

# **COLLECTIVE AGREEMENT**

**between**

**THE CORPORATION OF THE LEEDS,  
GRENVILLE AND LANARK DISTRICT HEALTH  
UNIT (“the Employer”)**

**- and -**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 1559  
 (“the Union”)**

**APRIL 1<sup>st</sup>, 2024 to MARCH 31<sup>st</sup>, 2026**

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## **ARTICLE 1 - PURPOSE**

1:01 WHEREAS the parties are desirous of concluding an agreement for the purposes of assuring, promoting and maintaining stability and harmony in the workplace respecting the terms and conditions of employment of employees in the bargaining unit;

AND WHEREAS the parties wish to co-operate to provide the best possible public health services;

NOW THEREFORE WITNESSETH that the parties have agreed hereto as follows:

## **ARTICLE 2 – MANAGEMENT RIGHTS**

2:01 The union recognizes that the employer retains the historical rights of management save insofar as they are modified by this Agreement.

2:02 The union acknowledges that it is the exclusive function of the employer to hire, promote, demote, transfer, suspend, discipline or discharge an employee, provided that a claim by an employee who has acquired seniority, that the employee has been dealt with contrary to the provisions of this Agreement or disciplined or discharged without just cause may be the subject of a grievance and dealt with as hereinafter provided.

2:03 The union further recognizes the exclusive right of the employer to operate and manage the Health Unit in all respects in accordance with its commitments and its obligations and responsibilities; the right to decide on the number, type and qualifications of employees needed by the employer at any time; the number and location of its offices, clinics required at any time; the right to use modern methods, machinery and equipment.

Jurisdiction over all its required offices is exclusively vested in the employer.

The employer also has the right to make and alter and amend from time to time rules and regulations to be observed by the employees. Any changes in the rules and regulations shall be posted on all designated bulletin boards. The employer agrees that any such rules shall not conflict with the provisions of this Agreement.

### **ARTICLE 3 - RECOGNITION AND NEGOTIATION**

- 3:01 The employer recognizes the Canadian Union of Public Employees and its Local 1559 as the sole and exclusive collective bargaining agency for all of its employees save and except Assistant Directors and Managers, persons above the rank of Assistant Directors and Managers, Registered Nurses, Nutritionists, Therapists, Accountants, Social Workers, Planning, Evaluation, and Promotion Consultants, Health Information Specialist, Computer Support Specialists, Dietitians, and Epidemiologists, and hereby consents and agrees to negotiate with the union, or any of its authorized Committees, concerning all matters affecting the relationship between the parties to this Agreement, looking towards a peaceful and amicable settlement of any difference that may arise between them.
- 3:02 (a) Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit, except for purposes of instruction, experimenting or when regular employees are not available, willing or free to do the work provided that the act of performing the aforementioned operations, in itself, does not reduce the regular hours of work or regular pay of an employee.
- (b) Permanent employees filling temporary positions will return to their former position when the term expires.
- 3:03 No employee shall be required or permitted to make any written or verbal agreement with the employer or their representative which may conflict with the terms of this Collective Agreement.

### **ARTICLE 4 - UNION SECURITY**

- 4:01 All employees who are now members of the union shall remain members of the union and all new employees shall become members of the union within thirty (30) days of employment as a condition of employment, in accordance with the constitution and by-laws of the union.
- (a) "Employer" – the employer is the Leeds, Grenville and Lanark District Health Unit, also referred to as the Health Unit.
- (b) "Permanent Full-Time Employee" – is an employee hired by the Health Unit in a continuing position and who works an average of thirty-five (35) hours (thirty-seven (37) hours for PHIs) or more per calendar week.

#### 4.01 Continued

- (c) "Permanent Part-Time Employee" – is an employee hired by the Health Unit in a continuing position and employed less than an average of thirty-five (35) hours (thirty-seven (37) hours for PHIs) per calendar week per year.
- (d) "Term Employee" – is an employee hired by way of an external posting, after the internal posting process is exhausted, for more than thirty (30) days, to cover a temporary vacancy not exceeding eighteen (18) months. A term employee is covered under the terms of Article 31 (Term Employees) of the Collective Agreement. Should a term position be required to extend beyond eighteen (18) months, it shall be extended only by mutual agreement between the Health Unit and the Union.
- (e) "Casual Employee" – is an employee hired to replace employees on an intermittent basis. A casual employee is covered under the terms of Article 30 of the collective agreement.

4.02 Each of the parties hereto agrees that there will be no discrimination, interference or coercion exercised or practiced upon any employee on account of membership or non-membership in the union. The parties further agree that there shall be no discrimination on grounds prohibited by the *Ontario Human Rights Code*, as amended from time to time.

4.03 Freedom from harassment is a fundamental right of everyone in the workplace. In order to create an environment that enhances the dignity and self-worth of its employees, the parties are committed to a harassment-free workplace strategy of prevention and elimination which includes policy and implementation guidelines, communications, training and education, and a complaint-resolution process.

4.04 The employer agrees that there shall be no contracting out of existing work or jobs covered under Schedule "A" coming within the scope of the recognition clause of this Collective Agreement, however it is agreed that the employer shall be entitled to contract out new work or jobs created by reason of any expansion so long as no employee shall suffer a loss or diminution of employment by reason of such contracting out.

**ARTICLE 5 - CHECK-OFF OF UNION DUES**

- 5:01 After four (4) weeks of employment, the employer shall deduct from every employee any monthly union dues owing by them to the union. Such union initiation fees as may become due in accordance with the union's constitution and/or by-laws shall be deducted upon completion of the employee's probationary period. The Secretary-Treasurer of the union shall notify the employer in writing as to the amount of deductions to be made for monthly dues, initiation fees or assessments.
- 5:02 Deductions shall be made from each payroll and forwarded to the National Secretary-Treasurer of the union by the 15th day of the month following such deduction, accompanied by a list of the names of all employees from whose wages deductions have been made. A copy of this list shall be forwarded by the employer to the Secretary- Treasurer of the union.
- 5:03 The union shall indemnify and save the employer harmless with respect to all dues so deducted and remitted.

**ARTICLE 6 - ACQUAINTING NEW EMPLOYEES**

- 6:01 The employer agrees to acquaint new employees with the fact that a union agreement is in effect, and with the conditions of employment set out in Articles 4 and 5.
- 6:02 The employer shall forward to the Secretary of the Union the names, personal email addresses and personal phone numbers of all new bargaining unit employees within thirty (30) days after their start date.
- 6:03 During the first month of initial employment, a Union representative shall be allowed up to thirty (30) minutes within working hours for a discussion with a newly hired employee. It is agreed that this should be arranged within the Union representative's ordinary schedule and shall not result in overtime premium or travel expenses. Such meetings may be arranged collectively or individually.

6.04 By the end of July and December of each year, the Employer shall provide the Union with a list of names of all employees covered by this Agreement.

The list will include a mailing list of home addresses, personal email addresses and personal telephone numbers for all CUPE members. The list will be generated from the information that the Employer has on file. The Employer will not be held liable for the accuracy of the list nor for the use of the information by the Union.

#### **ARTICLE 7 - CORRESPONDENCE**

7:01 All correspondence between the parties, arising out of this Agreement, or incidental thereto, shall pass to and from the HR Manager or their designate of the Employer and the Secretary of the Union or their designate. A copy of all such correspondence will be sent to the National Representative.

#### **ARTICLE 8 - LABOUR MANAGEMENT RELATIONS**

8:01 No individual employee or group of employees shall undertake to represent the union at meetings with the employer without proper authorization of the union. In order that this may be carried out, the union will supply the employer with the names of its officers. Similarly, the employer will, if requested, supply the union with a list of its supervisory or other personnel with whom the union may be required to transact business.

8:02 (a) The employer agrees to recognize a union Negotiating Committee consisting of no more than four (4) employees plus one (1) alternate employee, along with the CUPE National Representative, elected or otherwise selected by the union for the purpose of re-negotiating any renewal of this Agreement. It is understood and agreed that persons so appointed shall suffer no loss of pay by reason of time necessarily spent during working hours in negotiations with the employer up to and including conciliation. The union will advise the employer at least two (2) weeks in advance of the first day set for negotiations of names of the members of its Negotiating Committee so that arrangements may be made for their absence.

8.02 (a) Continued

The Union will endeavour to make their committee representative of the different disciplines from the bargaining unit. It is further agreed that both the Management and the Union's Negotiating Committees will consist of equal numbers unless otherwise agreed by the parties. The alternate employee is permitted to attend all negotiation meetings.

- (b) The employer agrees that the four (4) employees and an alternate, who are members of the Union Negotiating Committee will be given two (2) days (or four (4) one-half (1/2) days) each, time off for the purpose of preparing the union's proposals prior to the commencement of collective bargaining. It is understood and agreed that employees who are appointed to the negotiating committee have their regular duties to perform on behalf of the employer and that they shall not unnecessarily absent themselves from work in order to participate in negotiation preparation. Accordingly, it is agreed that a member of the negotiating committee is obliged to obtain permission from their direct work supervisor before leaving work to participate in such negotiation preparation. The employer agrees that such permission shall not be unreasonably withheld. During such leave of absence, the employees' salary and applicable benefits shall be maintained by the employer and the union agrees to reimburse the Health Unit in the amount of the employees' daily rate of pay and the cost of maintaining the employees' benefits during such leave of absence.
- (c) The employer agrees to recognize a union grievance committee consisting of up to three (3) employees appointed or otherwise selected from among employees of the employer in the bargaining unit to assist employees in the presentation and processing of complaints arising under the terms of this Agreement. It is understood and agreed that the grievance committee so appointed shall be entitled to have the assistance of a representative of the Canadian Union of Public Employees when dealing with the employer.
- (d) It is understood and agreed that employees who are appointed to the grievance committee have their regular duties to perform on behalf of the employer and that they shall not unnecessarily absent themselves from work in order to process employee complaints or grievances. Accordingly it is agreed that a member of the grievance committee is obliged to obtain permission from their direct work supervisor before leaving work to investigate or process employee complaints or grievances and document this time in the explanation section of their time record. The employer agrees that such permission shall not be unreasonably withheld.

- 8:03 The union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the employer. Such representatives shall have access to the employer's premises during normal working hours in order to investigate and assist in the settlement of a grievance. All parties will conduct themselves in accordance with Articles 4:02 and 4:03.
- 8:04 A Labour Management Committee shall be established of not more than four (4) representatives of the union that are employees of the employer and four (4) representatives of the employer. Both the union and the employer are able to bring an extra representative that will not be a voting representative. The purpose of the Committee shall be to discuss matters of mutual concern to the union and the employer, however no matter which is being processed through the grievance procedure or the subject matter of negotiation shall be discussed at such meetings. The Committee shall meet at least three (3) times per year. Where possible each party shall provide the other with an agenda of the matters to be discussed. In the event either party wishes to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement. All parties shall conduct themselves in accordance with Articles 4:02 and 4:03.
- 8:05 The parties acknowledge the value of a joint job evaluation process. The parties agree that the established CUPE Gender Neutral Job Evaluation Plan and Terms of Reference-Definitions shall govern in the handling of any matter related to the work of the Committee.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9:01 Should any difference arise between the employer and an employee or employees as to the interpretation, application or alleged violation of the provisions of this Agreement, they shall be taken up in the following manner:
- 9:02 The employee shall discuss the matter in question verbally with their supervisor to see if it can be explained or adjusted. If the matter in question involves the alleged conduct of the employee's direct supervisor, the employee shall discuss the matter verbally with the HR Manager or designate. Failing settlement at this stage, or if the employee feels they would like to submit a grievance at Step No. 1, then the following shall apply.

- 9:03      STEP 1  
When an employee or one designated member of a group has a legitimate grievance, the union shall submit the grievance in writing to the immediate supervisor. Such grievance shall be signed by the employee involved and shall be submitted within fifteen (15) working days of the occurrence of the grievance or fifteen (15) working days from the time the employee should have known of the event upon which the grievance was based. The immediate supervisor shall give their reply in writing to the union with a copy to the grievor not later than ten (10) working days following receipt of the written grievance.
- 9:04      STEP 2  
If the written decision of the supervisor is not satisfactory to the employee, the Union Grievance Committee may refer the written grievance to the Medical Officer of Health/Chief Executive Officer or designate within seven (7) working days following the receipt of the reply from the supervisor. A meeting shall be arranged within ten (10) working days before such written appeal is processed unless both parties agree not to meet. The Medical Officer of Health/Chief Executive Officer or designate shall render their decision in writing to the Union Grievance Committee with a copy to the grievor not later than seven (7) working days following presentation of the grievance to the Medical Officer of Health/Chief Executive Officer or designate. If the decision of the Medical Officer of Health/Chief Executive Officer or designate is not satisfactory, the Union will notify the Medical Officer of Health/Chief Executive Officer or designate within ten (10) working days and then the dispute may be submitted to arbitration/mediation as covered under Article 11 of this Agreement.
- 9:05      Either the employer or the union may require the employee or a member of the group of employees involved in the grievance being appealed, to be present at such meeting.
- 9:06      A written grievance shall contain a clear and concise statement concerning the complaint, the persons involved, the date on which the alleged grievance occurred, the Articles in violation and the relief sought. A grievance shall be returned to the Union if it fails to comply with these requirements and the Union shall have an additional five (5) working days to resubmit a grievance that conforms to this section.
- 9:07      The time limits fixed in both the grievance and arbitration procedures may be extended by consent of the parties of this Agreement.
- 9.08      Policy Grievance  
Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, such dispute or grievance will be initiated at Step 2. Prior to the filing of the written policy grievance, there will be a discussion of the alleged grievance between the Union and the Human Resources Manager or designate.

## **ARTICLE 10 – TIME LIMITS**

- 10:01 If at any step, the grievance has not been processed by the Union, the grievance shall be deemed to have been settled and/or withdrawn. If at any step of the grievance procedure the grievance has not been processed by the Employer within the prescribed time limits, the grievance may be advanced to the next step by the Union.
- 10:02 For purposes of the Grievance and Arbitration/Mediation Articles, it is understood that all time limits therein are mandatory and shall be deemed to be exclusive of Saturdays, Sundays, and paid holidays.
- 10:03 Notwithstanding s.48(16) of the Ontario Labour Relations Act, as amended, the time limits detailed in the grievance and arbitration/mediation procedures are to be adhered to and may not be extended by an arbitrator or mediator except by the mutual written consent of the parties of this Agreement.

## **ARTICLE 11 – ARBITRATION/MEDIATION**

- 11:01 After the grievance procedures as set out in Article 9 have been exhausted, and before an Arbitrator is contacted under this Article, as provided for in s. 50 of the Labour Relations Act, either Party shall seek the services of a Grievance Mediation Officer to assist in resolving the Parties' differences. It is agreed that the services of a Grievance Mediation Officer will only be retained on the written consent of both Parties within 20 working days following receipt of the response from the Medical Officer of Health/Chief Executive Officer or designate from Step 2 of the grievance procedure. In the event a Grievance Mediation Officer is appointed, a referral to arbitration shall be delayed until after the Grievance Mediation Officer has conducted a meeting of the Parties. The Parties shall equally share the expense of the Grievance Mediation Officer.
- 11:02 If not referred to or settled at mediation, the matter may be referred to a sole arbitrator to hear the matter.
- 11:03 The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final upon the parties and upon any employees affected by it.
- 11:04 Employees whose attendance is required at arbitration hearings shall receive permission to be absent from work. Time spent by such employees at arbitration proceedings shall be considered time worked.

- 11 05 The Arbitrator shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for any existing provisions nor to give any decision inconsistent with the terms and provisions of this Agreement.
- 11 06 Each of the parties to this Agreement will equally bear the expenses of the Arbitrator and of its own witnesses.
- 11 07 In view of the orderly procedure established by this Agreement for the settling of disputes and the handling of grievances, the union agrees that, during the lifetime of this Agreement, there will be no strike and the employer agrees that there will be no lock-out.

#### **ARTICLE 12 – MANAGEMENT AND UNION GRIEVANCE**

- 12:01 It is understood that management may submit to the union any complaint with respect to the conduct of the union, its officers or members, or any complaint that a contractual obligation undertaken by the union in this Agreement has been violated.

Such complaints, if not resolved by verbal discussion shall be submitted in writing by management and delivered or forwarded to the Secretary of the union, whereupon it shall be discussed at Step No. 2 of the grievance procedure. Failing a satisfactory settlement within ten (10) days after the meeting of Step No. 2, the employer may refer it to arbitration/mediation in accordance with the provisions of Article 11.

#### **ARTICLE 13 - DISCHARGE, SUSPENSION AND DISCIPLINE**

- 13:01 Whenever the employer deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring their work up to a required standard by a given date, the employer shall, within five (5) days thereafter, give written particulars of such censure to the local President of the union, with a copy to the employee involved.
- 13:02 Written warnings given to employees shall be removed from the employee's file and shall not be used against an employee if the employee has not been the subject of any disciplinary action for a period of eighteen (18) months after the date of the written warning.

13:03 Where the employer intends to call a meeting for termination of an employee's employment, the union president or designate shall be notified in advance of the reason for the meeting. The union president or designate agrees not to share that information with the employee prior to the employer having been given the opportunity to present it to the employee at the meeting.

#### **ARTICLE 14 - PROBATION**

14:01 (a) An employee shall not acquire seniority rights and will be on probation for a period of six (6) months. Upon satisfactory completion of the probationary period the employee shall acquire seniority and be placed on the seniority list and credited with seniority dated to the last date of hire with the employer.

(b) Subject to the above, every employee shall have the right to grieve any other matter coming within the scope of this Agreement and shall otherwise enjoy the rights, privileges and benefits of this Agreement. This provision shall also apply to probationary employees with the exception that probationary employees shall not have the right to grieve their discharge during the probationary period unless the reasons for such dismissal are arbitrary, discriminatory or in bad faith, or the dismissal is a result of exercising a right under the collective agreement.

14:02 Probationary employees shall be given a written performance evaluation every two (2) months during probation in order to ensure that the employee has every opportunity to be successful.

14:03 Where there may be concerns regarding a probationary employee's performance, they shall first be notified verbally of the performance concerns as soon as practical. Should the concerns not be resolved, the probationary employee shall be notified in writing at the earliest opportunity. This notice shall include particulars of the work performance which led to such concerns. If these concerns are not brought to the employee's attention, they shall not become a part of their record for use against the employee at any time.

14:04 With the written consent of the employer, the probationary employee and the President of the local union or their designate, the probationary period may be extended if the employer shows reasonable grounds for an extension. Any extensions agreed to will be in writing and will be to a maximum of two (2) months worked.

## ARTICLE 15 - SENIORITY

- 15:01 Seniority shall accrue in accordance with the number of days worked by an employee during a regular work week. Seniority will accrue to an employee who is on an approved leave of absence for union business, or drawing benefit from Workplace Safety and Insurance Board. Such seniority, as shown on the last posted seniority list, shall be used in determining preference for lay-offs and re-calls in accordance with Article 17.
- 15:02 The employer shall maintain a seniority list showing the number of days of accumulated seniority for each employee. An up-to-date seniority list shall be sent to the union and posted electronically on the intranet by March 31<sup>st</sup> of each year. In addition, when giving notice of lay-off, the employer shall provide the union with an up-dated copy of the seniority list within five (5) working days of said notice.
- 15:03 An employee shall maintain but not accumulate seniority rights if they are absent from work because of lay-off of two (2) years or less, or leave of absence approved by the employer.
- 15:04 An employee's seniority rights shall cease, and employment will be terminated, for any of the following reasons:
- (i) they are discharged for just cause and not reinstated;
  - (ii) they resign;
  - (iii) they are absent from work in excess of five (5) working days without sufficient cause or without notifying the employer;
  - (iv) they fail to return to work within seven (7) calendar days following lay-off and after being notified by registered mail to do so, unless through sickness or other just cause. It shall be the responsibility of the employee to keep the employer informed of their current address;
  - (v) they are laid off for a period longer than twenty-four (24) months;
  - (vi) following lay-off they have accepted a severance package;
  - (vii) they are a casual employee who has not worked for the employer for a period of twelve (12) months.
- 15:05 No employee shall be assigned to a position outside the bargaining unit without their consent. If an employee consents to a position outside the bargaining unit the employee shall retain their seniority acquired at the date of leaving the bargaining unit for a period of twelve (12) months, but will not accumulate any further seniority. At the end of this twelve (12) month period, should the employee remain outside the bargaining unit, seniority will be lost and the name of such employee will be removed from the seniority list.

- 15:06 An employee shall accumulate seniority during an absence due to injury or illness for twenty-four (24) months. If the employee recovers within twenty-four (24) months they will be returned to their former position or a comparable position if available. After twenty-four months the employee shall be deemed terminated and the employee's former position may be filled through the job posting procedures.
- 15:07 It is understood that during an approved unpaid leave of absence not exceeding ten (10) working days or any approved leave of absence paid by the employer, seniority will accrue. There shall be no interruption of benefits provided in this Collective Agreement. In the case of an unpaid leave of absence exceeding ten (10) working days in a calendar year, all benefits including Vacations (Article 21), Disability Income Protection (Article 22), and all Other Benefits (Article 25) will be interrupted and/or pro-rated for the period of such leave and seniority will not accrue.

#### **ARTICLE 16 - JOB POSTING**

- 16:01 (a) When a vacancy occurs or a new position is created inside of the bargaining unit, the employer shall notify the union and post the job for seven (7) working days. At the time a job is posted the employer will notify all staff, via their employer email address.
- (b) At the same time as the postings are posted, the employer will send a copy of the posting to the union email address of the Secretary of the Union, which will be provided by the President or Designate.
- 16:02 Such posting shall contain the following information: job title, identification number, position summary, current work assignment, primary location, travel expectations, salary range, skills and qualifications required.
- 16:03 The Secretary of the union will be notified of all appointments, hirings, lay-offs, transfers, recalls, term extensions and terminations of employment (including temporary employment) of those within the bargaining unit.
- 16:04 If a vacant position has not been filled after thirty (30) calendar days, the union will be notified.
- 16:05 Both parties recognize the principle of promotion within service of the employer. Therefore in making staff changes, transfers, or promotions, appointments shall be made of the applicant with the greatest seniority having the required skills and qualifications.

- 16:06 The successful applicant shall be placed on a familiarization period of ninety (90) calendar days. Conditional on satisfactory performance, such familiarization promotion shall become permanent after ninety (90) calendar days, for all employees within the bargaining unit. If the employee finds they are unable to perform the duties of the new position, they shall be returned to their former position without loss of seniority, and wage or salary of former position. In the event the successful applicant proves unsatisfactory in the position during the aforementioned familiarization period, they shall be returned to their former position without loss of seniority, and wage or salary of former position. Any other employee promoted or transferred because of the re-arrangement of positions shall be returned to their former position without loss of seniority, and wage or salary of former position. If the former position referred to herein no longer exists, the returning employee(s) will receive notice of lay-off in accordance with Article 17.
- 16:07 The successful applicant shall be moved to the grid step in the higher classification which produces the higher wage rate by either placing the employee on the closest grid step which is higher than their current wage rate or by placing the employee at the start of the grid in the higher classification and then give credit for experience relative to the position in accordance with Article 24.07, which allows for one (1) increment for every two (2) years of recognized experience.
- 16:08 Residence not pertinent to performance of work shall not be considered in hiring, placement, promotion, salary determination, or any other terms of employment.
- 16:09 The parties agree that the Team Leader role within the CUPE Bargaining Unit will be posted in accordance with this Article. The posting will include the duration of the term at a maximum of 2 years, the number of hours per week, and the required skills and qualifications for the team leader role.
- Compensation for the hours worked in the team leader role will be in accordance with Article 24. For the purposes of OMERS, these earnings will be defined as contributory earnings effective October 29, 2012.

## **ARTICLE 17 - LAY-OFFS AND RECALLS**

- 17:01 Lay-off shall mean the discontinuation of a position or the reduction in hours of the individual position(s) by twenty percent (20%) or more due to lack of work or reduction or discontinuance of a service or services.
- 17.02 Any employee about to be laid off may accept the layoff or displace or bump another employee according to Section 17:03.

- 17:03 An employee in receipt of notice of lay-off may, if qualified to do the work to be performed, displace an employee with less bargaining unit seniority, in the following order, according to the following provisions:
- (a) they will displace a junior employee in the reverse order of seniority (starting at the bottom of the most up-to-date seniority list) who is in the same classification, same category (or lower), same number of hours of work (or if employed less than full time hours at the time of the lay-off, the same or higher number of hours), in their present office location.
  - (b) failing the availability of such a position, they will displace a junior employee in the reverse order of seniority in the same classification, in the same category (or lower), same number of hours of work (or if employed less than full-time hours at the time of the layoff the same or higher number of hours) in any other location.
  - (c) failing the availability of such a position, they will have the option to displace a junior employee in the reverse order of seniority in a lower classification, any category, and any number of hours, in any location. If they select this option and are qualified to do the work to be performed, they will assume the salary of the lower classification.
- 17:04
- (a) Employees displacing employees within the same classification, in the same category or lower, will retain their current position in their current grid until such time as the job rate has been equaled or surpassed by the salary grid into which they bumped.
  - (b) In no event is this red-circled rate to be used as the job rate for pay equity or job evaluation purposes.
  - (c) The displacing employee shall be placed on trial for a period of ninety (90) calendar days. Conditional on satisfactory performance, such trial position shall become permanent after ninety (90) calendar days, for all employees within the bargaining unit. In the event the displacing employee proves unsatisfactory in the position during the aforementioned trial period, or if the displacing employee finds they are unable to perform the duties of the new job classification, they shall be returned to their former position without loss of seniority, and wage or salary of former position. If the former position no longer exists, the returning employee(s) will receive notice of lay-off in accordance with this protocol.
- 17:05 Employees shall be recalled in order of their seniority, providing they are qualified to do the work.

- 17:06 In the event that the employer proposes a lay-off, prior to such lay-off, the employer shall meet with employees affected and representatives of the CUPE Local 1559 to discuss the reasons causing the lay-offs and the method in which the lay-off is to be implemented including those areas of cut-back and the employees to be laid off. Affected employees and CUPE Local 1559 shall be given written notice of lay-off or pay in lieu thereof in an amount equal to twice that required by the Employment Standards Act.
- 17:07 Copies of job postings will be forwarded by courier to the last known address of employees who have recall rights in accordance with Article 15:04 (v), within forty-eight (48) hours of notice being posted according to Article 16. Such postings shall be limited to those positions for which the employee indicated interest, in writing, at the time of lay-off.
- 17:08 No new employee shall be hired until employees on lay-off who are qualified to perform the available work have been recalled.

#### **ARTICLE 18 - HOURS OF WORK**

- 18:01 (a) Except for PHI Classifications, the regular work week shall consist of thirty-five (35) hours. The total hours shall consist of five (5) daily units times seven (7) hours exclusive of lunch period. Normal work days shall be Monday to Friday, inclusive. Work in excess of seventy (70) hours per pay period with the prior approval of the supervisor shall be regarded as overtime. Normal hours of work to be 8:30 a.m. - 4:30 p.m. with one (1) hour for lunch and two (2) fifteen (15) minute coffee breaks each day. Breaks are not cumulative, nor does the lack of a break period result in overtime or flex time.
- (b) For all Public Health Inspector Classifications the regular work week will be thirty-seven (37) hours. Normal work days shall be Monday to Friday, inclusive. Work in excess of seventy-four (74) hours per biweekly pay period with the prior approval of the supervisor shall be regarded as overtime. Normal hours of work are between 8:00 a.m. – 5:00 p.m. with one (1) hour for lunch and two (2) fifteen (15) minute coffee breaks each day. Breaks are not cumulative, nor does the lack of a break period result in overtime or flex time.

- 18:02 Full or part time employees or the employer may request flexible work schedules within the following parameters:
- a) Prior approval must be received by the supervisor;
  - b) Normal starting time may not be earlier than 7:00 a.m. and normal finishing time may not be later than 10:00 p.m.;
  - c) The maximum working period each day (excluding the lunch period) shall not exceed twelve (12) hours;
  - d) The maximum total working period over a two (2) week period shall not exceed seventy (70) hours (74 PHI);
  - e) Any time off in accordance with such a flexible working schedule shall be taken at a mutually convenient time within the pay period;
  - f) Any day of leave authorized under Article 23, any day of sick leave, recognized holiday or a vacation day shall be considered as a seven (7) hour day (7.4 hours for PHI);
  - g) Any person working in excess of seven (7) hours (7.4 hours for PHI) per day shall be excluded from the provisions of Article 19, unless they are working beyond their regular day on authorized overtime;
  - h) A request by an employee/employer for a schedule other than core hours must be evaluated objectively by the supervisor, taking into consideration the operational requirements of the services and the impact such a schedule would have on the work of the other employees;
  - i) A request for a flexible work schedule shall be responded to within thirty (30) calendar days of receipt of the request by the supervisor;
  - j) A request for a flexible work schedule shall not be refused without a clear explanation to the employee or employer of the sound reason, which prevents approval;
  - k) A change to the work schedule may be required by the Employer under these same parameters.
  - l) The party requesting an ongoing change to the regular schedule will provide a minimum two (2) weeks written notice for such request.

18:03 The employer may approve occasional or incidental changes to an employee's regular daily work schedule providing such arrangement does not result in any overtime premium.

18:04 Flex Time Bank

The Flex Time Bank is for an employee directed accumulation of hours (flex time) worked beyond the regular hours of work, as per Article 18:01. Employees can choose, without the supervisor approval to work an additional five (5) hours beyond the regular hours in a given pay period. This allows the employee to balance their workload across more than one (1) pay period.

#### 18.04 Continued

Employees must submit an absence request for supervisor approval to take any banked flex time hours off in a subsequent pay period. Program needs will determine whether the request is approved by the supervisor.

The total hours in the Flex Time Bank cannot exceed twenty-one (21) hours (prorated for part-time and job share employees) twenty-two point two (22.2) hours for PHIs). Once twenty-one (21) hours twenty-two point two (22.2) hours for PHIs) is reached no more hours can be added until the bank is below twenty-one (21) hours twenty-two point two (22.2) hours for PHIs). Exceptions to the total hours that can be accumulated in the flex bank may be made with prior management approval and a plan for the usage of the flex time hours will be put in place by the manager and the employee. At no time will any hours in the Flex Time Bank be paid out.

The Flex Time Bank does not affect the employee's conference travel time (CTT) as per Article 23:08 and shall not conflict with Article 18, nor an employee's ability to use CTT.

Note: The accumulation of overtime hours is covered by Article 19 of the collective agreement.

#### 18:05 Weekend On-Call Duty

When required by the Employer, all employees in the Public Health Inspector classification will be assigned for weekend on call duty.

On-call duty will be assigned on a rotational basis, taking into consideration seniority. No Public Health Inspector will be required by the employer to be on-call for more than one long weekend (3 or 4-day weekend) in any calendar year.

The parties recognize that the employer has discretion to determine how many weekends are required to be covered by employees in the Public Health Inspector classification.

Employees are required to be on call for a continuous weekend period (i.e., Friday 4:30 p.m. to Monday 8:30 a.m.) and on Statutory Holidays, under Article 20.

During the on-call period, the assigned employee shall provide such coverage and response to calls as determined by the Employer.

On call pay shall be defined as pay received by an employee as a result of the employee being available on a stand-by basis outside of the employee's normal working hours and regularly scheduled working days.

## 18.05 Continued

Employees will be compensated for this time whether there is a call for service or not, additional time is earned when a call for service is received. Employees on call 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 eight (8) hours at the employee's regular rate.
- (c) Four-day weekend (more than 88 and up to 112 hours):  
Payment of eleven (11) hours at the employee's regular rate.
- (d) Five (5) day weekend (more than 112 and up to 136 hours):  
Payment of fourteen (14) hours at the employee's regular rate.

A "call out" occurs when an employee is required to attend (or is "called out") to a work location while on call. Employees called out from home to perform work, shall be entitled to a minimum of three (3) hours pay at time and a half for work not on a Sunday or recognized holiday and double time for work on Sunday and recognized holidays. Any work on a call out greater than three (3) hours, will be paid in accordance with actual hours worked, at time and one half for work not on a Sunday or recognized holiday and double time on Sunday and recognized holidays.

Employees called to perform work via telephone or electronically, shall be entitled to pay for the actual time (rounded up to the nearest quarter hour spent addressing the incident). The rate of pay will be at time and one half for work not on a Sunday or recognized holiday and double time on Sunday and recognized holidays.

In accordance with 19.01(b) an employee shall have the choice of taking time off or monetary payment for such time. Any accumulation of time off in lieu will be in accordance with 19.04.

## **ARTICLE 19 - OVERTIME AND CALL-BACK**

- 19:01 (a) Employees required by the employer to work overtime shall be allowed to take time off work at a time mutually agreed upon. Where an employee takes time off work, it shall be on the basis of one and one-half (1 1/2) hours for each one (1) hour of overtime worked; for overtime performed on Sundays and recognized holidays, it shall be on the basis of two (2) hours off for each one (1) hour worked.
- (b) Employees required to work overtime shall have the choice of taking time off or monetary payment for such overtime.
- 19:02 Part time employees working less than seven (7) hours per day, and who are required to work longer than their regular working hours, shall be paid at the rate of straight time for the hours so worked, up to and including seven (7) hours in the working day. Except in the case of flexible work arrangement, regular overtime rates shall apply after seven (7) hours in the working day and for all work performed on recognized holidays and weekends.
- 19:03 A full time permanent, or full time temporary, employee who is called in and required to work outside their regular work hours shall be paid for a minimum of three (3) hours at overtime rates.
- 19:04 Employees who have overtime standing to their credit at the end of the calendar year are obliged to take the time off standing to their credit by March 31st of the year following accumulation of such overtime. Overtime that is to be paid to the employee will be paid prior to December 25th of the year during which it is accumulated. Employees who have overtime accumulated after the second Friday in December will notify payroll within the first week in January whether the time will be paid out or taken in lieu thereof. If such time is to be paid out, it will be processed on the next payroll processing date. In any event, the time must be taken before the end of March of the following year. Time carried over for use in the first quarter of the next year can only be taken as time and not paid out.

## **ARTICLE 20 - RECOGNIZED HOLIDAYS**

- 20:01 The following holidays will be recognized and paid for:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Last working day before Christmas Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Last working day before New Year's Day

## 20.01 Continued

- (i) Any other day proclaimed by the Federal Government.
- (ii) When Remembrance Day falls on a regular Health Unit working day, this will be regarded as a paid holiday. When Remembrance Day falls on a Saturday or Sunday, employees will be given a floating holiday, which shall be taken at a time mutually agreeable to the employee and the immediate supervisor during the period November 12th to March 31st of the following year and can only be booked as time off on a regularly scheduled working day. The floating holiday will not be paid out.

20:02 If a recognized holiday falls on a Saturday or a Sunday the following work day will be observed as the holiday unless otherwise mutually agreed.

20:03 When a recognized holiday falls during an employee's vacation, accumulated vacation credits will not be reduced for such holiday.

20:04 In order to be eligible for a paid holiday, an employee must have worked their regular scheduled work day immediately preceding and immediately following the paid holiday, unless the employee is absent as a result of an approved leave of absence, or an approved unpaid LOA day excluding employees on a block of approved unpaid LOA days, or is absent due to injury or bona fide illness for which a medical certificate issued by a licensed medical practitioner may be required. The cost of such medical certificate shall be borne by the employer.

20:05 If a recognized holiday falls on a regularly scheduled working day of a part-time employee, they shall be paid for all hours they would have regularly worked.

Recognized holiday pay for part-time employees not scheduled to work shall be calculated by prorating the employee's number of regularly scheduled biweekly working hours to a seventy (70) (74 PHIs) hour pay period.

## **ARTICLE 21 - VACATIONS**

21:01 A probationary employee will be allowed to take vacation as earned, although probation will be extended by the vacation days used within the probationary period. All permanent employees shall receive an annual vacation with pay as follows:

- (i) Employees shall accumulate vacation at the rate of one and two thirds ( $1\frac{2}{3} = 1.66$ ) working days for each month of service up to and including a total of eleven (11) years of completed service.

21.01 Continued

- (ii) Thereafter employees shall accumulate vacation entitlement at the rate of two and one-twelfth ( $2 \frac{1}{12} = 2.08$ ) working days for each month of service after eleven (11) years of completed service.
- (iii) After nineteen (19) years of completed service, employees shall accumulate vacation entitlement at the rate of two and one-half ( $2\frac{1}{2} = 2.50$ ) working days for each month of service.
- (iv) After twenty-four (24) years of completed service, employees shall accumulate vacation entitlement at the rate of two and nine-tenths ( $2 \frac{9}{10} = 2.90$ ) working days for each month of service.

21:02 Vacation pay for each day/week of vacation shall be at the regular daily/weekly rate.

21:03 An employee terminating their employment at any time before the employee has had their vacation shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Likewise, the equivalent of any over use of vacation entitlement earned at the time of termination will be deducted from the employee's final pay.

21:04 Notwithstanding anything herein contained, all vacation times shall be subject to the approval of the employee's supervisor, so far as may be required to ensure the efficient operation of the Health Unit, and shall be allotted upon request according to seniority, provided that if an employee entitled to at least four (4) weeks' vacation wishes to take their vacation in two (2) periods, they shall be entitled to exercise seniority only with respect to the first of such periods within the calendar year. Such vacation time shall not be changed unless mutually agreed to by the employee and the supervisor. Two (2) weeks' vacation may be carried forward and must be taken in the next calendar year. The vacation carry-over maximum is pro-rated for part time employees.

21:05 An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee concerned and the employer.

21:06 Where an employee is hospitalized, or suffers an injury or illness for which they would be entitled to short term disability benefits, as certified by a medical certificate, or entitled to bereavement leave during their period of vacation, there shall be no deduction from vacation credits for the period of, injury/ illness noted on the medical certificate, or for the period during which the employee would otherwise be entitled to bereavement leave. The period of vacation so displaced shall be reinstated for use at a later day, at the employee's option.

- 21:07 An employee who is unable to report for work due to inclement weather may use their accrued sick bank (as defined in Article 22:10), overtime standing to their credit, flex time (as defined in Article 18:02 and Article 18:04), vacation leave or leave without pay to replace lost time due to inclement weather.
- 21:08 Notwithstanding the provisions of Article 23, employees to whom a leave of absence without pay in excess of ten (10) working days has been granted shall be entitled to annual vacation on a pro-rated basis.

## **ARTICLE 22 - DISABILITY INCOME PROTECTION**

- 22:01 In cases of absence due to illness or injury, full time permanent employees shall receive short term disability benefits as follows:
- (i) Less than three (3) months seniority - the first five (5) working days at full salary, and thereafter up to sixteen (16) weeks at 60% of salary;
  - (ii) More than three (3) months seniority, but less than one (1) year's seniority - the first two (2) weeks at full salary, and thereafter fifteen (15) weeks at 75% of salary;
  - (iii) More than one (1) year's seniority, but less than two (2) years' seniority - the first four (4) weeks at full salary, and thirteen (13) weeks at 75% of salary;
  - (iv) More than two (2) years' seniority, but less than three (3) years' seniority - the first eight (8) weeks at full salary, and nine (9) weeks at 75% of salary;
  - (v) More than three (3) years' seniority, but less than four (4) years' seniority - the first twelve (12) weeks at full salary, and five (5) weeks at 75% of salary;
  - (vi) More than four (4) years' seniority, but less than five (5) years' seniority - the first sixteen (16) weeks at full salary, and one (1) week at 75% of salary;
  - (vii) More than five (5) years' seniority - seventeen (17) weeks at full salary.
- 22:02 Short term disability benefits shall be payable from first day of disability due to injury or illness.

- 22:03 Short term disability benefits will be reinstated in full after an employee returns to work:
- (a) For each subsequent and unrelated illness or injury;
  - (b) After an employee has returned to work for thirty (30) consecutive work days, between one or more leaves resulting from disability due to related or the same illness or injury. If an employee returns to work for less than thirty (30) work days between leaves due to disability resulting from related or the same illness or injury, short term disability benefits shall be cumulative and calculated from first day of last leave due to illness. Reference shall be made to Health Unit Policy Early and Safe Return to Work, to ensure an early and safe return to work following illness or injury. Any changes to the Early and Safe Return to Work Policy, during the term of this Collective Agreement shall be brought forth at a Labour Management Committee Meeting. Changes shall not come into effect until both Parties have agreed.
- 22:04 A full time permanent employee is entitled to short term disability benefits for disabilities resulting from pregnancy, childbirth, miscarriage or abortion.
- 22:05 An employee may be required to produce a certificate from a qualified medical practitioner for any illness or injury requiring absence from work in excess of three (3) working days, certifying that such employee is unable to carry out their duties due to illness or injury.
- 22:06 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work, the employee shall not be entitled to short term disability benefits under this Article during such leave or lay-off.
- 22:07
- (a) An employee receiving payment for a compensable injury under the *Workplace Safety and Insurance Act* of Ontario shall accumulate seniority and shall be entitled to all benefits under this Collective Agreement. Employees who receive compensation pursuant to the *Workplace Safety and Insurance Act* of Ontario, will receive short term disability benefits to bring their income up to 100% of their regular salary, until their short-term disability benefits have been exhausted. The employer shall pay its share of all premiums for employee benefit plans, including the pension plan. If the employee receives payment directly from WSIB this amount must be reimbursed to the employer.
  - (b) An employee who is no longer deemed to have a compensable injury, shall be placed in their former or equivalent position with the employer, provided the employee is fit and competent to perform the tasks assigned to them.

- 22:08 The employer will pay 100% of the cost of the premiums of a Long Term Disability Income Protection Plan for full time permanent employees, to provide coverage for a full time permanent employee who has exhausted the employee's Short Term Disability Benefits. Coverage shall be to a maximum of sixty-six and two-thirds percent (66 2/3%) of salary (maximum \$3,000.00 per month) and shall commence on the one hundred and twentieth (120) day of total disability due to illness or injury.
- 22:09 Entitlement to long term disability benefits shall be subject to the terms and conditions of the insurance policy. The employer agrees to use its best efforts on behalf of the employee where there is a dispute between the insurer and the employee.
- 22:10 Sick leave credits which have been accumulated by employees pursuant to the terms and conditions of the previous Collective Agreement shall be frozen as at December 31, 1980. There will be paid to a person having more than three (3) years' continuous service with the employer, who ceases to be employed, or to their personal representative, an amount computed on the basis of their pay on the date of leaving the service for a period equal to fifty percent (50%) of the value of the employee's credits or fraction thereof, as at December 31st, 1980, but the amount shall not exceed six (6) months pay. The employer shall pay to each employee their sick leave entitlement as set out hereinabove, at salary rate in the year in which the employee ceases to be employed by the employer. Employees with accumulated sick leave credits may use these days during inclement weather or where medical appointment or personal leave time allowed under Article 23 has been exceeded for the calendar year.
- 22:11 Any rebate receivable by either the employer or employees covered by this Agreement as a result of a reduction of Employment Insurance premiums because of the disability income protection provided by this Agreement shall be retained by the employer and applied to the cost of premiums payable to enroll employees in the benefit plans provided by this Agreement (other than O.M.E.R.S.).
- 22:12 If a medical certificate or medical examination is required by the employer, the employer shall cover such costs if the employee has been billed for such services. Reimbursement shall be made on payroll following submission of the original receipt.
- 22:13 The employer will provide a fully funded, confidential, self-referral Employee and Family Assistance Program (EFAP) for all full time permanent and part time permanent, and term Health Unit employees who are members of this bargaining unit.

## ARTICLE 23 - LEAVE OF ABSENCE

### 23.01 Union Leave:

All union leave under this article shall be without loss of salary and without loss of seniority unless otherwise specified. During such leave of absence, the Employees' salary and applicable benefits shall be maintained by the Employer and the local union agrees to reimburse the Health Unit the amount of the employee's salary and benefits during the period of the leave.

- (a) Leave of absence with pay and with accumulation of seniority shall be granted, upon request to the employer, by the union, for the purpose of allowing one (1) employee elected or appointed to represent the union at the Union National Convention.
- (b) Subject only to the demands made upon the Employer for its public health services, the Employer agrees to grant a cumulative total of twenty-five (25) days leave of absence without pay per year across the bargaining unit to attend Executive and Committee meetings of C.U.P.E., and for training purposes. Additional days may be granted subject to the operational needs of the employer and will not be unreasonably denied. Requests for such leaves shall be made at least ten (10) working days prior to the date upon which it is to be taken and should be in writing to their manager and Human Resources citing this article in their request.
- (c) The employer will continue to pay the employee provided the employee has been scheduled to work, when on approved leave of absence for union business. The employer will bill the union in order to recover the cost of the employee's salary during the period of leave of absence. Such billing shall be done within thirty (30) days of the employee's return to work and the union will forward payment within thirty (30) days of receipt of the bill or upon mutual agreement. The employer will accrue office administration costs on behalf of the union and submit an invoice to recover the costs following the calendar year end.

### 23.02 Union Leave (Full-Time)

Any employee who is elected or selected for a full time position with the union or anybody with which the union is affiliated, shall be granted leave of absence without pay and without loss of seniority by the employer, for a period of one (1) year. Written request must be received a minimum of twenty-five (25) calendar days prior to the start date of the requested leave.

23:03 Public Affairs:

The employer recognizes the right of employees to participate in public affairs. Written request must be received a minimum of thirty (30) working days prior to the requested leave. The employer will grant leave of absence without pay and without loss of seniority so that employees may be candidates in a federal, provincial or municipal election for a period up to one (1) year.

23:04 Bereavement Leave:

- (a) An employee shall be granted up to five (5) regular, scheduled work days' leave, without loss of salary, in the case of the death of a parent, spouse, child (including step-parents or step-children) or grandchild. For the purposes of this Article, spouse shall include common-law and same-gender partners.
- (b) An employee will be granted up to three (3) regular scheduled work days' leave, without loss of salary, in the case of the death of a brother, sister, mother-in-law, father-in-law, grandparent, brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-brother, or step-sister.
- (c) An employee will be granted one (1) regular scheduled work days' leave, without loss of salary, in the case of death of an aunt, uncle, niece or nephew to attend the funeral or service.
- (d) Where the burial occurs in a place that is located more than seven (7) hours travel from the Health Unit site, such leave shall include reasonable travelling time to and from the burial, as approved by the employee's immediate supervisor.
- (e) Should an employee, while on annual vacation leave, suffer bereavement which would entitle the employee to bereavement in accordance with this Article, the appropriate days will be recorded as bereavement leave instead of vacation leave and the equivalent number of days shall be returned to the employee's vacation bank.

23:05 Pregnancy/Parental/Adoption Leave:

- (a) Upon written request, an employee shall be granted to a maximum of seventy-eight (78) weeks, or eighteen (18) months, of pregnancy/parental/adoption leave, based on the following requirements.

Pregnancy Leave: Upon written request, pregnancy leave without pay and without loss of seniority shall be granted to a maximum of seventeen (17) weeks to employees who have at least thirteen (13) weeks' seniority.

Parental Leave: New parents have the right to take parental leave to a maximum of sixty-one (61) or sixty-three (63) weeks of unpaid time off work, provided the employee has at least thirteen (13) weeks' seniority. Parental leave will be provided in accordance with the Employment Standards Act.

- Upon written request, an employee who took pregnancy leave shall be granted parental leave without pay and without loss of seniority to a maximum of sixty-one (61) weeks of parental leave.
- Upon written request, an employee who did not take pregnancy leave shall be granted parental leave without pay and without loss of seniority to a maximum of sixty-three (63) weeks of parental leave.

Adoption Leave: Upon written request, adoption leave without pay and without loss of seniority shall be granted to a maximum of seventy-eight (78) weeks to employees who have at least thirteen (13) weeks' seniority.

- (b) Parental and adoptive leave must begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care, or control of a parent for the first time.
- (c) The employee shall, if possible, give the employer at least two (2) weeks' notice of their intention to commence leave, including the return to work date. Where there is any change in the planned date to return to work, the employee shall, if possible, give the employer two (2) weeks' notice of such change.
- (d) During leave, the employee shall accrue seniority equal to the length of the leave.
- (e) The employee returning to work after leave shall provide the employer with at least two (2) weeks' notice.

- 23.05 (f) Upon return from leave, the employee will be placed in their former position or a position equivalent to their former position, if their former position no longer exists.
- (g) Supplemental Employment Benefits: Employees on leave who apply for and are in receipt of Employment Insurance benefits will receive a supplemental income benefit from the Employer during the leave as outlined below:
- For the first week of the Employment Insurance waiting period, the employee will receive one hundred percent (100%) of their salary;
  - For the next five (5) weeks, the Supplemental Income Benefit will include the difference between one hundred percent (100%) of their regular weekly earnings, and their weekly Employment Insurance Benefits and any other earnings. If an employee elects to receive Employment Insurance Benefits over a period of time greater than twelve (12) months, the supplemental employment benefit paid to the employee over this five (5) week period will be calculated based on the employee receiving their Employment Insurance payment over twelve (12) months; and
  - For the remaining fourteen (14) weeks, the benefit will be equivalent to thirty-two percent (32%) of the salary as of the leave date.
- (h) The twenty (20) week Supplemental Employment Benefit may be shared among both parents who are employees of the health unit.

23:06 Jury/Witness Duty Leave:

The employer shall grant a leave of absence without loss of seniority to any employee who serves as a juror or subpoenaed witness in any Court to which the Crown is a party. The employer shall pay such employee the difference between their normal earnings and the payment they receive for jury service or as a witness, excluding payment for travelling, meals and other expenses. The employee will present proof of service and the amount of pay received.

23:07 Examinations Leave:

Leave of absence with pay and without loss of seniority shall be granted, on approval of the Director, to allow employees time to write examinations to improve qualifications in the service.

23:08 Personal Emergency Leave:

Leave of absence with pay for reasons of a personal emergency may be granted at the discretion of an employee's direct work supervisor. Such approval shall not be unreasonably denied.

23:09 Education Leave:

Leave of absence with pay to attend educational meetings, seminars, lectures, workshops or training shall be granted on the approval of the supervisor. Registration fees and reasonable expenses for such meetings shall be paid by the employer. Where the employer has approved attendance, a maximum of eight (8) hours total travel time outside regular hours of work will be recognized for such education leave with pay. However the conference travel time must be taken before the end of the second subsequent pay period at straight time. Should this not be taken, the conference travel time will be lost and not be paid.

23:10 Personal Leave:

Upon making a request in writing an employee may be granted up to one (1) year leave of absence without pay and without loss or accumulation of seniority provided that such employee shall not during such period of leave, undertake employment with a public health unit or agency, unless such employment is temporary in nature. Such leave of absence is to be for good and sufficient cause and is subject to the recommendation of the employee's supervisor and upon the approval of the Director.

23:11 Medical Appointments:

On request by an employee, with as much notice as is reasonably possible, leave of absence with pay may be granted by an employee's senior management staff member for periods of up to one (1) working day for the purposes of attending appointments for the employee, or the employee's spouse, custodial children, parents, and siblings, with doctors, dentists, and other recognized health professionals up to a maximum of four (4) working days per calendar year. Such request shall not be unreasonably denied.

23:12 Family Illness:

Where an employee is required to remain at home to look after the employee's parents, spouse, custodial children, or siblings who are ill, and provided there is no one else at home to look after the parents, spouse, custodial children or siblings, the employee will be entitled up to five (5) days' leave per calendar year with pay for the purposes of looking after the employee's parents, custodial children, spouse or siblings. These days are also applicable to attendance with the parents, spouse, custodial children or siblings of the employee who are in hospital receiving acute or palliative care, or one (1) day to attend the birth or assist with the care of the newborn grandchild.

23:13 Compassionate Leave:

Compassionate leave for exceptional circumstances may be granted by the Medical Officer of Health on the recommendation of the supervisor.

23:14 Job Sharing:

- (a) Job sharing requests shall be considered on an individual basis and shall be initiated through a written application by a full time employee who wishes to job share the employee's position. Applications shall be made to the employee's supervisor. The senior management staff member and the Medical Officer of Health may, at their discretion, limit the number of job sharing positions.
- (b) Four (4) full time positions in the bargaining unit may be job shared, and it is understood that the integrity of a full time position will be maintained throughout the job sharing notwithstanding the fact that it is being shared by two (2) employees. Accordingly, upon the termination of a job sharing arrangement the shared position will revert to a full time position.
- (c) If two (2) full time employees wish to job share and the employer agrees, the full time position being shared need not be posted. It must be clear before the arrangement commences, which of the job sharers will be the incumbent of the position. If agreement is not reached, seniority will be the deciding factor. The vacant full time position will be posted in accordance with this Collective Agreement.
- (d) An incumbent full time employee wishing to share their position may do so if agreed by the employee's supervisor. The other half of the full time position will be posted and selection will be made in accordance with the criteria set out in this Collective Agreement.

- 23.14 (e) If one of the job sharers leaves the arrangements the following shall apply:
- (i) If the incumbent full time employee leaves the position, the job share position must revert to a full time position and be posted in accordance with Article 16.
  - (ii) If the incumbent full time employee's job share partner leaves the position, the incumbent full time employee shall be given the option to revert to a full time position.
  - (iii) If the incumbent job share employee elects to pursue a new job share arrangement, the job share position will be posted in accordance with Article 16. If the job share position remains vacant, the position must revert to a full time position.
- (f) The employer will not incur any increased costs as the result of the implementation of a job sharing arrangement except costs related to two (2) employees on staff sharing a position normally filled by one (1) employee, such costs being restricted to the issuing of two (2) pay cheques, two (2) personnel files, two (2) performance evaluations, instead of one (1) and counselling and dealing with two (2) employees instead of one (1).
- (g) The employer and the employees involved reserve the right to assess the suitability of the job sharing arrangement. Accordingly, the employer shall assess and evaluate the job sharing arrangement, and the job sharers, at three (3) and six (6) months intervals, and thereafter in accordance with the Collective Agreement.
- (h) The employer or either of the job sharers (or both) may discontinue the job sharing arrangement with ninety (90) days' notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation. It is understood and agreed that such discontinuance shall not be unreasonable or arbitrary.
- (i) Employees sharing a job shall be subject to all the terms and conditions of this Collective Agreement between the employer and the union as provided for regular full time employees except as follows:
- (i) Each employee shall pay regular monthly union dues;
  - (ii) Each job sharer shall accumulate one half (1/2) of seniority normally accumulated by a regular full time employee;

- 23.14 (i) (iii) The total number of hours of the full time position will be equally divided by the two (2) job sharers so as to equal one (1) full time position. The division of hours of work over the full time position between the two (2) job sharers shall be determined by mutual agreement between the two (2) job sharers and their supervisor. The ultimate schedules shall be subject to the approval of the employees' supervisor;
- (iv) Vacation pay and paid holiday pay shall be pro-rated on the basis that job sharing employees' hours of work bear to regular full time hours. Article 20:05 does not apply to job sharers. It is understood that vacation shall not overlap and that job sharers may be required to cover for each other during the other's vacation period;
- (v) Since employees affected by job sharing will be sharing, on an equal basis, one full time position, the employer shall only be obligated to pay fifty (50%) percent of its normal contribution towards the cost of the premiums for any benefits payable under the provisions of this Collective Agreement to each job sharing employee where the cost of such benefits is not based upon an employee's salary;
- (vi) It will be the responsibility of job sharers to make themselves available to keep themselves and each other informed with respect to Health Unit communications;
- (vii) Job sharers will be paid at their rate of pay according to their placement on the salary schedule according to hours worked;
- (viii) Job sharers are not required to cover for their partner during sick leave, but may do so if there is a mutual agreement between the job sharer and the supervisor.
- (ix) If job sharers request duplicate communication equipment for their convenience the employer will be only responsible for fifty (50) percent of such costs if the equipment is approved by the supervisor.

#### **ARTICLE 24 - PAYMENT OF WAGES AND ALLOWANCES**

- 24:01 Regular, part time employees shall receive the wage rates, conditions of employment, and prerequisites specified in this Agreement on a pro-rata basis according to their hours of work.

- 24:02 (a) When an employee temporarily substitutes in, or performs, the principal duties of a higher paying position for a cumulative ten (10) hours or more in a two-week period, for which a salary range has been established they shall receive the rate in the range which is next higher to their current rate.
- (b) In the absence of the Team Leader, only the Manager can assign another employee to assume the role of Team Leader. If the assignment is made by the Manager, the assigned employee will receive the Team Leader premium. The absent Team Leader, in this circumstance, will not receive the Team Leader premium.

24:03 It is agreed that the annual increment shown in Schedule "A" shall be granted automatically each year on the employee's anniversary date unless the supervisor of the employee recommends against it, in which event the employee concerned shall be given an explanation in writing. Should the employee not agree, it is agreed that it may be taken up as a grievance under Article 9.

24:04 Business mileage reimbursement will be made on a biweekly basis, following the supervisor's approval of submissions. Employees will be reimbursed in accordance with the Canada Revenue Agency automobile allowance rates as published annually, per kilometre.

Employees shall be reimbursed for all kilometres driven for Health Unit business.

Driving directly to your assigned office from your primary residence:

- No mileage is accrued when driving to or from your assigned office from your primary residence.

Driving to and from another office or work site from your primary residence i.e. to attend a meeting, school, inspection site, or home visit, when going directly there from your primary residence.

- The amount of mileage to be claimed is either the distance from your primary residence to the alternate site or the distance from your assigned office to the alternate site, whichever is the least number of kilometres.
- Mileage is not accrued if the distance from your primary residence to the alternative site is less than or equal to the distance from your primary residence to your assigned office.

For greater clarity, an employee's assigned office means the office they are assigned to in their current position, permanent or temporary within the Health Unit.

- 24:05 (a) The employer reserves the right to verify and alter the mileage of employees. However, the employer will not alter an individual's' mileage report without first discussing the matter with the employee.
- (b) Employees who are transferred temporarily or are required to start their day at a service delivery site other than their assigned one for the purposes of replacing another employee or for other assigned work shall be reimbursed for time (straight time) and for mileage as long as the mileage is greater than the mileage required to get from their home to their usual service delivery site. If this mileage is greater, then the amount reimbursed will be the distance to and from their usual service delivery site to the other site or from their home to the other site, whichever is less.
- (c) For employees asked to travel to another office for meetings, task force or committee work, travelling time shall be during normal working hours where possible, and in any case shall be accumulated as flex time at straight time.
- 24:06 The employer shall pay the full cost of any course of instruction required by the employer for an employee to better qualify them to perform their job. Payment shall be made on successful completion of the course.
- 24:07 The employer may recognize related experience when hiring. The employer may allow one (1) increment for every two (2) years of recognized experience, but in no instance may the new employee's starting salary be higher than the last scale below maximum as outlined in Schedule "A".

## **ARTICLE 25 - OTHER BENEFITS**

- 25:01 Every full time permanent status employee must join the Ontario Municipal Employees Retirement System. All other employees will be offered enrolment in OMERS as they meet eligibility requirements dictated by OMERS. The employer and the eligible employees shall make contributions in accordance with provisions of the Plan.
- 25:02 It is recognized that it is the Employer's sole responsibility to enrol full-time permanent employees upon hire or when otherwise eligible, and to pay the premiums for the benefits highlighted below described in the benefits carriers' plan document. The details of the benefits plans are in accordance with the benefits booklet produced by the benefits carrier(s).

The employer agrees to pay, on behalf of all full time permanent employees, one hundred percent (100%) of the cost of the premiums to maintain enrolment of full time permanent employees in the following benefits plans:

25.02 Continued

- (a) Green Shield Semi Private coverage (or equivalent);
- (b) Green Shield Dental Plan (or equivalent) - Dental appointments to be scheduled every 6 months for those under 18 years old and every 12 months for all others. The maximum claims amount is \$1,600.00 /person/year. Reimbursement will be on an eighty-five percent (85%) basis;
- (c) Group Life Insurance Plan equivalent to twice annual salary.
- (d) Accidental Death & Dismemberment Insurance
- (e) Long-Term Disability

25:03 The employer shall pay seventy-five (75%) percent of the premiums necessary to enroll full time permanent employees in the Green Shield Extended Health Care Plan (or its equivalent) with no deductible. There will be no coverage for over the counter drugs and generic drugs are to be prescribed except when "no substitutes" is mandated.

The employer will provide a Vision Care Rider providing for the payment of five hundred dollars (\$500.00) every twenty-four (24) months or providing for payment of four hundred and fifty dollars (\$450.00) for every twenty-four (24) months for medically necessary contact lenses. The Employer will provide employees with a one thousand (\$1,000.00) lifetime maximum for laser eye surgery. Routine eye examinations will be covered once every twenty-four (24) months up to \$100.00 per visit.

In addition, the employer will provide a Hearing Care Rider in the amount of One Thousand Dollars (\$1 000.00) every twenty-four (24) months.

Reimbursement will be on an 80% basis for Extended Health Care.

Transitional medical/dental benefits will be available to permanent status employees commencing long term disability for a continuous period of up to twelve (12) months, and for those who are transitioning to retirement, three (3) months. Employees must be already enrolled in the Extended Health Care Plan in order to continue their coverage. The individual will be responsible to reimburse the employer for one hundred percent (100%) of the premium cost for such transitional benefits.

The plan shall include coverage for a combination of chiropractic physiotherapy and massage therapy services to a maximum of one thousand and five hundred dollars (\$1,500.00) per person per year with no per visit cap.

Coverage for mental health services by a Psychologist, Registered Psychotherapist, Marriage and Family Therapist or Social Worker (MSW) for a total of one thousand, five hundred dollars (\$1,500.00) annually.

- 25:04 The employer shall pay salaries and wages bi-weekly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his wages and deductions.
- 25:05 The employer will continue paying the premiums as provided in this Article during any absence due to illness or disability while an employee is drawing Short Term Disability benefits.
- 25:06 (a) Subject to Article 25:06 (b), permanent part time, temporary part time or temporary full time employees shall be paid a premium of thirteen (13%) percent of their regular hourly rate for all time worked in lieu of being eligible for benefits set out in this Agreement.
- (b) When employees are eligible for the percent in lieu as described in Article 25:06 (a) and are also enrolled in O.M.E.R.S., the premium paid in lieu of benefits shall be calculated as follows:
- 13% minus the O.M.E.R.S. contributions rate (employer's costs) equals the Percentage Premium Payable in lieu of benefits.
- 25:07 The employer shall reimburse employees up to one hundred and fifty dollars (\$150.00) per year or two hundred and fifty dollars (\$250.00) per two (2) years for safety footwear where employees are required by the employer to wear safety footwear.
- 25:08 The Employer will provide proof of employer malpractice and liability insurance and provide the Union with notice of the coverage amount on a yearly basis.

## **ARTICLE 26 - NEW POSITIONS**

- 26:01 During the term of this Agreement, should the employer create any new position within the jurisdiction of the bargaining unit which does not fall within the categories contained in Schedule "A", the rate of pay shall be subject to negotiations between the employer and the union. If the parties are unable to agree on the rate of pay for the job in question, the employer will establish a rate and the dispute may be submitted to arbitration within twenty (20) working days. The new rate shall be retroactive to the time the position was first filled by an employee.

## **ARTICLE 27 – TECHNOLOGICAL CHANGE**

- 27:01 In this Article “technological change” means the introduction and use in the workplace of new machines or equipment which result in significantly different work duties.
- 27:02 The employer shall notify the union at least thirty (30) days before the introduction of any major technological change which will affect the level or function of any group of employees.
- The employer will report to Labour/Management Committee on the specific steps which will be taken to protect the employees.
- 27:03 Should technological change make it necessary for an employee to acquire additional or greater skills in order to perform the duties of their position or a new position created by the changes covered in Article 27.01, the affected employee shall receive the required on- the-job-training or, if the employer deems necessary, training elsewhere at the cost of the employer.
- 27:04 (a) An employee who is displaced from their regular position because of technological change will suffer no reduction in normal earnings and shall remain employed in a position covered by this Collective Agreement.
- (b) The employee who is displaced will automatically be considered before posting any vacancy that becomes available at the same level or one level lower provided the employee meets the minimum qualifications for the position. If the employee refuses to accept the position offered under this Article they shall be issued a lay-off notice and bump in accordance with Article 17.

## **ARTICLE 28 - COPIES OF AGREEMENT**

- 28:01 The union and the employer desire every employee to be familiar with the provisions of this Agreement, and their rights and duties under it. For this reason, the employer shall provide a link to a PFF copy to each employee covered by this Agreement within thirty (30) days after signing and to new employees upon enrolment to payroll not exceeding twenty-one (21) days after hire.
- 28:02 Hard copies of the ratified Agreement will also be made available to all members requesting a copy through their CUPE Representative.

## **ARTICLE 29 – GENERAL**

- 29:01      Wherever the singular is used in this Agreement, it shall be considered as if the plural has been used where the context of the party or parties hereto so require.
- 29:02      The employer shall provide bulletin boards which shall be placed so that all employees will have access to them and upon which the union shall have the right to post notice of meetings. This will include electronic posting locations.
- 29:03      Equipment and materials required by the employer, to perform work on the employer's behalf, will be supplied. Loss or damage to equipment resulting from business activities will be the Health Unit's responsibility, as long as the loss or damage is reported immediately to the employee's supervisor.
- Loss or damage to equipment resulting from personal use will be the employee's responsibility.
- All cases of loss or damage to Health Unit equipment will be investigated by the supervisor.
- 29:04      Whenever the employer has work which may be performed by employees hired on a temporary basis or for specific terms, the employer shall first discuss the matter with the Labour Management Committee established pursuant to Article 8:04.
- 29:05      The Health Unit will maintain a staff development committee with appropriate staff representation, including one member of Local 1559 and/or include staff development as a standing item on department meeting agendas.
- 29:06      In this Collective Agreement, "working days" shall mean normal weekdays and shall exclude Saturdays, Sundays and Statutory Holidays, even though an employee may work on these days.
- 29:07      In this Collective Agreement service is defined as the period of time from the employee's start date of employment until their employment ends. This can include periods of unpaid leave of absence(s) and different types of employment such as casual, term, and permanent.
- 29:08      When a term or casual employee moves into a permanent status position an adjusted anniversary date will be calculated. Calculation of the adjusted anniversary date includes all actual time worked as a casual and/or term employee within the bargaining unit. The adjusted anniversary date is the date used for movement through the salary grid and progression to the next increment of vacation.

## ARTICLE 30 - CASUAL EMPLOYEES

- 30:01 The employer agrees that the following conditions shall apply to casual employees.
- 30:02 Casual employees who are employed shall be paid in accordance with Schedule "A" of the Collective Agreement between the employer and the union, at the start of grid, and shall be subject to all terms and conditions of the Collective Agreement between the employer and the union, save and except:
- Article:           14 – Probation  
                      15 – Seniority  
                      16 – Job Posting  
                      17 – Layoffs and Recalls  
                      19 – Overtime and Call Back  
                      20 – Recognized Holidays  
                      21 – Vacations  
                      22 – Disability Income Protection  
                      23 – Leave of Absence  
                      25 – Other Benefits
- 30:03 These employees shall be paid an additional rate of twelve percent (12%) in lieu of all benefits, including vacation pay, statutory holiday pay and all other benefits.
- 30:04 Casual employees shall be considered on probation one hundred and eighty (180) days actually worked however, such probation period is not to exceed three (3) years from the date of the employee's first appointment as a casual.
- 30:05 Seniority for casual employees shall be calculated on the basis of the total days worked by the employee.
- 30:06 Where a casual employee becomes a permanent employee, their seniority date shall be calculated to include their worked time as a casual or term employee.
- 30:07 Employees who have acquired seniority and become casual employees, shall maintain their seniority and shall have added to their seniority time worked in accordance with 30:05 and 30:06.
- 30:08 It is understood that if a lay-off is necessary, all casual employees shall be laid off first.
- 30:09 Casual employees shall have the option of becoming members of O.M.E.R.S. in accordance with the O.M.E.R.S. guidelines and with the regulations under the Pension Benefits Act.

- 30:10 Casual employees required to work in excess of seven (7) hours per day shall be paid on the basis of one and one half (1-1/2) times the employee's regular hourly rate for those hours exceeding seven (7) hours.
- 30:11 Should the job posting procedure become external, casual employees who have applied to the job posting will be granted an interview during the external process.

### **ARTICLE 31 – TERM EMPLOYEES**

- 31:01 The employer agrees that the following conditions shall apply to all term employees.
- 31:02 Term employees who are employed shall be paid in accordance with Schedule "A" of the Collective Agreement between the employer and the union, in accordance with Article 24:07, and shall be subject to all terms and conditions of the Collective Agreement between the employer and the union, save and except:
- Article 14 – Probation
  - 15 – Seniority
  - 16 – Job Posting
  - 17 – Lay-offs and Recalls
  - 19 – Overtime and Call Back
  - 20 – Recognized Holidays
  - 21 – Vacations
  - 22 – Disability Income Protection
  - 23 – Leave of Absence
  - 25 – Other Benefits
  - 30 – Casual Employees
- 31:03 These employees shall be paid an additional rate of thirteen percent (13%) in lieu of all benefits, and six percent (6%) in lieu of vacation.
- 31:04 Seniority for term employees shall be calculated on the basis of the total days worked by the employee.
- 31:05 Where a term employee becomes a permanent employee, their seniority date shall be calculated to include their time worked as a term or casual employee.
- 31:06 It is understood that if a lay-off of a permanent employee is necessary, all casual and term employees shall be laid off first in reverse order of seniority. Should a layoff of a term employee be necessary, casual employees shall be laid off first then term employees in reverse order of seniority.

- 31:07 Term employees shall have the option of becoming members of O.M.E.R.S. in accordance with the O.M.E.R.S. guidelines and with the regulations under the Pension Benefits Act.
- 31:08 A term employee shall be released at the end of the stated period of employment unless the period has been extended by mutual agreement of the Health Unit and the Union, or that employee has become a full-time or part-time employee.
- 31:09 The anniversary date for term employees will be their hire date in the term for the duration of their term. If the employee has previous time worked with the Health Unit, and the gap between their previous term of employment and their current hire date is six (6) months or less, the total time worked in the previous term will be counted in the timeline of the employee moving to the next step on the salary grid after one year of total time worked. If a term employee moves into a permanent status position, an adjusted anniversary date for salary progression and progression to the next increment of vacation will be calculated as outlined in Article 29:08.

#### **ARTICLE 32 - PRE-PAID LEAVE PLAN**

- 32:01 (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, Section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to their Director at least six (6) months prior to the intended commencement date of the plan (i.e., the salary deferral portion), stating the intended purpose of the leave.
- (c) The number of employees that may be absent at any one time shall be limited to two (2) per bargaining unit. The year for purposes of the plan shall be any twelve (12) month period as may be agreed upon by the employee, the local union and the employer.
- (d) Where there are more applications than spaces allotted, seniority shall govern.
- (e) During the four (4) years of salary deferral, twenty percent (20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan.
- (f) The manner in which the deferred salary is held shall be at the discretion of the employer.

- 32.01 (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. Seniority, service for the purpose of vacation and salary progression and their benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating.
- Contributions to the Pension Plan will be in accordance with the Plan. The employee will not be eligible to participate in the disability income plan during the year of the leave.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the employer. Deferred salary, plus accrued interest, if any, will be returned to the employee within a reasonable period of time.
- (j) If the employee terminates employment, the deferred salary held by the employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In the case of the employee's death, the funds will be paid to the employee's estate.
- (k) The employer will endeavor to find a temporary replacement for the employee as far in advance as practicable. If the employer is unable to find a suitable replacement, it may postpone the leave. The employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and rearranging the leave at a mutually agreeable time or of withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (l) The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job or laid off within the terms of the lay-off language, Article 17.

- 32.01 (m) Final approval for entry into the pre-paid leave plan will be subject to the employee entering into a formal agreement with the employer in order to authorize the employer to make the appropriate deductions from the employee's pay. Such agreement will include:
- (i) A statement that the employee is entering the pre-paid leave plan in accordance with this Article 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.
- (n) The letter of application from the employee to the employer to enter the pre-paid leave plan will be appended to and form part of the written agreement.
- (o) The original signed documents will be placed in the employee's personnel file.

#### **ARTICLE 33 - TERMS OF AGREEMENT**

- 33:01 This Agreement shall be binding and remain in effect from the 1st day of April, 2024 to the 31st day of March, 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to the expiry date of the Agreement, or the corresponding date of any year thereafter. New benefits under this Agreement shall take effect on the date that the policies of insurance have been implemented by the insurance carriers.
- 33:02 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 33:03 Either party desiring to propose changes or amendments to this Agreement shall, between the period of thirty (30) and ninety (90) days prior to the termination date give notice in writing to the other party of the changes or amendments proposed. Within thirty (30) days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a renewal or revision of the Agreement, and both parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement.

33:04 Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining, and if negotiations extend beyond the anniversary date of this Agreement, any revision in terms, mutually agreed upon, shall unless otherwise specified, apply retroactively to that date.

SIGNED this 26<sup>th</sup> day of February, 2025.

ON BEHALF OF:

THE CORPORATION OF THE LEEDS,  
GRENVILLE AND LANARK DISTRICT  
HEALTH UNIT

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1559

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**SCHEDULE "A"–CUPE - Salary Grids**

<b>Effective April 1, 2024-3.5%</b>						
<b>Classification</b>	<b>Category</b>		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>
Public Health Inspector	Chief Building Official - Part VII	Annual	\$85,656.48	\$88,119.20	\$90,620.40	\$ 5,026.36
		Biweekly	\$ 3,294.48	\$ 3,389.20	\$ 3,485.40	\$ 3,654.86
		Hourly	\$ 44.52	\$ 45.80	\$ 47.10	\$ 49.39
	Senior Public Health Inspector	Annual	\$80,557.88	\$83,905.64	\$86,445.32	\$90,832.04
		Biweekly	\$ 3,098.38	\$ 3,227.14	\$ 3,324.82	\$ 3,493.54
		Hourly	\$ 41.87	\$ 43.61	\$ 44.93	\$ 47.21
	Public Health Inspector	Annual	\$77,537.20	\$80,038.40	\$82,462.64	\$86,887.84
		Biweekly	\$ 2,982.20	\$ 3,078.40	\$ 3,171.64	\$ 3,341.84
		Hourly	\$ 40.30	\$ 41.60	\$ 42.86	\$ 45.16
Hygienist	Senior Registered Dental Hygienist	Annual	\$70,980.00	\$73,327.80	\$75,839.40	\$78,005.20
		Biweekly	\$ 2,730.00	\$ 2,820.30	\$ 2,916.90	\$ 3,000.20
		Hourly	\$ 39.00	\$ 40.29	\$ 41.67	\$ 42.86
	Registered Dental Hygienist	Annual	\$66,684.80	\$69,105.40	\$71,580.60	\$73,619.00
		Biweekly	\$ 2,564.80	\$ 2,657.90	\$ 2,753.10	\$ 2,831.50
		Hourly	\$ 36.64	\$ 37.97	\$ 39.33	\$ 40.45
Health Promoter	Health Promoter	Annual	\$69,869.80	\$72,436.00	\$75,002.20	\$77,168.00
		Biweekly	\$ 2,687.30	\$ 2,786.00	\$ 2,884.70	\$ 2,968.00
		Hourly	\$ 38.39	\$ 39.80	\$ 41.21	\$ 42.40
Purchaser	Purchaser	Annual	\$61,570.60	\$63,063.00	\$64,537.20	\$66,047.80
		Biweekly	\$ 2,368.10	\$ 2,425.50	\$ 2,482.20	\$ 2,540.30
		Hourly	\$ 33.83	\$ 34.65	\$ 35.46	\$ 36.29
Property Administrator	Property Administrator	Annual	\$61,570.60	\$63,063.00	\$64,537.20	\$66,047.80
		Biweekly	\$ 2,368.10	\$ 2,425.50	\$ 2,482.20	\$ 2,540.30
		Hourly	\$ 33.83	\$ 34.65	\$ 35.46	\$ 36.29
Communications Coordinator	Communications Coordinator	Annual	\$61,334.00	\$63,063.00	\$64,537.20	\$66,047.80
		Biweekly	\$ 2,359.00	\$ 2,425.50	\$ 2,482.20	\$ 2,540.30
		Hourly	\$ 33.70	\$ 34.65	\$ 35.46	\$ 36.29

<b>Classification</b>	<b>Category</b>		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>
Registered Practical Nurse	Registered Practical Nurse	Annual	\$56,856.80	\$58,476.60	\$60,078.20	\$61,716.20
		Biweekly	\$ 2,186.80	\$ 2,249.10	\$ 2,310.70	\$ 2,373.70
		Hourly	\$ 31.24	\$ 32.13	\$ 33.01	\$ 33.91
Smoke Free Ontario Act Inspector	Smoke Free Ontario Act Inspector	Annual	\$56,856.80	\$58,476.60	\$60,078.20	\$61,716.20
		Biweekly	\$ 2,186.80	\$ 2,249.10	\$ 2,310.70	\$ 2,373.70
		Hourly	\$ 31.24	\$ 32.13	\$ 33.01	\$ 33.91
Multimedia and Web Specialist	Multimedia and Web Specialist	Annual	\$55,673.80	\$57,038.80	\$58,403.80	\$59,732.40
		Biweekly	\$ 2,141.30	\$ 2,193.80	\$ 2,246.30	\$ 2,297.40
		Hourly	\$ 30.59	\$ 31.34	\$ 32.09	\$ 32.82
Graphic Designer	Graphic Designer	Annual	\$55,673.80	\$57,038.80	\$58,403.80	\$59,732.40
		Biweekly	\$ 2,141.30	\$ 2,193.80	\$ 2,246.30	\$ 2,297.40
		Hourly	\$ 30.59	\$ 31.34	\$ 32.09	\$ 32.82
Certified Dental Assistant II	Certified Dental Assistant II	Annual	\$48,393.80	\$50,013.60	\$51,633.40	\$53,089.40
		Biweekly	\$ 1,861.30	\$ 1,923.60	\$ 1,985.90	\$ 2,041.90
		Hourly	\$ 26.59	\$ 27.48	\$ 28.37	\$ 29.17
Communicative Disorders Assistant	Communicative Disorders Assistant	Annual	\$51,851.80	\$53,344.20	\$54,836.60	\$56,219.80
		Biweekly	\$ 1,994.30	\$ 2,051.70	\$ 2,109.10	\$ 2,162.30
		Hourly	\$ 28.49	\$ 29.31	\$ 30.13	\$ 30.89
Clerical	Management Assistant	Annual	\$55,673.80	\$57,038.80	\$58,403.80	\$59,732.40
		Biweekly	\$ 2,141.30	\$ 2,193.80	\$ 2,246.30	\$ 2,297.40
		Hourly	\$ 30.59	\$ 31.34	\$ 32.09	\$ 32.82
Clerical	Administrative Assistant - Vaccine Program	Annual	\$48,848.80	\$50,960.00	\$52,361.40	\$52,998.40
		Biweekly	\$ 1,878.80	\$ 1,960.00	\$ 2,013.90	\$ 2,038.40
		Hourly	\$ 26.84	\$ 28.00	\$ 28.77	\$ 29.12
	Dental Claims Assistant	Annual	\$48,685.00	\$50,796.20	\$52,197.60	\$52,852.80
		Biweekly	\$ 1,872.50	\$ 1,953.70	\$ 2,007.60	\$ 2,032.80
		Hourly	\$ 26.75	\$ 27.91	\$ 28.68	\$ 29.04

<b>Classification</b>	<b>Category</b>		<b>Start</b>	<b>1</b>	<b>2</b>	<b>3</b>
Clerical	Administrative Assistant	Annual	\$47,247.20	\$49,358.40	\$50,741.60	\$51,415.00
		Biweekly	\$ 1,817.20	\$ 1,898.40	\$ 1,951.60	\$ 1,977.50
		Hourly	\$ 25.96	\$ 27.12	\$ 27.88	\$ 28.25
	Finance Assistant	Annual	\$47,247.20	\$49,358.40	\$50,741.60	\$51,415.00
		Biweekly	\$ 1,817.20	\$ 1,898.40	\$ 1,951.60	\$ 1,977.50
		Hourly	\$ 25.96	\$ 27.12	\$ 27.88	\$ 28.25
	Communications Assistant	Annual	\$47,247.20	\$49,358.40	\$50,741.60	\$51,415.00
		Biweekly	\$ 1,817.20	\$ 1,898.40	\$ 1,951.60	\$ 1,977.50
		Hourly	\$ 25.96	\$ 27.12	\$ 27.88	\$ 28.25
Family Home Visitor	Family Home Visitor	Annual	\$54,909.40	\$56,492.80	\$58,130.80	\$59,732.40
		Biweekly	\$ 2,111.90	\$ 2,172.80	\$ 2,235.80	\$ 2,297.40
		Hourly	\$ 30.17	\$ 31.04	\$ 31.94	\$ 32.82
Harm Reduction Community Support Navigator	Harm Reduction Community Support	Annual	\$46,246.20	\$47,811.40	\$49,467.60	\$51,069.20
		Biweekly	\$ 1,778.70	\$ 1,838.90	\$ 1,902.60	\$ 1,964.20
		Hourly	\$ 25.41	\$ 26.27	\$ 27.18	\$ 28.06
Caretaker	Building Maintenance Worker	Annual	\$46,737.60	\$48,157.20	\$49,922.60	\$51,069.20
		Biweekly	\$ 1,797.60	\$ 1,852.20	\$ 1,920.10	\$ 1,964.20
		Hourly	\$ 25.68	\$ 26.46	\$ 27.43	\$ 28.06
	Caretaker	Annual	\$42,751.80	\$44,044.00	\$45,627.40	\$46,683.00
		Biweekly	\$ 1,644.30	\$ 1,694.00	\$ 1,754.90	\$ 1,795.50
		Hourly	\$ 23.49	\$ 24.20	\$ 25.07	\$ 25.65
	Uncertified Public Health Inspector (65% of PHI)	Annual	\$50,832.08			
		Biweekly	\$ 1,955.08			
		Hourly	\$ 26.42			
	Student Public Health Inspector	Hourly	\$ 20.94			
	Team Leader (effective May 19, 2022)	Hourly	\$ 2.00			

<b>Effective April 1, 2025-3%</b>						
<b>Classification</b>	<b>Category</b>		<b>Start</b>	<b>\$1.00</b>	<b>\$2.00</b>	<b>\$3.00</b>
Public Health Inspector	Chief Building Official - Part VII	Annual	\$88,234.64	\$90,755.08	\$93,333.24	\$97,873.88
		Biweekly	\$ 3,393.64	\$ 3,490.58	\$ 3,589.74	\$ 3,764.38
		Hourly	\$ 45.86	\$ 47.17	\$ 48.51	\$ 50.87
	Senior Public Health Inspector	Annual	\$82,982.12	\$86,426.08	\$89,042.72	\$93,564.12
		Biweekly	\$ 3,191.62	\$ 3,324.08	\$ 3,424.72	\$ 3,598.62
		Hourly	\$ 43.13	\$ 44.92	\$ 46.28	\$ 48.63
	Public Health Inspector	Annual	\$79,865.24	\$82,443.40	<b>\$84,944.60</b>	\$89,485.24
		Biweekly	\$ 3,071.74	\$ 3,170.90	<b>\$ 3,267.10</b>	\$ 3,441.74
		Hourly	\$ 41.51	\$ 42.85	\$ 44.15	\$ 46.51
Hygienist	Senior Registered Dental Hygienist	Annual	\$73,109.40	\$75,530.00	\$78,114.40	\$80,353.00
		Biweekly	\$ 2,811.90	\$ 2,905.00	\$ 3,004.40	\$ 3,090.50
		Hourly	\$ 40.17	\$ 41.50	\$ 42.92	\$ 44.15
	Registered Dental Hygienist	Annual	\$68,686.80	\$71,180.20	\$73,728.20	\$75,821.20
		Biweekly	\$ 2,641.80	\$ 2,737.70	<b>\$ 2,835.70</b>	\$ 2,916.20
		Hourly	\$ 37.74	\$ 39.11	\$ 40.51	\$ 41.66
Health Promoter	Health Promoter	Annual	\$71,962.80	\$74,601.80	\$77,259.00	\$79,479.40
		Biweekly	\$ 2,767.80	\$ 2,869.30	\$ 2,971.50	\$ 3,056.90
		Hourly	\$ 39.54	\$ 40.99	\$ 42.45	\$ 43.67
Purchaser	Purchaser	Annual	\$63,408.80	\$64,955.80	\$66,466.40	\$68,031.60
		Biweekly	\$ 2,438.80	\$ 2,498.30	\$ 2,556.40	\$ 2,616.60
		Hourly	\$ 34.84	\$ 35.69	\$ 36.52	\$ 37.38
Property Administrator	Property Administrator	Annual	\$63,408.80	\$64,955.80	\$66,466.40	\$68,031.60
		Biweekly	\$ 2,438.80	\$ 2,498.30	\$ 2,556.40	\$ 2,616.60
		Hourly	\$ 34.84	\$ 35.69	\$ 36.52	\$ 37.38
Communications Coordinator	Communications Coordinator	Annual	\$63,172.20	\$64,955.80	\$66,466.40	\$68,031.60
		Biweekly	\$ 2,429.70	\$ 2,498.30	\$ 2,556.40	\$ 2,616.60
		Hourly	\$ 34.71	\$ 35.69	\$ 36.52	\$ 37.38

<b>Classification</b>	<b>Category</b>		<b>Start</b>	<b>\$1.00</b>	<b>\$2.00</b>	<b>\$3.00</b>
Registered Practical Nurse	Registered Practical Nurse	Annual	\$58,567.60	\$60,223.80	\$61,880.00	\$63,572.60
		Biweekly	\$ 2,252.60	\$ 2,316.30	\$ 2,380.00	\$ 2,445.10
		Hourly	\$ 32.18	\$ 33.09	\$ 34.00	\$ 34.93
Smoke Free Ontario Act Inspector	Smoke Free Ontario Act Inspector	Annual	\$58,567.60	\$60,223.80	\$61,880.00	\$65,793.00
		Biweekly	\$ 2,252.60	\$ 2,316.30	\$ 2,380.00	\$ 2,530.50
		Hourly	\$ 32.18	\$ 33.09	\$ 34.00	\$ 36.15
Multimedia and Web Specialist	Multimedia and Web Specialist	Annual	\$57,348.20	\$58,749.60	\$60,151.00	\$61,516.00
		Biweekly	\$ 2,205.70	\$ 2,259.60	\$ 2,313.50	\$ 2,366.00
		Hourly	\$ 31.51	\$ 32.28	\$ 33.05	\$ 33.80
Graphic Designer	Graphic Designer	Annual	\$57,348.20	\$58,749.60	\$60,151.00	\$61,516.00
		Biweekly	\$ 2,205.70	\$ 2,259.60	\$ 2,313.50	\$ 2,366.00
		Hourly	\$ 31.51	\$ 32.28	\$ 33.05	\$ 33.80
Certified Dental Assistant II	Certified Dental Assistant II	Annual	\$49,849.80	\$51,506.00	\$53,180.40	\$54,691.00
		Biweekly	\$ 1,917.30	\$ 1,981.00	\$ 2,045.40	\$ 2,103.50
		Hourly	\$ 27.39	\$ 28.30	\$ 29.22	\$ 30.05
Communicative Disorders Assistant	Communicative Disorders Assistant	Annual	\$53,398.80	\$54,945.80	\$56,474.60	\$57,912.40
		Biweekly	\$ 2,053.80	\$ 2,113.30	\$ 2,172.10	\$ 2,227.40
		Hourly	\$ 29.34	\$ 30.19	\$ 31.03	\$ 31.82
Clerical	Management Assistant	Annual	\$57,348.20	\$58,749.60	\$60,151.00	\$61,516.00
		Biweekly	\$ 2,205.70	\$ 2,259.60	\$ 2,313.50	\$ 2,366.00
		Hourly	\$ 31.51	\$ 32.28	\$ 33.05	\$ 33.80
	Administrative Assistant - Vaccine Program	Annual	\$50,323.00	\$52,488.80	\$53,926.60	\$54,581.80
		Biweekly	\$ 1,935.50	\$ 2,018.80	\$ 2,074.10	\$ 2,099.30
		Hourly	\$ 27.65	\$ 28.84	\$ 29.63	\$ 29.99
	Dental Claims Assistant	Annual	\$50,141.00	\$52,325.00	\$53,762.80	\$54,436.20
		Biweekly	\$ 1,928.50	\$ 2,012.50	\$ 2,067.80	\$ 2,093.70
		Hourly	\$ 27.55	\$ 28.75	\$ 29.54	\$ 29.91

<b>Classification</b>	<b>Category</b>		<b>Start</b>	<b>\$1.00</b>	<b>\$2.00</b>	<b>\$3.00</b>
Clerical	Administrative Assistant	Annual	\$48,666.80	\$50,832.60	\$52,270.40	\$52,962.00
		Biweekly	\$ 1,871.80	\$ 1,955.10	\$ 2,010.40	\$ 2,037.00
		Hourly	\$ 26.74	\$ 27.93	\$ 28.72	\$ 29.10
	Finance Assistant	Annual	\$48,666.80	\$50,832.60	\$52,270.40	\$52,962.00
		Biweekly	\$ 1,871.80	\$ 1,955.10	\$ 2,010.40	\$ 2,037.00
		Hourly	\$ 26.74	\$ 27.93	\$ 28.72	\$ 29.10
	Communications Assistant	Annual	\$48,666.80	\$50,832.60	\$52,270.40	\$52,962.00
		Biweekly	\$ 1,871.80	\$ 1,955.10	\$ 2,010.40	\$ 2,037.00
		Hourly	\$ 26.74	\$ 27.93	\$ 28.72	\$ 29.10
Family Home Visitor	Family Home Visitor	Annual	\$56,565.60	\$58,185.40	\$59,878.00	\$61,516.00
		Biweekly	\$ 2,175.60	\$ 2,237.90	\$ 2,303.00	\$ 2,366.00
		Hourly	\$ 31.08	\$ 31.97	\$ 32.90	\$ 33.80
Harm Reduction Community Support Navigator	Harm Reduction Community Support	Annual	\$47,629.40	\$49,249.20	\$50,960.00	\$52,598.00
		Biweekly	\$ 1,831.90	\$ 1,894.20	\$ 1,960.00	\$ 2,023.00
		Hourly	\$ 26.17	\$ 27.06	\$ 28.00	\$ 28.90
Caretaker	Building Maintenance Worker	Annual	\$48,139.00	\$49,595.00	\$51,415.00	\$52,598.00
		Biweekly	\$ 1,851.50	\$ 1,907.50	\$ 1,977.50	\$ 2,023.00
		Hourly	\$ 26.45	\$ 27.25	\$ 28.25	\$ 28.90
	Caretaker	Annual	\$44,025.80	\$45,372.60	\$46,992.40	\$48,084.40
		Biweekly	\$ 1,693.30	\$ 1,745.10	\$ 1,807.40	\$ 1,849.40
		Hourly	\$ 24.19	\$ 24.93	\$ 25.82	\$ 26.42
	Uncertified Public Health Inspector (65% of PHI)	Annual	\$52,352.04			
		Biweekly	\$ 2,013.54			
		Hourly	\$ 27.21			
	Student Public Health Inspector	Hourly	\$ 21.57			
	Team Leader (effective May 19, 2022)	Hourly	\$ 2.00			

**LETTER OF UNDERSTANDING - RE: MERGERS, AMALGAMATIONS OR REORGANIZATION**

**BETWEEN**

**LEEDS, GRENVILLE AND LANARK DISTRICT HEALTH UNIT**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1559**

In the event of any significant restructuring, reorganization, divestment, consolidation, merger, or amalgamation involving all or part of the Employer with any other Health Unit (hereinafter referred to as a "Significant Restructuring"), the following procedures will apply:

1. Notification:  
The Employer shall notify the Union in writing as soon as reasonably possible upon becoming aware of the possibility or decision to proceed with a Significant Restructuring.
2. Consultation:  
Within thirty (30) days of receiving such notification, the Employer and the Union agree to convene a meeting to discuss the potential impacts of the Significant Restructuring on the Union's employees within the Bargaining Unit.
3. Ongoing Communication:  
The Employer and the Union commit to continuous consultation and the sharing of relevant information, related to the potential impact on employees of the Bargaining Unit such as to pertinent financial and known staffing implications while respecting any confidentiality or legal restrictions, throughout the process of the Significant Restructuring.

SIGNED this 26<sup>th</sup> day of February, 2025.

**ON BEHALF OF:**

THE CORPORATION OF THE LEEDS,  
GRENVILLE AND LANARK DISTRICT  
HEALTH UNIT

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1559

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**LETTER OF AGREEMENT - RE: WORKLOAD**  
**BETWEEN**  
**LEEDS, GRENVILLE AND LANARK DISTRICT HEALTH UNIT**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1559**

The Employer and Union are committed to maintain a workplace that demonstrates a sincere and continuing interest in the individual and collective well-being of all staff and recognizes the inherent worth and dignity of every employee.

The Employer recognizes that the issue of workload is a concern for the bargaining unit employees. The Employer and Union recognize and understand that workload can fluctuate.

The Employer and Union agree to review workload and discuss issues of concern that arise out of an employee's workload, through the Labour Management Committee, as established in article 8.04.

In recognition of the importance of workload concerns, and the need to discuss workload concerns, the issue of workload will be added as a standing agenda item for the Labour Management Committee.

When workload issues are raised, the Labour Management Committee shall discuss strategies to explore and resolve workload issues that impact staff. Upon consensus the Labour Management Committee will take recommendations to the Management Team.

SIGNED this 26<sup>th</sup> day of February, 2025.

**ON BEHALF OF:**  
THE CORPORATION OF THE LEEDS,  
GRENVILLE AND LANARK DISTRICT  
HEALTH UNIT

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1559

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**LETTER OF UNDERSTANDING - RE: SCHEDULING ON-CALL**

**BETWEEN**

**LEEDS, GRENVILLE AND LANARK DISTRICT HEALTH UNIT**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1559**

The purpose of this Letter of Understanding (LOU) is to address the scheduling of On-Call Duty for employees in the Public Health Inspector classification in accordance with Article 18.05.

On-Call scheduling will be completed in three distinct blocks of four month periods ("Block") in every calendar year. Scheduling of the first Block will be completed, as follows:

- (i) At least one month prior to a Block commencing, the Employer will circulate a blank schedule of the weekends, that require on call coverage, within the upcoming Block;
- (ii) In order of seniority, employees will select one weekend, within the Block, to be scheduled for on-call duty;
- (iii) Following all employees selecting a single weekend, remaining weekends will be offered to employees to voluntarily select, in order of seniority;
- (iv) Any remaining uncovered weekends will be assigned by the employer in reverse order of seniority.

Subsequent Blocks in a calendar year will be scheduled in accordance with the above. However, for subsequent Blocks, any assignment of remaining on-call coverage in accordance with (iv) will be made starting from the 'east senior employee who has not previously been assigned an on-call weekend (in accordance with (iv)) in the current calendar year.

Following the on-call schedule being created, employees may exchange an on-call weekend with another employee's on-call weekend, provided any exchanging of weekends is made with a minimum of 72 hours' notice, or with the approval from the Manager or Director of Community Health Protection. For clarity employees are not permitted to remove themselves from the weekend on call schedule and are only permitted the option to exchange weekends with another employee.

If an employee is unable to work their on-call weekend because of illness, bereavement, sick family time, or other personal emergency, the on-call weekend will be filled, as follows:

- i. If more than 72 hours advanced notice is provided, the weekend will be offered to all employees in the Public Health Inspector classification and a volunteer (if any) will be selected on the basis on seniority.
- ii. If less than 72 hours' notice is provided, or no employees volunteer in accordance with (i), the Employer will cover the weekend with non-bargaining unit staff.

The parties agree that on-call scheduling in accordance with this LOU may be discussed and reviewed at the Labour Management Committee and this LOU may be revised with the mutual agreement of the Union and Employer.

SIGNED this 26th day of February, 2025.

ON BEHALF OF:

THE CORPORATION OF THE LEEDS,  
GRENVILLE AND LANARK DISTRICT  
HEALTH UNIT

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1559

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**LETTER OF UNDERSTANDING - RE: MARKET WAGE ANALYSIS**

**BETWEEN**

**LEEDS, GRENVILLE AND LANARK DISTRICT HEALTH UNIT**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1559**

If, by June 1, 2025, there has been no merger of the Health Unit with any other Health Units, the Employer agrees to, following June 1, 2025, conduct a market wage analysis of all CUPE positions. The Employer agrees to share the comparators used in the analysis with CUPE.

By no later than March 31, 2026, the Employer will share the results of the market wage analysis with CUPE, and the Employer will share the results of the market wage analysis with the Board of Health.

For clarity, if a merger occurs, before June 1, 2025 this LOU is of no force or effect. Further, if a merger occurs following June 1, 2025 but before March 31, 2026, the Employer may, at its discretion, cease the market wage analysis required by this LOU.

SIGNED this 26th day of February, 2025.

ON BEHALF OF:

THE CORPORATION OF THE LEEDS,  
GRENVILLE AND LANARK DISTRICT  
HEALTH UNIT

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1559

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**LETTER OF UNDERSTANDING - RE: SELF-CARE DAYS**

**BETWEEN**

**LEEDS, GRENVILLE AND LANARK DISTRICT HEALTH UNIT**

**AND**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 1559**

For the term of this Agreement each employee will be entitled to two (2) paid self-care days in each calendar year, in accordance with current practice. The self-care days carry no monetary value and cannot be carried over into subsequent calendar years.

SIGNED this 26th day of February, 2025.

ON BEHALF OF:

THE CORPORATION OF THE LEEDS,  
GRENVILLE AND LANARK DISTRICT  
HEALTH UNIT

THE CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 1559

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