification and will be subject to all provisions and benefits of the current Collective Agreement. Upon proof of the certificate under the requirements of the CPHI(c), the PHI(t) will immediately assume Level 1 of the wage schedule for PHI under the Collective Agreement retroactive to the date of examination. Upon failure to obtain the Certificate in PHI(c) and/or exceeding the 12 months training period, the PHI(t) will be subject to dismissal without recourse to the grievance procedure.

23:11 ISOLATION ALLOWANCE

2023-2026

_.....

-

An isolation allowance will be applied as outlined below:

- 1. An employee who is a member of CUPE and its Local 1916, and who reports to an office at which all 3 of the following conditions apply:
 - (a) Situated in excess of 200 kilometres from Public Health Sudbury & Districts' main office, 1300 Paris Street, Sudbury, Ontario
 - (b) Subject to professional isolation, i.e., no regular face-to-face contact with peers, and
 - (c) Position/location historically has been a detriment to recruitment or retention (conditions 1b) and c) to be solely determined by the Employer, not to be applied in a discriminatory or arbitrary manner].
- 2. The amount of the monthly allowance to be \$277.27.

ARTICLE 24 — PAY DAYS

24:01 Pay days shall be every second Friday in the morning, except that, should a Holiday fall on that day, the preceding day shall be deemed to be pay day, provided no interruption beyond the control of the Employer is encountered.

ARTICLE 25 — BULLETIN BOARDS

25:01 The Employer agrees that the Union shall have the right to use the SharePoint site supplied by the Employer. Such SharePoint site to be used to post notices of meetings and other such notices that may be of interest to the employees concerned.

ARTICLE 26 — WAGES

26:01 Wages shall be paid in accordance with Schedule "A" attached hereto and forming an integral part of this Agreement. Yearly increments shall be granted on an employee's anniversary date annually until the employee has reached maximum salary for the classification. The anniversary date shall be either the date of hire or in the case of an employee who posts into another job the date the employee enters into the position. Such date shall be prorated for employees

Collective Agreement

who are on an unpaid leave of absence. Proration shall not apply to an employee on an approved leave in accordance with the Employment Standards Act.

Collective Agreement

ARTICLE 27 - TERM OF AGREEMENT APRIL 1, 2023 TO MARCH 31, 2026

27:01 This agreement shall remain in full force and effect from the April 1, 2023, to March 31, 2026, and from year to year thereafter, unless either party gives notice in writing with particulars of amendments requested not more than 90 days previous to the expiration of this Agreement of their desire to alter or terminate same.

Date: 2024-02-28

For the Union:

For the Employer:

. .

....

2023-2026

Collective Agreement

SCHEDULE "A" — WAGES APRIL 1, 2023, TO MARCH 31, 2024

Public Health Sudbury & Districts and CUPE and its Local 1916

---- ·

Job Title	Effective	Level 1	Level 2	Level 3	Level 4	Level 5
Band #1	Point value 30).82 to 37.11				
Office Assistant (Branch	April 1, 2023	\$44,662.80	\$46,264. 40	\$47,938.80	\$49,667.80	\$51,396.8
& Division)		\$1,717.80	\$1,779.40	\$1,843.80	\$1,910.30	\$1,976.80
		\$24.54	\$25.42	\$26.34	\$27.2 9	\$28.24
Band #2	Point value 3	7.12 to 43.51				
Office Assistant (Data	April 1, 2023	\$46,865.00	\$48,503.00	\$50,177.40	\$51,906.40	\$53,635.4
Entry & Data Entry Dental)		\$1,802.50	\$1 ,865 .50	\$1,929.90	\$1,996.40	\$2,062.90
bentary		\$25.75	\$26.65	\$27.57	\$28.52	\$29.47
Community Nutrition	April 1, 2023	\$46,865.00	\$48,503.00	\$50,177.40	\$51,906.40	\$53,635.4
Assistant		\$1,802 .50	\$1,865.50	\$1,929.90	\$1,996.40	\$2,062.90
		\$25.75	\$26.65	\$27.57	\$28.52	\$29.47
Communications	April 1, 2023	\$ 46,86 5.00	\$48,503. 00	\$50,177.40	\$51,906.40	\$53,635.4
Assistant		\$1,802.50	\$1,865.50	\$1,929.90	\$1,996.40	\$2,062.90
		\$25.75	\$26.6 5	\$27.57	\$28.52	\$29.47
Program Assistant	April 1, 2023	\$46,865.00	\$48,503.00	\$50,177.40	\$51,906.40	\$53,635.4
	•	\$1,802.50	\$1,865.50	\$1,929.90	\$1,996.40	\$2,062.90
		\$25.75	\$26.65	\$27.57	\$28.52	\$29.47
Finance Clerk	April 1, 2023	\$ 46,865.0 0	\$48,503.00	\$50,177.40	\$51,906.40	\$53,635.4
(Purchasing & Accounts		\$1,802.50	\$1,865 .50	\$1,929.90	\$1,996.40	\$2,062.90
Payable)		\$25.75	\$26.65	\$27.57	\$28.52	\$29.47
Exception to Band #2						
Research Assistant	April 1, 2023	\$56,583.80	\$58,567.60	\$60,478.60	\$62,407.80	\$64,355.2
		\$2,176.30	\$2,252.60	\$2,326.10	\$2,400.30	\$2,475.20
		\$31.09	\$32.18	\$33.23	\$34.29	\$35.36
Health Promotion	April 1, 2023	\$51,979.20	\$53,7 08.2 0	\$55,473.60	\$57,239.00	\$59,004.4
Worker		\$1,999.20	\$2,065.70	\$2,133.60	\$2,201.50	\$2,269.40
		\$28.56	\$29.51	\$30.48	\$31.45	\$32 42
Band #3	Point value 4	3.52 to 48.55				

- --

···· ______

Collective Agreement

Job Title	Effective	Level 1	Level 2	Level 3	Level 4	Level 5
Dental Health	April 1, 2023	\$53,216.80	\$55,164.20	\$57,184.40	\$59,277.40	\$61,443.20
Educator/Clinical		\$2,046.80	\$2,121.70	\$2,199.40	\$2,279.90	\$2,363.20
Dental Assistant		\$29.24	\$30.31	\$31.42	\$32.57	\$33.76
Graphic Designer	April 1, 2023	\$53,216.80	\$55,164.20	\$57,184.40	\$59,277.40	\$61,443.20
diapine Designer	April 1, 2025	\$2,046.80	\$2,121.70	\$2,199. 40	\$2,279.90	\$2,363.20
		\$29.24	\$30.31	\$31.42	\$32.57	\$33.76
Office Assistant (Intake)	April 1, 2023	\$53,216.80	\$55,164.20	\$57,184.40	\$59,277.40	\$61,443.20
Office Assistant (intake)	Арпі 1, 2025	\$2,046.80	\$2,121.70	\$2,19 9 .40	\$2,279.90	\$2,3 63.20
		\$2,048.80 \$29.24	\$2,121.70 \$30.31	\$2,199.40 \$31.42		\$2,505.20 \$33.76
Dawel 44	Daimt control di		220.21	Ş 31. 42	\$32.57	\$55.70
Band #4 Dental Hygienist	Point value 4 April 1, 2023	\$68,759.60	\$71,708.00	\$7 5,038.60	\$78,332.80	\$81,572.40
	· · · · · · · · · · · · · · · · · · ·	\$2,644.60	\$2,758.00	\$2,886.10	\$3,012.80	\$3,137.40
		\$37.78	\$39.40	\$41.23	\$43.04	\$44.82
Dietitian (Effective	April 1, 2023	\$68,759.60	\$71,708.00	\$75,038.60	\$78,332.80	\$81,572.40
November 17, 2017)	·	\$2,644.60	\$2,758.00	\$2,886.10	\$3,012.80	\$3,137.40
		\$37.78	\$39.40	\$41.23	\$43.04	\$44.82
Information	April 1, 2023	\$68,759.60	\$71,708.00	\$75,038.60	\$78,332.80	\$81,572.40
Technologist (Effective	······	\$2,644.60	\$2,758.00	\$2,886.10	\$3,012.80	\$3,137.40
June 13, 2018)		\$37.78	\$39,40	\$41.23	\$43.04	\$44.82
Smoke Free Ontario Act	April 1, 2023	\$68,759.60	\$71,708.00	\$75,038.60	\$78,332.80	\$81,572.40
Inspector	· · · · · · · · · · · · · · · · · · ·	\$2,644.60	\$2,758.00	\$2,886.10	\$3,012.80	\$3,137.40
		\$37.78	\$39.40	\$41.23	\$43.04	\$44.82
Exception to Band #4		•	·	,	• • •	• • • •
Public Health Inspector	April 1, 2023	\$74,347.00	\$76,440.00	\$78,751.40	\$81,117,40	\$83,610.80
		\$2,859.50	\$2,940.00	\$3,028.90	\$3,119.90	\$3,215.80
		\$40.85	\$42.00	\$43 .27	\$44.57	\$45.94
Band #5	Point value 5	1.76 and up				
Dietitian (Prior to	April 1, 2023	\$72,836.40	\$75,784.80	\$79,133.60	\$82,500.60	\$85,649.20
November 17, 2017)		\$2,801.40	\$2,914.80	\$3,043.60	\$3,173. 10	\$3,2 94.20
		\$40.02	\$41.64	\$43.48	\$45.33	\$47.06
Data Analyst	April 1, 2023	\$72,836.40	\$75,784.80	\$79,133.60	\$82,500.60	\$85,649.20
		\$2,801.40	\$2,914.80	\$3,043.60	\$3,173.10	\$3,294.20
		\$40.02	\$41.64	\$43.48	\$45.33	\$47.06

- ...

.....

42

Collective Agreement

Job Title	Effective	Level 1	Level 2	Level 3	Level 4	Level 5
Exception to Band #5						
Environmental Support	April 1, 2023	\$78,332.80	\$80,425.80	\$82,755.40	\$85,285.20	\$87 ,596.60
Officer		\$3,012.80	\$3,093 .30	\$ 3,18 2.90	\$3,280.20	\$3,369.10
		\$43.04	\$44.1 9	\$45.47	\$46.8 6	\$48.13
Nutritionist	April 1, 2023	\$73,691.80	\$76,148.80	\$79,133.60	\$82,500.60	\$85,776.60
		\$2,834.30	\$2,928.80	\$3,043.60	\$ 3 ,173.10	\$3,299.10
		\$40.49	\$41.84	\$43.48	\$45.33	\$47.13
Health Promoter	April 1, 2023	\$73,691.80	\$76,148.80	\$79,133.60	\$82,500.60	\$85,649.20
		\$2,834.30	\$2,928.80	\$3,043.60	\$3,173.10	\$3,294.20
		\$40.49	\$41.84	\$43.48	\$45.33	\$47.06

- --

Wages above are current unless posted otherwise on the Pay Equity Maintenance Plan.

.. .__

Collective Agreement

SCHEDULE "A" — WAGES APRIL 1, 2024, TO MARCH 31, 2025

Job Title	Effective	Level 1	Level 2	Level 3	Level 4	Level 5
Band #1	Point value 3	0.82 to 37.11				
Office Assistant (Branch	April 1, 2024	\$45,773.00	\$47,429.20	\$49,140.00	\$50,905.40	\$52,689.00
& Division)		\$1,760.50	\$1,824.20	\$1,890.00	\$1,957.90	\$2,026.50
		\$25.15	\$26.06	\$27.00	\$27. 9 7	\$28.95
Band #2	Point value 3					
Office Assistant (Data Entry & Data Entry	April 1, 2024	\$48,029.80	\$49,722.40	\$51,433.20	\$53,198.60	\$54,982.20
Dental)		\$1,847.30	\$1,912.4 0	\$1,978.20	\$2,046.10	\$2,114.70
·		\$26.39	\$27.32	\$28.26	\$29.23	\$30.21
Community Nutrition	April 1, 2024	\$48,029.80	\$49,722.40	\$51,433.20	\$53,198.60	\$54,982.20
Assistant		\$1,847.30	\$1,912.40	\$1,978.20	\$2,046.10	\$2,114.70
		\$26. 39	\$27.32	\$28.26	\$29.23	\$30.21
Communications	April 1, 2024	\$48,029.80	\$49,722.40	\$51,433.20	\$53,198.60	\$54,982.20
Assistant		\$1,847.30	\$1,912.40	\$1,978.20	\$2,046.10	\$2,114. 70
		\$26.39	\$27.32	\$28.26	\$29.23	\$30.21
Program Assistant	April 1, 2024	\$48,029.80	\$49,722.40	\$51,433.20	\$53,198.60	\$54,982.20
		\$1,847.30	\$1,912 .40	\$1,978.20	\$2,046.10	\$2,114.70
		\$26.39	\$27.32	\$28.26	\$29.23	\$30.21
Finance Clerk	April 1, 2024	\$48,029.80	\$49,722.40	\$51,433.20	\$53,198.60	\$54,982.20
(Purchasing & Accounts		\$1,847.30	\$1,912.40	\$1,978.20	\$2, 0 46.10	\$2,114.70
Payable)		\$26.39	\$27.32	\$28.26	\$29.23	\$30.21
Exception to Band #2						
Research Assistant	April 1, 2024	\$58,003.40	\$60,023.60	\$61,989.20	\$63 ,973 .00	\$65,956.80
		\$2,230.90	\$2,308.60	\$2,384.20	\$2,460.50	\$2,536.80
		\$31.87	\$32.98	\$34.06	\$35.15	\$36.24
Health Promotion	April 1, 2024	\$53,271.40	\$55,055.00	\$56,856.80	\$58,676.80	\$60,478.60
Worker		\$2,048.90	\$2,117.50	\$2,186. 8 0	\$2,256.80	\$2,326.10
		\$29.27	\$30.25	\$31.24	\$32.24	\$33.23
Band #3	Point value 4	3.52 to 48.55				
Dental Health	April 1, 2024	\$54,545.40	\$56,547.40	\$58,622.20	\$60,751.60	\$62,972.00
Educator/Clinical Dental Assistant		\$2,097 .90	\$2,174.90	\$2,254.70	\$2,336.60	\$2,422.00
ncural assistant		\$29.97	\$31.07	\$32.21	\$33.38	\$34.60
2023-2026						44

....

- -

Collective Agreement

Job Title	Effective	Level 1	Level 2	Level 3	Level 4	Level 5
Graphic Designer	April 1, 2024	\$54,545.40	\$56,547.40	\$58,622.20	\$60,751.60	\$62,972.00
		\$2,097.90	\$2,174.90	\$2,254.70	\$2,336.60	\$2,422.00
		\$29.97	\$31.07	\$32.21	\$33.38	\$34.60
Office Assistant (Intake)	April 1, 2024	\$54,545.40	\$56,547.40	\$58,622.20	\$60,751.60	\$62,972.00
		\$2,097.90	\$2,174.90	\$2,254.70	\$2,336.60	\$2,422.00
		\$29.97	\$31.07	\$32.21	\$33.38	\$34.60
Band #4	Point value 4	8.56 to 51.75				
Dental Hygienist	April 1, 2024	\$70,470.40	\$73,509.80	\$76,913.20	\$80,298.40	\$83,610.80
		\$2,710.40	\$2,827.30	\$2,958.20	\$3,088.40	\$3,215.80
		\$38.72	\$40.39	\$42.26	\$44.12	\$45.94
Dietitian (Effective	April 1, 2024	\$70,470.40	\$73,509.80	\$76,913.20	\$80,298.40	\$83,610.80
November 17, 2017)		\$2,710.40	\$2,827.30	\$2,958.20	\$3,088.40	\$3,215.80
		\$38.72	\$40.39	\$42.26	\$44.12	\$45.94
Information	April 1, 2024	\$70,470.40	\$73,509.80	\$76,913.20	\$80,298.40	\$83,610.80
Technologist (Effective		\$2,710.40	\$2,827.30	\$2,958.20	\$3,088.40	\$3,215.80
June 13, 2018)		\$38.72	\$40.39	\$42.26	\$44.12	\$45.94
Smoke Free Ontario Act	April 1, 2024	\$70,470.40	\$73,509.80	\$76,913.20	\$80,298.40	\$83,610.80
Inspector		\$2,710,40	\$2,827.30	\$2,958.20	\$3,088.40	\$3,215.80
		\$38.72	\$40.39	\$42.26	\$44.12	\$45.94
Exception to Band #4						
Public Health Inspector	April 1, 2024	\$76,203.40	\$78,351.00	\$80,717.00	\$83,137.60	\$85,703.80
		\$2,930.90	\$3,013.50	\$3,104.50	\$3,197.60	\$3,296.30
		\$41.87	\$43.05	\$44.35	\$45.68	\$47.09
Band #5	Point value 5	1.76 and up				
Dietitian (Prior to	April 1, 2024	\$74,656.40	\$77,677.60	\$81,117.40	\$84,557.20	\$87,796.80
November 17, 2017)		\$2,871.40	\$2,987.60	\$3,119.90	\$3,252.20	\$3,376.80
		\$41.02	\$42.68	\$44.57	\$46.46	\$48.24
Data Analyst	April 1, 2024	\$74,656.40	\$77,677.60	\$81,117.40	\$84,557.20	\$87,796.80
		\$2,871.40	\$2,987.60	\$3,119.90	\$3,252.20	\$3,376.80
		\$41.02	\$42.68	\$44.57	\$46.46	\$48.24

.

Exception to Band #5

. .

45

- --

Collective Agreement

.

Job Title	Effective	Level 1	Level 2	Level 3	Level 4	Level S
Environmental Support	April 1, 2024	\$80,298.40	\$82,427.80	\$84,830.20	\$87,414.60	\$89,780.60
Officer		\$3,088.40	\$3,170.30	\$3,262.70	\$3,362.10	\$3,453.10
		\$44.12	\$45.29	\$46.61	\$48.03	\$49.33
Nutritionist	April 1, 2024	\$75,530.00	\$78,059.80	\$81,117.40	\$84,557.20	\$87,924 .20
		\$2,905.00	\$3,002.30	\$3,119.90	\$3,252.20	\$3,381 .70
		\$41.50	\$42.89	\$44.57	\$46.46	\$48.31
Health Promoter	April 1, 2024	\$75,530.00	\$7 <mark>8,059.8</mark> 0	\$81,117.40	\$84,557.20	\$87,796.80
		\$2,905.00	\$3,002.30	\$3,119.90	\$3,252.20	\$3,376.80
		\$41.50	\$42.89	\$44.57	\$46.46	\$48.24

Wages above are current unless posted otherwise on the Pay Equity Maintenance Plan.

SCHEDULE "A" — WAGES

2023-2026

._____.

_ -

Collective Agreement

-

. .

APRIL 1, 2025, TO MARCH 31, 2026

Job Title	Effective	Level 1	Level 2	Level 3	Level 4	tevel 5
Band #1	Point value 3					
Office Assistant (Branch	April 1, 2025	\$46,919.60	\$48,612.20	\$50,377.60	\$52,179.40	\$53,999.40
& Division)		\$1,804.60	\$1,869.70	\$1,937.60	\$2,006.90	\$2 ,07 6.90
		\$25.78	\$26.71	\$27.68	\$28.67	\$2 9 .67
Band #2	Point value 3					
Office Assistant (Data	April 1, 2025	\$49,231.00	\$50,960.00	\$52,725.40	\$54,527.20	\$56,365.40
Entry & Data Entry Dental)		\$1,893.50	\$1,960.00	\$2,027.90	\$2,097.20	\$2,167.90
		\$27.05	\$28.00	\$28.97	\$29.96	\$30.97
Community Nutrition	April 1, 2025	\$49,231.00	\$50,960.00	\$52,725.40	\$54,527.20	\$56,365.40
Assistant		\$1,893.50	\$1,960.00	\$2,027.90	\$2,097.20	\$2,167.90
		\$27.05	\$28.00	\$28 97	\$29.96	\$30.97
Communications	April 1, 2025	\$49,231.00	\$50,960.00	\$52,725.40	\$54,527.20	\$56,365.40
Assistant		\$1,893.50	\$1,960.00	\$2,027.90	\$2,097.20	\$2,167.90
		\$27.05	\$28.00	\$28.97	\$29.96	\$30.97
Program Assistant	April 1, 2025	\$49,231.00	\$50,960.00	\$52,725.40	\$54,527.20	\$56,365.40
		\$1,893.50	\$1,960.00	\$2,027.90	\$2,097.20	\$2,167.90
		\$27.05	\$28.00	\$28 97	\$29.96	\$30.97
Finance Clerk	April 1, 2025	\$49,231.00	\$50,960.00	\$52,725.40	\$54,527.20	\$56,365.40
(Purchasing & Accounts		\$1,893.50	\$1,960.00	\$2,027.90	\$2,097.20	\$2,167.90
Payable)		\$27.05	\$28.00	\$28.97	\$29.96	\$30.97
Exception to Band #2						
Research Assistant	April 1, 2025	\$59,459.40	\$61,516.00	\$63,536.20	\$65,574.60	\$67,613.00
		\$2,286.90	\$2,366.00	\$2,443.70	\$2,522.10	\$2,600.50
		\$32.67	\$33.80	\$34.91	\$36.03	\$37.15
Health Promotion	April 1, 2025	\$54,600.00	\$56,438.20	\$58,276.40	\$60,151.00	\$61,989.20
Worker		\$2,100.00	\$2,170.70	\$2,241.40	\$2,313.50	\$2,384.20
		\$30.00	\$31.01	\$32.02	\$33.05	\$34.06
Band #3		3.52 to 48.55				
Dental Health	April 1, 2025	\$55,910.40	\$57,967.00	\$60,096.40	\$62,262.20	\$64,555.40
Educator/Clinical Dental Assistant		\$2,150.40	\$2,229.50	\$2,311.40	\$2,394.70	\$2,482.90
······		\$30.72	\$31.85	\$33.02	\$34.21	\$35.47

2023-2026

47

-....<u>--</u>--

Collective Agreement

Job Title	Effective	Level 1	Level 2	Level 3	Level 4	Level 5
Graphic Designer	April 1, 2025	\$55,910.40	\$57,967.00	\$60,096.40	\$62,262.20	\$64,555.40
		\$2,150.40	\$2,229.50	\$2,311.40	\$2,394.70	\$2,482.90
		\$30.72	\$31.85	\$33.02	\$34.21	\$35.47
Office Assistant (Intake)	April 1, 2025	\$55,910.40	\$57,967.00	\$60,096.40	\$62,262.20	\$64,555.40
		\$2,150.40	\$2,229 .50	\$2,311.40	\$2,394.70	\$2,482.90
		\$30.72	\$31.85	\$33.02	\$34.21	\$35.47
Band #4	Point value 4	8.56 to 51.75				<u> </u>
Dental Hygienist	April 1, 2025	\$72,235.80	\$75,348.00	\$7 8,842 .40	\$82,300.40	\$85,703.80
		\$2,778.30	\$2,898 .00	\$3,032.40	\$3,165.40	\$3,296.30
		\$39.6 9	\$41.40	\$43.32	\$45.22	\$47.09
Dietitian (Effective	April 1, 2025	\$72,235.80	\$75,348.00	\$78,842.40	\$82,300.40	\$85, 703.80
November 17, 2017)		\$2,778.30	\$2,898.00	\$3,0 32.40	\$3,165.40	\$3,2 96.30
		\$39.69	\$41.40	\$43.32	\$45.22	\$47.09
Information	April 1, 2025	\$72,235.80	\$75,348.00	\$78,842.40	\$82,300.40	\$85,703.80
Technologist (Effective		\$2,778.30	\$2,898.00	\$3,032.40	\$3,165.40	\$3,2 96.30
June 13, 2018)		\$39.69	\$41.40	\$43.32	\$45.22	\$47 .09
Smoke Free Ontario Act	April 1, 2025	\$72,235.80	\$75, 348.00	\$78,842.40	\$82,300.40	\$85, 703 .80
Inspector		\$2,778.30	\$2,898.00	\$3,032.40	\$3,165.40	\$3,296.30
		\$39.69	\$41.40	\$43.32	\$45.22	\$47.09
Exception to Band #4						
Public Health Inspector	April 1, 2025	\$78,114.40	\$80,316.60	\$82,737.20	\$85,212.40	\$87,851.40
		\$3,004.40	\$3,089.10	\$3,182.20	\$3,277.40	\$3,378.90
		\$42.92	\$44.13	\$45.46	\$46.82	\$48.27
Band #5	Point value 5	1.76 and up				
Dietitian (Prior to	April 1, 2025	\$76,531.00	\$79,625.00	\$83,137.60	\$86,668.40	\$89,999.00
November 17, 2017)		\$2,943.50	\$ 3,062 .50	\$3,197. 60	\$3,333.40	\$3,461.50
		\$42.05	\$43.75	\$45.68	\$47.62	\$49.45
Data Analyst	April 1, 2025	\$76,531.00	\$79,62 5.00	\$83,13 7.6 0	\$86,668.40	\$89,999.00
		\$2,943.50	\$3,062.50	\$3,197.60	\$3,333.40	\$3,461.50
		\$42.05	\$43.75	\$45.68	\$47.62	\$49.45
Exception to Band #5						

_

Exception to Band #5

2023-2026

Collective Agreement

Job Title	Effective	Level 1	Level 2	Level 3	Level 4	Level 5
Environmental Support	April 1, 2025	\$82,300.40	\$84,484.40	\$86,959.60	\$89,598.60	92,019.20
Officer		\$3,165.40	\$3,249.40	\$3,344.60	\$3,446.10	\$3,539.20
		\$45.22	\$46.42	\$47.78	\$49.23	\$50.56
Nutritionist	April 1, 2025	\$77,422.80	\$80,007.20	\$83,137.60	\$86,668.40	\$90,126.40
		\$2,977.80	\$3,077.20	\$3,197.60	\$3,333.40	\$3,466.40
		\$42.54	\$43.96	\$45.68	\$47.62	\$49.52
Health Promoter	April 1, 2025	\$77,422.80	\$80,007.20	\$83,137.60	\$86,668.40	\$89,999.00
		\$2,977.80	\$3,077.20	\$3,197.60	\$3,333.40	\$3,461.50
		\$42.54	\$43.96	\$45.68	\$47.62	\$49.45

· ____·

Wages above are current unless posted otherwise on the Pay Equity Maintenance Plan.

AND STATES OF

2023-2026

-••

Collective Agreement

LETTER OF UNDERSTANDING - BEACH ON-CALL SCHEDULE

The parties agree that Article 19:02 ON CALL DUTY is not applicable to the Beach On-Call Schedule.

The parties agree to the following procedure to cover the gap in the collective agreement regarding Beach on-call.

Beach On-Call Schedule is defined as the period for the weekend before Canada Day up to and including the Labour Day weekend.

The parties agree to the following procedure and payment for Beach On-Call, to be followed effective July 13, 2016:

- 1. The Employer will determine whether or not it requires on-call coverage for Beach postings;
- 2. The Employer will create a roster of employees, who agree to be trained (if necessary) to do such on-call;
- 3. The Employer will provide the necessary training internally;
- 4. On a weekly basis, if the Employer requires staff on-call for beach postings, the assignment will be by equitable distribution based on seniority;
- 5. The Employer will make its best effort to follow the following procedure if potential Saturday beach on-call coverage is needed;
 - a. Email roster either late-Thursday or by mid-Friday
 - b. Employees will be given a deadline to show voluntary interest
 - c. After the deadline, employee(s) assigned on-call as per the equitable distribution based on seniority.
- 6. Payment for Saturday "on-call" is for 3 hours, from 10 a.m. 1 p.m. at a flat rate of \$27;
- 7. If there is actual work than the employee will be compensated as per Article 19:03;
- 8. If the employee is on-call on a designated statutory holiday, they shall receive 0.5 hours (30 minutes) of compensating time.

For the Union:

For the Employer:

2023-2026