

COLLECTIVE AGREEMENT

Between:

**THE BOARD OF HEALTH FOR THE PETERBOROUGH
COUNTY — CITY HEALTH UNIT**

hereinafter referred to as the “Employer”

- and -

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 4170**

hereinafter referred to as the “Union”

Expires: September 30, 2025

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ARTICLE 1 - PURPOSE AND COVERAGE

- 1.01 The general purpose of this Agreement is to establish and maintain collective bargaining relations between the Employer and the Union, to provide machinery for prompt and equitable disposition of grievances, and to establish and maintain mutually satisfactory working conditions, hours of work and salaries for all employees who are subject to the provisions of this Agreement and to maintain, where possible, a mutually harmonious and satisfactory relationship. It is recognized that both the employees and the Employer wish to continue to cooperate to provide the best possible programs and services to the community.
- 1.02 This agreement shall apply to all employees of the Employer in Peterborough County and the City of Peterborough, save and except the administrative assistant to the Medical Officer of Health, supervisors, persons above the rank of supervisor, persons for whom any trade union held bargaining rights as of May 29, 1990 and students.

The Employer recognizes the Canadian Union of Public Employees and its Local 4170 as the exclusive bargaining agent for all the employees in the bargaining unit defined above.

No student shall be employed for more than 750 hours in a calendar year.

ARTICLE 2 - RELATIONSHIP

- 2.01 The Employer shall deduct from each pay due to each employee covered under this agreement a sum or sums equal to the Union dues, initiation fees or assessments levied by the Union on its members. The Union shall notify the Employer in writing of the amount of such dues from time to time. The Employer will send to the Union at the end of each month its cheque for the dues deducted under this clause, together with a list of the names of the employees from whom such deductions have been made. The list shall include the totals of the gross regular wages paid to all Employees in the bargaining unit who paid dues in that month. A copy of the list shall be sent to the Local Secretary Treasurer. The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted. The Union shall establish its dues as a percentage of an employee's gross earnings.
- 2.02 The Employer shall provide a bulletin board for the sole use of the Union to post notices of meetings, workshops, education matters and other union-related matters.
- 2.03 Contact Information
The Employer will provide to the Union (contact designated by the Local Executive) a list of all employees in the bargaining unit twice a year in electronic form. The list will include each person's name, job title/classification, status and the current mailing address, phone number(s) and personal email the Employer has on record.

ARTICLE 3 - COMMITTEES AND STEWARDS

- 3.01 The Employer acknowledges the right of the Union to appoint or otherwise select a Grievance Committee composed of not more than four (4) stewards who are employees of the Employer within the bargaining unit. The Union shall advise the Employer of the employees serving as stewards. The Negotiating Committee will be comprised of not more than four (4) employees from the bargaining unit and the Union shall advise the Employer of the committee members prior to the commencement of negotiations.
- 3.02 The Union acknowledges that stewards and Union officers have regular duties to perform on behalf of the Employer. Such persons shall not leave their regular duties without receiving permission from the appropriate Director or designate and such permission shall not be unreasonably withheld. When resuming their regular duties they shall report to their immediate supervisors and shall give any reasonable explanation which may be requested with respect to the length of their absence.
- 3.03 (a) Meetings involving the Grievance and Negotiating Committees shall be at times and places agreed to between the Union and the Employer. An employee whose participation is necessary and who attends such meetings during their working hours shall be paid at their regular rate of pay by the Employer.
- (b) Only the steward(s) who is/are necessary shall attend Grievance Committee meetings.
- (c) The Employer is not required to compensate employees for loss of pay in respect of meetings subsequent to notice of arbitration or attendance at arbitration hearings.
- (d) Meetings other than those referred to above may be arranged between the Employer and the Union at mutually agreeable times and places. An employee whose participation is necessary and who attends such meetings during their working hours shall be paid at their regular rate of pay by the Employer.

3.04 **Labour Management Committee**

The Labour Management Committee (LMC) shall consist of representatives appointed in equal numbers from the Employer and the Canadian Union of Public Employees (CUPE).

The purpose of the LMC and its meetings will be to provide a forum for constructive discussions and resolution of matters arising between the Parties.

The LMC will establish a terms of reference regarding the functioning of the committee and the scheduling of its meetings.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 The Union acknowledges that it is the exclusive function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (b) discharge and/or discipline employees provided that a claim that an employee who has completed probation has been disciplined or discharged without just cause may be the subject of a grievance and dealt with according to this Collective Agreement; and
 - (c) manage the Health Unit.
- 4.02 These functions shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 5 - GRIEVANCE PROCEDURE

- 5.01 A grievance shall be defined as a complaint regarding the interpretation, application, administration or alleged violation of this agreement, or, in the case of an employee who has completed probation under this agreement, a complaint that they have been discharged or disciplined without just cause.
- 5.02 Prior to the initiation of any grievance, the affected employee shall discuss the matter with their supervisor or the Employer representative most closely associated with the circumstances giving rise to the grievance.

Failing satisfactory resolution of the problem at the complaint stage, a grievance shall be reduced to writing within fifteen (15) working days of the grievor becoming aware of the circumstances giving rise to the grievance and be processed according to the following procedure.

5.03 Step No. 1

The Union shall present the grievance to the employee's Human Resources Manager or designate. Failing satisfactory settlement being reached within five (5) working days of when the grievance is presented or such mutually agreeable time, the next step in the grievance procedure may be taken.

Step No. 2

The Union may submit the grievance to the Medical Officer of Health or designate. A meeting shall be held to discuss the grievance within ten (10) working days or such other mutually agreeable time. The Medical Officer of Health or designate shall provide a response to the grievance in writing within ten (10) working days of the date that the meeting is held. Failing satisfactory settlement being reached within ten (10) working days of the response being received, the grievance may be referred to arbitration in accordance with Article 6.

5.04 Every grievance shall:

- (a) be in writing;
- (b) contain a statement as to the matter in issue;
- (c) state in what respect the Agreement has been violated or misinterpreted, by reference to a specific clause or clauses;
- (d) stipulate the nature of the relief or remedy sought.

5.05 Union and Employer Grievances

Either party may file a grievance as defined in Article 5.01. If not resolved by discussion, the grievance may be submitted at Step 2. Union and Employer grievances shall be submitted in accordance with Article 5.04 and within fifteen (15) working days of the circumstances giving rise to the grievance. Failing satisfactory settlement at Step 2, the grievance may be referred to arbitration in accordance with Article 6.

5.06 Replies to grievances shall be in writing at all stages, and the grievor shall be entitled to be present and make representations at all meetings.

ARTICLE 6 - ARBITRATION

6.01 Either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing within fifteen (15) working days of its desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall, within ten (10) working days, inform the other party of the name of its appointee to the arbitration board. The two appointees shall, within ten (10) working days of the appointment of the second appointee, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chair within the time limit, the appointment shall be made by the Ministry of Labour of Ontario upon the request of either party.

6.02 Decision of the Arbitration Board

The decision of the Arbitration Board, including any decision as to whether the matter is arbitral, shall be final and binding upon the parties and upon any employee affected by it. In the absence of a unanimous decision, the majority decision shall be accepted as the decision of the Board, and in the absence of a majority decision, the decision of the Chair shall be accepted as the decision of the Board.

6.03 The Arbitration Board, by its decision, shall not alter, amend or add to any part of this Agreement. Further, the Arbitration Board is not authorized to deal with any matter not covered by this Agreement.

- 6.04 No person may be appointed as an arbitrator who has been involved in any attempt to negotiate or settle the grievance.
- 6.05 Each party shall bear the expense of its own appointee and the expenses of the Chair shared equally by the two (2) parties.
- 6.06 Special Grievances
- (a) Employees who have completed their probationary period shall be discharged or disciplined only for just cause. A claim by an employee that they have been discharged or disciplined without just cause shall be lodged as a written grievance with the Medical Officer of Health within ten (10) working days of the discharge or discipline. Step 1 of the Grievance Procedure shall be omitted in such cases.
- (b) Such special grievances may be settled by confirming the Employer's action in dismissing or disciplining the employee, or by reinstating the employee with compensation, or by any other arrangement which is just and equitable in the opinion of the conferring parties or of the Board of Arbitration if the matter is submitted to a Board.
- 6.07 Any time limit referred to in the Grievance and/or Arbitration Procedure shall be exclusive of Saturdays, Sundays and holidays observed by the Employer and scheduled days off of the aggrieved employee.
- 6.08 Time limits at each step of the Grievance Procedure may be extended by mutual agreement of the parties, in writing.
- 6.09 At the instance of either party a single arbitrator may be substituted for a Board of Arbitration, such single arbitrator to be agreed between the parties, or failing agreement, appointed by the Minister of Labour. A single arbitrator shall have the same powers as a Board of Arbitration.
- 6.10 No grievance shall be considered by an arbitrator that has not been properly processed through the grievance procedure.
- 6.11 Mediation
- The parties may agree that there are circumstances where the services of a mediator may allow for an objective, independent review of the issue(s) in dispute and assist the parties in resolving grievances. By mutual agreement the parties may extend the time limits and utilize the services of a Mediator. The cost of the Mediator will be shared between the parties.

ARTICLE 7 - NO STRIKE OR LOCKOUTS

- 7.01 During the term of this agreement, the Employer shall not authorize or encourage a lockout, the employees shall not engage in a strike and the Union shall not authorize or encourage a strike.

ARTICLE 8 - SHARED COSTS

- 8.01 Sufficient copies of this agreement in mutually agreeable form shall be prepared by the Employer and shall be issued by the Union to each employee now employed and as employed. Costs shall be shared by the Employer and the Union.
- 8.02 The Employer and the Union shall split the cost of meeting rooms or facilities used by the parties (other than at the Employer's premises) in relation to grievances, negotiations and other collective bargaining activities.

ARTICLE 9 - SENIORITY

- 9.01 Seniority is defined as length of service in the bargaining unit and shall be calculated in accordance with this Article.

Full-time employees shall be credited with seniority from the date upon which the employee most recently commenced employment with the Employer.

Part-time and full time employees working less than 35 hours per week shall be credited with seniority on the basis of one (1) month seniority for each one hundred and fifty (150) hours worked.

A seniority list for the employees covered by this collective agreement showing the employee's classification and seniority date shall be posted in each of the Employer's locations. The list will be revised on December 31 of each year and posted no later than the last day of February of the following year. Complaints concerning the accuracy of such lists shall be considered within twenty (20) working days of the posting. If no complaint is received during that time, it shall be deemed to be accurate.

- 9.02 Employees shall be on probation for a total of ninety (90) working days. The discharge or disciplining of an employee during their probationary period shall be deemed to be for just cause and as such shall not be the subject of a grievance. The probationary period of an employee may be extended upon mutual agreement of the Employer and the Union.
- 9.03 Seniority shall be retained, but not accumulated, when an employee is absent from work under the following circumstances.
- (a) The employee is on layoff for a period of more than twelve (12) weeks and

up to two (2) years.

- (b) The employee is on an approved unpaid leave of absence, in excess of twelve (12) weeks, other than a protected leave under the Employment Standards Act.
- (c) When on an educational leave under Article 11.03 (a) or (b).

9.04 An employee's seniority shall be lost and the employee's employment will be terminated under the following circumstances.

- (a) The employee voluntarily resigns.
- (b) The employee is terminated and not subsequently reinstated.
- (c) The employee has been laid off for two (2) years or more.
- (d) The employee does not respond to a notice of recall within fifteen (15) days from the date that the notice was sent by the Employer by registered letter to the employee's address on the Employer's records unless a reasonable explanation can be provided.
- (e) The employee does not accept a second recall offer for a position which is comparable to their former position and for which they are qualified and capable of performing.

9.05 Seniority shall be retained and accumulated in all instances except as otherwise provided in Article 9.03 and 9.04 above.

9.06 Employees of the Employer not covered by Article 1.02 have no seniority in relation to this Collective Agreement. If such employees accept a position covered by this Collective Agreement they shall start with no seniority, but retain service credit for the purposes of vacation and benefit entitlement and sick leave under Article 12.

ARTICLE 10 - POSTINGS, PROMOTIONS, TRANSFERS AND LAYOFFS

10.01 Postings, Promotions

Prior to an appointment to a new or permanently vacant position, there shall be a posting at each office of the Employer for a minimum period of five (5) working days in order that any interested employee may apply in writing. Temporary vacancies need not be posted and include absences due to vacation, illness, disability, leave of absence and other situations where there is a recognized incumbent for the position in question. The posting shall contain a summary of the job duties, qualifications, location(s) and may include other information. A copy of each posting for a permanent vacancy shall be sent or given to the President of the Union.

The Employer shall consider an application from a part-time employee for a full-

time position, provided they have the necessary qualifications, before employing a new employee.

Full-time employees may apply in respect of part-time vacancies and vice versa.

A full-time employee, upon appointment to a part-time position, or a part-time employee, upon appointment to a full-time position, will retain their seniority, vacation and sick leave credits as of such date, but thereafter their seniority, vacation and sick leave credits will accrue as applicable to their new status.

10.02 For the purpose of selecting a suitable candidate, the Employer shall establish objective standards in order to measure the skill, ability, experience and qualification of all qualified applicants. Where such factors are relatively equal, the position shall be granted to the most senior applicant. If no applications are received from qualified employees, the Employer reserves the right to hire.

10.03 The successful applicant shall be given up to thirty (30) calendar days to establish that they are capable of performing the duties of the position. If, (a) they are unable to perform the duties and responsibilities of the position or (b) is otherwise unsatisfactory, the Employer may require, or the employee may elect that they return to their former position, at their former wage rate, without loss of seniority.

Any other employees promoted or transferred because of the initial vacancy shall also be returned to their former job and wage rate, without loss of seniority.

10.04 Employees promoted or transferred to a temporary position outside of the bargaining unit shall be returned to their former classification and wage rate within six (6) months. The six month period may be extended upon mutual agreement between the Parties. In addition, an employee promoted or transferred to a position outside of the bargaining unit may request to be returned to their former classification and wage rate within six (6) months. Any other employees promoted or transferred because of the initial promotion or transfer of the employee outside of the bargaining unit will also be returned to their former position and wage rate, to the extent necessary. Upon return to the bargaining unit, an employee's seniority is adjusted for the length of time they are outside the bargaining unit. The employee shall continue to pay CUPE dues based on their rate of pay in the non CUPE position, provided that they are not paying dues to any other bargaining unit. No employee will be promoted or transferred outside the bargaining unit without the employee's consent.

10.05 On promotion to a higher classification, an employee shall be placed at the increment level on the higher salary scale that results in an increase of at least one increment on the employee's previous salary scale. Future movement through the salary scale will be based upon the date that the employee was promoted to the higher classification.

10.06 The posting procedure may be eliminated by mutual consent where no qualified candidates are available within the bargaining unit.

10.07 Transfers

When an employee is temporarily assigned to a lower-paying position, their rate shall not be reduced.

10.08 When an employee is temporarily assigned for the entire day to a higher-paying classification, they shall receive the higher rate of pay.

10.09 In the event of a proposed lay off at the Health Unit which is anticipated to exceed twelve (12) weeks, the Employer will:

- (a) provide the Union with not less than thirty (30) days notice of such layoff; and
- (b) meet with the Union to review the following:
 - (i) The reasons causing the layoff.
 - (ii) The service which the Health Unit will undertake after the layoff.
 - (iii) The method of implementation, including the areas of cutback and the employees to be laid off. Affected employees shall receive notice of layoff at least four (4) weeks prior to the implementation date of the layoff. The initial notice to affected employees shall be deemed to be the required notice for employees who are laid off as a result of displacement and therefore displaced employees are not entitled to receive four (4) weeks notice of layoff. Any agreement between the Employer and the Union, resulting from the review of this clause, concerning the method of implementation, will take precedence over the terms of this Article.
 - (iv) Alternatives, if any, to layoff.

10.10 Layoffs

- (a) Reductions in the workforce shall be accomplished by laying off the employee(s) with the least seniority in the classification(s) affected. An employee who is subject to layoff from their classification may displace an employee with less seniority in another classification. An employee who is subject to layoff must provide the Employer written notice within five (5) working days of receiving the layoff notice whether or not the employee wishes to displace another employee and the classification in which the employee wishes to displace or whether the employee wishes to accept the layoff. For layoffs which exceed eighteen (18) consecutive weeks, an employee who is subject to lay off from their classification may displace an employee with less seniority in another classification provided they have the qualifications and ability to immediately perform all aspects of the available work.
- (b) An employee who has been laid off is, subject to Article 9.04 (c), entitled to be recalled to their classification at the time of lay off, on the basis of

seniority.

- (c) Subject to 9.04 (c), no new employee shall be hired until employees on layoff who are qualified and capable of performing available work have been given an opportunity of recall.
- (d) A full-time employee may, on notice of layoff, elect to displace a part-time employee with less seniority, provided that they are capable of performing the work in question.

10.11 Prior to commencement of any layoff, the Employer shall provide all affected employees with the documentation necessary to register for Employment Insurance benefits. Documents which cannot be provided until the conclusion of the pay period following the date of lay off shall be produced as quickly as possible thereafter.

10.12 The Employer agrees to use all reasonable efforts not to effect a layoff during the term of this collective Agreement.

ARTICLE 11 - LEAVES OF ABSENCE

11.01 The Employer will grant leave of absence without pay to not more than two employees to attend Union conventions and conferences for a period or periods not exceeding in the aggregate fifteen (15) days for any one of such employees in any one calendar year, provided that sufficient notice is given so that the absence shall not interfere with the efficient operation of the Health Unit.

The Employer will keep the employees whole during such leave and the Treasurer of the Local shall reimburse the Employer for the wages and benefits of the employee.

11.02 The Employer may grant leave of absence without pay if an employee requests it in writing from the Employer and if the leave is for good reason and does not unreasonably interfere with the efficient operation of the Health Unit, provided that if such leave is for a period in excess of three (3) months, the employee will only be returned to employment when a position for which they are qualified becomes open.

11.03 Educational leaves of absence may be granted at the discretion of the appropriate Director and/or the Medical Officer of Health as follows.

- (a) Degree Programs: usually 12 months or longer; absence without pay.
- (b) Certificate or Diploma Courses: usually less than 12 months; absence without pay; fifty (50%) percent of tuition fees reimbursed upon successful completion.
- (c) Employees who are granted a leave of absence under (a) or (b) may elect to maintain the benefits in Article 21 by paying the applicable premiums,

subject to the conditions of the insurance contracts or applicable legislation.

- (d) Seminars and Workshops: usually one (1) week or less. The Employer shall continue the wage of the employee and pay their registration fee when in attendance at such seminar or workshop, including taking or writing a required examination. Reasonable living expenses shall be paid where such course is held outside the City/County of Peterborough. Travel expenses will be reimbursed equivalent to the most economical method of travel upon authorization by the appropriate Director. An amount approximating these fees and expenses shall be advanced to the employee before commencement of the session.
- (e) Upon completion of an educational leave under (d), the employee shall be returned to their former position. Upon completion of an educational leave under (a) or (b), they shall be returned to their former classification.
- (f) Upon request by the employee, and, if approved by the Employer, an employee who is provided with payment for the cost of training shall be subject to the following return of service agreement.

<u>Value of Training</u>	<u>Return of Service Required</u>
Less than \$3,500	0
\$3,501 to \$5,000	12 months
\$5,001 to \$10,000	24 months
Every additional \$5,000	Additional 12 month commitment

Value of training will include all costs incurred by the employer including tuition and other fees and the cost of salary should training take place during scheduled hours of work and will be included in the return of service agreement before signing said agreement.

The following conditions apply:

1. The training which falls under this Article 11.03 (f) is not training which would otherwise be provided by the Employer; and
2. In the event that the Employer requires and requests any and all training, this sub Article 11.03 (f) shall not apply; and
3. The amount of payment owed shall be pro-rated if the employee only fulfills a portion of the return of service required; and
4. Any and all agreements for return of service must be signed by the employee, the Employer, and the Union; and
5. The employee is not required to pay back the money if any of the following apply:
 - a. Employee is terminated not for cause; or

- b. Employee is unable to work due to a prolonged and incapacitating disability.
- 6. Reimbursement only applies for approved tuition and other fees after providing proof of successful completion.
- 7. The timeline for return of service initiates from the date of successful course completion.

11.04 Pregnancy and Parental Leave

Pregnancy and Parental leave shall be granted in accordance with the Employment Standards Act, as amended from time to time. Without reducing or limiting this, the Employer and the Union agrees as follows:

- (a) Employees shall give the Employer as much notice as is reasonably possible regarding when leaves are to begin and in any event not less than two (2) weeks notice in writing.
- (b) During an employee's absence under this Article, the Employer shall continue to pay the premiums in respect of the benefit programs mentioned in Article 21, unless the employee gives the Employer a written notice that the employee does not intend to make their contributions, if any.
- (c) Credit for service for the purposes of salary increments, vacation, sick leave or any other benefit under any provisions of the Collective Agreement shall accumulate and seniority shall accumulate during the pregnancy and/or parental leave of absence.
- (d) Subject to applicable legislation, and the obtaining of any approval or authorization that is required, the Employer shall supplement or "top up" the Human Resource Development Canada (HRDC) benefits payable to employees who are absent from work on a pregnancy and/or parental leave in accordance with the provisions in this collective agreement:
 - (i) Except in relation to the one (1) week "waiting period", the Employer shall supplement the benefits received by the said employee, such that they receive 75% of their insurable earnings up to the maximum established by HRDC from time to time, rather than 55% of their insurable earnings otherwise paid by HRDC;
 - (ii) If a one (1) week "waiting period" is applicable, during which the said employee receives no Employment Insurance benefits from HRDC, the Employer shall pay the said employee 75% of their insurable earnings, up to the said maximum established by HRDC, but only in relation to the said one (1) week "waiting period".
 - (iii) In the event that an employee elects an extended parental leave,

such employee's top-up amount will not exceed the top-up amount that would have been paid under (i) or (ii).

- (e) Any period of pregnancy and/or parental leave is not included in any probationary period.
- (f) The Employer shall send a letter by registered mail with a copy to the Union to each employee who is granted a leave of absence under this Article, advising them of their return to work date. This letter shall be sent not later than four (4) weeks before the return to work date. An employee who does not report for work on the return to work date shall forfeit their right to reinstatement unless:
 - (i) They notify the Employer before the start of work on the return date; and
 - (ii) there is a reasonable explanation for their continued absence.

11.05 Jury Duty or Subpoena

Any employee who is required to serve on a jury or is subpoenaed to give testimony shall be paid the difference between the amount paid for such services and their normal pay computed at their normal hourly rate for hours lost from work up to thirty-five (35) hours reflecting the employees regularly scheduled work week, subject to the following provisions.

- (a) Employees must notify their immediate supervisor within one (1) working day after receipt of notice of selection for jury duty.
- (b) Any employee called for jury duty and who is temporarily excused from attendance in court must report for work if a reasonable period of time remains to be worked in their shift.
- (c) Employees selected for jury duty, who are on other than the day shift, shall be assigned to the day shift for those days they are required to serve as jurors.

In order to be eligible for such payments, the employees must furnish a written statement from the proper public official showing the date and time served and the amount of pay received.

11.06 Bereavement Leave

- (a) For the purpose of this Collective Agreement, "immediate relative" means mother, father, sister, brother, spouse (including the same sex), son, daughter, guardian, dependent relative living with employee, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, and sister-in-law and inclusive of common-law relations.
- (b) An employee who suffers the death of an immediate relative or anyone

determined by the HR Manager/Director in consultation with the employee's manager, to have played the role of an immediate relative shall be granted up to five (5) days leave of absence without loss of pay, in respect of time necessarily missed from scheduled work. Bereavement leave for persons other than those mentioned in paragraph (a) will be mutually agreed upon between the employee and the Manger/Director. Such requests will not be unreasonably withheld. The appropriate Manager/Director shall be notified as soon as possible of any employee's intention to take bereavement leave under this Article. A part-time employee shall receive payment for time scheduled to work up to the five (5) day maximum.

11.07 Discretionary Benefits

All employees shall be entitled to the equivalent of two (2) discretionary days off per year (January 1 - December 31) without loss of pay to deal with personal or family matters. Such time may be taken in hourly increments. Employees must request the discretionary leave from their Manager prior to taking the leave. Such request will not be unreasonably denied.

11.08 Pre-Paid Leave

(a) Purpose

The Pre-Paid Leave Plan is a plan developed to afford employees the opportunity to take a one (1) year leave of absence, funded solely by the employee through the deferral of salary over a defined period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801 (as may be amended from time to time.)

(b) Application

Eligible employees must make written application to the appropriate Director at least six (6) months prior to the intended commencement date of the salary deferral portion of the Pre-Paid Leave Plan. Such application will outline the reason the leave is being requested.

Priority will be given to applicants intending to use the leave to pursue formal education related to their position with the Employer. The employee will be informed of the disposition of their application as soon as is reasonably possible after the closing date for applications.

(c) Number of Employees

The total number of employees employed by the Employer that may be accepted into the Pre-Paid Leave Plan in any one plan year shall be no more than two.

(d) Nature of Final Agreement

Final approval for entry into the Pre-Paid Leave Plan will be subject to the employee entering into a formal agreement with the Employer, authorizing the Employer to make the appropriate deductions from the employee's pay. The agreement will also include:

- (i) a statement that the employee is entering the plan in accordance with Article 11 of the Collective Agreement;
- (ii) the period of salary deferral and the period for which the leave is requested;
- (iii) the manner in which the deferred salary is to be held; and
- (iv) the letter of application to enter the plan will be appended and form part of the written agreement.

(e) Deferral Plan

The deferral portion of the plan shall involve an employee spreading four (4) years' salary over a five (5) year period, or such other schedule as may be mutually agreed between the employee and the Employer. In the case of the four (4) years' salary over a five (5) year schedule, during the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee. Such deferred salary will not be accessible to the employee until the year of the leave or upon the collapse of the plan. In the case of another mutually agreed upon deferral schedule, the percentage of salary deferred shall be adjusted appropriately.

(f) Deferred Earnings

The manner in which the deferred salary is held shall be at the discretion of the Employer. The employee will be made aware, in advance of having to sign any formal agreement, of the manner of holding such deferred salary.

Interest which is accumulated during each year of the deferral period shall be paid out to the employee in accordance with Part LXVII of the Income Tax Regulations, Section 6801.

(g) Benefit Plans

Full-Time Employees Only

Employees may participate in the Extended Health Care, Dental Health, and Group Life Insurance benefits plans, subject to the contractual terms and conditions of such plans, during the year of the leave, but the full cost

of such plans will be borne by the employees. Contributions to the Ontario Municipal Employees Retirement Savings (OMERS) plan will be in accordance with the plan.

Notwithstanding the above, employees will not be eligible to participate in the disability income plan during the year of the leave.

(h) Seniority and Service

Full-Time Only

During the year of the leave, seniority shall continue to accumulate.

Service for the purposes of vacation and salary progression and other benefits will be retained but will not accumulate during the period of the leave.

(i) Assignment on Return

Upon return from leave, a participant will be assigned to their former position they most recently held, unless it is no longer available. In such a case the employee will be assigned to a comparable job, if possible, or the layoff provisions will be applied.

(j) Withdrawal Rights

(i) A participant may withdraw from the plan at any time up to a date three (3) months prior to the commencement of the leave. Deferred salary, and accrued interest will be returned to the participant within a reasonable period of time.

(ii) On Leaving Employment

If a participant resigns, or is terminated, prior to the commencement of the leave, deferred salary plus interest will be returned to the participant within a reasonable period of time. In the event of the death of a participant, such funds will be paid to the participant's estate.

(k) Replacement Employees

The Employer will 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, the Employer may postpone the leave. If, after a period of postponement, a suitable temporary replacement cannot be found, the Employer will have the option of considering a further postponement or of the collapsing of the plan. The employee, subject to such a postponement, will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time, or of withdrawing from

the plan as outlined in Article 11.08 (j).

(l) Plan Year

The year for the purposes of the plan shall be from September 1 of one year, to August 31, of the following year, or such other years as the parties may agree to.

(m) Status of Replacement Employee

Only the original vacancy resulting from an absence due to pre-paid leave will be posted.

Employees in the bargaining unit selected to fill vacancies resulting from replacing an employee on a pre-paid leave, the replacing employee will be returned to his former position, and the filling of subsequent vacancies will likewise be reversed.

Employees newly hired to fill vacancies resulting from replacing an employee on pre-paid leave will not accrue seniority during the filling of such vacancies. Furthermore, such employees need not be considered for other vacancies. If such employees do post into regular positions they will be credited with seniority from their last date of hire. The release or discharge of such employees will not be the subject of a grievance or arbitration.

ARTICLE 12 - SICK LEAVE

12.01 (a) Short Term Disability (Full-Time)

- (i) Short term disability benefits, as per the schedule outlined below, commence on the first (1st) day of total disability due to illness or injury.
- (ii) Employees shall be given an annual entitlement (expressed in weeks) of one hundred (100%) percent coverage based on length of service, in accordance with the chart in paragraph (v). This entitlement will be renewed on the first (1st) working day of each calendar year, if the employee works on that day. Employees will not be entitled to a new allotment of one hundred (100%) percent weeks until they have returned to work on a full-time basis and are completely able to perform all material and substantial duties of their regular occupation.
- (iii) Benefits in respect of each illness or injury are payable for a period of up to seventeen (17) weeks. The employee's annual entitlement of one hundred (100%) percent weeks will be used first and, if this is exhausted, the balance of the absence, up to a total of seventeen (17) weeks, will be paid at seventy-five (75%) percent. The total of

one hundred (100%) percent weeks and seventy-five (75%) percent weeks for each absence due to illness or injury shall not exceed seventeen (17) weeks.

- (iv) If an employee is absent due to illness or injury, returns to work for less than ten (10) consecutive working days and is absent again due to the same illness or injury, it will be treated as the same illness or injury and subject to the seventeen (17) week limit in (iii). If the employee returns to work for at least ten (10) consecutive working days on a full-time basis and is completely able to perform all material and substantial duties of their regular occupation and is subsequently absent due to the same illness or injury they will be eligible for up to seventeen (17) weeks of coverage.

Annual Entitlement

(v)	<u>Length of Service</u>	<u>100% of Salary</u>
	3 months but less than 1 year	1 week
	1 year but less than 2 years	2 weeks
	2 years but less than 3 years	3 weeks
	3 years but less than 4 years	4 weeks
	4 years but less than 5 years	5 weeks
	5 years but less than 6 years	7 weeks
	6 years but less than 7 years	9 weeks
	7 years but less than 8 years	11 weeks
	8 years but less than 9 years	13 weeks
	9 years and over	17 weeks

- (vi) Disability payments in progress will continue beyond termination of employment, subject to the other conditions of this Article:
 - a) if termination of employment is due to retirement or resignation;
or
 - b) if disability commenced not less than 2 months prior to termination or before notice of termination, if any, was given.

(b) Accumulating Sick Leave Plan (Part-Time)

- (i) Part-time employees shall be granted accumulating sick leave credits on the basis of one half (1/2) hour for every seven (7) hours worked but only for those employees who work an average of fourteen (14) or more hours per week. Sick leave credits shall be recorded on a monthly basis and the average referred to shall be calculated on the basis of the work performed by the part-time employee during the month in question.
- (ii) Sick leave credits can be used for absence due to illness or injury only in respect of days and shifts when the employee is actually (for

the first (1st) day of absence) or regularly (for subsequent days of the same absence) scheduled to work and a deduction shall be made from accumulated sick leave credits for all days when sick leave is claimed and paid as defined herein.

- (iii) When an employee has not been absent on sick leave or has used only a portion of their accumulated credits, the unused credits shall accrue for their future use up to a maximum of two hundred and ten (210) days.
- (iv) There shall be no cash pay-out of accumulated sick credits for part-time employees.
- (v) A part-time employee whose status changes to full-time:
 - (a) will not retain unused accumulated sick leave credits;
 - (b) will be entitled to short term disability benefits in accordance with the schedule outlined in Section (a) (v), based on total length of service with the Employer from original date of hire.

12.02 Eligibility: Short Term Disability (Full Time) and Accumulating Sick Leave Plan (Part time)

The Short Term Disability Plan and the Accumulating Sick Leave Plan will not cover disabilities or claims resulting from:

- (a) any period of disability during a specified period of maternity leave of absence. The maternity leaves of absence for which benefits are not payable would be:
 - (i) any period of formal maternity leave taken by an employee pursuant to Article 11;
 - (ii) any period for which any employee is eligible or would have been eligible upon proper application to collect Employment Insurance maternity benefits.
- (b) any period of disability that commenced while an employee was not insured under the plan;
- (c) intentionally self-inflicted injuries;
- (d) war or service in the Canadian Armed Forces;
- (e) work-related illness or injury covered by the Workplace Safety and Insurance Board;
- (f) any injury or sickness that is a result of working for an employer other than the Board of Health, if such injury or sickness is covered by legislation respecting the Workplace Safety and Insurance Board or the Canada

Pension Plan.

- (g) any unpaid leave of absence;
- (i) any disability resulting from committing or attempting to commit a crime or engaging in an illegal activity.

An employee's vacation shall be rescheduled in the event of a certifiable illness or disability to the employee, prior to the commencement of vacation. If an employee is significantly incapacitated during their scheduled vacation, then the time they are incapacitated shall be treated as a medical leave of absence, subject to this Article, and their vacation time recredited, with the approval of the Medical Officer of Health.

12.03 Medical Eligibility Requirements

- (a) The Medical Officer of Health or their designate may require employees to provide the Employer with a certificate from a qualified medical practitioner regarding whether they are/were incapable of performing their duties for more than five (5) consecutive working days unless the Employer reasonably suspects abuse in respect of any absence where benefits are claimed under this Article. The certificate shall contain such information as the Medical Officer of Health/designate may reasonably require.
- (b) If an employee fails to comply with (a), above, the employee's absence shall be deemed to be absence without pay.
- (c) The Medical Officer of Health or his designate may, upon reasonable grounds, require any employee who has claimed benefits under this Article to be examined by a qualified medical practitioner. On a case by case basis, the Union and the Employer will attempt to reach agreement as to the name of the qualified medical practitioner. At the instance of either party, an arbitrator may be appointed under Article 8 or the Labour Relations Act, prior to an examination, to determine whether reasonable grounds exist regarding an examination and/or in the event that the Parties are unable to reach an agreement as to the name of the qualified medical practitioner. Until a determination by said medical practitioner can be made, the employee will continue to be paid as per the Collective Agreement.
- (d) In cases of prolonged illness, the employee shall submit upon request by the Employer periodic reports regarding their condition.
- (e) The Employer shall, on submission of a receipt, reimburse employees for the reasonable cost of obtaining a certificate under paragraph (a) and pay for an examination required under paragraph (c).

12.04 Workplace Safety and Insurance Board (WSIB) Benefits

An employee who is absent from work as a result of an illness or injury sustained

at work and who has been awaiting approval of a claim for WSIB benefits for a period longer than one (1) week or more may apply to the Employer for payment equivalent to the lesser of the benefit the employee would receive from WSIB if the employee's claim was approved, or the benefit to which the employee would be entitled under the short-term disability plan for up to a maximum of five (5) weeks. Payment will be provided only if the employee provides evidence of disability satisfactory to the Employer and a written undertaking satisfactory to the Employer that any payments will be refunded to the Employer following final determination of the claim by The Workplace Safety and Insurance Board. If the claim for WSIB benefits is not approved, the monies paid as an advance will be applied towards the benefits to which the employee would be entitled under the short-term disability and accumulating sick leave plan. Any payment under this provision will continue as per relevant provisions of the Collective Agreement.

ARTICLE 13 - HOURS OF WORK

- 13.01 (a) The following provisions are intended to define the normal hours of work and are not a guarantee of hours of work to be performed per day or per week.
- (b) (i) An employee shall be considered full-time if they regularly work more than twenty-four (24) hours per week.
 - (ii) An employee shall be considered part-time if they regularly work twenty-four (24) hours per week or less.
 - (iii) Whenever it is necessary to determine whether an employee is full-time or part-time, such will be done by reference to the most recent thirteen (13) weeks (making allowance for statutory holidays and absences due to illness and disability). If the employee works more than twenty-four (24) hours during nine (9) or more of these thirteen (13) weeks they shall be considered full-time. If the employee works twenty-four (24) hours or less during five (5) or more of these thirteen (13) weeks, they shall be considered part-time.

13.02 Temporary Employees

- (a) A part-time employee whose hours are temporarily increased to full-time, to replace a full-time employee who is absent because of vacation, illness, accident or leave of absence under Article 11 or ESA, shall be considered a temporary full-time employee under this Collective Agreement, but shall be returned to their part-time duties at the end of their assignment.
- (b) An employee hired to replace a full-time or part-time employee who is absent because of vacation, illness, accident or leave of absence under Article 11 or ESA, or an employee hired for a short-term project not anticipated to exceed eighteen (18) consecutive months shall be classified as a temporary full-time or part-time employee under this Collective

Agreement.

- (c) In the event that a temporary employee is appointed to a regular/non-temporary full-time or part-time classification as a full-time employee:
 - (i) they shall be given seniority credit for previous service as a temporary employee with the Employer, on the basis of one (1) month for each one hundred and fifty (150) hours worked in such classification; and
 - (ii) such seniority credit shall be included for the purpose of completing probation.
- (d) Subject to paragraph (e), below, the following Articles are not applicable to temporary employees:
 - (i) Article 9: Seniority
 - (ii) Article 10: Postings, Promotions, Transfers and Lay-Offs
 - (iii) Article 11: Leave Of Absence
 - (iv) Article 12: Sick Leave subject to Article (f) (ii) below
 - (v) Article 15: Vacations and Paid Holidays
 - (vi) Article 21: Benefits
- (e) A temporary employee may apply (as a candidate with no seniority) for a vacancy in accordance with article 10.02.
- (f) Temporary employees shall receive:
 - (i) vacation pay of eight (8%) percent of earnings, four (4%) percent of earnings in lieu of benefits mentioned in Article 21 and four (4%) percent in lieu of Paid Holiday Pay;
 - (ii) sick leave credits on the basis of half ($\frac{1}{2}$) hours for every seven (7) hours worked but only for those employees who work an average of fourteen (14) or more hours per week.

Sick leave credits shall be recorded on a monthly basis and the average referred to shall be calculated on the basis of the work performed by the temporary employee during the month in question.

Sick leave credits can be used only for absence due to illness or injury in respect of days and shifts when the employee is actually (for the first (1st) day of absence) or regularly (for subsequent days of the same absence) scheduled to work and a deduction shall be made from accumulated sick leave credits for all days when sick leave is claimed and paid as defined herein. When an employee has not been absent on sick leave or has used only a portion of their

accumulated credits, the unused credits shall accrue to their future use up to a maximum of two hundred and ten (210) days.

There shall be no cash pay-out of sick credits for temporary employees. A temporary employee whose status changes to full-time shall retain unused sick leave credits earned as a temporary employee which may be used in accordance with Article 13. Temporary employees are subject to the same medical eligibility requirements as full-time employees.

13.03 The normal hours of work for a full-time employee shall consist of up to seven (7) hours per day (exclusive of a one hour (1) meal period) Monday through Saturday and each normal work period shall commence no earlier than 8:00 a.m. and terminate no later than 10:00 p.m. Overtime is defined as hours worked in excess of seven (7) hours in a day (starting at 8:00 a.m.) or in excess of thirty-five (35) in a week starting Monday at 8:00 a.m.).

(a) There shall be no pyramiding of benefits under this Article. Hours which are counted as overtime once shall not be counted or included for the purpose of determining entitlement to any other overtime or premium pay. When an employee works overtime, compensating time off at the rate of time and one-half (1½) or payment at the rate of time and one-half (1½) shall be granted. If the employee chooses to take their entitlement in time off, such time off shall be arranged with the Director or their designate. Accumulated time off shall not exceed forty-nine (49) hours. If exceeded, the employee has thirty (30) days to decrease the balance to under forty-nine (49) hours or the excess time will be paid out. In the event the parties are unable to agree regarding time off in lieu of overtime, the employee shall receive their entitlement in cash.

(b) Any work assigned or scheduled with less than five (5) working days notice shall be paid at the rate of time and one half (1½) provided that the employee works their regular scheduled hours, if any, during the day in question.

(c) (i) A shift premium of three dollars (\$3.00/hour) shall be paid in respect of all hours worked between 4:30 p.m. and 8:00 a.m., except those paid at premium rates of time and one-half (1½). A shift premium of five dollars (\$5.00/hour) shall be paid in respect of all hours worked on Saturday, except those paid at premium rates of time and one-half (1½).

(ii) Work scheduled or assigned on the Saturday of a "long weekend" (a weekend in relation to which the preceding Friday and/or the following Monday is observed as a paid holiday in accordance with Article 12) shall be at time and one half (1 ½).

13.04 Subject to the Employment Standards Act, where an employee agrees to alternate working hours to those stated in this Article, and where such employee works more than seven (7) hours in a day or thirty-five (35) hours in a week as a result of their own request for specific time off, such time off will be at straight

time rates notwithstanding this Article. The time off will be arranged with the Director and in the event the parties are unable to agree the employee shall receive their entitlement in cash.

13.05 When an employee is required by the Employer to attend staff meetings or in-service educational programs, which meetings are held outside their normal working hours they shall be paid at their regular rate of pay for such attendance.

13.06 Work scheduled or assigned before 8:00 a.m. or after 10:00 p.m. or on Sunday or a Paid Holiday under Article 14 shall be at time and one half (1½).

13.07 On Call

Employees who are required to be "on call" on weekends and Paid Holidays under Article 14 shall be assigned on a rotational basis. Employees shall have the option of trading off their weekends if they are able to find a qualified replacement within the bargaining unit. Employees shall be compensated as follows.

- (a) Two-day weekend (64 hours): Payment of five (5) hours at the employee's regular rate.
- (b) Three-day weekend (more than 64 and up to 88 hours): Payment of ten (10) hours at the employee's regular rate.
- (c) Four-day weekend (more than 88 and up to 112 hours); Payment of fifteen (15) hours at the employee's regular rate.
- (d) Time and one-half (1½) the employee's regular rate for all hours called out (including regular call outs).
- (e) Minimum per call out is two (2) hours at time and one-half (1½) the employee's regular rate, which is not applicable if this is less than (d).

13.08 Call In

An employee who is called-in to work, outside of their normal hours of work, shall be paid as follows.

- (a) Two(2) hours at time and one-half (1½) their regular rate; or
- (b) time and one-half (1½) her regular rate for all hours called-in outside of their normal hours of work whichever is greater.

13.09 Work On Saturday

- (a) Work on Saturdays shall not be scheduled or assigned arbitrarily or in bad faith.
- (b) Subject to paragraph (c), below, work on Saturdays shall be scheduled or assigned between or among employees who normally perform the work in

question. All other things being equal, seniority shall be considered by the Employer in scheduling or assigning work on Saturday. Without limiting the generality of the phrase "... *all other things being equal* ...", and for the purpose of clarity, the Employer shall, where appropriate, consider the personal circumstances of an employee(s) in the scheduling or assigning of work, and may not assign/schedule work to the employee with the least seniority in such circumstances.

- (c) To the extent reasonably possible, the Employer shall endeavour to schedule or assign work on Saturday to employees who normally perform the work in question and who volunteer to work on Saturday. If there are insufficient such volunteers, subparagraph (b), above shall apply.
- (d) The Employer shall advise all employees hired or rehired, after the ratification of this collective agreement, that the said employee(s) may be normally or consistently scheduled or assigned to work on Saturday, subject to the other provisions in this collective agreement.
- (e) Subject to (f), below, a threshold of 24 Saturday shifts per calendar year (pro-rated for 2004, from the date of ratification) shall apply in relation to all employees employed by the Employer as of the date of ratification of the (2003-2006) collective agreement. For such employees, after the 24 Saturday threshold in a calendar year, the Employer shall assign work on Saturday to another employee(s), in accordance with the foregoing and other applicable provisions herein. In the event that the said work on Saturday is not assigned to another employee(s), and is instead assigned to an employee(s) who has already achieved the said 24 Saturday annual threshold, the said employee(s) shall be paid at the rate of 1.5 the applicable rate, for any further work on Saturday assigned by the Employer, for the balance of the calendar year in question.
- (f) The above-noted annual 24 Saturday shift threshold does not apply to employees hired by the Employer after the date of ratification of the (2003-2006) collective agreement. Without limitation, and for the purpose of clarity, such employees may be assigned to work on Saturday by the Employer, in accordance with the foregoing.

13.10 Paid Breaks

Employees shall be provided a fifteen (15) minute paid break between the hours of 9:00 – 11:00 a.m. and a fifteen (15) minute paid break between the hours of 2:00 - 4:00 p.m.

ARTICLE 14 - PAID HOLIDAYS

14.01 (a) The following holidays shall be paid to eligible employees at regular rates of pay.

New Year's Day	Canada Day
Family Day	Civic Holiday (1st Monday in August)
Good Friday	Thanksgiving Day
Easter Monday	Boxing Day
Victoria Day	Christmas Day
Labour Day	National Day for Truth & Reconciliation

Also employees shall receive one (1) paid "floating holiday" each year to be taken in place of Remembrance Day. Any other day proclaimed as a holiday by the Federal, Provincial, or Municipal Governments, shall be granted to employees as a paid holiday.

- (b) An "eligible employee" is one who:
- (i) performs work during the payroll period in which the holiday is observed, except when absent due to verified illness or other approved paid absence;
 - (ii) works their last scheduled work day prior to and their first scheduled work day following the holiday, except when absent and in receipt of sick leave benefits under Article 12 or paid leave of absence under Article 11.
- (c) Part-time employees shall be paid four percent (4%) of their hourly rate in lieu of Paid (Statutory) Holiday pay.

ARTICLE 15 - VACATIONS

15.01 Each employee shall be entitled to a vacation without loss of pay as follows.

- (a) Full-Time Employees
- (i) Up to ten (10) years of uninterrupted employment: 1.67 days/full month of employment.
 - (ii) Eleven (11) years of uninterrupted employment: 2.08 days/full month of employment during the twelfth (12th) and subsequent years.
 - (iii) Twenty (20) years of uninterrupted employment: 2.5 days/full month of employment during the twenty-first (21st) and subsequent years.
 - (iv) Full-time employees who regularly work less than 35 hours per week shall be paid vacation pay as if they are employed on a part-time basis, in accordance with paragraph (b), below.

- (v) Upon termination of employment an employee shall be paid in respect of unused vacation credits (subject to 15.04) and vacation pay in respect of earnings during the quarter in which employment is terminated based on two (2%) percent for each five (5) days of vacation to which the employee would have been entitled in the year in question if their employment was not terminated.

(b) Part Time Employees

Part-time employees shall receive vacation pay equivalent to eight (8%) percent of earnings since the most recent payment or the commencement of employment. This payment shall be made on December 31 or at the end of the fiscal year for the employees working in programs with a fiscal year other than December 31.

Upon termination of employment, part-time employees shall receive eight (8%) percent of earnings since the most recent payment or the commencement of employment. Earnings mean money received from the Employer in respect of hours actually worked but do not include vacation pay.

15.02 When an employee is absent from duty with the Employer for any reason other than paid holidays, vacation or paid sick leave, for a total of more than twenty (20) working days during the year in which they earned vacation, their vacation shall be calculated on the basis of two (2%) percent for each five (5) days of vacation to which the employee would have been entitled had they not been absent during the year in question.

15.03 Earnings means money received from the Employer in respect of hours actually worked.

15.04 Vacation schedules are subject to the approval of the Director. However, the Employer will endeavour to accommodate the preferences of employees regarding vacation scheduling.

By April 1 of each year, employees shall provide their vacation requests for the period June 1 to November 30. The Employer shall provide their response to the vacation requests no later than April 15. Vacation shall be granted based on seniority.

By October 1 of each year, employees shall provide their vacation requests for the period December 1 to May 31. The Employer shall provide their response to the vacation requests no later than October 15. Vacation shall be granted based on seniority.

Requests for vacation which are submitted after these two dates (April 1 and October 1) shall be approved on a first come first serve basis.

Vacation entitlement will be credited on a monthly basis. Employees shall not accumulate vacation leave credits in excess of thirty (30) working days at any

time except under exceptional or unusual circumstances and approved by the Director and the Medical Officer of Health.

- 15.05 Under normal circumstances, upon giving notice to the Employer, an employee may receive pay which would normally be paid during their vacation period, provided the employee actually takes their vacation.
- 15.06 Vacations may be requested in increments of a half day or more.
- 15.07 If the Employer denies an employee their vacation, if requested by the employee or the Union, the reason(s) for the denial shall be provided in writing by the Employer.

ARTICLE 16 - TRANSPORTATION ALLOWANCE

- 16.01 (a) When employees are required by the Employer to use their own vehicles in the performance of their duties, they shall be reimbursed for all distance driven for Health Unit business purposes at the rate of .39 per kilometre. The rate shall be increased or decreased four (4) times per year on January 1, April 1, July 1, and October 1 of each year on the basis of the following formula.
- Fifty (50%) percent of the price per kilometre to be adjusted based on the increase or decrease in the price of regular unleaded gasoline as charged to the City of Peterborough by supply tender, at a rate of one (1) cent per kilometre for each three and one half (3 ½) cents per litre in price change. The other fifty (50%) percent of the price per kilometre to be adjusted based on the increase or decrease to the cost of living index published by Statistics Canada (Canada, all items) for the months of February, May, August, and November.
- (b) The Employer will reimburse employees in respect of obtaining a minimum of \$1,000,000.00 insurance for use of personal vehicles in the performance of duties for the Health Unit ("business insurance") to an annual maximum of three hundred and fifty (\$350.00).
- (c) When calculating distance where a trip begins at home, the distance charged will be lesser of from home or office to the designated location.
- 16.02 Emergency towing service will be provided by the Employer when such service is necessary, and the car is being used for the services of the Employer.
- 16.03 An employee who leaves the employment of the Employer shall reimburse the Employer for the portion of their business insurance which is refundable to them by their insurance carrier.

ARTICLE 17 - RESIGNATION

17.01 When an employee wishes to resign, they will, when possible, give thirty (30) days notice.

ARTICLE 18 - RATES OF PAY, CLASSIFICATIONS, EXPERIENCE CREDIT, AND NEW POSITIONS AND RE-CLASSIFICATIONS

18.01 Rates and Classifications

Rates of pay and classifications are set forth in Appendix "A" and remain in effect for the duration of this Collective Agreement.

18.02 Experience Credit

- (a) The employer will give experience credit of one (1) year's increment on the salary grid for each full year that the employee performed the same duties as an employee of the Peterborough County-City Health Unit or another Health Unit, or in the case of Public Health Inspectors, Canadian Food Inspection Agency.
- (b) The Employer will give experience credit, not covered by (a), of one (1) year's increment on the salary grid for two (2) year's experience which is directly related to the performance of the employee's duties for the employer.
- (c) For (a) and (b), no credit will be given
 - (i) where no work covered by (a) or (b) has been performed during the five (5) years before hiring or rehiring by the Employer;
 - (ii) for work performed more than ten (10) years before hiring or rehiring.
- (d) For employees who have not previously been employed by the Peterborough County-City Health Unit, the maximum credit available under this article is one (1) increment less than the maximum number of increments on the applicable salary grid.

18.03 (a) New Positions and Re-classifications

- (i) Whenever a new classification (which is covered by the terms of this collective agreement) is established by the Employer or when the Employer makes a substantial change to an existing job description, the Employer shall determine the rate of pay for such new classification and notify the local Union of the same. If the local Union challenges the rate, it shall have the right to request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate. Such request will be made within ten (10) days

after the receipt of notice from the Employer of such new occupational classification and rate. Any change mutually agreed to resulting from such meeting may be retroactive to the date that notice of the new rate was given by the Employer. If parties are unable to agree, the dispute concerning the new rate may be submitted to arbitration as provided in the Agreement within fifteen (15) days of such meeting.

- (ii) Notwithstanding the foregoing, if as a result of compensable illness or injury covered by WSIB an employee is unable to carry out the regular functions of their position, the Employer may, subject to its operational requirements, establish a special classification and salary in an endeavour to provide the employee with an opportunity of continued employment. This provision shall not be construed as a guarantee that such special classification(s) will be made available or continued.
- (iii) When the Employer makes a substantial change in the job content of an existing classification which in reality causes such classification to become a new classification, the Employer agrees to meet with the Union, pursuant to the pay equity and job evaluation committee if requested to permit the Union to make representation with respect to the appropriate rate of pay.

(b) Job Description

A copy of the current job description for a bargaining unit position shall be made available to the Union upon request. When a new classification which is covered by terms of this Collective Agreement is created, a copy of the job description shall be forwarded to the Union at the time that the Employer notifies the local Union of the rate of pay pursuant to Article (a) above.

ARTICLE 19 - MISCELLANEOUS

19.01 Wherever the feminine pronoun is used in this Collective Agreement, it includes the masculine pronoun where the context so requires, and vice versa.

19.02 Parking Charges

The Employer will not impose a parking charge during this Collective Agreement term.

19.03 The frequency of pay shall be bi-weekly.

19.04 Mergers, Consolidations, Amalgamations, Integration and/or Reconfiguration

In the event that a potential consolidation, merger, amalgamation, integration and/or reconfiguration is to be implemented, the Employer will notify the Union

and the affected employees as soon as a formal and final decision is known by the Board.

Upon such notification, the Parties agree to meet to discuss the impact on the employees and the Bargaining Unit. These discussions shall include but not be limited to pertinent financial and staffing information and may be raised with the Employer in a joint committee determined by the parties with equal participation of both parties.

19.05 Team Leader

When the Employer assigns an employee to perform additional duties as a Team Leader, the employee shall be paid a premium of two dollars (\$2.00) per hour for each hour that the employee is assigned Team Leader duties.

The Employer will not be unreasonable in the assignment of Team Leader duties to qualified employees within a classification.

The Employer shall provide to the Union, upon request, quarterly data on the number of Team Leader hours per employee.

19.06 Letters of Discipline

All letters of discipline shall be copied to the Union President.

19.07 Work of the Bargaining Unit

Persons not covered by the terms of this agreement may be assigned to do work of bargaining unit employees in cases of instruction, experimentation, or during emergency situations.

ARTICLE 20 - PERSONNEL FILES

20.01 Performance appraisals (periodic assessments of an employee's performance) shall contain a section for the employee's comments, and a copy shall be given to the employee. The employee shall sign the appraisal to acknowledge receipt.

Each employee shall have reasonable access to their personnel file, in the presence of their supervisor. No performance appraisal or letter of reprimand or suspension may be relied on by the Employer if it has not been brought to the employee's attention in a timely manner.

20.02 An employee shall have the right on reasonable notice, to examine and copy the contents of their personnel record in the presence of an Employer representative and a Union Steward (if requested by the member)

ARTICLE 21 - BENEFIT PROGRAMS

The benefit entitlements outlined in this article do not provide specific details of the benefits or the benefit maximums. Employees should refer to the benefit booklet or contact the benefit carrier for additional information related to the benefit provisions.

21.01 The Employer will pay one hundred (100%) percent of the premium costs (except as otherwise stated) for the following benefits in respect of all full-time employees, subject to the waiting periods and other conditions described in the insurance contracts and in this Article.

(a) **Ontario Municipal Employees Retirement System (OMERS)**

Enrolment shall be immediately upon commencement of employment. One-half (½) of the required total contributions shall be made by the employee and the Employer.

(b) **Extended Health Care Plan**

Enrolment shall be immediately upon commencement of employment if requested by the employee. A deductible of ten dollars (\$10.00) (single) and twenty dollars (\$20.00) (family) per calendar year will apply. The employee's share of any Employment Insurance premium reduction will be credited to the Employer to be applied towards the cost of this coverage.

Coverage includes vision care of \$400.00 every 24 months.

The plan shall pay one hundred percent (100%) of the costs for an insulin infusion pump.

Drugs

The plan shall cover the cost of generic prescription drugs only, unless a suitable generic product is not available. The member may select a name brand and pay the difference between the generic and name brand cost, unless the brand name product is prescribed by the treating physician and reasonable for therapeutic reasons. Any disputes shall be referred to a mutually agreed upon third party physician. The plan shall cover up to a cap of eight (\$8.00) dollars of the dispensing fees.

Paramedical Services

Physiotherapist (medical referral required) up to a maximum of fifteen (15) visits per calendar year.

Massage therapy (medical referral required) up to a maximum of \$800.00 annually.

Mental Health Professional services up to a maximum of \$650.00 annually for the following services: Social Worker, Psychologist and

Psychotherapist.

(c) Group Insurance

- (i) Life Insurance and Accidental Death and Dismemberment: two (2) times annual earnings to a maximum of two hundred thousand dollars (\$200,000.00).
- (ii) Long Term Disability: Seventy-five (75%) percent of earnings to a maximum of five thousand dollars (\$5,000.00) per month.

(d) Dental Plan

The services covered are listed in Appendix "B"; seventy percent (70%) of premium paid by Employer, thirty percent (30%) paid by the employee at the current minus one (1) year ODA fee schedule. Coverage for Orthodontic work is limited to dependent children under the age of 19, and is subject to a \$1,500.00 lifetime maximum. Other coverage is subject to a \$1,500.00 annual maximum (see appendix B). In the event that the Employer moves to an Administrative Services Only (ASO) insurance plan for the dental benefits, and in the event that there is a surplus, the Employer will provide a proportionate amount of the surplus to those employees participating in the dental benefit plan.

21.02 The Employer may substitute carriers for benefits provided that the benefits are in total not decreased from present level. The Employer will discuss changes with the Union.

21.03 Part-time employees shall be paid four (4%) percent of their hourly rate in lieu of the benefits referred to in this Article.

21.04 Public Health Inspectors, Caretaker and Housekeeper shall receive:

- (a) a \$100.00 annual cleaning allowance, payable 1st pay in December;
- (b) Safety Boot Allowance - The Employer undertakes to maintain its current practice of reimbursing employees for the full cost of safety boots, supported with a receipt, as reasonably required, for the duration of this Collective Agreement.

ARTICLE 22 - DURATION

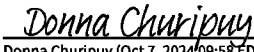
22.01 This Collective Agreement shall operate from October 1, 2022 (except as otherwise expressly stated) up to and including September 30, 2025 and shall be automatically renewed from year to year thereafter, unless either party gives the other party notice to bargain in writing within the period of ninety (90) days before the Collective Agreement ceases to operate. Where such notice is given, the parties shall meet and bargain in accordance with the Labour Relations Act.

Dated at Peterborough Ontario, this 10 Day of September, 2024

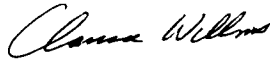
FOR THE EMPLOYER



Larry Stinson

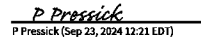


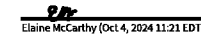
Donna Churipuy (Oct 7, 2024 09:58 EDT)

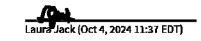


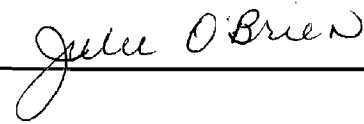
FOR THE UNION


Amanda Marche (Sep 20, 2024 11:27 EDT)


P Pressick (Sep 23, 2024 12:21 EDT)


Elaine McCarthy (Oct 4, 2024 11:21 EDT)


Laura Jack (Oct 4, 2024 11:37 EDT)



KG/COPE491

APPENDIX A - WAGES

Rates of Pay
Effective
Oct 1, 2022

Rate Increase \$1.00

Classifications	Basic	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bookkeeper #1	\$42,952.00	\$44,244.20	\$45,390.80	\$46,519.20	\$47,665.80	\$48,703.20	\$49,886.20
	\$23.60	\$24.31	\$24.94	\$25.56	\$26.19	\$26.76	\$27.41
Bookkeeper #2	\$53,198.60	\$54,472.60	\$55,746.60	\$57,002.40	\$58,276.40	\$59,550.40	
	\$29.23	\$29.93	\$30.63	\$31.32	\$32.02	\$32.72	
Administrative Assistant	\$39,839.80	\$40,968.20	\$42,114.80	\$43,261.40	\$44,408.00	\$45,409.00	\$46,537.40
	\$21.89	\$22.51	\$23.14	\$23.77	\$24.40	\$24.95	\$25.57
Community Worker	\$47,247.20	\$48,375.60	\$49,522.20	\$50,650.60	\$51,797.20	\$52,798.20	\$53,926.60
	\$25.96	\$26.58	\$27.21	\$27.83	\$28.46	\$29.01	\$29.63
Communication Assistant	\$49,995.40	\$51,506.00	\$52,834.60	\$54,181.40	\$55,437.20	\$56,711.20	\$58,112.60
	\$27.47	\$28.30	\$29.03	\$29.77	\$30.46	\$31.16	\$31.93
Computer Technician Analyst	\$62,953.80	\$64,701.00	\$66,448.20	\$68,195.40	\$69,960.80	\$71,799.00	
	\$34.59	\$35.55	\$36.51	\$37.47	\$38.44	\$39.45	
Certified Dental Assistant	\$47,884.20	\$49,030.80	\$50,177.40	\$51,305.80	\$52,306.80	\$53,671.80	
	\$26.31	\$26.94	\$27.57	\$28.19	\$28.74	\$29.49	
Custodian	\$36,363.60	\$37,510.20	\$38,602.20	\$39,767.00	\$40,895.40	\$41,932.80	\$42,897.40
	\$19.98	\$20.61	\$21.21	\$21.85	\$22.47	\$23.04	\$23.57
Epidemiologist	\$70,525.00	\$73,619.00	\$77,568.40	\$81,445.00	\$85,285.20	\$89,198.20	
	\$38.75	\$40.45	\$42.62	\$44.75	\$46.86	\$49.01	

Public Health Inspector	\$69,050.80	\$72,090.20	\$75,912.20	\$79,716.00	\$83,465.20	\$87,287.20	
	\$37.94	\$39.61	\$41.71	\$43.80	\$45.86	\$47.96	
Senior Public Health Inspector	\$91,000.00						
	\$50.00						
Registered Practical Nurse	\$47,884.20	\$49,030.80	\$50,177.40	\$51,305.80	\$52,306.80	\$53,671.80	
	\$26.31	\$26.94	\$27.57	\$28.19	\$28.74	\$29.49	
Tobacco Enforcement Officer	\$47,247.20	\$48,375.60	\$49,522.20	\$50,650.60	\$51,797.20	\$52,798.20	\$53,926.60
	\$25.96	\$26.58	\$27.21	\$27.83	\$28.46	\$29.01	\$29.63

Rates of Pay
Effective
Oct 1, 2023

Rate Increase \$1.20

Classifications	Basic	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bookkeeper #1	\$45,136.00	\$46,428.20	\$47,574.80	\$48,703.20	\$49,849.80	\$50,887.20	\$52,070.20
	\$24.80	\$25.51	\$26.14	\$26.76	\$27.39	\$27.96	\$28.61
Bookkeeper #2	\$55,382.60	\$56,656.60	\$57,930.60	\$59,186.40	\$60,460.40	\$61,734.40	
	\$30.43	\$31.13	\$31.83	\$32.52	\$33.22	\$33.92	
Administrative Assistant	\$42,023.80	\$43,152.20	\$44,298.80	\$45,445.40	\$46,592.00	\$47,593.00	\$48,721.40
	\$23.09	\$23.71	\$24.34	\$24.97	\$25.60	\$26.15	\$26.77
Community Worker	\$49,431.20	\$50,559.60	\$51,706.20	\$52,834.60	\$53,981.20	\$54,982.20	\$56,110.60
	\$27.16	\$27.78	\$28.41	\$29.03	\$29.66	\$30.21	\$30.83
Communication Assistant	\$52,179.40	\$53,690.00	\$55,018.60	\$56,365.40	\$57,621.20	\$58,895.20	\$60,296.60
	\$28.67	\$29.50	\$30.23	\$30.97	\$31.66	\$32.36	\$33.13
Computer Technician Analyst	\$65,137.80	\$66,885.00	\$68,632.20	\$70,379.40	\$72,144.80	\$73,983.00	
	\$35.79	\$36.75	\$37.71	\$38.67	\$39.64	\$40.65	
Certified Dental Assistant	\$50,068.20	\$51,214.80	\$52,361.40	\$53,489.80	\$54,490.80	\$55,855.80	
	\$27.51	\$28.14	\$28.77	\$29.39	\$29.94	\$30.69	
Custodian	\$38,547.60	\$39,694.20	\$40,786.20	\$41,951.00	\$43,079.40	\$44,116.80	\$45,081.40
	\$21.18	\$21.81	\$22.41	\$23.05	\$23.67	\$24.24	\$24.77
Epidemiologist	\$72,709.00	\$75,803.00	\$79,752.40	\$83,629.00	\$87,469.20	\$91,382.20	
	\$39.95	\$41.65	\$43.82	\$45.95	\$48.06	\$50.21	

Public Health Inspector	\$71,234.80	\$74,274.20	\$78,096.20	\$81,900.00	\$85,649.20	\$89,471.20	
	\$39.14	\$40.81	\$42.91	\$45.00	\$47.06	\$49.16	
Senior Public Health Inspector	\$93,184.00						
	\$51.20						
Registered Practical Nurse	\$50,068.20	\$51,214.80	\$52,361.40	\$53,489.80	\$54,490.80	\$55,855.80	
	\$27.51	\$28.14	\$28.77	\$29.39	\$29.94	\$30.69	
Tobacco Enforcement Officer	\$49,431.20	\$50,559.60	\$51,706.20	\$52,834.60	\$53,981.20	\$54,982.20	\$56,110.60
	\$27.16	\$27.78	\$28.41	\$29.03	\$29.66	\$30.21	\$30.83

Rates of Pay
 Effective
 Oct 1, 2024
 Rate Increase

\$1.40

Classifications	Basic	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Bookkeeper #1	\$47,684.00	\$48,976.20	\$50,122.80	\$51,251.20	\$52,397.80	\$53,435.20	\$54,618.20
	\$26.20	\$26.91	\$27.54	\$28.16	\$28.79	29.36	\$30.01
Bookkeeper #2	\$57,930.60	\$59,204.60	\$60,478.60	\$61,734.40	\$63,008.40	\$64,282.40	
	\$31.83	\$32.53	\$33.23	\$33.92	\$34.62	\$35.32	
Administrative Assistant	\$44,571.80	\$45,700.20	\$46,846.80	\$47,993.40	\$49,140.00	\$50,141.00	\$51,269.40
	\$24.49	\$25.11	\$25.74	\$26.37	\$27.00	\$27.55	\$28.17
Community Worker	\$51,979.20	\$53,107.60	\$54,254.20	\$55,382.60	\$56,529.20	\$57,530.20	\$58,658.60
	\$28.56	\$29.18	\$29.81	\$30.43	\$31.06	\$31.61	\$32.23
Communication Assistant	\$54,727.40	\$56,238.00	\$57,566.60	\$58,913.40	\$60,169.20	\$61,443.20	\$62,844.60
	\$30.07	\$30.90	\$31.63	\$32.37	\$33.06	\$33.76	\$34.53
Computer Technician Analyst	\$67,685.80	\$69,433.00	\$71,180.20	\$72,927.40	\$74,692.80	\$76,531.00	
	\$37.19	\$38.15	\$39.11	\$40.07	\$41.04	\$42.05	
Certified Dental Assistant	\$52,616.20	\$53,762.80	\$54,909.40	\$56,037.80	\$57,038.80	\$58,403.80	
	\$28.91	\$29.54	\$30.17	\$30.79	\$31.34	\$32.09	
Custodian	\$41,095.60	\$42,242.20	\$43,334.20	\$44,499.00	\$45,627.40	\$46,664.80	\$47,629.40
	\$22.58	\$23.21	\$23.81	\$24.45	\$25.07	\$25.64	\$26.17
Epidemiologist	\$75,257.00	\$78,351.00	\$82,300.40	\$86,177.00	\$90,017.20	\$93,930.20	

	\$41.35	\$43.05	\$45.22	\$47.35	\$49.46	\$51.61	
Public Health Inspector	\$73,782.80	\$76,822.20	\$80,644.20	\$84,448.00	\$88,197.20	\$92,019.20	
	\$40.54	\$42.21	\$44.31	\$46.40	\$48.46	\$50.56	
Senior Public Health Inspector	\$95,732.00						
	\$52.60						
Registered Practical Nurse	\$52,616.20	\$53,762.80	\$54,909.40	\$56,037.80	\$57,038.80	\$58,403.80	
	\$28.91	\$29.54	\$30.17	\$30.79	\$31.34	\$32.09	
Tobacco Enforcement Officer	\$51,979.20	\$53,107.60	\$54,254.20	\$55,382.60	\$56,529.20	\$57,530.20	\$58,658.60
	\$28.56	\$29.18	\$29.81	\$30.43	\$31.06	\$31.61	\$32.23

Employees covered by this Collective Agreement (including, without limitation, and effective October 30, 2007, full-time employees regularly employed for less than 35 hours per week), other than temporary employees (13.02), who were employed by the Employer on a part-time basis, shall be credited with service for the purpose of Appendix "A" on the basis of 1750 hours = 1 year or 1 Step.

APPENDIX B - DENTAL PLAN

Services Covered

Oral Examinations Fillings

Cleaning and Scaling Dental Surgery

Application of Fluoride Anesthesia

X-rays Medication

Consultations Extractions

Endodontic Treatment Stainless Steel Crowns

Denture Repairs, Relining Periodontal Treatment and Rebasing

Oral Hygiene Instruction

Pit & Fissure Sealant

Space Maintainers

Crowns

Bridges

Orthodontic Work

LETTER OF UNDERSTANDING #1

between
Board of Health Peterborough County-City Health Unit
and
Canadian Union of Public Employees
and its Local 4170

The attached Letters of Understanding form part of this collective agreement and are enforceable as such:

Job Evaluation Committee
Article 15.01 (a)(iv) (Vacation Pay)
Early Retirement Benefits
Technological Changes
Alternate Work Schedules
Casual Part-time Employees
Casual Part-Time Employees Supporting Immunization Program

Dated at Ptbo Ontario, this 10th Day of September, 2024

For the Board of Health
For the Peterborough
County-City Health Unit:




Larry Stinson
Larry Stinson (Sep 20, 2024 15:43 EDT)


Donna Churipuy
Donna Churipuy (Oct 7, 2024 09:58 EDT)


Clarence Willms

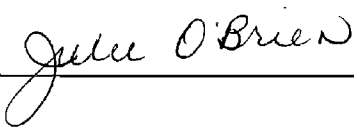
For the Canadian Union of Public
Employees:


P. Pressick (Sep 20, 2024 17:27 EDT)

P. Pressick
P. Pressick (Sep 23, 2024 12:21 EDT)


Elaine McCarthy (Oct 4, 2024 11:21 EDT)


Laura Jack (Oct 4, 2024 11:37 EDT)



LETTER OF UNDERSTANDING #2

between
Board of Health Peterborough County-City Health Unit
and
Canadian Union of Public Employees
and its Local 4170

Re: Job Evaluation Committee


The Employer and the Union shall each appoint three (3) representatives for a Job Evaluation Committee, which shall meet from time to time, as reasonably required, in order to identify job evaluation issues of mutual concern and make recommendations to their respective principals. Meetings of this committee shall be convened on a date(s) and at a time(s)/location(s) acceptable to the said representatives/the parties. The said representatives may consider, discuss and make recommendations in relation to any issue(s) or subject(s) that is/are arguably relevant to the equitable determination of rates of pay and/or classifications set forth in Appendix "A" to the collective agreement. Without limiting the generality of this, in making recommendations, the said representatives shall consider the rates of pay for existing classifications set forth in the said Appendix "A" and the job evaluation system(s) that has/have been used by the Board in achieving and/or maintaining pay equity.

Dated at Ptbo Ontario, this 10th Day of September, 2024

For the Board of Health
For the Peterborough
County-City Health Unit:

For the Canadian Union of Public
Employees:






Larry Stinson
Larry Stinson (Sep 20, 2024 15:43 EDT)

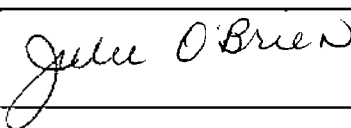
P. Pressick
P Pressick (Sep 23, 2024 12:21 EDT)

Donna Churipuy
Donna Churipuy (Oct 7, 2024 09:58 EDT)

Elaine McCarthy
Elaine McCarthy (Oct 4, 2024 11:21 EDT)







LETTER OF UNDERSTANDING #3

Article 15.01 (a)(iv)

Notwithstanding 15.01 (a) (iv), the Employer shall continue to provide vacation pay entitlement in accordance with article 15:01(a) (i), (ii) or (iii), as these provisions may be amended from time to time, to the following employees, for the duration of their full-time employment with the Employer:

Cheryl Tedford - Community Worker

Dated at Ptbo Ontario, this 10th Day of September, 2024

For the Board of Health
For the Peterborough
County-City Health Unit:


For the Canadian Union of Public
Employees:



Larry Stinson
Larry Stinson (Sep 20, 2024 15:43 EDT)

Donna Churipuy
Donna Churipuy (Oct 7, 2024 09:58 EDT)

Clara Williams



P Pressick
P Pressick (Sep 23, 2024 12:21 EDT)

ea
Elaine McCarthy (Oct 4, 2024 11:21 EDT)

Laura Jack
Laura Jack (Oct 4, 2024 11:37 EDT)

Julie O'Brien

LETTER OF UNDERSTANDING #4

between
Board of Health Peterborough County-City Health Unit
and
Canadian Union of Public Employees
and its Local 4170

Re: EARLY RETIREMENT BENEFITS

Any arrangements regarding the Employer's policy on Early Retirement affecting employees represented by the Union/covered by the collective agreement shall be made in consultation with the Union.


The Employer agrees to maintain its policy on Early Retirement Benefits #12-40 (last reviewed and approved on January 7, 2008, from original Board of Health Motion #88-135, November, 1988).

Dated at Ptbo Ontario, this 10th Day of September, 2024

For the Board of Health
For the Peterborough
County-City Health Unit:

For the Canadian Union of Public
Employees:





Larry Stinson
Larry Stinson (Sep 20, 2024 15:43 EDT)

P. Pressick
P Pressick (Sep 23, 2024 12:21 EDT)

Donna Churipuy
Donna Churipuy (Oct 7, 2024 09:58 EDT)

Elaine McCarthy
Elaine McCarthy (Oct 4, 2024 11:21 EDT)

Clara Williams

Laura Jack
Laura Jack (Oct 4, 2024 11:37 EDT)

Julie O'Brien

Policy

Benefits, Early Retirement

Original: Approved by the Board of Health on November, 1988
(Motion #88-135)

Latest Revision: Approved by the Chair of the Board of Health on March 8, 2000

Reviewed by: Medical Officer of Health, Dr. Garry Humphreys, on January 7, 2008.

1. Eligibility

All regular full-time employees:

- (a) who have attained the age of 60 years or have qualified under the OMERS pension plan "early retirement factor"; and
- (b) who have 15 or more years of service with the Peterborough County-City Health Unit.

2. Participation

All employees are covered by this policy except for those employees who qualify for spousal exemption.

3. Contributions

The Board of Health will pay 100% of the premiums for the benefits listed below. Extended Health Care and Semi-Private Hospital Coverage is the same as the coverage offered to regular full-time employees except for a \$10,000.00 lifetime maximum for out-of-province/ Canada coverage.

4. Termination

All coverage will terminate on the employee's 65th birthday.

LETTER OF UNDERSTANDING #5

between
Board of Health Peterborough County-City Health Unit
and
Canadian Union of Public Employees
and its Local 4170

Re: TECHNOLOGICAL CHANGE

Upon request from the Union the Employer agrees to meet to discuss the concerns of both parties with respect to technological changes in the workplace.

Dated at Ptbo Ontario, this 10th Day of September, 2024

For the Board of Health
For the Peterborough
County-City Health Unit:




Larry Stinson
Larry Stinson (Sep 20, 2024 15:43 EDT)


Donna Churipuy
Donna Churipuy (Oct 7, 2024 09:58 EDT)

Clarence Willms

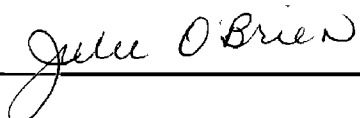
For the Canadian Union of Public
Employees:



P Pressick
P Pressick (Sep 23, 2024 15:21 EDT)


Elaine McCarthy (Oct 4, 2024 11:21 EDT)


Laura Jack (Oct 4, 2024 11:37 EDT)



LETTER OF UNDERSTANDING #6

between
Board of Health Peterborough County-City Health Unit
and
Canadian Union of Public Employees
and its Local 4170

Re: ALTERNATIVE WORK SCHEDULES


The Employer commits to establishing a policy on flexible workplace arrangement within one (1) year of ratification of the Collective Agreement.

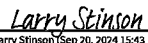
Dated at Ptbo _____ Ontario, this 10th _____ Day of September _____, 2024

For the Board of Health
For the Peterborough
County-City Health Unit:


For the Canadian Union of Public
Employees:








Larry Stinson (Sep 20, 2024 15:43 EDT)



P Pressick (Sep 23, 2024 12:21 EDT)



Donna Churipuy (Oct 7, 2024 09:58 EDT)



Elaine McCarthy (Oct 4, 2024 11:21 EDT)





Laura Jack (Oct 4, 2024 11:37 EDT)



LETTER OF UNDERSTANDING #7

between
Board of Health Peterborough County-City Health Unit
and
Canadian Union of Public Employees
and its Local 4170

Re: CASUAL PART-TIME EMPLOYEES

Whereas the Employer requires employees to be available for the purpose of backfilling Certified Dental Assistants (CDAs), and Custodians who are away from work; and

Whereas there is no designation in the Collective Agreement to provide for "casual" status of part-time CDAs, and Custodians;

In order to ensure that the Employer may conduct its business efficiently and provide continuity of services to the community;

It is mutually agreed and understood:

1. The Employer may hire "casual employees" for the sole purpose of serving as "backfill" for any absences of permanent CDAs and Custodian(s) who call in to advise they will be absent from work for reasons including but not limited to short notice call ins; and
2. Other than being used as "backfill", casual CDAs and Custodians shall not be used to displace regular part time and/or full time CDAs and Custodian(s); and
3. The current complement of five (5) full-time CDA(s) and one (1) full-time Custodian, shall not be diminished as a result of the use of casual part-time employees; and
4. Notwithstanding Article 13.10 of the Collective Agreement, "work on Saturday", in the event that a permanent CDA or Custodian is unable to report for work, the Employer shall first offer the shift to the other permanent CDA or Custodian employee(s). After which, if the shift is still available, the Employer may call one of the employees listed as "casual"; and
5. The Employer shall ensure that all casual CDAs and Custodians will receive equitable distribution of shifts within their classification based on their availability; and
6. All Employees shall be paid the rate of pay for all hours worked and shall be paid the greater of the classification for which they are backfilling or their own rate of pay; and

7. In the event that any “casual” employee regularly works more than ten (10) hours bi-weekly, the Employer agrees to post an additional permanent part-time position within the classification; and
8. Any and all “casual” CDAs and Custodians hired shall receive all rights and benefits as afforded to part-time permanent employees and shall receive the appropriate wage rate as per Schedule “A”; and
9. Upon request the Employer shall report all hours worked by casual employees to the Union President each quarter.

Dated at Ptbo Ontario, this 10th Day of September, 2024

For the Board of Health
For the Peterborough
County-City Health Unit.


For the Canadian Union of Public
Employees:



Larry Stinson
Larry Stinson (Sep 20, 2024 15:43 EDT)

Donna Churipuy
Donna Churipuy (Oct 7, 2024 09:58 EDT)

Clara Williams



P Pressick
P Pressick (Sep 23, 2024 12:21 EDT)

Elaine McCarthy
Elaine McCarthy (Oct 4, 2024 11:21 EDT)

Laura Jack
Laura Jack (Oct 4, 2024 11:37 EDT)

Julie O'Brien

LETTER OF UNDERSTANDING #8

between
Board of Health Peterborough County-City Health Unit
and
Canadian Union of Public Employees
and its Local 4170

Re: CASUAL PART-TIME EMPLOYEES SUPPORTING THE IMMUNIZATION PROGRAM

Whereas the Employer requires casual part-time employees (AA, RPN, IT) to support the operational requirements of the Immunization Program; and

Whereas there is no designation in the Collective Agreement to provide an employee "casual" status; and

In order to ensure that the Employer may conduct its business efficiently and provide continuity of services to the community;

It is mutually agreed and understood:

1. There will be no reduction in current hours or positions of permanent staff in the Immunization Program as a result of the use of casual staff; and
2. The casual part-time employee will be hired on a temporary contract and that there is no guarantee of hours of work; and
3. Any and all "casual" part-time employees shall receive all rights and benefits as afforded to part-time permanent employees and shall receive the appropriate wage rate as Schedule "A"; and
4. Upon request the Employer shall report all hours worked by casual part-time employees to the Union President each quarter.

Dated at Ptbo Ontario, this 10th Day of September, 2024

For the Board of Health
For the Peterborough
County-City Health Unit.

For the Canadian Union of Public
Employees:

[Signature]

P Pressick
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[Signature]
Laura Jack (Oct 4, 2024 11:37 EDT)

[Signature]

Julie O'Brien
