

**COLLECTIVE AGREEMENT**

between

**HURON PERTH HEALTH UNIT**

*(herein after called the Employer)*

and

**THE CANADIAN UNION OF PUBLIC EMPLOYEES**

**and Its LOCAL 1331**

*(herein after called the Union)*

**January 1, 2021 – December 31, 2024**

# Table of Contents

Article 1 – Purpose ..... 4

Article 2 – Union Recognition and Job Security ..... 4

Article 3 – Management Rights..... 4

Article 4 – Definition of Employee ..... 5

Article 5 – Union Security and Check-Off..... 6

Article 6 – Representation ..... 8

Article 7 – No Strikes, No Lockouts ..... 9

Article 8 – No Harassment ..... 9

Article 9 – Committees ..... 9

Article 10 – Grievance Procedure ..... 10

Article 11 – Arbitration ..... 12

Article 12 – Discharge and Discipline ..... 13

Article 13 – Seniority..... 13

Article 14 – Layoff and Recall..... 15

Article 15 – Job Posting ..... 17

Article 16 – Transfers ..... 18

Article 17 – Hours of Work and Overtime ..... 19

Article 18 – Holidays ..... 22

Article 19 – Vacation ..... 23

Article 20 – Leave of Absence ..... 23

Article 21 – Short Term Disability Benefits, and Long Term Disability Plan..... 27

Article 22 – Employee Benefits ..... 29

Article 23 – Influenza Vaccine ..... 31

Article 24 – Mileage Reimbursement ..... 32

Article 25 – Boot Entitlement ..... 32

Article 26 – Training and Upgrading ..... 33

Article 27 – Amalgamation and Merger..... 33

Article 28 – General ..... 34

Article 29 – Wage Rates and Job Classifications ..... 34

Article 30 – Duration of Agreement..... 35

Letter of Understanding Re: Temporary Individual Reduction of Hours ..... 37

Letter of Agreement Re: Temporary Individual Reduction of Hours ..... 38  
Letter of Understanding Re: Team Lead ..... 39  
Letter of Understanding Re: Job Sharing ..... 40  
Letter of Understanding Re: Four Year Over Five Plan ..... 42  
Letter of Understanding Re: Relevant Graduate Degree Stipend ..... 44  
Letter of Understanding Re: Work Outside of Normal Operating Hours ..... 45  
Letter of Understanding Re: On-Call Coverage ..... 46  
Schedule "A" - CUPE Wage Schedule ..... 48

## **Article 1 – Purpose**

- 1.01 The purpose of this Agreement is to maintain the harmonious relationship between the Employer and its employees, and to provide an orderly and amicable method of settling any differences or grievances, which may arise.
- 1.02 The parties recognize the mutual value of joint discussions and negotiations in all matters covered by the collective agreement.

## **Article 2 – Union Recognition and Job Security**

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 1331 as the sole and exclusive bargaining agent for all its employees save and except Managers; persons above the rank of Manager; Executive Assistants to the Medical Officer of Health, Human Resources Manager, and Directors; Corporate Services Coordinator; Financial Analyst; persons covered by a subsisting collective agreement; and part-time Peer Leaders in the Youth Action Alliance Program.
- 2.02 No employee shall be required or permitted to make written or verbal agreements with the Employer or its representatives which may conflict with the terms of this Collective Agreement.
- 2.03 Work of the Bargaining Unit  
Except for emergencies or instruction, persons who are not members of the bargaining unit shall not do work that is exclusively bargaining unit work. The parties explicitly recognize that some of the work of the bargaining unit is not exclusive since others also do such work, and there is no intent to limit the completion of work in such circumstances.
- 2.04 No Contracting-Out  
The Employer agrees not to contract out work currently performed by members of the bargaining unit if such contracting out causes a permanent employee to lose hours.
- 2.05 The Union shall not engage in Union activities during working hours or hold meetings at any time, other than activities and meetings provided for elsewhere in the collective agreement, on the premises of the Employer without the permission of the Employer. Such permission shall not be unreasonably withheld.

## **Article 3 – Management Rights**

- 3.01 The Union recognizes the rights of the Employer to hire, promote, demote, transfer in accordance with Article 16, suspend or otherwise discipline and discharge an employee for just cause, provided that a claim of discriminatory

promotion, demotion or transfer in accordance with Article 16, or a claim that an employee has been suspended, discharged or disciplined without just cause, or that there has been a violation of this Agreement, may be the subject of a grievance and dealt with under the provisions of the grievance procedure of this Agreement. The Employer also has the right to make and alter, from time to time, the rules and regulations to be observed by the employees, which rules and regulations shall not be unreasonable nor contrary to the provisions of this Agreement.

3.02 The Employer agrees that it shall not act in an arbitrary, discriminatory or unreasonable manner.

3.03 No Discrimination

The Employer and the Union mutually agree that there shall be no discrimination, harassment, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, discipline, discharge or otherwise by reason of membership or non-membership in any labour organization, or by reason of any activity in any labour organization, political or religious affiliation, place of residence or by any of the protected grounds under the *Ontario Human Rights Code* as amended from time to time.

3.04 The Employer and the Union acknowledge that the *Ontario Human Rights Code*, the *Employment Standards Act*, the *Ontario Labour Relations Act*, and the *Occupational Health & Safety Act* shall apply to all employees.

## **Article 4 – Definition of Employee**

4.01 Probationary Period

When an employee is hired, such employee shall be on probation until the employee has completed sixty-five (65) working days (a working day is defined as seven (7) hours worked), or until four hundred and fifty-five (455) hours are completed in the case of a part-time employee, during which time the employee shall not be subject to the terms of this agreement, except in the Wage Rate Classification, grievance, arbitration, health and welfare benefits, or otherwise provided hereunder. A probationary employee may not grieve their discharge unless the Employer has acted in a manner that is arbitrary, discriminatory, or in bad faith. The probationary period may be extended for a predetermined period by mutual consent of the Union and the Employer. The Union and the employee shall be provided with written reasons for the request of an extension. The length of the extension shall be drafted as a Letter of Agreement, without prejudice, and signed by the parties.

Employees whose status makes them eligible to be placed on the seniority list and are retained past the probationary period shall be placed on the seniority list and credited with seniority from the date first hired.

4.02 Full-time Employees

Any Employee who works 70 hours in a two week pay period and is not temporary.

4.03 Part-time Employees

Any Employee who works less than 70 hours in a two week pay period on a regularly scheduled basis and is not temporary.

4.04 Temporary Employees

a) Temporary Employee refers to any person employed in a definite temporary position for a definite non-recurring term or task not to exceed twelve (12) months, or to replace a permanent employee who is on a leave of absence, WSIB disability, short term disability, or LTD not to exceed twelve (12) months or up to eighteen (18) months for pregnancy/parental leave. The period of employment of such persons shall not exceed the absentee's leave. Such temporary employment may be extended beyond the original defined term on a temporary basis for a specified period by mutual agreement of the parties.

The Employer shall outline to the employee hired to fill such vacancy the circumstances giving rise to the vacancy and the fact that it is a temporary job only. Employees hired to fill temporary vacancies, may be released at the end of the term. Such release shall not be the subject of grievance or arbitration.

b) Temporary employees do not accrue service or seniority. If a temporary employee is awarded a permanent position without any break in service of more than thirty (30) consecutive calendar days, the employee shall have a seniority date based on the last date of hire, subject to successfully completing the probationary period.

c) Permanent employees who successfully bid to a temporary position will, on completion of the temporary position, revert to their previous permanent position, as shall any other employee who was promoted or transferred by reason of such placement.

4.05 Casual Employees

A casual employee is an employee who is not regularly scheduled to work more than 35 hours in a two week pay period and is not full-time, part-time, or temporary as defined in Article 4 of this agreement. Casual employees shall not be used to permanently replace full-time or part-time positions.

## **Article 5 – Union Security and Check-Off**

5.01 Union Security

All employees shall, as a condition of continuing employment, become members of the Union within thirty (30) days of employment, and remain members in good standing.

5.02 Deductions

Upon commencement of employment, the Employer shall deduct from each pay due to

each employee covered under this Agreement, a sum equal to the Union dues, initiations, and/or assessments levied, in accordance with the Union Constitution and Bylaws, of a member and shall forward to the National Secretary-Treasurer of the Canadian Union of Public Employees, by no later than the 15th day of the month following. The dues, initiations, and/or assessments shall be accompanied by a list of the names, addresses and phone numbers of all employees from whose wage deductions have been made. This list shall also include the names and addresses of the employees terminated during that month. A copy of this list shall also be forwarded to the Recording Secretary of the Local Union in a usable electronic format. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Union shall indemnify and save the Employer harmless with respect to all dues, initiations, and/or assessments so deducted and remitted.

5.03 T4 Slips

Union dues deducted from the pay of each employee shall be shown on the employee's T4 slip.

5.04 New Employees

On commencing employment in a position within the bargaining unit, the employee's immediate Manager or other representative of the employer shall introduce the new employee to their Union Steward or Representative, as designated by the Union.

The Union shall be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of forty-five (45) minutes shall be allowed for this purpose within regular working hours and without loss of pay for either employee.

5.05 Notification

The Employer shall provide to the Union a copy of each offer letter once the offer has been accepted.

5.06 The Union shall be notified in writing, in accordance with Article 6.05, within fifteen (15) working days of the name and position of each employee who resigns or retires, or is promoted, laid off, recalled, suspended, or terminated.

5.07 Union Meetings

The Employer may permit the use of its premises, dependent on meeting room availability, for the purpose of Union meetings without cost to the Union, subject to prior approval.

5.08 Legislation re: Dues

In the event that Legislation is introduced affecting dues deductions, the parties agree to meet and discuss the impact on the workplace.

## **Article 6 – Representation**

6.01 The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees. Such representatives shall have access to the Employer's premises to attend meetings in order to deal with any matters arising out of this Collective Agreement.

6.02 When an employee is required to attend a meeting when the employee is a complainant or respondent in an investigation, the Employer shall inform the employee of the meeting prior to the meeting. This notice shall contain the subject matter to be discussed at the meeting and the right of the employee to have union representation at the meeting. The employee may be accompanied by a Union Representative, if the employee so desires.

When an employee is required to attend a meeting for the purpose of receiving a disciplinary reprimand which may become part of the employee's record, or the employee is being terminated, the Employer shall inform the employee and the Union of the meeting prior to the meeting. This notice shall contain the subject matter to be discussed at the meeting. The Union shall attend the meeting. The Employer shall provide to the Union a copy of any disciplinary or termination letter at the time it is issued.

6.03 No individual employee or group of employees shall undertake to represent the Union at meetings with the Employer without proper authorization of the Union. In order that this may be carried out, the Union shall supply the Employer with the names of its officers, stewards, and committee members. Similarly, the Employer shall, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

6.04 Permission to Leave Work

The Union acknowledges that Union Officers, Stewards, and committee members have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from their Manager, and such permission shall not be unreasonably withheld. Employees granted permission to leave their work shall suffer no loss of remuneration. When resuming their regular duties, they shall report to their Manager.

6.05 Correspondence

All correspondence between the parties, arising out of this Agreement or incidental thereto except for correspondence arising out of committee meetings pursuant to Article 9, shall pass to and from the Employer and the President and the Recording Secretary of the Union.

## **Article 7 – No Strikes, No Lockouts**

- 7.01 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the Union agrees that, during the lifetime of this Agreement, there shall be no strike, and the Employer agrees that there shall be no lockout.

## **Article 8 – No Harassment**

- 8.01 The Employer and the Union are committed to working together in a constructive manner to help create and maintain a work environment in which all workers are treated with respect and dignity, and which is free from violence, and harassment including sexual harassment.
- 8.02 The Employer agrees to maintain policies and procedures to deal with violence and harassment in the workplace. The policies shall address the prevention of violence and harassment and the management of harassing and violent situations. Policies and procedures shall be in consultation with the JHSC, and shall be in compliance with the *Occupational Health and Safety Act (OHSA)*.

The Employer agrees to provide training, education and information on the prevention of violence and harassment, and all measures in the workplace violence and harassment program to all employees. This training shall also be initiated during a new employee's orientation and updated for existing employees as required.

## **Article 9 – Committees**

### **9.01 Grievance Committee**

A Grievance Committee shall be composed of three (3) Union members, appointed or selected by the Union from amongst the Stewards, which shall be responsible for the handling of all grievances. The Union may substitute the Bargaining Unit President for a member of the Grievance Committee at any stage of the grievance procedure. The Union may have up to seven (7) stewards at a given time. The Union shall notify the Employer of the names of the Stewards and the names of the Stewards who shall be on the Grievance Committee.

### **9.02 Union Management Committee**

A Union/Management Committee which shall be composed of three (3) Union representatives to meet with no more than three (3) appointed representatives of the Employer. The function of this Committee includes, but is not limited to, the examination of those matters which are of mutual concern such as working conditions and the quality and quantity of staffing. The Medical Officer of Health shall be an ex-officio member and either party may request the presence of the Medical Officer of Health at any meeting of the Committee. The Medical Officer of Health may make a decision as to whether or not to attend. The Committee shall meet at the request of either party. Employees shall not suffer any loss of pay and benefits for time spent in such meetings.

9.03 Negotiating Committee

A Negotiating Committee composed of four (4) Union members appointed by the Union and up to four (4) members appointed by the Employer, whose duties shall be to negotiate renewal agreements and to discuss the administration of this Agreement. The Union shall have the right to have the assistance of a CUPE National Representative and the Employer may have the assistance of an advisor. Employees representing the Union on the negotiating committee shall not suffer any loss of pay or benefits for time spent in negotiations with the Employer up to and including conciliation and mediation.

9.04 Joint Health and Safety Committee

- a) Recognizing their responsibilities under the applicable legislation, the Employer and the Union agree that they mutually desire to maintain standards of health and safety to prevent injury and illness. The Employer, the Union and all employees shall take every precaution reasonable in the circumstances for the protection of employees.
- b) One or more joint health and safety committees shall be established in accordance with the Occupational Health and Safety Act (OHSA) and such committee(s) shall operate in accordance with the OHSA.
- c) A joint health and safety committee (JHSC) shall be established which has at least as many employee representatives as employer representatives but with a minimum of two (2) representatives selected or appointed by the Union from amongst bargaining unit employees. The JHSC shall hold meetings at least every three months or more frequently at the call of either co-chair if required for jointly monitoring, inspecting, investigating, and reviewing health and safety conditions and practices. Minutes shall be taken of all meetings and copies shall be provided to the Employer and the Union. The responsibility for chairing meetings and for minutes shall be determined by the committee.
- d) The Employer agrees to co-operate reasonably in providing necessary information to enable the committee to fulfil its functions.
- e) All time spent by a member of the joint health and safety committee attending meetings of the committee and carrying out their duties shall be deemed to be time worked for which they shall be paid by the Employer at their regular or premium rate as the case may be, and they shall be entitled to such time from their work as is necessary.

**Article 10 – Grievance Procedure**

- 10.01 It is the mutual desire of the parties hereto that complaints of the employees shall be settled as fairly and quickly as possible and it is understood that any employee may present an oral complaint at any time, without recourse, to the grievance procedure herein.

- 10.02 A grievance shall be defined as a difference arising between the Employer and any employee or the Union, relating to the interpretation, administration, application, or alleged violation of this agreement, including any question as to whether the Employer has acted unjustly, unreasonably, or any question as to whether a matter is arbitrable, or a complaint that the employee who has acquired seniority has been discharged or disciplined without just cause.
- 10.03 An employee or the Union may have a representative of CUPE National present, and the Employer may have Counsel or a representative present, at any stage of the grievance procedure and/or arbitration procedure.
- 10.04 Group Grievance  
When a group of employees have identical grievances and each employee would be entitled to grieve separately, they may present it as a group grievance.
- 10.05 In the event an Employee is disciplined or discharged and it is considered an injustice has been done, the matter may be taken up, within ten (10) days, by the Union as a grievance at Step No. 2 of the grievance procedure.
- 10.06 For the purposes of the grievance procedure, "days" shall mean Monday to Friday and exclude designated holidays listed in Article 18.
- 10.07 The time limits in Article 10 Grievance procedure may be extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.
- 10.08 Resolution Meeting  
It is understood that an employee has no grievance until they have first given their immediate manager the opportunity of resolving the complaint, unless the complaint is concerning the alleged misconduct of their immediate manager in which case they must meet with the manager's direct supervisor. Such complaint shall be brought forward within ten (10) days of the circumstances giving rise to it or ought reasonably to have become aware of it, prior to submitting the grievance in writing. The manager shall respond within five (5) days. Failing satisfactory resolution of the complaint the employee shall proceed to Step 1 within seven (7) days after the date the manager responded or should have responded. An employee is entitled to the assistance of a union representative at any such meeting and step in the grievance procedure.
- 10.09 The following shall be the procedure in processing and handling grievances.

Step 1

The Union shall submit the grievance in writing to the relevant Director. The employee and the Union shall meet with the Director within seven (7) days after receipt of the written grievance to attempt to resolve the grievance. A decision is to be given in writing to the employee and the Union within five (5) days of the meeting or any longer period which may be mutually agreed upon. Failing settlement at this stage to the satisfaction of the Union, within seven (7) days of the written response or any longer period which may be mutually agreed upon, the Union may forward the grievance to Step 2.

### Step 2

If the grievance is not resolved at Step 1 to the satisfaction of the Union, the Union may submit the grievance in writing to the Medical Officer of Health or their designate within seven (7) days of receiving the written response or any longer period which may be mutually agreed upon. The Medical Officer of Health or their designate shall meet with the employee and the Union within ten (10) days, to attempt to resolve the grievance. A decision is to be given in writing to the employee and the Union within five (5) days of the meeting or any longer period which may be mutually agreed upon. The President and/or designate shall be present at this stage. It is understood that the National Representative from the Canadian Union of Public Employees shall be present at this meeting. Failing settlement at this stage to the satisfaction of the Union, within twenty (20) days of the written response or any longer period which may be mutually agreed upon, the Union may forward the grievance to Arbitration in accordance with Article 11.

#### 10.10 Policy Grievances

A grievance may be filed by the Union or the Employer commencing at Step 2 within fifteen (15) days following the circumstances giving rise to the grievance or the party ought reasonably to have become aware of it, where the grievance arises concerning the interpretation, application, administration, or alleged violation of the Collective Agreement. In the event of an Employer grievance, the provisions of the Collective Agreement shall be applied accordingly.

### **Article 11 – Arbitration**

- 11.01 After exhausting the grievance procedure established by this Agreement, the grieving party may notify the other party, in writing, within twenty (20) days of the Step 2 response of its desire to submit the difference or allegation to arbitration and the notice shall contain the names of at least three proposed arbitrators. The referral to arbitration shall be to a sole Arbitrator. The sole Arbitrator shall be jointly selected by the Parties. If the Parties fail to agree on an Arbitrator, the appointment shall be made by the Ministry of Labour upon the request of either party. The sole 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.
- 11.02 The parties may agree to have the arbitrator initially act as a mediator.
- 11.03 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.
- 11.04 Notwithstanding any other provisions of this Agreement grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or an Arbitrator if the matter is referred to arbitration.
- 11.05 The Parties shall share the expenses of the Arbitrator equally.
- 11.06 The time limits in Article 11 - Arbitration may be extended by mutual consent of the parties. Such consent shall not be unreasonably withheld.

- 11.07 For the purposes of the arbitration and mediation procedures, “days” shall mean Monday to Friday and exclude designated holidays listed in Article 18.

## **Article 12 – Discharge and Discipline**

- 12.01 No employee who has acquired seniority shall be disciplined or discharged except for just cause.
- 12.02 Any letter of reprimand, adverse report, suspension, discipline or other sanction shall be removed from the record of the employee eighteen (18) months following the receipt of such letter, adverse report, suspension, discipline or other sanction provided the employee has been discipline free during that period and shall not be used against the employee beyond that period.

## **Article 13 – Seniority**

- 13.01 Seniority shall be defined as the length of continuous service within the bargaining unit from the last date of hire.
- 13.02 Seniority for full-time Employees shall be based on Employee’s last date of hire except where another provision of the collective agreement limits accumulation of seniority.

Seniority for part-time Employees shall be based on regular hours worked divided by 1820 to calculate a seniority date.

- 13.03 Temporary employees do not accrue seniority. If a temporary employee is awarded a permanent position, the employee shall have a seniority date based on hours paid from the last date of hire provided there has been no break in service, and subject to successfully completing the probationary period.
- 13.04 The Employer shall maintain a seniority list showing the employee’s name, current classification, the date of hire, and the seniority date of the employee. Where two (2) or more employees have the same seniority, preference shall be determined by a random draw supervised by the Employer and the President or their designate.
- 13.05 An up-to-date seniority list shall be provided electronically to the Union in a usable format and posted on all bulletin boards and on the intranet. A seniority list up to June 30th of each year shall be posted no later than August 1st and a list up to December 31 shall be posted no later than February 1st, and as requested by the Union.

Complaints concerning the accuracy of such list shall be considered within thirty (30) days of posting and if no complaint is received within that time, such list shall be presumed to be accurate.

13.06 Employees retained past the probationary period shall be placed on the seniority list and credited with seniority based on hours paid from the date of hire.

13.07 Seniority – Retained and accumulated

Seniority shall be retained and accumulated if an employee is absent from work, where such employee:

- i. Is on Short Term disability or Long Term disability for a period less than twenty-four (24) months;
- ii. Is on approved leave of absence with or without pay of six (6) months or less;
- iii. Is on a statutory leave;
- iv. Is in receipt of Workplace Safety and Insurance Board benefits;
- v. Is serving in the Canadian Armed Forces;
- vi. Is laid off for a period not to exceed six (6) months;
- vii. Is on an employee exchange program approved leave of absence up to a period of six (6) months.

13.08 Seniority – Retained but not accumulated

Seniority shall be retained but not accumulated if an employee is absent from work under the following circumstances:

- i. If the employee is on Short Term or Long Term Disability for a period longer than twenty-four (24) months;
- ii. If the employee is laid off for a period of time longer than six (6) months but not more than eighteen (18) months;
- iii. If the employee is on an approved leave of absence with or without pay of over six (6) months, excluding statutory leaves.

13.09 Loss of Seniority

Seniority and employment shall terminate for the following reasons:

- i. The employee resigns and does not rescind within twenty-four (24) hours.
- ii. The employee is discharged for just cause and such discharge is not reversed through the grievance procedure or at arbitration.
- iii. The employee retires.
- iv. The employee is absent five (5) or more consecutive scheduled working days without notifying the Employer, unless such notice was not possible due to causes beyond the employee's control.
- v. The employee fails to report for work after a lay-off not later than ten (10) working days after receiving notice of recall further to the applicable provision of the Collective Agreement.
- vi. The employee is laid off for more than eighteen (18) months.
- vii. The employee overstays an approved leave of absence and fails to provide an acceptable reason for such absence.

13.10 Transfer outside of the Bargaining Unit

Employees may apply for temporary opportunities outside the bargaining unit. Any employee who is successful in being selected for a temporary opportunity outside the bargaining unit shall retain their seniority acquired up to the assignment start date for a period of up to twelve (12) months or, in the case of a pregnancy/parental leave, up to eighteen (18) months (or any longer period agreed in writing by the Parties). The employee shall not accumulate any further seniority under the Collective Agreement during that period. The employee shall continue to pay union dues as per Article 5.02 based on the level of dues paid at the time of the transfer. The transfer shall be in writing as a Letter of Agreement between the Parties. The Employer may request an extension beyond twelve (12) months. Such extension shall be by mutual agreement between the Parties. If agreed, the extension shall be in writing as a Letter of Agreement.

In the event the employee returns to a bargaining unit position within any period further to paragraph 1, the employee shall be credited with the seniority that they held at the start of the transfer and shall resume accumulation of seniority from the date they return to the bargaining unit. The employee returning shall be reinstated to their former job classification but not necessarily the same assignment. If the employee does not return to the bargaining unit within any period further to paragraph 1, the employee shall forfeit all Collective Agreement rights, including seniority, and shall no longer be a bargaining unit member.

It is understood that an employee shall not be transferred by the Employer to a position outside the Bargaining Unit without the employee's written consent.

## **Article 14 – Layoff and Recall**

14.01 Both parties agree that job security shall increase in proportion to length of service. In the event of a lay-off, employees shall be laid-off in reverse order of their bargaining unit seniority in the affected classification provided that the next most senior employee is willing and qualified to do the work. Temporary employees in the classification shall be laid off first, followed by probationary employees in the classification. New employees, including temporary, shall not be hired into a classification until employees in the same classification who are on layoff and are willing and qualified to do the work have been given the opportunity of recall.

14.02 A layoff shall be defined as a lack of work, a reduction in the work force, or a reduction in the normal hours of work, as defined in Article 18, which is long term (six-months or longer) or permanent in nature. For clarity, a reduction of hours in, or the elimination of, one or more vacant positions shall not constitute a layoff. Notwithstanding the previous sentence, no Full-Time position shall be replaced by two or more Part-Time positions.

14.03 Notice of Lay Off

Unless legislation is more favourable to the employee, in the event of any proposed layoff of a temporary or permanent nature, the Employer shall:

- a) Provide the Union, if possible, with no less than forty-five (45) working days' notice prior to its implementation of such layoff; and.
- b) Meet with the Union representatives within five (5) working days of notification to review the following:
  - i. the reasons causing the layoff and expected duration;
  - ii. the programs which the Employer shall undertake after the layoff; and
  - iii. the method of implementation including the areas of cut-back and the employees to be laid off
  - iv. and to consider any other feasible alternatives.
- c) Provide to affected employees no less than thirty (30) working days' written notice of layoff, with a copy to the Union. If the employee has not had the opportunity to work the days as provided in this Article, the employee shall be paid for the days for which work was not made available.

14.04 Layoff Options

An Employee who has received a layoff notice shall select one of the following options within fifteen (15) working days:

- a) Accept the layoff and be placed on the recall list; or
- b) Accept a vacant position provided they possess the required qualifications
- c) Exercise their seniority and displace the least senior employee in a job classification for which they possess the required qualifications

14.05 The Employer shall recall employees by registered mail to the last address of the employee of which the Employer has recorded. An employee is responsible for advising the Employer in writing of the employee's address from time to time while the employee is on layoff.

14.06 Recall Procedure

Employees shall be recalled in the order of their seniority provided that the employee being recalled is willing and qualified to do the work.

14.07 Any member of the bargaining unit who is recalled to fill a temporary position shall have all rights under the collective agreement including Schedule "A". An employee who has been recalled to such temporary vacancy shall not be required to accept such recall and may instead remain on lay off.

14.08 New employees shall not be hired until those laid off have been given an opportunity of recall and have failed to do so.

## **Article 15 – Job Posting**

- 15.01 When vacancies occur or new jobs of a permanent nature are created or a temporary vacancy of greater than three months occurs, prior to the posting of the position, an expression of interest process for change of assignment shall be initiated. Under such a process, Human Resources shall email all employees of the opportunity for change of assignment to determine their interest. The Employer shall send the email to each employee's HPPH email address or to a personal email address if an employee is on leave and has provided a personal email address. An employee wishing to express interest in changing to this assignment, or others which may result from the change of assignment(s) shall do so as instructed in the expression of interest email.

Employees shall have seven (7) working days to respond. The Employer shall notify the successful Employee in writing within seven (7) working days of a decision being made. Where there are multiple expressions of interest submitted and where ability, qualifications, and performance are approximately equal, seniority shall be the deciding factor. If an employee with greater seniority is denied the change of assignment, the reasons for such denial shall be discussed with the employee, if requested.

- 15.02 Once the expression of interest process has been exhausted, the position shall be posted within seven (7) working days in a manner accessible to all employees. Such job posting shall be for a period of seven (7) working days. Outside advertising may take place simultaneously with job postings. The results of the outside posting shall not be considered until the internal posting process is completed. For clarity, no outside candidate shall be considered if there is a qualified internal candidate. Where there are multiple applications submitted and where ability, qualifications, and performance are approximately equal, seniority shall be the deciding factor. All employee applicants interviewed shall be notified by email of the successful applicant not more than five (5) working days after the position has been filled. If an employee with greater seniority is denied the posting, the reasons for such denial may be discussed with the employee if requested.

If the Employer chooses not to fill a vacancy then the Employer shall notify the Union of that fact and the rationale for not filling the position.

Employees who successfully bid to a temporary position shall, on completion of the temporary position, revert to their previous status and position, if the position still exists, as shall any other employee who was promoted or transferred by reason of such placement.

- 15.03 All job postings shall contain the following information:

Nature of the position, qualifications, education, skills, wage rate or range, office, employment status, start date, end date (if applicable), number of vacancies, closing date for receiving applications, and the Collective Agreement in effect. Qualifications shall be only those necessary to perform the job function.

- 15.04 In the event that an employee changes classification on a permanent basis, the successful applicant shall be given a trial period of twenty (20) working days, during which time the employee shall receive the necessary training for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. The employee shall be declared permanent in that position after the period of twenty (20) working days. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee requests a reversion to their former position, the employee shall be returned to their former position, and wage rate, without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, and wage rate, without loss of seniority. Any unsuccessful applicants for the original posting shall then be considered in accordance with Article 15.01. If there are no unsuccessful applicants, the position shall be reposted in accordance with Article 15.02.
- 15.05 The Employer shall ensure that all bargaining unit job descriptions are available for viewing electronically.

## **Article 16 – Transfers**

- 16.01 When the Employer determines, based on bona fide operational requirements, there is a need to transfer any full-time and/or part time position to a different office, the following process shall apply.
- a) The Employer shall notify the Union of the transfer required and the rationale for such transfer in writing at least sixty (60) working days in advance of such transfer.
  - b) A meeting shall be held within ten (10) working days of such notice, if requested by either party, to discuss any concerns related to the rationale and/or implementation for such transfer and whether there are any feasible alternatives.
  - c) All employees in the affected classification in the office from which the transfer shall occur shall be notified in writing at least forty-five (45) working days in advance of such transfer. Transfers shall be offered in order of seniority, however, if no employee accepts the transfer, the employee with the least amount of seniority within the classification shall be transferred.
  - d) If an affected employee identifies that such a transfer shall result in undue hardship, the employee shall notify the Employer forthwith and the parties agree to discuss whether there are feasible alternatives. In the event that no feasible alternative is identified, the parties shall deem it to be a layoff and Article 14 shall apply except that the notice period under this article shall be deemed to fulfill the notice period under Article 14. In the event the parties deem it to be a layoff, any time period to exercise a right under Article 14 shall be extended accordingly.
  - e) Mileage shall be paid in accordance with Article 24, if applicable.

16.02 When the Employer determines, for a bona fide reason specific to an individual employee, there is a need to transfer that specific individual employee to a different office, and the employer has exhausted all other options, the following process shall apply:

- a) The Employer and the Union, and the affected employee shall meet to discuss the transfer, the rationale for such transfer, the implementation plan, the alternate options that have been considered and whether there are feasible alternatives at least one (1) working day in advance of the notice period provided in (b) below.
- b) The affected employee shall be notified in writing at least ten (10) working days in advance of such transfer and shall be provided with the rationale. The Union shall receive a copy of the notice at the same time it is issued.
- c) Mileage shall be paid in accordance with Article 24, if applicable.

16.03 The Employer shall not unilaterally transfer an employee or position as a result of a transfer of another employee or position under Article 16.

## **Article 17 – Hours of Work and Overtime**

17.01

- a) It is recognized that the nature of public health occasionally requires employees to work varying schedules, including on evenings and weekends.
- b) The normal hours of operation of the Health Unit are 8:30 a.m. to 4:30 p.m. Monday to Friday.
- c) The normal work week shall consist of thirty-five (35) hours (exclusive of unpaid meal breaks) five consecutive days, Monday to Friday.
- d) The normal work day shall consist of seven (7) hours with two (2) paid fifteen minute rest periods.

17.02 Employees shall have one (1) fifteen (15) minute paid rest period in each half (1/2) day of work. Employees shall have a one (1) hour unpaid meal break.

17.03 Changes to the schedule that are made by a Manager with less than five (5) days' notice and that place an employee's hours over seventy (70) in a bi-weekly pay period shall be paid at the rate of time and one-half (1 ½) or banked at the employee's option.

17.04 An employee may adjust their regular work schedule between the hours of 7:30 a.m. and 5:30 p.m. Monday to Friday to assist with work life balance. Adjustments shall be subject to work demands, client needs, and the impact the employee's proposed adjustment shall have on members of their team. No such adjustment shall result in the payment of any premiums.

17.05 The provision of service remains a priority. The work demands/responsibilities /needs of the team shall be given every consideration. Coverage between the hours of 8:30 am and 4:30 pm remain the priority when setting the schedule.

17.06 Flex Time

In the administration of flex time, the following shall apply:

- a) Health Unit office hours shall be 8:30 am to 4:30 pm Monday to Friday inclusive.
- b) Notwithstanding Article 17.01, a flex work week shall be Monday to Friday made up of seven (7) hours per day during the normal hours of work from 8:00 am to 10:00 pm Monday to Thursday and 8:00 am to 5:00 pm Friday.
- c) During the course of a bi-weekly pay period, an employee may accumulate (by working extra hours) flex time to a maximum of two (2) hours without the approval in advance of the Employer.
- d) Any flex time beyond two (2) hours may be accumulated or taken only with the approval in advance of the Employer. Where an employee requests approval to accumulate or take flex time, such request shall not be unreasonably denied provided it can be demonstrated to the satisfaction of the Employer that the required service shall be maintained. In all cases, flex time shall be scheduled and communicated to other staff/team members so that service delivery is maintained.
- e) The above provisions shall be without prejudice to the Employer's right to schedule the normal work week and normal work day during the normal hours of work as per Article 17.01. Notwithstanding Article 17.04, the provisions of this article are not intended to permit an employee to, in effect, change their master schedule.
- f) In administering flex time, the Employer shall have regard for the following:
  - i. Flex time shall be balanced out over a two week pay period unless it is less than two hours or there is an approved request to take it in the next two week pay period. In either of these cases, time worked in excess of seventy (70) hours in the two week pay period shall not be overtime. Notwithstanding Article 17.08, any flex time (under (c) or (d) above) not taken during the second pay period shall be paid out at straight time or may, by agreement of the employee and their supervisor, be banked at straight time and be subject to the maximum of forty-two (42) hours (prorated for part-time staff) of banked time.
  - ii. Individuals using flex time may be required to submit activity sheets at any time for the purpose of tracking time. Time earned and taken in periods of less than fifteen (15) minutes shall not be recorded;
  - iii. Hours recorded attending continuing education cannot exceed seven (7) hours per day; and

- iv. All days off (i.e. vacation days, compensating time, sick leave, and leaves of absence with pay) are deemed to be normal work days of seven (7) hours.
- v. All claims for flex time must be submitted within ten (10) days following the second pay period outlined in (i) above.

#### 17.07 Overtime

- a) An employee shall seek approval of the employee's Manager, and if not available, a Director or the Medical Officer of Health, prior to working any additional time.
- b) Pre-approved time worked on Fridays after 5:00 pm and on Saturdays or Sundays shall accrue and be compensated at time and one half (1 ½) and paid out or added to the employee's flex bank at the choice of the employee.
- c) All work in excess of seventy (70) hours per pay period, required by the Employer shall be compensated at the rate of time and one-half (1 ½) in pay or banked in accordance with Article 17.08, at the option of the employee.
- d) Overtime compensation at the rate of time and one-half (1 ½) shall be paid for all overtime hours worked. Overtime shall be paid for attendance at educational evening meetings only where the employee is specifically requested by the Employer to attend such meeting. Authorization for hours worked other than detailed in Clauses (b) and (c) must be given by the employee's supervisor in advance.
- e) Pre-scheduled available overtime work shall be offered to all members on the team, who are qualified to perform the work in order of seniority starting with the most senior.

#### 17.08 Banked Time

An employee may elect to accumulate up to forty-two (42) hours in accrued flex time (Article 17.06) and/or accrued overtime under Article 17.07. The maximum accumulation of forty-two (42) hours in accrued time may be restored at any time should an employee use time accumulated from their bank. Requests to take or accumulate banked time shall not be unreasonably denied.

Banked time up to thirty-five (35) hours shall be carried from one calendar year to the next. For any accumulation in excess of thirty-five (35) hours on December 1 of any calendar year, the Employer may pay out all or any portion in excess of thirty-five (35) hours on the last pay of the calendar year.

- 17.09 An employee who is called in and required to work outside their regular working hours, or when there is a break between the employee's regularly scheduled hours and the work the employee is called in to do, shall be paid, or at the employee's option, bank the time in accordance with Article 17.08, for a minimum of two (2) hours at the applicable overtime rate. Work time shall include travel time to and from the employee's home to

the place of work. When the work called in for is completed, the employee shall be allowed to leave.

**17.10 Meal Reimbursement**

Employees required to work at least two (2) additional hours in excess of seven (7) hours in a day, shall be provided with a meal. If such meal is not provided, they shall be reimbursed for a meal up to twenty dollars (\$20.00) on each such occasion. Appropriate receipts are required. This reimbursement shall repeat for each additional five (5) hours of overtime worked.

**Article 18 – Holidays**

18.01 The following shall be recognized as paid holidays under this Agreement:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One (1) Floating Day
Civic Holiday	

and any other day proclaimed by the Federal, Provincial, or Municipal Government.

One-half (1/2) working day preceding Christmas or if an employee is required to work, another one-half (1/2) day at a time mutually agreeable to both parties. One-half (1/2) working day preceding New Year's Day.

Temporary and casual employees shall receive five percent (5%) of their wages in lieu of holiday pay, payable on each pay.

18.02 When any of the above noted holidays fall on a Saturday or Sunday and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

18.03 The Floating Day shall be taken at a time mutually agreed upon between the Employer and such employee. Such day shall be taken within the calendar year or it shall not be paid out.

18.04 In the event that an employee is scheduled to work on any of the above holidays and works on the holiday, the employee shall be paid time and one-half (1 ½) the employee's regular rate of pay for all hours worked and in addition shall either:

- a) be paid for the full day at the employee's regular rate of pay, or
- b) be entitled, at the employee's option, to a day in lieu with pay at a time to be mutually agreed upon between the employee and the Manager. The employee shall notify their Manager within 24 hours of the holiday that they wish to exercise this option.

- 18.05 Part-time employees shall receive the holidays listed in accordance with Article 18. Holiday pay shall be based on calculations as outlined in the *Employment Standards Act*, as amended from time to time.
- 18.06 Sick leave may be substituted for any holiday where an employee would have been hospitalized or they experienced a medical emergency that required immediate medical care and entitled to sick leave as provided in Article 21. The holiday shall be taken at a time mutually agreed upon between the Employer and the employee.

## **Article 19 – Vacation**

- 19.01 The vacation year shall be on the calendar year (January 1st to December 31st).
- 19.02 Vacation with pay for full-time employees and vacation with pay pro-rated for part-time employees shall be earned in each year as follows:
- For the first incomplete calendar year of service each employee shall receive vacation with pay to a maximum of 20 days on a pro-rata basis effective the date of hire and available on completion of the employee's probationary period.
  - In each of the first 10 years of service - 4 weeks (20 days)
  - After 10 years - 5 weeks (25 days)
  - After 20 years - 6 weeks (30 days)
- 19.03 Part-time employees shall receive vacation with pay on a pro-rata basis.
- 19.04 Temporary and Casual employees shall receive vacation pay in accordance with the *Employment Standards Act* payable in each pay period.
- 19.05 An employee is entitled to receive vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the Employer.
- 19.06 Where any employee who is on vacation qualifies for sick leave due to being hospitalized or they experienced a medical emergency that required immediate medical care, that portion of the vacation shall be rescheduled at a time mutually agreed upon between the Employer and the employee.

## **Article 20 – Leave of Absence**

### **20.01 Bereavement Leave**

For the purposes of this article only, "day" or "days" shall be interpreted as working days for full-time employees and calendar days for part-time employees.

- a) When death occurs in the immediate family of an employee, the employee shall be granted five (5) days leave of absence from the employee's employment without loss of pay or benefits.

Immediate family is defined as mother, father, brother, sister, child (including step relations), spouse/partner including common-law, mother-in-law, and father-in-law.

- b) Three (3) days in the event of the death of a daughter-in-law, son-in-law, brother-in-law, or sister-in-law, grandparent, grandchild without loss of pay or benefits.
- c) The Employer further agrees to grant leave of absence of one (1) day without loss of pay or benefits to the employee suffering the death of the employee's aunts, uncles, niece and nephew. If special circumstances arise or travel is required, the one (1) day allowance shall be increased to a maximum of three (3) days for the purposes of attending the funeral, memorial, service, visitation or related bereavement event.

The Employer may grant leave for close family relationships, with or without pay. Requests for a leave shall not be unreasonably denied.

- d) Should an employee be on vacation, and there is a death as per Article 20.01 the employee shall be able to substitute bereavement leave for such vacation leave and take such vacation entitlement at a later date. The vacation entitlement shall be taken at a time mutually agreeable to the employee and the Employer.
- e) Notwithstanding the above, an employee shall be granted flexibility to distribute the dates to which they would be entitled above.

#### 20.02 Personal and Family Medical Care

Employees, excluding Casual employees, shall be granted (15) paid hours per calendar year and part-time employees shall be granted pro-rata hours for the purpose of personal or family health care or to attend to personal matters.

#### 20.03 Compassionate Leave

The Employer may grant compassionate leave of absence for good and sufficient cause, without loss of pay, benefits, or seniority, for a maximum of ten (10) days, but the days so granted shall be charged against the employee's short term disability benefit as per Article 21. Only the Medical Officer of Health or their designate may approve a compassionate leave of absence with pay. Consideration for such a leave shall be given where the Medical Officer of Health or their designate believes, based on the information supplied, that an employee has experienced an event in their personal life that is so overwhelming that it effectively renders that employee unable to work on a regular basis. The absence may be continuous or may result in a reduced work schedule.

#### 20.04 Unpaid Personal Leave of Absence

The Employer, at its sole discretion, may grant a leave of absence without pay to any employee requesting such leave, which does not unreasonably interfere with the operation of the Employer. Such a request shall be in writing and approved by the

Employer. Such a request shall not be unreasonably denied. Seniority retention and/or accumulation shall be in accordance with Article 13.

An employee granted leave of absence under Article 20.04 shall have benefits continue on the employee's behalf, provided that the employee so affected shall first remit to the Employer the premium cost of such benefits.

20.05 Jury/Witness Leave

The Employer shall grant leave of absence without loss of seniority or benefits to an employee who serves as a juror or witness in any court or who is required by subpoena to attend a court of law or coroner's inquest as a witness.

The Employer shall pay such an employee their normal earnings. The employee shall be obligated to sign over to the credit of the Employer all money received for serving as a juror or witness, excluding payment for travelling, meals or other expenses.

20.06 Union Leave

a) The Employer shall grant leave of absence without pay and without loss of seniority to employees selected by the Union to attend Union business including conferences, conventions, training, and Provincial Committee meetings. It is understood that such leave shall not result in additional expense to the Employer and that mutual arrangements have been made for the period of duty. During such leave of absence, wages and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such wages and the Employer's contributions to benefits.

b) An employee elected or requiring full-time duty at the provincial and/or national level shall be granted, upon request, leave of absence without pay and without loss of seniority up to two (2) years. It is understood that such leave shall not result in additional expense to the Employer and that mutual arrangements have been made for the period of duty. During such leave of absence, wages and benefits shall be kept whole by the Employer and the Union agrees to reimburse the Employer for such wages and the Employer's contributions to benefits. Such requests shall not be unreasonably denied. The employee agrees to notify the Employer of the employee's intention to return to work at least fifteen (15) working days before their intended return date. The employee shall be returned to a comparable position upon termination of Union office or duty.

20.07 Leave to Run for Public Office

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request the Employer shall allow leave of absence without pay of up to eight (8) weeks without loss of seniority or benefits so that the employee may be a candidate in Federal, Provincial or Municipal elections.

20.08 Parental/Pregnancy Leave

Parental/Pregnancy leave shall be granted in accordance with the provisions of the *Employment Standards Act (ESA)* as amended from time to time.

- a) For eligible employees, the Employer shall continue to make the Employer contribution for the following benefit plans: life insurance, accidental death, EHC, Long Term Disability and Dental throughout the pregnancy and parental leave unless the employee gives the Employer a written notice that the employee does not intend to pay the employee's contribution or the employee fails to make the payment by the deadline. The Employer and the employee shall discuss deducting the employee's share of the premiums from the last pay or equally from up to the last four pays.

Contributions for the OMERS pension plan shall be made as per the terms of OMERS and the Employer shall make its contributions accordingly.

- b) A permanent full-time or part-time employee who is on parental/pregnancy leave or parental leave as provided under this Agreement who is in receipt of Employment Insurance Parental/Pregnancy Benefits pursuant to the *Employment Insurance Act* (Canada), shall be paid a supplemental employment benefit for a maximum of twenty-seven (27) weeks. That benefit shall be the equivalent to the difference between seventy-five percent (75%) of their regular weekly earnings and the sum of their weekly employment insurance benefit and other earnings, as reported by or to the employer. Such payment shall commence following the completion of the employment insurance waiting period, and receipt of employment insurance parental/pregnancy benefits, and shall continue while the employee is in receipt of such benefits. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment insurance benefit (currently 26 weeks).
- a. In order to be eligible for the top-up under this article, the employee must provide the employer with proof that they are in receipt of employment insurance benefits pursuant to the *Employment Insurance Act* (Canada) and the amount of the employment insurance benefit they are receiving.
- b. Notwithstanding anything to the contrary above, in no event shall the top-up exceed the difference between seventy-five percent (75%) of the employee's actual weekly rate of pay that they were receiving on the last day worked prior to the start of the leave and the employee's employment insurance benefit calculated without regard to any election by the employee to receive a lower employment insurance benefit spread over a longer period of time as may be permitted under the *Employment Insurance Act* (Canada).
- c. Upon a return from pregnancy/parental leave, the employee shall be reinstated to their former position, unless the employee's former position has been discontinued in which case the employee shall be given a comparable position.

#### 20.09 Compulsory Isolation/Quarantine

Where the Employer determines the employee cannot work off site, the wages for time lost due to compulsory isolation/quarantine shall be paid to employees when certified by

the employee's treating medical practitioner or required by the Employer and shall be chargeable to sick leave.

**20.10 Education Leave**

- a) The Employer may enter into an agreement with any employee requesting educational leave in accordance with the Employer policy regarding staff development under such terms and conditions as are consistent with the Collective Agreement. Requests for such leaves shall not be unreasonably denied.
- b) Hours recorded attending continuing education requested by the Employee shall not exceed seven (7) hours per day.

c) Training and Upgrading

As it is recognized that substantial contributions can be made to the total public health program through the dissemination of information obtained during short courses, employees shall be given equal opportunity to participate in such courses approved by the employee's Director or their designate. Information concerning such courses and/or workshops pertaining to any aspect of their duties shall be posted as far as possible in advance so that employees may make application for leave. The Employer shall continue the employee's wages and pay travel and reasonable living expenses when in attendance at such courses or workshops.

If an employee is required by the Employer to attend a course or workshop and is required by the Employer to travel to the course or workshop outside their normal working hours, the employee shall be paid their regular straight time rate of pay for such travel time, or be given time off in lieu for such travel time on an hour for hour basis. The decision about whether to pay the employee or to give time off in lieu shall be at the Employer's discretion.

- 20.11 Vacation with pay credits shall not be earned while employees are absent from work for a period in excess of four (4) weeks due to a leave of absence (not including Pregnancy/Parental leave), Short Term Disability or Long-Term Disability.

**Article 21 – Short Term Disability Benefits, and Long Term Disability Plan**

- 21.01 The Employer agrees to provide to all permanent full-time and part-time employees Short Term Disability benefits paid through the payroll system on the following basis:

- a) All employees with three (3) months service shall qualify for Short Term Disability benefits for up to ten (10) days per calendar year at one hundred percent (100%) regular earnings. Any period of disability in excess of the foregoing shall result in employees being given Short Term Disability benefits for a period of up to six months, as follows:

- i. under one (1) years' service in the plan – one hundred and twenty (120) days at seventy percent (70%) of wage;
- ii. one (1) to four (4) years' service in the plan inclusive - one hundred and twenty (120) days at eighty percent (80%) of wage;
- iii. five (5) to nine (9) years' service in the plan inclusive - one hundred and twenty (120) days at ninety (90%) percent of wage;
- iv. ten (10) years' service or over in the plan - one hundred and twenty (120) days at one hundred (100%) percent of wage.

It is understood that the benefit above may be used by employees to pay for full or partial shifts that the employee is unable to work due to a disability while on modified work.

- b) Part-time employees shall receive a pro-rata share of the above number of days.
- c) Service in the plan shall be calculated from the last date of hire. A service year shall be defined as twelve (12) months' service in the plan. No period of leave of absence without pay shall be counted in the calculations of accumulated years of service in the plan.
- d) A medical certificate from the employee's treating medical practitioner may be required when the absence is more than five (5) consecutive days or when the Employer has concerns about the absence. The Employer shall reimburse the cost of any medical documentation requested.
- e) Short Term Disability benefits shall be paid for all disabilities but not during receipt of E.I. Pregnancy/ Parental or Parental benefits.
- f) If an employee returns to work after receipt of Short Term Disability benefits, any subsequent period of disability for the same cause shall be considered a continuation of the previous benefit period, unless the successive periods are separated by a continuous period while the employee is at work for fifteen (15) days, in which case the benefit period is reinstated in full.

#### 21.02 Long Term Disability Plan

The Employer agrees to provide for and pay ninety percent (90%) of the premium costs of a Long-Term Disability Plan and in accordance with the terms and provisions of the following:

- a) Employees working an average fifteen (15) hours per week or more shall be eligible provided they are considered permanent employees.
- b) All benefits shall be provided and continued pursuant to the Collective Agreement.

- c) The Plan shall provide a benefit of 66 2/3 % for the first 20 years of Plan membership and 70% thereafter, subject to the terms of the Plan.

## **Article 22 – Employee Benefits**

22.01 All permanent full-time and part-time employees shall be eligible for the benefits provided for in this Article upon completion of three (3) consecutive months of service.

22.02 The Employer shall provide and pay 100% of the cost of premiums for full-time employees and shall provide and pay the pro rata cost of premiums for part-time employees including but not limited to the following benefits for all eligible employees and their dependants:

- a) Hospital Semi-Private coverage
- b) Private Duty Nurse - \$25,000 per year
- c) Extended Health Care
  - i. Vision Care:
    - A maximum of \$450 per person every two (2) calendar years (every calendar year for dependents 18 years old or younger) for glasses, contact lenses, or laser eye surgery. Effective January 1, 2024, increase to \$500 per person every two (2) calendar years;
    - An eye exam per person per calendar year
    - Medically necessary contact lenses \$400 per person every two (2) calendar years
  - ii. Drug prescriptions are paid 100% by the Employer by a direct drug card. Prescriptions are not subject to a calendar year deductible;
  - iii. Services of a psychologist, psychiatrist, social worker, or psychotherapist to a combined maximum of \$500 per person per calendar year. Effective January 1, 2024, increase to \$550 per person per calendar year;
  - iv. Paramedical: Chiropractic, Naturopath, Osteopath, Registered Massage Therapist to a maximum of \$500 for each practitioner per person per calendar year. Effective January 1, 2024, increase to \$550 per person per calendar year.  
  
Chiropodist, Podiatrist, and Speech Therapist to a maximum of \$350 for each practitioner per person per calendar year. In addition, one (1) x-ray per person per calendar year for Chiropractor, Chiropodist, Podiatrist, and Osteopath;
  - v. Physiotherapy – per person unlimited;

vi. Hearing aid - \$500 per person every five (5) years including repairs and batteries;

d) Orthotics

- Custom boots, shoes or orthotics - \$500 per person per calendar year;
- Orthopedic shoes, adjustments to orthopedic shoes - \$150 per person per calendar year;

e) Group Life Insurance and Accidental Death & Dismemberment (AD&D) – two (2) times the employee’s annual wages for employees who work fifteen (15) hours or more per pay period;

22.03 Dental Plan

The Employer shall provide basic and comprehensive coverage with unlimited periodontics and endodontics based on the previous year’s ODA fee schedule including recall exams two times per year and shall pay 80% of the premium cost for such plan for employees and their dependents.

- Orthodontic - \$1000 lifetime maximum per person with a 50/50 co-pay; Effective January 1, 2024, increase to \$1250 lifetime maximum per person with a 50/50 co-pay
- Major Restorative - \$1000 per person per year with a 50/50 co-pay; Effective January 1, 2024, increase to \$1250 per person per year with a 50/50 co-pay

22.04 Employees who are actively employed beyond age 65 shall be entitled to participate in the following plans until age 70:

- Extended Health and Dental
- Semi-private
- Life Insurance
- AD&D

22.05 The Employer shall provide each employee a copy of the benefit plan book and shall provide updates when they occur.

22.06 Temporary employees hired to work for a period of one (1) year or longer, shall be eligible for limited benefits upon completion of three consecutive months of service as follows:

Life Insurance - two times the employee's base wage

Extended Health Care - 90% employer paid. Overall maximum coverage of \$2,000 per year. Includes standard vision care expense insurance for a maximum benefit of \$225.00 in any period of 24 consecutive months. Insurance carrier shall reimburse 80% of eligible prescription drugs.

Dental - 80% employer paid. Overall maximum coverage of \$500 per year. Provides basic coverage with periodontics and endodontics. Based on the previous year's ODA schedule.

Hospital Semi-Private coverage - 100% employer paid.

22.07 The Employer shall continue to pay their share of the premiums for all the benefits in this Article under which the employee has coverage while the employee is on sick/short term disability leave.

22.08 Change of Carriers

The Employer may substitute another carrier for any of the insured plans referred to herein provided that the benefits shall be equivalent or greater to the plans presently in effect. At least sixty (60) days before making such a substitution, the Employer shall notify the Union to explain the proposed change(s) and provide a summary document of the new plan.

22.09 An Employee Assistance Program shall be available to all employees.

22.10 OMERS Pension Plan

In addition to the Canada Pension Plan, every eligible employee shall join the Ontario Municipal Employees Retirement Plan. The Employer and the employees shall make contributions in accordance with the provisions of the Plan.

22.11 Employees shall be allowed to take early retirement who are between 55 and 65 years of age, with a minimum of 25 years of service with the Employer. The cost of basic OHIP, health care, semi-private hospital coverage and \$5000 of Group Life Insurance shall be cost shared 75% by the Employer and 25% by the employee. Employees shall be required to pay to the Employer their share of the fringe benefit costs upon receipt of their invoice.

22.12 Workplace Safety and Insurance Benefits

Any employee who as a result of a lost time accident or compensable illness suffered in the Health Unit's employ is entitled to receive compensation under the Workplace Safety and Insurance Act shall be paid by the Employer an allowance equivalent to the differential between the Workplace Safety and Insurance Allowance and the employee's regular rate of pay for the period of absence up to a maximum of twenty-six (26) weeks.

## **Article 23 – Influenza Vaccine**

23.01 The parties agree that influenza vaccinations may be beneficial for all employees although employees may choose not to be vaccinated. Upon recommendation of the Medical Officer of Health, employees who come into regular contact with high-risk individuals in order to fulfil their assigned duties shall be required, on an annual basis, to be vaccinated for influenza. High risk individuals are identified in the annual NACI Statement. At the option of the Employer, the unvaccinated Employees may be reassigned or be placed on leave of absence, without pay, until such time as the

employee has been cleared by the Medical Officer of Health or the Employer to return to the work environment. The Employee can use banked time or vacation credits to cover a portion of the leave of absence without pay. An Employee who is placed on leave of absence without pay shall be responsible to pay the premiums for benefits.

The influenza vaccine shall be offered to employees free of charge.

- 23.02 If an employee is unable to take the required vaccine or antiviral medication because it is medically contraindicated, and where a medical certificate is provided to this effect, the employee shall be reassigned during the outbreak period, unless reassignment is not possible, in which case the employee shall be placed on paid leave. The Medical Officer of Health has the right to obtain a Medical Exemption Form from the employee.
- 23.03 It is agreed that any such reassignment shall not adversely impact the scheduled hours of other employees covered by the Collective Agreement.
- 23.04 Employees who have been removed from service that are subsequently immunized may return to work two weeks after immunization or earlier if they are taking an appropriate antiviral medication.
- 23.05 If an employee has an adverse reaction to the vaccination, and is therefore unable to work, in the event that the employee applies for WSIB, the Employer shall not oppose the claim.
- 23.06 The parties agree to meet as soon as possible during the influenza season to deal with issues that may arise as a result of this article.

#### **Article 24 – Mileage Reimbursement**

- 24.01 Employees shall be reimbursed for travel in a personal vehicle for all the travel on the Employer's behalf as per the Employer's policy.
- 24.02 Employees using their personal vehicle further to Article 24.01 shall be reimbursed at a rate of fifty-three (\$0.53) cents per kilometre. If the Employer increases the rate the higher rate shall apply.
- 24.03 Employees shall be reimbursed for parking costs at the Festival Square location for the time required by the employees to load and unload displays and equipment.
- 24.04 Employees may claim mileage for actual kilometres driven to and from the place of work if they are called in to work unexpectedly to provide after hours, or emergency coverage.

#### **Article 25 – Boot Entitlement**

- 25.01 If an employee is required, in the course of their employment, to enter worksites that require safety footwear, the employee shall be reimbursed for one pair of safety

footwear, not to exceed \$200, upon commencing employment and no more than one pair per year thereafter, with the approval of the Employer.

## **Article 26 – Training and Upgrading**

- 26.01 In the event that the Employer should introduce new methods or machines which require new or greater skills than are presently possessed, the present employees shall be given the opportunity to upgrade themselves through study courses or training. The Employer shall pay the cost of any approved courses or training except that the employee shall not be paid for hours spent in employee training after normal working hours which may be required.
- 26.02 The Parties agree that it is to the mutual benefit of the Employer and the employee to improve the educational standards of the workforce. Accordingly, when an employee is required by the Employer to attend education courses, work-related seminars or workshops; time spent in the training shall be recognized as hours worked and shall be paid accordingly to a maximum of seven (7) hours. Any time over seven (7) hours spent in the training and travel time shall be paid at the regular straight time rate of pay or, at the employee's option, be given time off in lieu on an hour for hour basis. Mileage to and from the training shall be paid in accordance with Article 24.
- 26.03 When an employee requests to attend education courses, work-related seminars or workshops and the Employer agrees to pay for the time to attend; time spent in the training shall be recognized as hours worked and paid accordingly to a maximum of seven (7) hours. Mileage to and from the training shall be paid in accordance with Article 24.

## **Article 27 – Amalgamation and Merger**

- 27.01 In the event that the Employer should merge, amalgamate or combine any of its operations or functions with another Health Unit or organization, the Employer shall notify, in writing, the Union and the affected employees as soon as they are reasonably able. The Employer agrees to discuss with the Union any impact on the retention of seniority and benefits before the merger or amalgamation occurs. Updates related to the merger or amalgamation, including retention of seniority and benefits shall be provided to the Union during subsequent Union Management Committee meetings.

The Employer shall use its best efforts to obtain an agreement with the successor Employer that shall preserve the service, seniority, work performed by the employees, location, working conditions, wages, and benefits.

## **Article 28 – General**

### **28.01 Access to Personnel File**

Each employee shall have reasonable access to their personnel files for the purpose of reviewing any evaluations or formal disciplinary notations contained therein, in the presence of the Human Resources designate. An employee has the right to request copies of any evaluation in their file, at no cost to the employee.

No document pertaining to employee performance or a complaint from a member of the public shall be added to an employee file without bringing it to the attention of the Employee.

28.02 The Employer shall supply all tools and equipment which the Employer determines are required by employees in the performance of their duties. Replacements shall be made by producing the worn or broken tool and/or equipment.

28.03 In the event that the Employer does not provide a copy to all employees of any policy which applies to any member of the bargaining unit, it shall provide a copy to the Union at the time the policy is enacted or revised.

### **28.04 Notification Boards**

The Employer shall provide an electronic means available so that all bargaining unit members shall have access and upon which the Union shall have the right to post notices of meetings and such other notices which may be of interest to the employees. It is understood that such electronic means remains the property of the Employer and may be monitored by the Employer for compliance with policy.

28.05 Copies of the current Collective Agreement shall be provided to each Employee electronically and all employees shall have access for printing at the Employers site.

### **28.06 Singular and Plural**

Whenever the singular is used in this Agreement, it shall be considered as if the plural has been used whenever the context so requires.

## **Article 29 – Wage Rates and Job Classifications**

### **29.01**

- a) The Wage Rate and Job Classifications are set forth in Schedule “A” and remain in effect for the duration of this Agreement.
- b) Each full-time employee shall advance from their present level to the next level set out in Schedule A, twelve (12) months after they last advanced on their anniversary date. Temporary, part-time and casual employees shall advance on the basis of 1820 straight-time hours worked is equivalent to one year of service.

- 29.02 Any changes in Wage Rates or Job Classifications as outlined in Schedule "A" shall not be put into effect until the Employer and the Union have consulted upon them. In the event that the Employer and Union are not agreed after consultation, the dispute shall be subject to the grievance procedure provided in this Agreement.
- 29.03 Prior related experience in the last twelve (12) years shall be recognized by the Employer on a one (1) year for every two (2) years' prior experience basis. Prior experience in the classification in Public Health shall be recognized by the Employer on a year for year basis. In neither case shall the application of this article result in an employee being placed higher than the four-year rate on the applicable wage grid.
- 29.04 When an employee is assigned to a higher paying position, the employee shall receive the next highest rate for that position from their own rate. When an employee is temporarily assigned to a lower paying position than the employee's own, their rate shall not be reduced.
- 29.05 When the Employer creates a new position or 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 agrees to meet with the Union if requested to permit the Union to make representation with respect to the appropriate rate of pay.

If the matter is not resolved following the meeting with the Union the matter may be referred to arbitration as provided in the agreement within twenty (20) days of such meeting. The decision of the Board of Arbitration (or Arbitrator as the case may be) shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classifications.

The parties further agree that any change mutually agreed to or awarded as a result of arbitration shall be retroactive only to the date that the Union raised the issue with the Employer.

- 29.06 The Parties agree that the job descriptions adopted by the Employer from time to time do not form part of this Agreement but are intended solely for the guidance of the parties. Such job descriptions, and all subsequent updates, shall be provided to the Union upon request.

### **Article 30 – Duration of Agreement**

- 30.01 This Agreement shall remain in full force and effect from January 1, 2021 to December 31, 2024 and from year to year thereafter, unless either party notifies the other in writing of its termination or proposed revision, addition or deletion of any of its provisions. Such notification shall be made not more than ninety (90) days prior to the termination date of this Agreement.
- 30.02 Either party desiring to propose changes or amendments to this Agreement shall, within ninety (90) days before the termination date, give notice in writing to the other party.

Within thirty (30) working days of receipt of such notice by one party, or such other date as may be mutually agreeable to the parties, the other party is required to enter into negotiations for a renewal or a revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to negotiate a revised or new Agreement.

30.03 During the period of negotiations resulting from any of the provisions above, this Agreement shall remain in full force and effect.

30.04 When retroactive wage payments are applicable, within six (6) weeks of the date of ratification the Employer shall provide payment of full retroactive wages to all eligible employees, for all hours paid since the effective date.

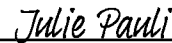
The Employer shall be responsible to contact in writing at their last known address, any eligible employees who have left its employ since the effective date, to advise them of their entitlement to any retroactive adjustments, with the proviso that they must respond in person or in writing within sixty (60) days from the date the letter is sent. Thereafter, the Employer shall have no liability for retroactive adjustments to these employees. A copy of the Employer's letter shall be sent to the Union at the same time.

DATED AND EXECUTED at Clinton, Ontario, on behalf of the parties hereto and by their duly authorized representatives this 1st day of October, 2024.

**FOR THE CORPORATION**



\_\_\_\_\_  
Megan Goss



\_\_\_\_\_  
Julie Pauli (Oct 2, 2024 16:50 EDT)

Julie Pauli

**FOR THE UNION**



\_\_\_\_\_  
Pam Hanington (Oct 1, 2024 13:16 EDT)

Pam Hanington



\_\_\_\_\_  
Yvonne Kowalchuk (Oct 1, 2024 19:26 EDT)

Yvonne Kowalchuk



\_\_\_\_\_  
Katherine Horst (Oct 1, 2024 13:00 EDT)

Katherine Horst



\_\_\_\_\_  
Jen Tucker (Oct 1, 2024 11:35 EDT)

Jen Tucker



Paul Wurdell

**Letter of Understanding**  
**Re: Temporary Individual Reduction of Hours**

The Employer and the Union may mutually agree that a full-time employee's current schedule be reduced to less than full-time hours.

An employee who wishes to have their work schedule reduced shall first make their request to their direct Manager. If such request is provisionally approved the Manager shall advise both the Human Resources Manager and the President of the Union of the approval and the need for an agreement.

It is agreed that the employee shall retain full-time status, including service. Seniority, statutory holidays, vacation entitlement and cost sharing of all benefits shall be prorated based on the reduced schedule in relation to the standard seventy (70) hours of work. OMERS contributions shall be as per Article 22.10.

In the case of such an arrangement an agreement shall be required and shall be as per the template below.

**Letter of Agreement**  
**Re: Temporary Individual Reduction of Hours**

The Employer and the Union agree to adjust the hours of work of \_\_\_\_\_, pursuant to the Letter of Understanding – Temporary Individual Reduction of Hours, of the Collective Agreement. The Employer and the Union agree that the intention of creating this type of arrangement is primarily to assist by reducing the employee’s full-time hours.

The following conditions shall apply:

1. The parties agree that the arrangement applies to the individual, not to the position. \_\_\_\_\_ shall be scheduled to work \_\_\_\_ hours in a two (2) week pay period.
2. It is agreed \_\_\_\_\_ shall retain full-time status, including service. Seniority and compensation items, which include paid holidays, vacation entitlement and cost sharing of all benefits, shall be pro-rated based on the reduced schedule in relation to the standard seventy (70) hours of work.
3. The parties agree that for pension purposes contributions shall be as in Article 22.10 of the Collective Agreement.
4. Either party may discontinue a Temporary Individual Reduction of Hours arrangement with sixty (60) working days’ written notice, unless an alternate timeframe is agreed between the parties. The parties shall meet within two (2) weeks of the giving of notice of discontinuation.
5. In the event \_\_\_\_\_ should resign, transfer, is laid off or terminated, the arrangement shall be deemed to be discontinued immediately unless the parties mutually agree otherwise.
6. It is understood and agreed that these arrangements are based on individual circumstances and each agreement is made on a without prejudice or precedent basis to any other arrangements that may be negotiated between the parties.
7. The parties agree that there is no obligation that any further reduced work arrangements shall take place after the expiration date of this agreement.
8. This Letter of Agreement shall become effective \_\_\_\_\_ and expire on \_\_\_\_\_.

**Letter of Understanding  
Re: Team Lead**

1. The Employer may assign one or more employees to perform the duties of Team Lead.
2. When vacancies occur, the Employer shall post a notice for the assignment of Team Lead as an expression of interest. A copy of the description for the assignment shall also be posted. The selection of Team Lead shall not be subject to the posting requirements as outlined in Article 15 and seniority shall not be a determining factor in the selection process.
3. The Team Lead shall be paid a premium of \$1.48 per hour for hours assigned by the Employer to act as Team Lead.
4. The duties of such assignments shall not include the administration of discipline to other Bargaining Unit employees.
5. The role of Team Lead may be a temporary assignment to a maximum of three years.

## **Letter of Understanding Re: Job Sharing**

An employee may apply to the Employer to share one (1) full-time position in accordance with the following provisions:

- a) A formal proposal must be presented to the Employer outlining the specifics of the job-sharing arrangement. This proposal must be submitted to the Employer at least six (6) months in advance of the proposed start date. This time limit may be shortened by mutual agreement. The employees making the job-sharing proposal shall be referred to as the team members for the duration of this article. Final Approval shall be the Employer's.
- b) A schedule must be submitted to the Employer, or the Employer's representative, outlining the proposed hours of work for each team member for a complete calendar month not less than one (1) week before the schedule is to take effect. This schedule shall reflect a sharing of the hours of work as defined in Article 17 of this Collective Agreement, and the paid holidays as defined in Article 18 of this Collective Agreement. The Employer or the Employer's Representative shall not arbitrarily refuse a proposed schedule or exercise unfair or discriminatory judgement in approving this schedule.
- c) The cost of wages and benefits shall not exceed the cost of one (1) full-time position.
- d) Paid holidays, sick leave, vacation and entitlements under Articles 18, 21, and 19 shall be paid on a pro-rata basis. Seniority shall accrue on a pro-rata basis.
- e) The job-sharing arrangement shall be implemented for a trial period of six (6) months. Review periods shall be scheduled within this trial period at the agreement of the Employer and the team members. The job-sharing arrangement may be terminated by the Employer or by either team member at any time during the trial period provided that at least one (1) calendar month notice is given. If the job-sharing arrangement is terminated during the trial period for any reason, both team members shall return to their original job status subject to annual review.
- f) If an employee is requesting to job share a position for which they were not originally hired then this employee shall be subject to the hiring procedure in Article 15. If the employee is found to be unsuitable for the position as a result of the hiring procedure, then the request for job sharing shall be refused.
- g) If one team member vacates the job-sharing arrangement for any reason, then the vacancy shall be posted as a job-sharing position and filled in accordance with Article 15, unless the remaining team member requests a full-time position. If the position cannot be filled by this process, the Employer reserves the right to terminate the job sharing arrangement with respect to this position. If the job sharing position is terminated, the remaining team member shall be required to assume the full-time responsibilities of the job in order to retain the employee's original job status.

- h) It is agreed that job sharing results from two employees sharing a full-time position and as such the position shall continue to be identified as a full-time position. In no circumstances shall the Employer be required to incur any expense beyond the costs that would be associated with a full-time employee holding the position.
- i) If a vacancy arises due to the implementation of a new job sharing arrangement, the vacancy shall be posted and filled through the normal process in accordance with Article 15.

**Letter of Understanding  
Re: Four Year Over Five Plan**

- a) The four year over five plan has been developed to afford employees the opportunity of taking one year leave of absence with part pay by spreading four years wages over a five year period.
- b) Any employee having two years seniority with the Employer is eligible to participate in the plan. An employee shall make written application at least three (3) months before the starting date to their Director requesting permission to participate in the plan. Approval shall rest with the Medical Officer of Health. The Employer may limit the number of employees to one from each department for the same year. Leaves for the purpose of pursuing further job related education shall be given priority.
- c)
  - i. Dental, Extended Health Care, Life Insurance, Long Term Disability and Semi-Private coverage may be maintained by the employee during the leave period subject to our carrier's regulations. Employees shall pay 100% of all premiums prior to the commencement of the leave.
  - ii. The leave of absence shall be taken only in the fifth year of the plan. During the year of the leave, seniority shall be retained but shall not accumulate. Service for the purpose of vacation, wage progression and short-term disability shall be retained but shall not accumulate during the period of the leave.
- d)
  - i. On returning from leave, an employee shall be placed in a similar position to that which the employee held immediately prior to going on leave.
  - ii. The Employer and employee may agree to defer the leave of absence if mutually agreed upon.
  - iii. For purposes of OMERS, the employee shall be considered to be on an approved leave of absence without pay while absent during the year of leave. In the event the employee wishes to protect this period of broken service for pension purposes, the employee shall be solely responsible for making employer and employee share based on their rate of pay immediately prior to the leave, (in accordance with OMERS terms and conditions).
  - iv. With two months written notice, an employee may withdraw from the plan at any time prior to taking their leave of absence. Once the leave period has commenced, it cannot be cancelled by the employee and must run through to its conclusion unless the employer agrees otherwise. The employee shall give ninety (90) days notice if the employee does not intend to return to work at the end of the leave.

- v. The employee shall not be paid for sick leave during their leave of absence.
- vi. The Employer may endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer shall give the employee as much notice as is reasonably possible. The employee shall have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan.
- vii. Final approval for entry to the pre-paid leave program shall be subject to the employee signing a formal wage deferral agreement with the Employer. Under this arrangement, twenty percent (20%) of gross annual wages earned (not including overtime) shall be directly deposited into a savings account (or any other investment vehicle chosen by the employee and approved by the Employer) "in trust" for the employee at the Employer's bank. Interest shall accrue annually to the employee. The Employer shall not be liable for any investment losses incurred. The principal balance in the trust fund along with any interest or other earnings from the fund shall be paid to the employee in year 5 of the plan. The schedule of payments must be agreed upon by both parties.

The employer and employee may agree to defer the leave of absence for a maximum of one year. Any other changes to the terms of the plan also require the employer's approval. Should the plan be terminated early, all principal and interest shall be returned to the employee subject to statutory deductions as required.

In the event of death or termination of employment, any monies on deposit to the credit of the employee including any accrued interest shall be returned to the employee or the employee's estate.

**Letter of Understanding**  
**Re: Relevant Graduate Degree Stipend**

The parties have agreed that any employee that is in receipt of the \$1500/year stipend for having a relevant graduate degree shall continue to receive this stipend. They shall continue to receive this stipend until they leave the employ of the Health Unit.

**Letter of Understanding  
Re: Work Outside of Normal Operating Hours**

**WHEREAS** the Employer wishes to continue to have certain employees do some work outside of normal operating hours without premium pay being triggered;

**NOW THEREFORE**, the parties agree as follows.

Notwithstanding the hours of work, overtime trigger and call-back provisions of the collective agreement certain workers (listed below) who work on schedules that currently involve being regularly scheduled to work outside of normal operating hours shall be paid their regular straight time rate of pay and shall only be paid overtime for hours worked in excess of seventy (70) hours worked in a two-week period. For clarity, the employees working such schedules, shall continue to be able to flex their time as per Article 17.06.

The Employer has no current plans to expand the classifications or the number of employees, as noted below, working such schedules. In the event that these plans change, the Employer shall meet with the Union to discuss planned changes before implementing them. These discussions shall allow the Union to provide alternatives to the proposed changes.

Custodial (Three (3) Permanent and Two (2) Casual)  
Administrative Assistants/Program Support in the Sexual Health Clinics (three (3))  
Maintenance (One (1)).

**Letter of Understanding  
Re: On-Call Coverage**

- a. The on-call system may be staffed by CUPE members, ONA members, management or non-union employees hired only for the purpose of providing on call coverage. On-call shall be voluntary. For clarity, management or non-union employees shall only participate in on-call if an on-call shift cannot be filled by a unionized employee. The contents of this Memorandum of Agreement shall apply only to CUPE members providing on-call.
- b. An Employee may notify the Employer of their wish to participate and the weeks they are available. An employee who signs up for on-call shall be assigned up to a maximum of four weeks. Any such employee, who does not currently participate in the on-call system, shall be trained by the Employer.
- c. On-call hours are from 4:30 p.m. to 8:30 a.m. the following day for weekdays, and 4:30 p.m. on Friday to 8:30 a.m. on Monday for weekends, or other times when the office is closed.
- d. On-call employees shall be supplied with a suitable communications device.
- e. An on-call week shall consist of a consecutive seven (7) day period. The Employer shall schedule employees and, once scheduled, employees may exchange or reschedule on call shifts (or part thereof) among the employees who provide on-call coverage.
- f. Employees shall be paid \$7.41 per hour for being on-call. When a paid holiday occurs during that week, employees shall be paid an additional \$4.17 for each hour of the paid holiday.
- g. No extra pay shall be made for calls handled by telephone until the cumulative amount of time spent in dealing with such calls exceeds three (3) hours during the on-call week per individual on-call. Work time exceeding three (3) hours for telephone responses may be claimed as overtime at the rate of one and one-half the employee's regular rate, notwithstanding Article 17.07 of the collective agreement.
- h. Two employees (1-Environmental Health (EH), 1-Infectious Diseases (ID)) shall participate in on-call duties at the same time. In extenuating circumstances, an employee can cover both EH and ID in one week only with agreement by both parties, with the additional compensation as outlined for each stream of on-call. For clarity, \$14.82 per hour for being on-call. When a paid holiday occurs during that week, they shall be paid an additional \$8.34 for each hour of the paid holiday. In an extenuating circumstance when one (1) employee is covering both EH and ID, work time exceeding three (3) hours during the on-call week for telephone responses for EH may be claimed as overtime at the rate of one and one-half the employee's regular rate, notwithstanding Article 17.07 of the Collective Agreement, and work time exceeding three (3) hours during the on-call week for telephone responses for ID may be claimed as overtime at

the rate of one and one-half the employee's regular rate, notwithstanding Article 17.07 of the Collective Agreement.

- i. If employees are required by the nature of the emergency to physically report to the Health Unit or an emergency site, they shall be entitled to claim overtime at the rate of one and one-half the employee's regular rate, notwithstanding Article 17.07 of the Collective Agreement. Actual travel time and mileage driven in reporting for work shall also be reimbursed, but the maximum claim may not exceed the time and distance from the employee's residence.
- j. On-call employees must be able to respond promptly by telephone. If they are required to physically report for work to the Health Unit or an emergency site, they must be able to reach the Huron or Perth County border within one and one-half (1 1/2) hours at all times.
- k. In the event that there are on-call shifts remaining after those participating in the on-call system have been assigned up to a maximum of four weeks each, such shifts shall be offered to union members before being assigned to non-union participants.

**Schedule "A" - CUPE Wage Schedule**

**CUPE Wage Schedule 2020**

Harmonized and consolidated wages based on 2020 Rates

<b>Position</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
Senior Public Health Inspector	\$39.38	\$40.74	\$42.11	\$43.49	\$44.97	\$45.96
Public Health Inspector	\$37.90	\$39.26	\$40.63	\$42.01	\$43.49	\$44.48
Data Analyst	\$36.29	\$37.59	\$38.87	\$40.23	\$41.64	
Health Information Analyst	\$36.29	\$37.59	\$38.87	\$40.23	\$41.64	
Communications Coordinator	\$35.94	\$37.20	\$38.50	\$39.82	\$41.24	
Computer Technician	\$34.59	\$36.06	\$37.54	\$39.04	\$40.51	\$42.09
Senior Public Health Promoter	\$35.89	\$36.81	\$37.98	\$39.25	\$40.59	\$41.49
Dental Hygienist	\$34.41	\$35.33	\$36.50	\$37.77	\$39.11	\$40.01
Public Health Promoter	\$34.41	\$35.33	\$36.50	\$37.77	\$39.11	\$40.01
Online Communications Specialist	\$34.41	\$35.33	\$36.50	\$37.77	\$39.11	\$40.01
Healthy Living Coordinator	\$34.41	\$35.33	\$36.50	\$37.77	\$39.11	\$40.01
Community Developer	\$34.08	\$35.27	\$36.50	\$37.77	\$39.11	\$40.01
Program Evaluator	\$34.08	\$35.27	\$36.50	\$37.77	\$39.11	\$40.01
Tobacco Enforcement Officer	\$27.76	\$28.77	\$29.79	\$30.78	\$31.81	\$32.81
Youth Advisor	\$27.76	\$28.77	\$29.79	\$30.78	\$31.81	\$32.81
Web Designer	\$26.58	\$27.50	\$28.46	\$29.47	\$30.48	
Graphic Designer	\$26.58	\$27.50	\$28.46	\$29.47	\$30.48	
Corporate Services Maintenance	\$26.58	\$27.50	\$28.46	\$29.47	\$30.48	
Parent Resource Visitor	\$26.58	\$27.50	\$28.46	\$29.47	\$30.48	
IT support Technician	\$26.58	\$27.50	\$28.46	\$29.47	\$30.48	
Dental Assistant/Educator	\$25.84	\$26.42	\$27.00	\$27.59	\$28.25	\$28.73
Program Administrative Assistant	\$24.62	\$25.48	\$26.37	\$27.29	\$28.25	
Volunteer Coordinator	\$24.62	\$25.48	\$26.37	\$27.29	\$28.25	
Support Staff (Receptionist)	\$22.79	\$23.58	\$24.41	\$25.27	\$26.15	
Maintenance Custodial Aid	\$22.79	\$23.58	\$24.41	\$25.27	\$26.15	
Student Inspector	\$24.44					
Student *	\$20.70					
Graduate Uncertified PHI	80% of PHI rate					

\* Student Employees shall be the higher of either Huron Perth Living Wage, as amended from time to time, or the posted wage rate above in schedule A

## CUPE Wage Schedule 2021

2.0% increase

Position	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Senior Public Health Inspector	\$40.17	\$41.55	\$42.95	\$44.36	\$45.87	\$46.88
Public Health Inspector	\$38.66	\$40.05	\$41.44	\$42.85	\$44.36	\$45.37
Data Analyst	\$37.02	\$38.34	\$39.65	\$41.03	\$42.47	
Health Information Analyst	\$37.02	\$38.34	\$39.65	\$41.03	\$42.47	
Communications Coordinator	\$36.66	\$37.94	\$39.27	\$40.62	\$42.06	
Computer Technician	\$35.28	\$36.78	\$38.29	\$39.82	\$41.32	\$42.93
Senior Public Health Promoter	\$36.61	\$37.55	\$38.74	\$40.04	\$41.40	\$42.32
Dental Hygienist	\$35.10	\$36.04	\$37.23	\$38.53	\$39.89	\$40.81
Public Health Promoter	\$35.10	\$36.04	\$37.23	\$38.53	\$39.89	\$40.81
Online Communications Specialist	\$35.10	\$36.04	\$37.23	\$38.53	\$39.89	\$40.81
Healthy Living Coordinator	\$35.10	\$36.04	\$37.23	\$38.53	\$39.89	\$40.81
Community Developer	\$34.76	\$35.98	\$37.23	\$38.53	\$39.89	\$40.81
Program Evaluator	\$34.76	\$35.98	\$37.23	\$38.53	\$39.89	\$40.81
Tobacco Enforcement Officer	\$28.32	\$29.35	\$30.39	\$31.40	\$32.45	\$33.47
Youth Advisor	\$28.32	\$29.35	\$30.39	\$31.40	\$32.45	\$33.47
Web Designer	\$27.11	\$28.05	\$29.03	\$30.06	\$31.09	
Graphic Designer	\$27.11	\$28.05	\$29.03	\$30.06	\$31.09	
Corporate Services Maintenance	\$27.11	\$28.05	\$29.03	\$30.06	\$31.09	
Parent Resource Visitor	\$27.11	\$28.05	\$29.03	\$30.06	\$31.09	
IT support Technician	\$27.11	\$28.05	\$29.03	\$30.06	\$31.09	
Dental Assistant/Educator	\$26.36	\$26.95	\$27.54	\$28.14	\$28.82	\$29.30
Program Administrative Assistant	\$25.11	\$25.99	\$26.90	\$27.84	\$28.82	
Volunteer Coordinator	\$25.11	\$25.99	\$26.90	\$27.84	\$28.82	
Support Staff (Receptionist)	\$23.25	\$24.05	\$24.90	\$25.78	\$26.67	
Maintenance Custodial Aid	\$23.25	\$24.05	\$24.90	\$25.78	\$26.67	
Student Inspector	\$24.93					
Student *	\$21.11					
Graduate Uncertified PHI	80% of PHI rate					

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## CUPE Wage Schedule 2022

1.5% increase

Position	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Senior Public Health Inspector	\$40.77	\$42.18	\$43.60	\$45.03	\$46.56	\$47.58
Public Health Inspector	\$39.24	\$40.65	\$42.06	\$43.49	\$45.03	\$46.05
Data Analyst	\$37.57	\$38.92	\$40.24	\$41.65	\$43.11	
Health Information Analyst	\$37.57	\$38.92	\$40.24	\$41.65	\$43.11	
Communications Coordinator	\$37.21	\$38.51	\$39.86	\$41.23	\$42.70	
Computer Technician	\$35.81	\$37.33	\$38.87	\$40.42	\$41.94	\$43.58
Senior Public Health Promoter	\$37.16	\$38.11	\$39.32	\$40.64	\$42.02	\$42.95
Dental Hygienist	\$35.62	\$36.58	\$37.79	\$39.10	\$40.49	\$41.42
Public Health Promoter	\$35.62	\$36.58	\$37.79	\$39.10	\$40.49	\$41.42
Online Communications Specialist	\$35.62	\$36.58	\$37.79	\$39.10	\$40.49	\$41.42
Healthy Living Coordinator	\$35.62	\$36.58	\$37.79	\$39.10	\$40.49	\$41.42
Community Developer	\$35.28	\$36.52	\$37.79	\$39.10	\$40.49	\$41.42
Program Evaluator	\$35.28	\$36.52	\$37.79	\$39.10	\$40.49	\$41.42
Tobacco Enforcement Officer	\$28.74	\$29.79	\$30.84	\$31.87	\$32.93	\$33.97
Youth Advisor	\$28.74	\$29.79	\$30.84	\$31.87	\$32.93	\$33.97
Web Designer	\$27.52	\$28.47	\$29.46	\$30.51	\$31.56	
Graphic Designer	\$27.52	\$28.47	\$29.46	\$30.51	\$31.56	
Corporate Services Maintenance	\$27.52	\$28.47	\$29.46	\$30.51	\$31.56	
Parent Resource Visitor	\$27.52	\$28.47	\$29.46	\$30.51	\$31.56	
IT support Technician	\$27.52	\$28.47	\$29.46	\$30.51	\$31.56	
Dental Assistant/Educator	\$26.75	\$27.35	\$27.95	\$28.56	\$29.25	\$29.74
Program Administrative Assistant	\$25.49	\$26.38	\$27.30	\$28.25	\$29.25	
Volunteer Coordinator	\$25.49	\$26.38	\$27.30	\$28.25	\$29.25	
Support Staff (Receptionist)	\$23.59	\$24.41	\$25.27	\$26.16	\$27.07	
Maintenance Custodial Aid	\$23.59	\$24.41	\$25.27	\$26.16	\$27.07	
Student Inspector	\$25.30					
Student *	\$21.43					
Graduate Uncertified PHI	80% of PHI rate					

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## CUPE Wage Schedule 2023

1.25% increase

Position	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Senior Public Health Inspector	\$41.28	\$42.71	\$44.14	\$45.59	\$47.14	\$48.18
Public Health Inspector	\$39.73	\$41.15	\$42.59	\$44.04	\$45.59	\$46.63
Data Analyst	\$38.04	\$39.40	\$40.75	\$42.17	\$43.65	
Health Information Analyst	\$38.04	\$39.40	\$40.75	\$42.17	\$43.65	
Communications Coordinator	\$37.67	\$38.99	\$40.36	\$41.74	\$43.23	
Computer Technician	\$36.26	\$37.80	\$39.35	\$40.92	\$42.46	\$44.12
Senior Public Health Promoter	\$37.62	\$38.59	\$39.81	\$41.14	\$42.55	\$43.49
Dental Hygienist	\$36.07	\$37.03	\$38.26	\$39.59	\$41.00	\$41.94
Public Health Promoter	\$36.07	\$37.03	\$38.26	\$39.59	\$41.00	\$41.94
Online Communications Specialist	\$36.07	\$37.03	\$38.26	\$39.59	\$41.00	\$41.94
Healthy Living Coordinator	\$36.07	\$37.03	\$38.26	\$39.59	\$41.00	\$41.94
Community Developer	\$35.72	\$36.97	\$38.26	\$39.59	\$41.00	\$41.94
Program Evaluator	\$35.72	\$36.97	\$38.26	\$39.59	\$41.00	\$41.94
Tobacco Enforcement Officer	\$29.10	\$30.16	\$31.23	\$32.26	\$33.34	\$34.39
Youth Advisor	\$29.10	\$30.16	\$31.23	\$32.26	\$33.34	\$34.39
Web Designer	\$27.86	\$28.83	\$29.83	\$30.89	\$31.95	
Graphic Designer	\$27.86	\$28.83	\$29.83	\$30.89	\$31.95	
Corporate Services Maintenance	\$27.86	\$28.83	\$29.83	\$30.89	\$31.95	
Parent Resource Visitor	\$27.86	\$28.83	\$29.83	\$30.89	\$31.95	
IT support Technician	\$27.86	\$28.83	\$29.83	\$30.89	\$31.95	
Dental Assistant/Educator	\$27.09	\$27.69	\$28.30	\$28.92	\$29.61	\$30.12
Program Administrative Assistant	\$25.81	\$26.71	\$27.64	\$28.61	\$29.61	
Volunteer Coordinator	\$25.81	\$26.71	\$27.64	\$28.61	\$29.61	
Support Staff (Receptionist)	\$23.89	\$24.72	\$25.59	\$26.49	\$27.41	
Maintenance Custodial Aid	\$23.89	\$24.72	\$25.59	\$26.49	\$27.41	
Student Inspector	\$25.62					
Student *	\$21.70					
Graduate Uncertified PHI	80% of PHI rate					

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## CUPE Wage Schedule 2024

3.0% increase

Position	Start	Year 1	Year 2	Year 3	Year 4	Year 5
Senior Public Health Inspector	\$42.52	\$43.99	\$45.47	\$46.96	\$48.55	\$49.62
Public Health Inspector	\$40.92	\$42.39	\$43.87	\$45.36	\$46.96	\$48.02
Data Analyst	\$39.18	\$40.59	\$41.97	\$43.44	\$44.96	
Health Information Analyst	\$39.18	\$40.59	\$41.97	\$43.44	\$44.96	
Communications Coordinator	\$38.80	\$40.16	\$41.57	\$42.99	\$44.53	
Computer Technician	\$37.35	\$38.93	\$40.53	\$42.15	\$43.74	\$45.44
Senior Public Health Promoter	\$38.75	\$39.74	\$41.01	\$42.38	\$43.82	\$44.80
Dental Hygienist	\$37.15	\$38.15	\$39.41	\$40.78	\$42.23	\$43.20
Public Health Promoter	\$37.15	\$38.15	\$39.41	\$40.78	\$42.23	\$43.20
Online Communications Specialist	\$37.15	\$38.15	\$39.41	\$40.78	\$42.23	\$43.20
Healthy Living Coordinator	\$37.15	\$38.15	\$39.41	\$40.78	\$42.23	\$43.20
Community Developer	\$36.80	\$38.08	\$39.41	\$40.78	\$42.23	\$43.20
Program Evaluator	\$36.80	\$38.08	\$39.41	\$40.78	\$42.23	\$43.20
Tobacco Enforcement Officer	\$29.97	\$31.06	\$32.16	\$33.23	\$34.34	\$35.42
Youth Advisor	\$29.97	\$31.06	\$32.16	\$33.23	\$34.34	\$35.42
Web Designer	\$28.70	\$29.69	\$30.73	\$31.82	\$32.91	
Graphic Designer	\$28.70	\$29.69	\$30.73	\$31.82	\$32.91	
Corporate Services Maintenance	\$28.70	\$29.69	\$30.73	\$31.82	\$32.91	
Parent Resource Visitor	\$28.70	\$29.69	\$30.73	\$31.82	\$32.91	
IT support Technician	\$28.70	\$29.69	\$30.73	\$31.82	\$32.91	
Dental Assistant/Educator	\$27.90	\$28.53	\$29.15	\$29.79	\$30.50	\$31.02
Program Administrative Assistant	\$26.58	\$27.51	\$28.47	\$29.46	\$30.50	
Volunteer Coordinator	\$26.58	\$27.51	\$28.47	\$29.46	\$30.50	
Support Staff (Receptionist)	\$24.61	\$25.46	\$26.36	\$27.28	\$28.23	
Maintenance Custodial Aid	\$24.61	\$25.46	\$26.36	\$27.28	\$28.23	
Student Inspector	\$26.39					
Student *	\$22.35					
Graduate Uncertified PHI	80% of PHI rate					

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