

COLLECTIVE AGREEMENT

BETWEEN

THE EASTERN ONTARIO HEALTH UNIT

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1997

January 1, 2024, to December 31, 2026


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ARTICLE I - PURPOSE

Article 1.01 - Purpose

It is the purpose of both parties to this agreement:

- a) To maintain and improve harmonious relations and settle conditions of employment between the Employer and its employees.
- b) To recognize the mutual value of joint discussion in negotiations and all matters pertaining to employment, salaries, hours of work and other conditions of employment as outlined in this agreement.
- c) To ensure that all reasonable measures are provided for the safety and occupational health of the employees.
- d) To cooperatively promote the well-being of its employees and extend to the community the highest possible standards of public health services.
- e) To promote the morale, well-being and security of all employees in the bargaining unit as described herein.

ARTICLE II - MANAGEMENT RIGHTS

Article 2.01 - Management Rights

The Union acknowledges that the Employer has the exclusive function of managing the affairs and operations of the Health Unit, and without limiting the generality of the foregoing, this includes the right to:

- a) Maintain order, discipline and efficiency, the right to hire, discharge, direct, classify, transfer, promote, demote and suspend or otherwise discipline employees providing only that claim of discriminatory promotion, demotion, transfer or a claim that an employee has been discharged or disciplined without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided.
- b) All other rights vested in the Employer and not specifically covered by this agreement shall remain the function of the Employer and the Employer agrees that these functions shall not be exercised in a manner inconsistent with this agreement.

ARTICLE III - RECOGNITION AND COVERAGE

Article 3.01 - Recognition Clause

The Employer recognizes the Canadian Union of Public Employees, Local 1997, as the sole and exclusive collective bargaining agent for all employees, save and except Program Directors/Coordinators, Supervisors and persons above these ranks, Physio and Occupational

Therapists, Social Workers, Executive Assistants to the Chief Executive Officer and to the Directors, and persons covered by subsisting collective agreements.

Article 3.02 - Work of the Bargaining Unit

No person whose job is in the bargaining unit shall lose his job or employment with the Employer by reason of non-bargaining unit employees doing the work normally performed by bargaining unit personnel.

Article 3.03 – No Other Agreements

No employee shall be required or permitted to make any written or verbal agreement with the Employer or her/his representative which may conflict with the terms of this Collective Agreement. No employee, or group of employees, may undertake to represent the Union without the Union's consent.

Article 3.04 - Definitions

Full-Time Employee

A full-time employee is one who works between sixty (60) hours to seventy (70) hours or greater, in a two-week pay period, on an ongoing basis, and on a pre-determined schedule.

Part-Time Employee

A part-time employee is one who works less than sixty (60) hours in a two-week pay period, excluding overtime, on an ongoing basis and on a pre-determined schedule.

Term Employee

A term employee is one who does not qualify as a Replacement Employee, as defined below, and is hired for a specific task or term of no more than twelve (12) months but exceeding one (1) month or to cover for an employee on an authorized leave of absence exceeding one (1) month. The term may be extended on mutual agreement by both parties. At the end of the term, such employee hired for the term shall be terminated. Such termination shall not be the subject of a grievance and/or arbitration.

Replacement Employee

A Replacement Employee is one who is hired for the purposes of replacement of an employee on an authorized leave of absence including parental, maternity or paternity leave, sick or disability leave, or a pre-paid leave of absence. Such replacement term shall be no more than twenty-four (24) months but exceeding one (1) month. The term may be extended on mutual agreement by both parties. At the end of the term, such employee hired for the term shall be terminated. Such termination shall not be the subject of a grievance and/or arbitration.

Where the Employer receives notice that an employee wishes to end his or her leave early, the Employer may terminate the Replacement Employee by providing three (3) weeks' notice.

Casual Employee

A casual employee is one who is called in as circumstances demand and is not assigned a territory. Casual employees shall not accumulate seniority.

An employee whose status changes from full-time to casual or part-time to casual shall not retain seniority. Where an employee's status changes from casual to full-time or casual to part-time, the employee's casual hours shall not be counted towards the probationary period required for the employee's new position. Casual employees are called in at the Employer's sole discretion.

Article 3.05 - Strike of Other Bargaining Unit

Employees in the bargaining unit will not be required or requested to perform Public Health Services normally performed by members of the Ontario Nurses' Association or Ontario Public Service Employees Union in the event that the members of such Association employed by the Employer are on strike or lock-out.

Article 3.06 (a)

The programs and services of the Employer shall be divided into two territories. All employees, other than casual employees, will be hired to a position. Employees may be scheduled to work in any location within the position's assigned territory. If not scheduled to a specific EOHU location, the employee will be deemed to be scheduled to the head office within the position's assigned territory (i.e. Casselman or Cornwall) or, where the employee is scheduled to work at a location which is not an EOHU location, to the EOHU location closest to the employee's first scheduled activity of the day.

The territories shall be defined by the following geographic regions:

- 1) United Counties of Stormont, Dundas and Glengarry
- 2) United Counties of Prescott and Russell

A position previously assigned to the "Casselman office", as a head office or administrative office, shall be treated as if assigned to the United Counties of Prescott and Russell territory. A position previously assigned to the "Cornwall office", as a head office or administrative office, shall be treated as if assigned to the United Counties of Stormont, Dundas and Glengarry territory.

Article 3.06 (b)

For the purposes of this agreement, the term "EOHU location" shall be deemed to be limited to the main office and the service centre(s) within an employee's assigned territory.

ARTICLE IV - NO DISCRIMINATION

Article 4.01 - No Discrimination

The Union and the Employer agree to comply with the provisions of the *Ontario Human Rights Code*, as amended. The parties agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by any of its representatives with respect to any employee because of his membership activities on behalf of the Union.

ARTICLE V - UNION SECURITY

Article 5.01 - Union Security

All employees in the bargaining unit shall, as a condition of continued employment with the Employer, become and remain members of the Union during the life of this agreement, beginning on the date the employee receives his first bi-weekly pay, subject only to the provision of Section 51 of the *Labour Relations Act*, as amended.

ARTICLE VI - DEDUCTION OF DUES

Article 6.01 - Deduction of Dues

The Employer agrees to deduct dues from the pay due all present and future employees, as of the date of hiring, in the amount as may be certified by the Secretary-Treasurer of the Union as being the dues applicable in accordance with the Union Constitution and By-Laws, as amended from time to time, in accordance with the provisions of Articles 5.01 and 14.10 herein. Deductions shall be made from each employee's bi-weekly pay and shall be forwarded to the National Secretary-Treasurer of the Union as per Article 6.02, accompanied by a list of the names of the employees from whose wages the deductions have been made together with any notified change of address for any such employee. A copy shall also be sent to the Secretary-Treasurer of the Local Union.

The Union agrees to indemnify and save the Employer harmless from any claims, actions, or causes of action arising out of the deduction of dues as aforesaid.

Article 6.02 - Remittance of Dues

The Employer agrees to remit the dues so deducted to the Secretary-Treasurer of the Union, on or before the 15th of the month following the month in which such dues have been collected, accompanied by a list, in alphabetical order, showing full name, classification, status, address and telephone number: full-time, part-time, term or casual, and amount collected for the period covered. In the event of a dispute, the Arbitrator would have the right to award costs. When using a temporary agency, the Employer agrees to inform the Agency of its' obligations to remit union dues on a monthly basis.

Article 6.03 - Income Tax Slip

The Employer agrees to insert the amount of Union dues paid by each Union member through payroll deduction on such employee's income tax (T-4) slips in each year.

ARTICLE VII - ADVICE TO EMPLOYEES

Article 7.01 - Advice to Employees

On commencement of employment, the Employer shall introduce the new employee to the Shop Steward or his designate at which time the Employer shall provide the employee with a copy of the current collective agreement. The meeting shall be scheduled in advance.

Article 7.02 - New Employees

Representatives of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a maximum of 30 minutes, during the first month of employment for the purpose of acquainting the new employee with the benefits and duties to Union membership and his responsibilities and obligations to the Employer and the Union. The Employer shall contact the Union Representative prior to scheduling a meeting.

ARTICLE VIII - CORRESPONDENCE

Article 8.01 - Correspondence

All correspondence between the parties arising out of or incidental to this agreement shall pass to and from the Director, Corporate Services, or her/his designate and the President of the Local Union and/or National CUPE Representative. Both parties agree to keep the other advised of the names and addresses of the President of the Local Union and/or National CUPE Representative and the Director, Corporate Services, or her/his designate.

ARTICLE IX - JOINT CONSULTATIONS

Article 9.01 - Labour/Management Committee

Either party to this agreement may request a meeting with the other for the purpose of discussing matters of mutual concern arising out of the working relationship between the Employer and its employees. The party to which the request for meeting is directed will make a reasonable effort to meet with the other within one (1) week of the request being made to discuss the matters raised in the request for meeting, it being understood that the provisions of this clause shall not be used for the purpose of discussing grievances or to circumvent the grievance and arbitration procedure herein nor to engage in the discussion of matters which would normally be dealt with in collective bargaining nor for the purpose of reopening this agreement.

Article 9.02 -

A request for meeting shall be in writing setting forth the particulars of the matter, which is to be discussed.

Article 9.03 -

A refusal to discuss the matter raised in the request for meeting shall not form the subject matter of a grievance or complaint made by either party to this agreement.

Article 9.04 -

In the case of the Union, the request for meeting shall be made by the Local President and directed to the Director, Corporate Services, or her/his designate, and in the case of the Employer, the request shall be made by the Director, Corporate Services, or her/his designate and directed to the Local President.

ARTICLE X - REPRESENTATION**Article 10.01 -**

Subject only to the provisions of Article IX herein the Employer will recognize and deal with such representatives of the Local Union as may be appointed or otherwise selected by it to represent employees in the processing of grievances or the renegotiation of this agreement. The Union agrees to keep the Employer informed in writing of the persons so appointed from time to time.

Article 10.02 - Grievance Committee

The Employer recognizes a Union grievance committee consisting of such persons (including the Steward having responsibility for the grievance under consideration) as the Union may appoint; it being understood that no more than three (3) members of which shall meet with the Employer at any one time.

Article 10.03 - Bargaining Committee

Subject only to Article 10.04 herein and for the purpose of renegotiating this agreement, the Employer recognizes a bargaining committee appointed by the Union, no more than three (3) of which shall absent themselves from work at any one time for the purpose of such negotiations without the specific written consent of the Employer. Each bargaining committee member shall advise their immediate supervisor of scheduled negotiation meetings upon receiving notice of such dates.

Article 10.04 -

A National representative of the Canadian Union of Public Employees may attend and participate in any meetings between the Employer and the representatives of the Local Union.

Article 10.05 - Representation - Grievances

The Employer will pay such named employee representatives their respective regular hourly rates of pay for all time lost during regular working hours while processing grievances and while attending meetings with the Employer, providing permission has been obtained from the Chief Executive Officer or his designate or arrangements are made in advance of any such meetings.

Article 10.06 - Representation - Bargaining

The Employer agrees to indemnify up to three (3) employees for any or all regular hours pay which may be lost by them as a result of being engaged in negotiations for a renewal of this agreement during regular working hours. It is clearly understood that this clause shall not be construed to mean that such negotiations shall be held during regular working hours.

Article 10.07 – Negotiations Meetings

Where operational requirements permit, the Employer will grant three (3) days' leave without pay to a maximum of four (4) employees including the President, to attend preparatory contract negotiations meetings. During such leave, the Employer will maintain the regular salary and benefits of such employee(s). The Union will reimburse the Employer for salary and benefits recovery upon presentation of an invoice to the Union stating amounts for each employee involved.

ARTICLE XI - GRIEVANCE PROCEDURE**Article 11.01 - Grievance Procedure**

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the collective agreement or a case where the Employer or the Union has acted unjustly or improperly. No grievance shall be considered either by the Union or the Employer, which has not been submitted within ten (10) days of the offence giving rise to the grievance coming to the attention of the grieving party.

All such grievances shall be in writing and shall contain a statement of the facts giving rise to the grievance or complaint and the article or subsection of this agreement that the grievance is based upon.

No individual complaint is considered to be a grievance until such time as the employee in question has discussed the incident with his direct work supervisor.

An earnest effort shall be made to settle grievances fairly and promptly in the following manners:

Step No. 1

The employee and a representative of the Union if the employee so desires it, shall take the matter up with the Manager, Human Resources. The Manager, Human Resources shall render a decision in writing within five (5) working days following the day on which the grievance is submitted. Failing settlement:

Step No. 2

In the event that the grievance is not settled at Step No. 1, the employee involved and a representative of the Union may, within five (5) working days of the date of receiving the answer (or if no answer is received at Step 1, then within five (5) working days after such answer ought to have been received), refer the grievance to the Director, Corporate Services, or her/his designate, who shall render a decision in writing within five (5) working days after receipt of the grievance. It is understood that the grievor, accompanied by his representative(s), may have the opportunity to meet with the Director, Corporate Services, or her/his designate, and the Chief Executive Officer to discuss the grievance.

Article 11.02 - Reference to Arbitration

In the event that the grievance is not settled at Step No. 2 (above) the Union or the Employer may refer the grievance to arbitration as provided for in Article XII of this agreement.

Article 11.03 - Time Limits

Time limits provided in the two-step grievance procedure as aforesaid may be extended by mutual agreement in writing between the parties.

Article 11.04 - Discharge/Suspension Grievance

In the event of the discharge of an employee that has completed his or her probationary period, such discharge may be taken up and treated as a grievance, in which case it shall be commenced at Step No. 2 of the grievance procedure.

Article 11.05 - Policy Grievance

Where a dispute involving the question of general application or interpretation occurs, or the Union or the Employer has a grievance, such grievance shall be commenced at Step No. 2 of the grievance procedure.

In the event that the Employer has a grievance concerning the conduct of the Union or any of its representatives or membership with respect to the foregoing or the administration or alleged violation of this agreement, such complaint shall be commenced by way of a letter of complaint directed to the President of the Local Union and the time limits contained in Step No. 2 shall appropriately apply.

Article 11.06 - Group Grievance

The Union and its representatives have the right to originate a grievance on behalf of a group of employees and to seek adjustment with the Employer in the manner provided in the grievance procedure. Such grievance shall commence at Step No. 2 and the Director shall render a decision in writing within ten (10) working days after receipt of the grievance.

Article 11.07 - Replies

Replies to grievances stating reasons shall be in writing at all stages.

Article 11.08 - Amendments to the Collective Agreement

Any mutually agreed changes to this collective agreement shall be in writing and shall form part of this agreement upon ratification by the membership of the Union and the Board of Health and are then subject to the grievance and arbitration procedures herein.

ARTICLE XII - ARBITRATION**Article 12.01 - Sole Arbitrator**

Where a grievance is to be referred to arbitration, including any question as to the arbitrability of same, it shall be submitted by way of a written notice addressed to the other party, within thirty (30) days after the grievance procedure has been exhausted. The parties will then attempt to select by agreement an arbitrator. If the parties are unable to agree on an arbitrator within fourteen (14) working days, they shall then request the Minister of Labour for the province of Ontario to appoint an arbitrator.

Article 12.02 - Powers of Arbitrator

The Arbitrator shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. The Arbitrator shall hear and determine the difference or allegation, and shall issue a decision and, subject only to the provisions of this agreement, such decisions shall be final and binding upon the parties and upon any employee affected by it.

Article 12.03 - Powers of Arbitrator

The Arbitrator shall not have any authority to alter or change any of the provisions of the agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the express intent or terms or conditions of this agreement or in any way modify, add to or detract from any part of this Agreement.

Article 12.04 - Fees

Each of the parties hereto shall share equally the fees and expenses, if any, of the Arbitrator.

Article 12.05 - Board of Arbitration

Wherever the term "Arbitrator" is referred to in the Agreement, the party who refers the grievance to arbitration may substitute an Arbitration Board for an Arbitrator at the time of reference to arbitration. In such case, the party referring the grievance to arbitration will provide the name of its nominee to the other party at the same time the notice of arbitration is sent to the other party. Within ten (10) working days thereafter, the other party shall name a nominee, provided, however, that if such party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select by agreement a chair of the Arbitration Board. If they are unable to agree upon such a chair within a period of fourteen (14) working days, they shall then request the Minister of Labour for the Province of Ontario to appoint a chair.

Each of the parties will bear the expense of the nominee appointed by them and the parties will share equally the fees and expenses, if any, of the chair of the Arbitration Board.

All provisions referring to a sole Arbitrator shall appropriately apply.

Article 12.06 - Time Limits

The time limits set out in the Grievance and Arbitration Procedure provisions are mandatory except by the written agreement of the parties to waive or extend the time limits.

ARTICLE XIII - DISCIPLINARY PROCEDURE**Article 13.01 - Disciplinary Procedure**

In the event the Employer initiates a disciplinary action against an employee who has completed his probationary period and which results in the suspension or discharge of the employee, such disciplinary action shall be confirmed in writing, by letter to the employee involved, setting forth the action taken and the penalty imposed, with a copy to the President of the Local Union.

Article 13.02 - Disciplinary Procedure

Wherever the Employer deems it necessary to discipline an employee, in a manner indicating that dismissal may follow if such employee fails to bring his work up to a required standard by a given date or if there is a repetition of the matter complained of, the Employer shall, within ten (10) working days thereafter, give written particulars of such censure to the employee involved with a copy to the President of the Local Union.

Article 13.03 - Disciplinary Report

The Employer shall make available to an employee or an Officer of the Union, with the consent of the employee concerned, any report concerning his work which may be on file including particulars of any complaint that may be detrimental to the employee's advancement or standing with the Employer. Any employee shall acknowledge viewing such report or complaint by affixing thereto his signature. A disciplinary report shall be removed from an employee's file after a period of eighteen (18) months has elapsed since the disciplinary action has been taken provided that no further similar disciplinary action has been recorded.

Article 13.04 - Burden of Proof

In cases of discharge and/or discipline, the burden of proof of just cause shall rest with the Employer. In the subsequent grievance proceedings or arbitration hearing, evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

Article 13.05

Where an employee is required to attend a meeting with the employer in relation to discipline, the employee shall be allowed union representation.

ARTICLE XIV - SENIORITY**Article 14.01 - Seniority**

- (a) The term "seniority" and/or date of hire as used in this Agreement shall be defined as the length of time that a full-time employee has worked in a position included in the bargaining unit. Part-time employees will accumulate seniority on the basis of hours worked in the bargaining unit.
- (b) "Term employees" and "casual employees" shall not accumulate seniority except in the case where the employee becomes a full-time or a part-time employee without a break in service, then seniority shall be recognized from the last date of hire.
- (c) Seniority shall operate on a bargaining-wide basis.

Article 14.02 - Seniority List

- (a) Seniority lists showing each member's name, date of hire, classification and seniority expressed in years and days shall be posted on all CUPE bulletin boards in all offices of the Employer in the month of February (to reflect to the end of December) and July (to reflect to the end of June) of each year.

- (b) Complaints concerning the accuracy of such lists shall be submitted to the Employer within thirty (30) working days of such posting and if no complaint is received within that time, such lists shall be deemed to be accurate.
- (c) A copy of all newly posted seniority lists shall be sent to the Union at the time of such posting as well as any subsequent corrections.
- (d) A copy of such lists will be attached to the Agreement at each reprint of the contract.

Article 14.03 - Probationary Period

A newly employed full-time or part-time employee shall be considered to be on probation for a period of eight hundred and forty (840) hours worked, after which seniority shall appear as of his date of last hiring. Prior to the completion of the probationary period, the employee may be terminated without cause at the sole discretion of the Employer. The Employer's decision to terminate a probationary employee shall not be grievable. The Employer further agrees to notify the Union in writing of the reason for the dismissal of an employee.

The parties hereto recognize that at times the Employer hires Public Health Inspector practicum students who have completed their academic requirements in order that they may complete their field training before being certified as Public Health Inspectors. Uncertified Public Health Inspectors will be granted a maximum of eighteen (18) months from date of employment to become certified with the Canadian Institute of Public Health Inspectors. Failure to do so shall be grounds for dismissal.

Article 14.04 - Seniority (Retention and Accumulation)

Seniority shall be retained and accumulated when an employee is absent from work under the following circumstances:

- a) approved leave of absence with or without pay of thirty (30) consecutive days or less; or
- b) when in receipt of Workplace Safety and Insurance Benefits until such time as declared permanently disabled by Workplace Safety and Insurance Board; or
- c) for a period of twenty-four (24) months after commencement of disability.

NOTE:

This clause shall be interpreted in a manner consistent with the *Ontario Human Rights Code*.

Article 14.05 - Seniority (Retention)

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

- a) subject to Article 14.06 herein, when on a lay off and recalled within eighteen (18) months following lay off; or
- b) thirty-six (36) months after commencement of disability; or

- c) approved leave of absence with or without pay exceeding thirty (30) consecutive days.

Article 14.06 - Seniority (Termination)

Seniority shall terminate and an employee shall be deemed to have quit when he:

- a) resigns for any reason;
- b) is discharged for just cause and is not reinstated under the provisions of the grievance and/or arbitration procedures herein;
- c) if he does not return to work following the termination of benefits under the *Workplace Safety and Insurance Act*;
- d) is absent from work for more than three (3) consecutive working days without leave or without giving a satisfactory reason to the Employer;
- e) does not return to work after an approved leave of absence within five (5) working days;
- f) is laid off and not recalled to work within a period of eighteen (18) months from the date of lay off or fails to notify the Employer, within ten (10) days from the date the notice was sent by registered mail, of his intention to return to work or fails to return to work on the date stated in his notification. A copy of the notices of recall shall be sent to the Union.

Article 14.07 - Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit on a permanent basis without his consent. An employee who elects to transfer to a position outside of the bargaining unit shall retain the seniority which he has accumulated in the bargaining unit up to the time of his promotion or transfer out of the bargaining unit but shall not accumulate further seniority after that date. Such employee shall have the right to return to the bargaining unit within four (4) months of his transfer outside the bargaining unit without loss of seniority or benefits and, if he exercises his right to do so, may return to his previous position but may not be transferred outside of the bargaining unit again for three (3) months, or such shorter period as the parties may agree to. It being understood that should the previous position no longer exist; the employer shall place the employee in a comparable position.

Article 14.08 - Resignation

An employee resigning from the employ of the Employer must do so in writing. No resignation shall be accepted officially until forty-eight (48) hours have elapsed from the time of the submission of the resignation at which time it shall become final.

Article 14.09 - Temporary Transfer Outside the Bargaining Unit

An employee relieving in a position outside the bargaining unit shall retain and accumulate seniority for a maximum of six (6) months unless an extension is mutually agreed to by the Union and the Employer.

ARTICLE XV - JOB POSTINGS

Article 15.01 - Job Postings

When a permanent vacancy occurs or a new position is created, within the bargaining unit, the Employer shall notify the President of the local Union in writing and post a notice of the position in the Employer's offices on all bulletin boards and electronic format for a period of not less than five (5) working days.

When a temporary position of more than five (5) months duration is created or occurs, within the bargaining unit, the Employer shall notify the President of the local Union in writing and post a notice of the position in the Employer's offices on all bulletin boards and electronic format for a period of not less than five (5) working days. It is further understood and agreed that if the temporary position is filled from within, no further posting will be required for the second temporary position created by the transfer.

Interested staff may then make a written application to the Chief Executive Officer or his designate for the position posted.

Status of proceedings shall be available upon request.

The Employer shall notify the local Union in writing of all positions filled, including their rate of pay.

Article 15.02 - Notice of Job Posting

Such notice shall contain the following information: nature of position, qualifications, knowledge, education and skills required for the job, shift, wage or salary rate or range applicable to the job posted and date position is expected to be filled.

Article 15.03 - Selection

- a) The parties hereto recognize the principle of promotion within the service of the Employer and accordingly it is agreed that vacancies within the bargaining unit shall be granted to the qualified applicant within the bargaining unit.
- b) In the event that there are no permanent employees who are the successful applicant, term and casual employees will be considered on the same footing as external applicants. Where the qualifications, abilities and skills of a term or casual employee are equal to those of an external candidate, preference shall be given to that employee.

Article 15.04 - Selection

In appointing an employee to a posted position, the following factors shall be considered by the Employer:

- a) Qualifications, ability and skills of the employees applying for the job;

b) Seniority;

and when the factors in (a) are relatively equal as between employees, factor (b) shall govern. In determining the qualifications, ability and skills, for cases of promotion, the Employer may require candidates to undergo testing and evaluation.

c) Employees who have been previously tested shall not be required to be re-tested for the same test if applying for a transfer and/or position within their same classification or a classification requiring lesser skills.

Article 15.05 - Selection

(a) The successful applicant shall be notified in writing of his selection for the posted position within twenty (20) working days subsequent to the date of posting. For the purposes of clarity herein it is understood that notice is given when the letter is mailed. Furthermore, the applicant shall occupy the new position within forty-five (45) working days of his written notification and his salary shall be adjusted appropriately at such time.

(b) An employee appointed to a posted position shall be considered on trial for a period of eight hundred and forty (840) hours worked from the date of his commencement on the job. The purpose of the trial is so that the employee may ascertain whether the work of the position is suitable to him and so that the Employer may determine if the employee is capable of performing the work of the position.

(c) An employee appointed to a posted position shall be entitled to return, within eight hundred and forty (840) hours worked after the date of his commencement on the job, to his previous position or to a comparable position, if his position no longer exists, without loss of seniority and at the rate of pay applicable to such position at any time during the trial period as aforesaid. Where the Employer determines that the employee cannot satisfactorily perform the job to which he was promoted or transferred, the employee will be returned to his former position or a comparable position if his former position no longer exists. The filling of the subsequent vacancies will likewise be reversed.

(d) The procedure in Article 15.05 (c) shall apply by analogy to individuals who have been involved in lateral transfer as a result of an appointment pursuant to Article 15.05 (a).

Article 15.06 - Job Posting

Within seven (7) calendar days of the date upon which he accepts the job, the name of the successful applicant shall be posted on all bulletin boards in the main offices, including a virtual bulletin board that the Employer will provide. The local Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment in the bargaining unit. The Employer further agrees that all such notification shall be in writing addressed to the President of Local 1997 and shall set forth the effective date of the appointment, hiring, lay off, transfer or termination of the person affected by it and shall state whether such is a full-time, part-time, term or casual employee.

Article 15.07 - Appointment of Senior Applicant

Where there are no qualified candidates, consideration for promotion may be given to the senior applicant who does not possess the required qualifications but who is likely to obtain the required qualifications within eight hundred and forty (840) hours worked. In the event that the successful applicant is unable to obtain the required qualification in the eight hundred and forty (840) hours worked, he will revert to his former position or a comparable position if his former position no longer exists.

It is further agreed that the time limit set above may be extended at the discretion of the Employer.

Article 15.08 - Selection

An employee selected as a result of a full-time posted vacancy need not be considered for a further vacancy in the same territory until such time as the successful candidate has been in the position for a period of eight (8) weeks, except for a vacancy that would allow for a promotion.

ARTICLE XVI - LAY OFFS AND RECALLS**Article 16.01 - Lay offs**

It is recognized that the Employer shall at all times be entitled to retain a work force having the ability to do the work assigned to it; accordingly, in layoffs and recalls to work following a layoff, the following shall apply:

- a) the Employer shall have regard to the qualifications and skills required by it in the performance of available work.
- b) the Employer shall have regard to the seniority of employees in the bargaining unit; and if, as between two (2) or more employees, the factors in (a) above, are relatively equal, then (b) shall govern and the employee with the most seniority shall be recalled.
- c) For the purposes of layoffs, probationary employees shall be laid off first and called back to work last.
- d) No new employee(s) shall be hired until all those laid off have been given an opportunity to return to work and failed to do so, or are not qualified or have been found unable to perform the work available.
- e) An employee whose job becomes redundant, either in whole or in part, and who accepts a transfer to another work location shall be entitled to return to his former job if such job is reinstated within a period of 36 months, and the employee is qualified for such job without training other than orientation. The requirement of posting shall be waived for the purpose of accommodating the application of this article.
- f) Where an employee holds more than one part-time position and the combined part-time positions equal one (1) FTE the employee may exercise their bumping right under this article to displace a more junior FTE.

Article 16.02 - Notice

- (a) Layoffs shall be made in accordance with the *Employment Standards Act*.
- (b) In cases where a lay off is not expected to last more than thirteen (13) weeks, the Employer shall notify employees who are laid off ten (10) working days prior to the effective date of lay off. If the employee has not had the opportunity to work the days as provided for in this Article, he shall be paid for the days upon which work was not made available.
- (c) In cases where a lay off is expected to last more than thirteen (13) weeks, the Employer shall notify employees who are laid off twenty (20) working days prior to the effective date of lay off or in accordance with the *Employment Standards Act*, whichever is greater, prior to the effective date of lay-off. If the employee has not had the opportunity to work the days as provided for in this Article, he shall be paid for the days upon which work was not made available.
- (d) In the event of a layoff, the Employer shall provide the Union with the notice at the same time as the employee. Upon notification to the Union, the Employer will convene a special meeting of the Labour Management Committee to discuss how to minimize the adverse effects upon employees.

Article 16.03 - Options to Employees

An employee in receipt of notice of lay off may:

- (a) accept the layoff;
- (b) opt to retire if eligible;
- (c) subject to 16.01, displace another employee who has lesser bargaining unit seniority in the bargaining unit if the employee originally subject to lay off has at least relatively equal skills and qualifications. It is understood that term employees may be displaced if there is more than two (2) months left before the end of the term otherwise, term employees may not be displaced.

An employee who chooses to exercise the right to displace another employee with lesser seniority shall advise the Health Unit of their intention to do so, in writing, and the position claimed within five (5) working days after receiving the notice of lay off.

Upon request of the employee and at the Employer's sole discretion, a greater period may be given to the employee for purposes of advising the Health Unit of his/her intention to displace. Refusal of such request shall not be grievable.

Article 16.04 - Vacancies

A displaced or laid off employee shall have the privilege of returning to a position in the same classification as the one held prior to the lay off or displacement should it become vacant within six (6) months of being displaced or laid off. The posting procedure shall not apply until all qualified

laid off employees have been given the opportunity to be recalled.

Article 16.05 - Recall

The Health Unit shall notify the employee of recall opportunity either in person or by registered mail addressed to the last address on record with the Health Unit. For the purpose of clarity herein, it is understood that notice is given when the letter is mailed. The notification shall state the job to which the employee is eligible to be recalled and the date and time at which the employee shall report to work. Within ten (10) working days from the date the notice was sent by registered mail, the employee shall inform the Employer either in person or by registered mail of his intention to return to work. An employee who fails to notify the Employer within ten (10) working days of his intention to return to work or fails to return to work on the date stated in his notification shall be terminated. The employee is solely responsible for their proper address being on record with the Health Unit. The President shall also receive a copy of the return to work notification.

Article 16.06 - Term Vacancies

Employees on lay off shall be given preference for term vacancies which are expected to exceed thirty (30) calendar days if the employees are qualified to perform the available work without training. An employee who has been recalled to a term vacancy shall not be required to accept such recall and may instead remain on lay off.

Article 16.07 - Seniority

An individual who lost his seniority and was deemed terminated because he was not recalled within eighteen (18) months after being laid off and is subsequently re-hired shall be credited with the seniority and service he held before his deemed termination if rehired within 24 months of the lay off.

Article 16.08 - Benefits

The Employer agrees that employees laid off for periods of less than eighteen (18) months shall have the right to maintain in force all existing employee benefit plans applicable to them except for long term disability, by making payment to the Employer of the premium costs of same, it being understood that the Employer shall, in such event, remit the premiums as aforesaid to the Insuring agencies on behalf of any employee so affected.

ARTICLE XVII - HOURS OF WORK

Article 17.01 –

a) **Hours of Work for Full-Time Employees**

The regular work day for full-time employees shall, except as provided herein, consist of seven (7) hours exclusive of one hour lunch break Monday to Sunday. The hours of work shall be scheduled between the hours of 7:00 a.m. and 11:00 p.m.

In scheduling full-time employees, the Employer shall respect the following restrictions except where the Employer and the employee concerned agree to vary the restrictions or where the scheduling is done by the employee:

- (i) The Employer may schedule employees to work a maximum of two evenings a week.
- (ii) The Employer shall not schedule the employee to work more than twelve (12) weekends in a calendar year. Employees shall not be required to work more than two (2) weekends per month. For the purposes of scheduling, a weekend consists of Saturday at 7:00 a.m. to Sunday at 11:00 p.m. Employees shall be paid a premium of three dollars (\$3.00) for all hours worked between Friday at 4:30 p.m. and Monday at 8:30 a.m. or during summer hours between Friday at 4:00 p.m. and Monday at 8:00 a.m. Equivalent time off for work on a Saturday and Sunday may be, by mutual agreement, taken at a later date within the succeeding 30 day period. Such hours will not be considered in the calculation of overtime. No employee shall be required to work a split shift.
- (iii) An employee who has worked on a weekend may be permitted to work more than seven (7) hours in a day during the week at his regular straight time hourly rate if authorized in advance by the Employer. In such a case, it is understood that the regular hours of work shall consist of seventy (70) hours in a two week period.
- (iv) Employees who are scheduled by the Employer to work evenings and/or weekends shall be advised at least fourteen (14) days in advance. Unscheduled evenings and weekends shall be paid for at the rate of time and one-half (1 ½) of the employee's regular straight time hourly rate for any hours for which fourteen (14) days' advance notice has not been provided.
- (v) Employees working after 4:30 p.m. and before 8:30 a.m., (or 4:00 p.m. and before 8:00 a.m. during summer hours) shall be paid a premium of two dollars and fifty cents (\$2.50) per hour. Where the premium is paid under (ii) above, no premium is payable under this clause.

b) Hours of Work for Part-Time, Term and Casual Employees

- i) The Employer operates on a seven (7) day per week basis with a regular work day from 7:00 a.m. until 11:00 p.m.
- ii) Employees shall be paid a premium of two dollars and eighty cents (\$2.80) per hour for all hours worked between Friday at 4:30pm and Monday 8:30am.
- iii) Employees working after 4:30 p.m. and before 8:30 a.m. shall be paid a premium of two dollars and twenty-five cents (\$2.25) per hour. Where the premium is paid under (ii) above, no premium is payable under this clause.

c) Hours of Work for Custodian

- i) The hours of work for the Custodian shall be thirty-seven point 5 (37.5) hours per week, to be scheduled as mutually agreed upon between the Employer and the

employee. Overtime to be paid after 37.5 hours per week, unless this position reverts back to 40 hours per week, then overtime will be paid after 40 hours worked.

- ii) The daily shift for the Custodian will not begin before 1:00 p.m. or later than 4:00 p.m. unless mutually agreeable.
- iii) Weekend work shall not attract premium pay unless scheduled by the Employer.

d) **Flexible Scheduling**

- (i) The hours of work may be altered for purposes of health-related or personal appointments at the request of an employee and with the prior approval of the Employer. Such request shall not attract premium pay.
- (ii) Employees may request a variable work day or work week arrangement which is other than the regular work day or work week. Prior approval of his or her supervisor shall be mandatory. It is understood that operational requirements shall be the only governing factor. Denial of such a request shall not be arbitrable.
- (iii) The normal hours of work shall be between 8:30 a.m. and 4:30 p.m., Monday to Friday. The normal hours of work may be changed with one (1) month's notice.
- (iv) At the request of an employee and with the prior approval of the Employer, the employee may alter his/her hours of work for up to thirty-five (35) hours per calendar year. Such request shall not attract premium pay. Such flex time shall be taken in increments of hours and shall be scheduled as mutually agreed upon between the Employer and the employee. Such flex time must be taken in the same calendar year in which the hours were accumulated. Any remaining flex hours at the end of the calendar year will be lost.

Article 17.02 - No Guarantee of Work and Rest Periods

It is further understood that nothing herein shall be construed to be a guarantee as to the hours of work per day or per week or as to a guarantee of work schedules.

Each employee shall be entitled to have two (2) rest periods each of fifteen (15) consecutive uninterrupted minutes at an appropriate time mutually agreed to by the Employer and the employee.

ARTICLE XVIII - OVERTIME

Article 18.01 - Overtime

Work in excess of seven (7) hours in a day and 35 hours in a week except as provided in 17.01(a)(iii) shall be deemed to be overtime, it being understood, however, that the Employer shall not be obliged to pay for the same overtime hours twice and that there shall be no pyramiding.

Article 18.02 - Overtime

All overtime hours shall require the prior written approval of the immediate supervisor with the understanding that, when such a written approval is impractical, verbal authorization may be extended by the immediate supervisor or his designate, with the provision of subsequent written approval.

Article 18.03 - Payment for Overtime

Overtime hours shall be paid for at the rate of time and one-half (1- 1/2) of the employee's regular straight time hourly rate. Hours worked on a holiday as set forth in Article 19.01 shall be paid for at the rate of one and a half times the employee's regular straight time hourly rate and in addition, will be entitled to a day off with pay, which day off can be either banked or paid out at the employee's regular rate of pay at the request of the employee. Employees so affected may choose to receive time off in lieu with respect to all overtime hours worked instead of receiving overtime pay as provided for herein. Time off in lieu of overtime pay shall be calculated at the same rate. It is recognized however that no employee is permitted to accumulate more than thirty-five (35) hours of overtime, which may be taken as in-lieu time. Such time off in lieu of overtime must be taken in the same calendar year, which the overtime was worked or no later than three (3) months after the end of the calendar year. Any outstanding credited time banked will be paid to the employee on the next pay.

Time off shall be taken by mutual agreement between the Employer and the employee in question and any such request by an employee shall not be unreasonably withheld by the Employer.

“Overtime” means work performed by an employee in excess of or outside of the normal hours of work per day or per week which has been authorized by the Chief Executive Officer or his designate. When written or verbal authorization per Article 18.02 is impractical due to direct client service delivery, overtime will be authorized after the fact by the employee's immediate supervisor or his designate. It is understood, however, that the Employer shall not be obliged to pay for the same overtime hours twice and that there shall be no pyramiding.

The accumulation of overtime for time off, by part-time employees, shall not exceed the allocation of vacation time as prescribed by the collective agreement. Employees cannot intentionally increase the number of work hours to secure paid vacation time. This is only allowable if program needs are justified and prior approval is required by the supervisor.

Article 18.04

No employee shall be required to take time off in lieu of overtime hours worked.

Article 18.05 - Meal Allowance

An employee required to work three (3) or more overtime hours in any one (1) work day shall receive a meal allowance of up to \$25.00. An amount of up to \$10.00 will be reimbursed without a receipt. Any amount greater than \$10.00 will be reimbursed upon submission of a receipt. The employee must be required to work over the meal period to be eligible for reimbursement

ARTICLE XX - VACATIONS**Article 20.01 - Accumulation**

Entitlement to annual vacation with pay for full-time employees will be earned and determined on the following basis:

- (i) Less than eleven (11) years of service: 1.667 days for each month of employment;
- (ii) When an employee has completed eleven (11) years of service, he/she will be entitled to twenty-five (25) days' vacation per year. This will be accumulated at the rate of 2.083 days per month of service.
- (iii) When an employee has completed Fifteen (15) years of service, he/she will be entitled to thirty (30) days' vacation per year. This will be accumulated at the rate of 2.5 days per month of service.
- (iv) When an employee has completed twenty (20) years of service, he/she will be entitled to thirty-five (35) days' vacation per year. This will be accumulated at the rate of 2.917 days per month of service.

In the event that an employee's employment is terminated for any reason, such employee shall receive vacation pay equal to vacation earned but not taken.

An employee absent in excess of ten (10) working days without pay in any one (1) month shall not accumulate any vacation time for the month during which such absence occurs.

An employee shall not be permitted to accumulate more than 1.5 times their vacation entitlement in their vacation bank.

Article 20.02 - Scheduling

It is agreed that the scheduling of vacation time will be subject to the demands and requirements of the Employer's provision of public health services. It is recognized that the scheduling of vacation or any other leave with or without pay shall not be permitted where it could impact adversely upon the delivery of services to the community. Any dispute in the choice of vacation dates between employees in each territory shall be settled on the basis of the seniority of the employees involved.

It is further understood that vacation requests will require a minimum of fifteen (15) working days notice, except when required on an emergency basis. Any exception to the above notice shall be dealt with on an individual basis, it being understood that the granting of vacations will not be unreasonably withheld. Vacation requests, except on an emergency basis noted above, shall be dealt with within ten (10) working days of the request being made.

The scheduling of vacations will be on the basis of seniority subject to the operational requirements of the Employer. During the peak vacation periods during the summer (in the months of June through August) and during the holiday season (from mid-December until mid-January), vacation requests must be submitted by April 30th for the summer schedule and by November 1st for the holiday season scheduling.

Article 20.03 - Vacation Credits while on Leave

Where an employee qualifies for short term disability benefits, bereavement or any other approved leave during his period of vacation and notifies the Employer, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall be either added to the vacation period or reinstated for use at a later date by mutual agreement between the Employer and the employee. Where the period of vacation is displaced by any period of sick leave, the Employer reserves the right to request a satisfactory medical certificate at the Employer's expense.

Article 20.04

Once vacation requests have been approved, they cannot normally be changed by the Employer without consent of the employee. Likewise an employee cannot change their vacation without the consent of the Employer. However, emergencies (e.g. unforeseen health hazards, emergency responses) would not fall under this provision and be considered a situation whereby the Employer has the right to declare an emergency situation and suspend such vacation leave.

When the employer cancels or alters a period of vacation of which it has previously approved in writing, the employer shall reimburse the employee for the non-refundable portion of vacation contracts and reservations made by the employee in respect of that period, subject to the presentation of such documentation as the employer may require. The employee must make every reasonable attempt to mitigate such losses.

ARTICLE XXI - SHORT TERM DISABILITY

Article 21.01 Sick Leave

Effective January 1st, 2012, full-time permanent employees shall be credited with twelve (12) days sick leave credits each year at 100% of their regular salary. After the twelve (12) days, the remuneration shall be at the rate of 70% of their regular salary. These credited days can be used for medical appointments.

After successful completion of the probationary period, an employee shall be paid retroactively for up to one week of sick leave.

In the case of absences of less than five (5) days duration, where an employee has more than five (5) such absences during the calendar year, or where the Employer suspects abuse of sick leave, the Employer reserves the right to request a satisfactory medical certificate at the Employer's expense.

In the event that an employee is absent for more than five (5) consecutive work days, he shall, upon request, file a satisfactory medical certificate, verifying the illness as a condition precedent to securing the illness allowance through the Short Term Disability Benefit.

Article 21.02 - Short Term Disability Benefits

All full-time employees who are unable to perform their duties due to an illness or injury of more than five (5) consecutive scheduled shifts, not otherwise covered by the Workplace Safety and Insurance Board, shall be eligible for Short Term Disability benefits in accordance with the following schedule:

<u>LENGTH OF SERVICE</u>	<u>75% SALARY</u>	<u>100% SALARY</u>
From date of hire to end of probation	0 weeks	0 weeks
From end of probation to 1 year	16 weeks	1 week
1 year to 2 years	16 weeks	1 week
2 years to 3 years	15 weeks	2 weeks
3 years to 4 years	14 weeks	3 weeks
4 years to 5 years	12 weeks	5 weeks
5 years to 6 years	10 weeks	7 weeks
6 years to 7 years	8 weeks	9 weeks
7 years to 8 years	6 weeks	11 weeks
8 years to 9 years	4 weeks	13 weeks
9 years to 10 years	2 weeks	15 weeks
10 years and over	0 weeks	17 weeks

For Short Term Disability purposes, salary shall be defined as the normal rate of pay earned by the employee immediately prior to the commencement of disability unless a salary adjustment occurs during the period of the disability, then compensation would be re-adjusted accordingly.

Article 21.03 - Documentation

Employees who are eligible for Short Term Disability benefits shall inform the Manager, Human Resources, of their absence. The Manager, Human Resources, will provide the required Short Term Disability application forms to the employee.

Article 21.04 - Miscellaneous

It is agreed and understood that:

- a) in the case of an unrelated claim, the potential 17 week period of Short Term Disability benefits shall be reinstated provided an employee has returned to active employment and has completed one full working day;
- b) in the case of a claim that is related to a previous claim, the potential 17 week period of Short Term Disability benefits shall be reinstated provided the employee has returned to work for thirty (30) or more consecutive calendar days since the cessation of the previous claim and the commencement of the related claim;
- c) an employee's entitlement to 100% pay shall be dictated by the number of completed years of service as from date of hire;
- d) Short Term Disability benefits continuing from one year into the next on a continuous basis would be subject to the 17 week maximum;
- e) an employee utilizing 17 weeks of continuous Short Term Disability benefits would not have these days increased by the number of statutory holidays that may occur during the period of disability, it being understood that statutory holidays during that period will be compensated at 100% of salary;
- f) benefits are not payable for the period of time an employee is absent on leave of absence pursuant to Article 22.03 of this Agreement.

Article 21.05 - Modified Work

The Employer agrees that, when possible, it will provide modified work to employees absent due to illness, disability or a work-related accident and who are medically able to return to work but are unable to perform all of the duties associated to their position or to work their regular hours of work. The Employee shall provide to the Employer the medical information necessary to facilitate his return to work. In recognizing their responsibility to accommodate disabled employees, the Employer and the Union agree to cooperate and when necessary meet to discuss individual cases.

ARTICLE XXII - LEAVES OF ABSENCE

Article 22.01 - Union Leave

Subject only to the demands made upon the Employer for its public health services, the Employer agrees to grant a cumulative total of thirty (30) days leave of absence without pay per year across the bargaining unit. Requests for such leaves shall be made at least five (5) days prior to the date upon which it is to be taken and the Employer agrees that the granting of such leave shall not be unreasonably withheld. The employer will charge the Local Union for the wages and benefits, and the Local Union will reimburse the Employer for such wages and benefits.

Upon request of an employee and at the Employer's sole discretion, additional leave may be granted. Refusal of such a request shall not be grievable.

Article 22.02 - Bereavement Leave

- a) In the event of the death of an employee's spouse or common-law spouse, including a same-sex partner, (as defined in the *Family Law Act, RSO 1990*), child, father, mother, brother, sister, step-child, grand-parent, grandchild, step-brother, step-sister, step-father, step-mother, mother-in-law, father-in-law, the Employer shall grant a leave of absence with pay of up to a maximum of five (5) scheduled working days for mourning. The death of a daughter-in-law and son-in-law or grandparent-in-law, sister-in-law, or brother-in-law shall result in the granting of three (3) scheduled days of mourning. The death of an aunt or uncle, niece or nephew, or first cousin, or a person who the employee considers chosen family, shall result in the granting of one (1) scheduled working day. Pay shall be at the employee's regular rate. Such leave shall be taken within ten (10) days following the death or after approval by the Director, may be taken at a later date.

“Chosen family” for the purposes of bereavement leave will be defined as a person with whom the employee is not related by blood or law but with whom the employee shares a close emotional relationship similar to that of a family member.

- b) In recognition of the fact that circumstances, which call for bereavement leaves are based on individual circumstances, the Employer, on request, may grant additional bereavement leaves.
- c) All permanent employees shall be entitled to bereavement leave pro-rated to their assigned full-time equivalency. It is understood that no less than one (1) day shall be granted.

Article 22.03 - Pregnancy and Parental Leave

(a) Pregnancy Leave

- i) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for pregnancy leave shall be thirteen (13) weeks of continuous service.

- ii) The employee shall notify her supervisor at least four (4) weeks in advance of the expected date of commencement of such leave. The employee shall give written notification of at least four (4) weeks in advance of the date of commencement of such leave and the expected date of return. At such time she shall also furnish the Employer with the certification of a legally qualified medical practitioner or midwife stating the expected birth date. Any exception with the above shall be dealt with on an individual basis.
- iii) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (ii) above by written notification received by the Employer at least two (2) weeks in advance thereof. If the employee wishes to return before the date originally approved in subsection (ii) above, she must give the Employer at least four (4) weeks' written notice before the earlier date. If the employee wishes to return later than the date originally approved in subsection (ii) above, she must give the Employer at least four (4) weeks' written notice before the date the leave was to end.
- iv) A permanent full-time or permanent part-time employee who is on pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 22 of the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks. The Supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings.
- v) Seniority shall continue to accumulate for a period of up to seventeen (17) weeks while an employee is on pregnancy leave.
- vi) The Employer will continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to seventeen (17) weeks while the employee is on pregnancy leave.
- vii) The employee who has taken a pregnancy leave shall be reinstated when the leave ends to the position she most recently held with the Employer if it still exists, or to a comparable position, if it does not.

b) **Parental Leave**

- i) Parental leave shall be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision. The service requirement for eligibility for parental leave shall be thirteen (13) weeks of continuous service.
- ii) The employee shall notify her supervisor at least four (4) weeks in advance of the expected date of commencement of such leave. The employee shall give written notification of at least two (2) weeks in advance of the date of commencement of such

leave and the expected date of return. Any exception with the above shall be dealt with on an individual basis.

- iii) An employee whose child comes into her custody, care and control for the first time sooner than expected must give the Employer written notice of her wish to take leave within two (2) weeks after she stops working.
- iv) The employee shall reconfirm her intention to return to work on the date originally approved in subsection (ii) or (iii) above by written notification received by the Employer at least two (2) weeks in advance thereof. If the employee wishes to return before the date originally approved in subsection (ii) or (iii) above, she must give the Employer at least four (4) weeks' written notice before the earlier date. If the employee wishes to return later than the date originally approved in subsection (ii) or (iii) above, she must give the Employer at least four (4) weeks' written notice before the date the leave was to end.
- v) Seniority shall continue to accumulate for a period of up to sixty-three (63) weeks while an employee is on parental leave.
- vi) The Employer shall continue to pay its share of the contributions of the subsidized employee benefits, including pension, in which the employee is participating for a period of up to sixty-three (63) weeks while the employee is on parental leave.
- vii) The employee who has taken a parental leave shall be reinstated when the leave ends to the position she most recently held with the Employer if it still exists, or to a comparable position, if it does not.
- viii) Effective on the date of ratification, a permanent full-time or permanent part-time employee who is on parental leave as provided under this Agreement, who was not eligible for an did not receive pregnancy leave pursuant to Article 22.03 (a), and who has applied for an is in receipt of Employment Insurance parental leave benefits pursuant to Section 23 or the Employment Insurance Act, shall be paid a supplemental unemployment benefit for a period not exceeding fifteen (15) weeks, The Supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of her weekly unemployment insurance benefits and any other earnings. Should the employee elect to take a parental leave of 61 weeks pursuant t to section 12(3)(b)(ii) of the Employment Insurance Act, the Supplement shall be equivalent to the difference between seventy-five percent (75%) of her normal weekly earnings and the sum of the weekly unemployment insurance benefits which she would have received had she elected a leave period of 35 weeks pursuant to section 12(3)(b)(i) of the Employment Insurance Act, and any other earnings. An employee's entitlement to a supplemental unemployment benefit shall not exceed that to which she would have been entitled has she been eligible to receive a pregnancy leave supplemental benefit pursuant to Article 22.03(a)(iv) of this Agreement.

Note for clarification:

Where an employee has taken Pregnancy Leave, the maximum for item (v) and (vi) shall be sixty-one (61) weeks.

c) Paternity Leave

An employee shall be granted seven (7) days paternity leave with pay, in relation to the birth of a child or adoption of a child.

Article 22.04 - Election

Employees shall be allowed three (3) consecutive hours off, without loss of pay before the closing of the polls in any Federal Election or Referendum and three (3) consecutive hours off without loss of pay prior to the closing of the polls in a Provincial (Ontario) or Municipal Election or Referendum.

Article 22.05**(a) Jury Duty and Crown Witness**

The Employer shall grant a leave of absence without loss of seniority benefits to an employee who serves as a juror or subpoenaed Crown Witness at any Court. The Employer shall pay such employee the difference between his normal earnings and the payment he receives for jury service or Crown Witness service, excluding payment for travelling, meals or other expenses. The employee will present proof of service and the amount of pay received.

(b) Witness in Court

Time spent by an employee required to serve as a Witness in Court in any matter arising out of his employment shall be considered as time worked at the appropriate rate of pay.

Article 22.06 - Leave for Canadian Citizenship Application

An employee shall be allowed the necessary time off with pay to process his Canadian Citizenship application.

Article 22.07 - Leave of Absence for Writing Exams

(a) An employee shall be entitled to a leave of absence with pay and without loss of seniority and benefits to write examinations to upgrade his employment qualifications if such courses have been undertaken at the request of the Employer.

(b) Leave of absence with pay to write examinations may be granted by the Employer to an employee who is not on Educational Leave. Such leave will be granted only where, in the opinion of the Employer, the course of study is directly related to the employee's duties or will improve the employee's qualifications.

Article 22.08 – Education Leave

A leave of absence with pay up to five (5) days may be granted to an employee for the purpose of further education directly related to the employee's employment. Requests for such leave shall be approved by the Chief Executive Officer or his designate.

Article 22.09 - General Leave of Absence

An employee shall be entitled to apply for a leave of absence without pay and without loss of seniority. Such request shall be in writing and may be approved by the Employer. It is agreed that the granting and scheduling of a general leave of absence will be subject to the demands and requirements of the Employer's provision of public health services. It is recognized that the granting and scheduling of a general leave of absence shall not be permitted where it could impact adversely upon the delivery of services to the community. It is agreed that the granting of such leave shall not be unreasonably withheld.

Article 22.10 – Leave of Absence Without Pay

Upon application by the Union in writing, the Employer shall grant a leave of absence, without pay, to an employee elected or appointed to full-time Union office. It is understood that no more than one (1) employee in the bargaining unit may be on such leave at the same time. Such leave shall be for a period of one (1) year from the date of appointment unless extended for a further specific period by agreement of the parties.

Seniority shall accumulate for employees during such leave on the basis of what their normal regular hours of work would have been.

It will become the responsibility of the employee for full payment of any applicable benefits in which the employee is participating during such leave of absence. It is understood that service shall not accrue during such leave.

The employee shall notify the Employer of his/her intention to return to work at least four (4) weeks prior to the date of such return. The employee shall be returned to his former position in the same department and at the appropriate rate of pay, subject to any organizational changes during the employee's absence.

Article 22.11 – Discretionary Leave

The Employer agrees to grant five (5) days per year without pay to all employees to be used at the discretion of the employee. Unless it is an emergency, the employee will submit his request for such days to his supervisor ten (10) working days prior to the actual date of the leave. If refused, the employer will provide written reasons. Such requests shall not be unreasonably withheld.

Article 22.12 – Personal Leave

The Employer shall grant a leave of absence of up to four (4) paid days per year. Such leave shall be pro-rated for part-time employees.

Article 22.13 - Pre-Paid Leave Plan

The Prepaid Leave Plan has been developed to afford full-time employees a one-time per employee opportunity of taking a one (1) year leave of absence (or a two-times per employee opportunity of taking a leave of absence of six (6) months) and to finance the leave through deferral of salary from the previous years in an appropriate manner.

The parties agree to the implementation of the Self-Funded Leave Plan as outlined below:

Eligibility

All full-time staff who have completed their probationary period and who have more than one year of full-time service.

The employee shall assume the responsibility of making herself/himself aware of the implications of the Plan including any income tax implications. Employees must confirm that they have received external financial advice and are aware of any financial implication.

Application

Written applications shall be submitted to the Director, Corporate Services, or her/his designate, who will consider the application and ensure that participation will not be detrimental to the service provided by the Employer. Leaves requested for the purpose of pursuing further formal education will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. Denial by the Employer shall not be considered a violation of this Agreement.

All employees wishing to participate in the Plan shall be required to sign an agreement supplied by the Director, Corporate Services, or her/his designate authorizing deduction before final approval for participating will be granted.

Seniority

An employee participating in the Plan shall accrue seniority for the duration of the leave and will retain the seniority previously acquired to their credit.

During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to her/him until the year of leave or upon withdrawal from the plan.

During the Self-Funded Leave year, the employee may engage in such plans of education and employment as he/she chooses, except that he/she may not be employed as an employee of the Employer.

Withdrawal and Death

A participant may, with the approval of the Employer, withdraw from the Plan only in extenuating circumstances or in cases of severe financial hardship. Requests for withdrawal must be submitted in writing, detailing the reason(s) for withdrawal.

Under no circumstances may a participating member withdraw from the Plan on or after commencement of the leave or within three (3) months prior to commencement of the leave.

When a request for withdrawal is approved, the Employer shall pay to the employee a lump sum amount equal to monies deferred plus interest accrued with applicable tax adjustments to the date of withdrawal from the Plan within sixty (60) days of the approving of the withdrawal.

Should an employee die while participating in the Plan, any balance in the employee's account at the time of death shall be paid to the employee's estate or a named beneficiary.

Payment

The manner in which the deferred salary is held shall be at the discretion of the Health Unit.

All deferred salary, 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 Health Unit and the employee.

Benefits

During all years that the individual employee is participating in the Self-Funded Leave Plan, excepting the leave year, all employee benefits shall be maintained according to the Collective Agreement at a level as if the employee were being paid at 100% of his/her salary.

During a leave granted under this Plan, benefits described in the Collective Agreement will be maintained providing the employee pay the applicable premium costs and the benefits carrier permits same.

An employee participating in the Plan shall be eligible excluding progression on the salary grid, upon return to duty for any increase in salary and benefit that would have been negotiated within the Collective Agreement had the one year leave of absence not been taken.

Sick leave credits and vacation credits shall not accumulate during the year spent on leave.

Return from Leave

On return from such leave, an employee shall be assigned to their former position. If such a position no longer exists, the placement of the employee shall be determined by applying the appropriate sections of the Collective Agreement. Notwithstanding the above, the employee may agree to accept an alternate placement, mutually agreed upon by the Employer and the employee.

An employee must return after the leave of absence and remain for a period of at least as long as the leave of absence, unless mutually agreed otherwise.

The Employer has the right to fill the position vacated by such leave at its discretion.

ARTICLE XXIII - WAGES AND SALARIES**Article 23.01 - Wages**

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, overtime, and other supplementary pay and deductions.

Article 23.02 - Equal Pay for Equal Work

Employees shall receive equal pay for equal work regardless of sex.

Article 23.03 – Promotions and Transfer to a Lower Paying Classificationa) **Promotions**

When an employee is promoted to a higher paying classification and such promotion would not otherwise result in any increase in salary at the time, such employee shall be placed in an experience grade in his new classification which will provide an increase closest to his previous salary rate. The date of promotion to the new classification shall become the anniversary date for the application of the salary progression.

b) **Transfer to a Lower Paying Classification**

When an employee is transferred to a lower paying classification, such employee shall be placed in an experience grade in his new classification which is closest to his previous salary rate. The date of the move to the new classification shall become the anniversary date for the application of the salary progression.

Article 23.04 - Temporary Assignment-Higher Rate of Pay

The Employer agrees that an employee temporarily assigned for a period in excess of five (5) consecutive working days to a position in the bargaining unit having a higher rate of pay shall, as of the first day, receive the rate of pay for such higher rated job and that upon the completion of such assignment, his former rate of pay shall apply.

Article 23.05 - Temporary Assignment-Lower Rate of Pay

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

Article 23.06 - Payment in Lieu of Benefits

Temporary, casual, or part-time employees shall not be entitled to receive the benefit of Articles 20.00 (Vacations), 21.00 (Short Term Disability Benefits), 19.00 (Holidays), or any of the negotiated benefits other than wages provided for in this agreement but shall receive in lieu a payout of twelve percent (12%) of their gross accumulated earnings representing compensation for benefits and an additional six per cent (6%) representing compensation for vacation entitlement on each pay cheque.

The percentage provided herein shall, for those employees electing to enroll in the O.M.E.R.S. pension plan, be reduced by the percentage being paid by the Employer as the Employer's contribution to the plan.

An employee who has completed five (5) years of service will be entitled to receive an additional one percent (1%) for vacation entitlement.

Article 23.07 - Technical Courses

The Employer shall pay the cost of the successfully completed academic or technical courses taken by an employee which were previously approved by the Employer.

Article 23.08 - Call Back

The Employer may call back an employee to work outside his regular working hours.

An employee called back to work outside his regular working hours shall be guaranteed a minimum of three (3) hours pay at the overtime rate of 1-1/2 times their regular hourly rate.

A mandatory call-back may be invoked by the Employer where no employee has voluntarily accepted a call back shift. Mandatory call-backs shall be invoke on the basis of reverse seniority (bottom to top). When an employee is called back under the mandatory call back, this employee will be paid at two times his regular hourly rate of pay plus all applicable premiums.

The parties to this agreement agree that should an employee be requested to extend his normal work day by 1 1/2 hours or more, same will be considered a call back.

Where an employee is called for work and is able to perform the work without reporting to the job site, he will be compensated for the time worked at the overtime premium rate in thirty (30) minute increments.

ARTICLE XXIV - CAR ALLOWANCE

Article 24.01 - Car Allowance

1. (a) The Employer agrees to pay, for all employees in the bargaining unit, a kilometrage allowance for kilometers driven in their vehicle on the Employer's business, a flat rate to be determined by the Board but not less than fifty cents (50¢) a kilometer. Subject to Article 24.01(b), employees shall not be paid, however, for their time or kilometrage for travel between the employee's home and any EOHU location within their assigned territory.
- (b) All employees employed on or before January 1, 2020, will be subject to the following for as long as they are employed in a position within the CUPE bargaining unit:
 - (i) Employees will not be paid to travel between the employee's home and the main office located within their assigned territory; and
 - (ii) Where an employee is required to travel to any location other than the territory's main office, the employee will be paid for their time and kilometrage only if the distance being traveled is greater than the distance between the employee's home and the main office within their assigned territory (their "regular commute"). Where the distance is greater, the employee shall be paid only for the time and kilometrage which exceeds the distance representing the employee's regular commute.
2. Parking expenses for business purposes will be fully reimbursed.

ARTICLE XXV - JOB DESCRIPTIONS AND CLASSIFICATIONS

Article 25.01 - Job Description

Each employee within the bargaining unit shall be given a copy of his job description and classification within ninety (90) days of the signing of this agreement and provide the Union with copies of same within forty five (45) days thereafter.

Article 25.02 - Classification

No existing classification shall be eliminated without prior notice being given to the Union. When a position remains vacant for more than two (2) months, the Union shall be notified if the Employer intends to not fill the vacated position.

Article 25.03 - New Positions

When a new position is established in the bargaining unit, the Employer agrees to meet with the Union no less than thirty (30) days after the Board of Health has approved the creation of said position for the purpose of negotiating the new job description, classification and appropriate rate of pay.

If the parties are unable to agree as to the foregoing such dispute may be submitted to arbitration. The salary shall be retroactive to the date the position was first established.

Article 25.04 - Job Descriptions

The Employer agrees to recognize a committee of two (2) representatives from both sides to review and up-date job descriptions at different intervals with the understanding that in the case of a disagreement, the Chief Executive Officer's decision, or his designate, shall be final.

Article 25.05 - Contracting Out/Technological Change

- a) No bargaining unit employee shall be laid off, have his hours of work reduced or his employment terminated as a result of the Employer contracting out or technological changes in its present work or service. It is further understood that there will be no elimination of existing classifications.
- b) The Employer will advise the Union, with at least 30 calendar days' notice prior to commencing the process, in the event that it intends to tender for the contracting of any work covered by this Agreement.
- c) Prior to awarding a contract pursuant to a tender under paragraph (b) above, the Employer will give the Union the opportunity to make a representation respecting the possibility of retaining the work within the bargaining unit. The Employer agrees to schedule a meeting for the purposes of such representation.

Article 25.06 - Technological Change

- (a) An employee whose job is changed or who is displaced from his job by virtue of technological change will suffer no reduction in his wage rate at the time his position was changed or he was displaced.
- (b) When the Employer is considering the introduction of major technological change, the Employer agrees to inform the Union as far as possible in advance of his intention and to update the information provided as new development allows and modifications are made.

Article 25.07 - Greater Skills

At the Employer's discretion, where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a period of time, not to exceed nine (9) months, during which they shall be required to perfect or acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position requiring greater skills. If an employee is unable to perfect or acquire the required new or greater skills, the Employer and the Union shall meet to discuss options for continued employment. Any agreement reached pursuant to the discussion shall be binding upon the Union, the Employer and the employee concerned. Where the parties fail to reach an agreement, the employee may be laid off.

ARTICLE XXVI - EMPLOYEE BENEFITS

Article 26.01 - OMERS

Upon commencement of employment of a permanent full-time employee, the Employer will enroll as a condition of employment, its employees into a basic pension plan administered by the Ontario Municipal Employees Retirement System (O.M.E.R.S.) with the Employer and employee contributions on a fifty-fifty percent basis.

Article 26.02 - Benefit Plans

As of the first day following the date of completion of two (2) months continuous service, the Employer agrees to pay 100% of the premium costs for all permanent full-time employees to a carrier who shall provide:

a) **Group Life Insurance**

A group life insurance program providing a level of benefit equal to 200% of the employee's basic annual earnings rounded to the next highest \$1,000.00 of benefit.

b) **Accidental Death and Dismemberment Insurance**

Each employee shall be insured for an amount equal to the amount of the above described life insurance plan (Article 26.02 (a)).

c) **Dependent Life Insurance**

Dependents of insured employees shall be insured as follows:

- spouse..... \$5,000
- child(ren)
- 14 days to 6 months..... \$500
- 6 months to 21 years..... \$2,000

d) **Long Term Disability Insurance**

Employees under the age of sixty-five (65) become eligible for long term disability benefits after they have been disabled for more than 119 days. The level of benefit shall be equal to 70% of the employee's basic earnings immediately prior to commencement of Long Term Disability. The Parties recognize that Long Term Disability coverage and benefits stop at the age of sixty-five (65).

The Employer accepts to meet with the Union to discuss cost and implications of including stress-related illnesses in the LTD benefit packages.

If a medical certificate is required, the Employer shall cover any costs incurred.

e) **Semi-Private Hospital Plan**

Which covers the cost of providing employees and their insured dependents full semi-private hospital coverage.

f) **Major Medical Plan**

A major medical plan which covers much of the costs of medical services not covered under the provincially sponsored E.H.T. program. The major medical plan will have a \$0 deductible per individual or family in a calendar year and will reimburse employees 80% of costs incurred for covered expenses.

g) The Employer agrees, upon request, to provide to the Union a copy of the master contract between the Employer and the insuring company which describes the exact details of the above insured benefits. The Employer also agrees to provide to each employee a booklet that describes each of the above benefits in more detail.

h) Effective January 1, 2020, the Employer shall pay 80% of premiums for dental benefits based on the current plan design or a comparable plan on the basis of the current ODA Fee Guide. The plan will cover major dental procedures: porcelain crowns, bridges or bridge work, dentures, and periodontics* to a maximum of \$2,500 per family member per year. The Plan will cover orthodontics up to \$2500 per family member per lifetime.

*services included in basic coverage

The deductible and portion to be reimbursed shall be consistent with that of the major medical plan.

i) Entitlement to benefits and payment of claims shall be subject to the terms and conditions and contractual provisions of the respective insurance company's master contracts. It is understood that the Employer may at any time substitute another carrier for any plan provided the benefits conferred thereby are not in total decreased. Before making such a substitution, the Employer shall notify and consult with the Union regarding the proposed change.

j) **Vision Care**

Effective January 1, 2016, each employee shall be insured for an amount equal to \$500.00 once every two (2) years for eye glasses or prescription lenses.

k) **Hearing Aids**

Coverage will include hearing aids (maximum \$1,000 per person every 5 years).

l) Paramedical Expense Maximums: effective January 1, 2024

Chiropractors

Physiotherapists

Podiatrists

Naturopaths

Osteopaths

Psychologists/Social Workers (including Psychotherapists/Therapists/Counsellors)

Speech Therapists

Massage Therapists

Lifetime Healthcare Maximum: unlimited

The paramedical limit shall be at \$5,000 dollars. It is agreed that an employee can elect to use the aggregate paramedical limit with no per practitioner limit.

Article 26.03 -

The employees agree that their share of the savings or rebate from Unemployment Insurance premiums shall be applied towards the cost of the Long Term Disability Plan.

Article 26.04 - Payment of Premiums

It is agreed that the Employer's obligation herein pertains to the payment of premiums only and that in no event shall the Employer be deemed to be an insurer or liable to pay any of the insured benefits provided for herein.

Article 26.05

Employees who elect to take early retirement shall be eligible to continue benefits, excluding Long Term Disability, at their own expense until such time as they reach 65 years of age.

Article 26.06 Health Care Spending Account

The employer will provide a Health Care Spending Account (HCSA) for permanent full-time employees in the amount of \$500 (dollars) per year, to cover health care costs, not including deductibles, that are either not covered by or exceed the maximum benefit payable under the Major Medical or Dental Plans, including paramedical services, provided such claims are allowable under the Income Tax Act. Employees who are hired during the calendar year of the Plan, and who are eligible to participate in the HCSA, will receive a prorated amount based on service.

ARTICLE XXVII - SAFETY AND HEALTH

Article 27.01 - Injury at Work

An employee who is injured during working hours and is required to leave for treatment or sent home as a result of such injury shall receive payment for the remainder of the working day, at his regular rate of pay, unless a doctor or a nurse states that the employee is fit for further work during that working day.

Article 27.02 - Injury at Work

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an accident shall be at the expense of the Employer.

Article 27.03 - Safety Boots

The Employer agrees to continue to provide hard hats to employees who require them. Where the Employer determines that safety boots are required on the part of employees it agrees to contribute one hundred and seventy-five dollars (\$175) per year towards the purchase of safety boots, upon presentation of proof of purchase.

Article 27.04 - Health and Safety

The Employer and the Union agree to comply with the *Occupational Health and Safety Act*.

ARTICLE XXVIII - MERGER OR AMALGAMATION OF EMPLOYER

Article 28.01 - Merger or Amalgamation of Employer

Subject only to "General Provisions" section of this agreement the Employer agrees that in the event that the Employer merges or amalgamates with any other body, that it shall use its best efforts to obtain an agreement that will preserve the following rights of its employees:

1. Credit for all accumulated seniority rights to be carried into employment with a new Employer;
2. Full service credits with respect to vacations with pay and all other negotiated benefits;
3. That the work and services performed by members of the Canadian Union of Public Employees Local 1997 and that the terms of this agreement shall continue to be performed by such members in the employ of the new Employer;
4. That employees shall receive the better of their conditions of employment and wage rates under this agreement or the conditions of employment and wage rates obtained or in effect with the new Employer;
5. That no employee shall suffer loss of employment as a result of such merger;
6. That preference in location of employment in the service of the new Employer shall be on the basis of seniority.

ARTICLE XXIX - COPIES OF AGREEMENT

Article 29.01 - Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this agreement and their rights and obligations under it. For this reason the Employer shall cause to be printed sufficient copies of this agreement within a reasonable time following its signing and the Union agrees to pay fifty percent (50%) of the costs of printing.

ARTICLE XXX - GENERAL PROVISION

Article 30.01 -

Whenever words denoting gender are used in the Agreement, they are intended to apply equally to all gender identities. Whenever the singular is used in the Agreement, it shall be considered as if the plural has been used if the context so requires.

Article 30.02 - No Strikes, No Lock-outs

The Employer and the Union agree that there shall be no strikes or lock-outs during the term of this agreement.

Article 30.03 - Bulletin Boards

The Employer shall provide space in all its offices for bulletin boards to be supplied by the Union and to be placed so that all employees will have access to them and upon which C.U.P.E. Local 1997 will have exclusive rights to post notices of meetings and such other notices as may be of interest to the employees providing such notices have received prior approval of the Director, Corporate Services, or her/his designate and such approval shall not be unreasonably withheld. The Employer also agrees to provide a virtual bulletin board. The Union can use work e-mail addresses to notify members of upcoming meetings.

Article 30.04 - Overtime During Lay Off

The Employer agrees that during periods of lay-off it will not either encourage or require excessive overtime to be worked by employees in the bargaining unit. The purpose of the undertaking contained within this clause is to ensure that employees have some protection and that employees are not asked to work overtime in order to avoid calling back to work employees who are on lay off. It is understood that overtime may be required on a casual basis with respect to employees in the field in order that they can complete daily assignments but that should overtime hours start to accumulate to an extent that they are close to being the equivalent of an additional full-time employee the Employer will make all reasonable efforts to call back to work an employee on lay off.

Article 30.05 - Schedules

Schedule "A" (Wages), Schedule "B" (Rules), Schedule "C" (Seniority List), attached hereto are deemed to form part of this collective agreement.

Article 30.06 – Emergency Situations

In any emergency situations, reallocation of resources and staff may be necessary to meet the needs of the community and as such, employees are required to perform duties as assigned.

For purposes of this article, emergencies will be those situations which directly affect the health, safety or well-being of the community including but not limited to pandemics, outbreaks of infectious diseases, environmental disasters, water contaminations, transportation disasters, bioterrorism attacks or any other declared emergency.

Compensation shall be in accordance with the Collective Agreement.

ARTICLE XXXI - TERM OF AGREEMENT**Article 31.01 - Term of Agreement**

This agreement shall be binding and remain in effect from the 1st day of January 2024 to the 31st day of December 2026 and shall continue from year to year thereafter unless either party gives to the other party notice in writing as provided for in Section 53 (1) of the Labour Relations Act, Ontario, R.S.O. 1980, Chapter 228, as amended, of its desire to terminate, amend or renegotiate the terms of this agreement.

In the event that such notice is received, this agreement shall remain in full force and effect until a new agreement is negotiated or until the time limits provided for in *The Labour Relations Act*,

Ontario, for conciliation procedures have expired, whichever first occurs.

Article 31.02 – Retroactivity

All agreements which affect monetary payments by the Employer shall be retroactive to January 1, 2024, to all employees in the bargaining unit as, and from that date. Any new employees hired since that date shall be entitled to a pro-rata adjustment to the remuneration from the date of their employment.

For employees no longer in the employ of the Employer, the Employer shall give notice of their entitlement to retroactive increase by mail, to the last place of residence listed in the Employer’s records.

Retroactive pay shall be made by separate payment, with an itemized statement showing the number of hours on which retroactivity has been paid, the amount per hour of this payment and amounts of retroactive payments for each item, other than salary.

Retroactive payment shall be made no later than eight (8) weeks after ratification of the Collective Agreement.

DATED at Cornwall, Ontario this 1st day of August, 2025.

FOR THE EMPLOYER:

FOR THE UNION:

Thérèse Bourgeois
Thérèse Bourgeois (2025-08-07 09:53:40 EDT)

Linda Cleroux
Linda Cleroux (2025-08-28 09:27:28 EDT)

Crystal White
Crystal White (2025-08-07 12:53:07 EDT)

Wayne Quenneville
Wayne Quenneville (2025-08-05 09:29:15 EDT)

Nicholas Fiscina
Nicholas Fiscina (2025-08-01 11:14:02 EDT)

Natalie Ladouceur
Natalie Ladouceur (2025-08-07 10:56:30 EDT)

[Signature]

"SCHEDULE A"

W A G E S

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 1997

CUPE WAGE GRID 2024-2026								
2024 4.50% INCREASE								
2025 3.50% INCREASE								
2026 2.50% INCREASE								
		STEP						
	YEAR	1	2	3	4	5	GC	
BROADCASTING/MULTI MEDIA PRODUCER	2023	33.30	34.34	35.41	36.50	37.63		
	2024	34.80	35.89	37.00	38.14	39.32		
	2025	36.02	37.15	38.30	39.47	40.70		
	2026	36.92	38.08	39.26	40.46	41.72		
COMMUNICATIONS OFFICER	2023	33.30	34.34	35.41	36.50	37.63		
	2024	34.80	35.89	37.00	38.14	39.32		
	2025	36.02	37.15	38.30	39.47	40.70		
	2026	36.92	38.08	39.26	40.46	41.72		
COMMUNICATIONS OFFICER - PROJECT LEADER	2023	39.29	40.51	41.76	43.05	44.37	44.74	
	2024	41.06	42.33	43.64	44.99	46.37	46.75	
	2025	42.50	43.81	45.17	46.56	47.99	48.39	
	2026	43.56	44.91	46.30	47.72	49.19	49.60	
CUSTODIAN	2023	24.34	25.08	25.88	26.66	27.49		
	2024	25.44	26.21	27.04	27.86	28.73		
	2025	26.33	27.13	27.99	28.84	29.74		
	2026	26.99	27.81	28.69	29.56	30.48		
DENTAL CLINICAL COORDINATOR	2023	42.21	43.53	44.86	46.25	47.68		
	2024	44.11	45.49	46.88	48.33	49.83		
	2025	45.65	47.08	48.52	50.02	51.57		
	2026	46.79	48.26	49.73	51.27	52.86		
DENTAL HEALTH EDUCATOR/ASSISTANT	2023	27.32	28.18	29.06	29.96	30.88	34.27	
	2024	28.55	29.45	30.37	31.31	32.27	35.81	
	2025	29.55	30.48	31.43	32.41	33.40	37.06	
	2026	30.29	31.24	32.22	33.22	34.24	37.99	

DENTAL HYGIENIST	2023	33.30	34.34	35.41	36.50	37.63	
	2024	34.80	35.89	37.00	38.14	39.32	
	2025	36.02	37.15	38.30	39.47	40.70	
	2026	36.92	38.08	39.26	40.46	41.72	
ENVIRONMENTAL HEALTH ANALYST/EDUCATOR	2023	33.30	34.34	35.41	36.50	37.63	
	2024	34.80	35.89	37.00	38.14	39.32	
	2025	36.02	37.15	38.30	39.47	40.70	
	2026	36.92	38.08	39.26	40.46	41.72	

ENVIRONMENTAL HEALTH TECHNICIAN	2023	30.32	31.28	32.22	33.21	34.25	
	2024	31.68	32.69	33.67	34.70	35.79	
	2025	32.79	33.83	34.85	35.91	37.04	
	2026	33.61	34.68	35.72	36.81	37.97	
EPIDEMIOLOGIST	2023	39.29	40.51	41.76	43.05	44.37	47.74
	2024	41.06	42.33	43.64	44.99	46.37	49.89
	2025	42.50	43.81	45.17	46.56	47.99	51.64
	2026	43.56	44.91	46.30	47.72	49.19	52.93
FAMILY HOME VISITOR * 2023 at old pay grid	2023	21.36	22.02	22.69	23.39	24.14	
	2024	25.44	26.21	27.04	27.86	28.73	
	2025	26.33	27.13	27.99	28.84	29.74	
	2026	26.99	27.81	28.69	29.56	30.48	
FOUNDATIONAL STANDARDS SPECIALIST	2023	39.29	40.51	41.76	43.05	44.37	
	2024	41.06	42.33	43.64	44.99	46.37	
	2025	42.50	43.81	45.17	46.56	47.99	
	2026	43.56	44.91	46.30	47.72	49.19	

HEALTH EDUCATOR (COMMUNITY COLLEGE)	Refer to OPSEU Public Health Educator wage grid						
HEALTH PROMOTER (BACCALAUREATE)	Refer to OPSEU Public Health Promoter wage grid						
HEALTH DATA ANALYST	2023	33.30	34.34	35.41	36.50	37.63	
	2024	34.80	35.89	37.00	38.14	39.32	
	2025	36.02	37.15	38.30	39.47	40.70	
	2026	36.92	38.08	39.26	40.46	41.72	
HEALTH HAZARD PREVENTION AND MANAGEMENT ANALYST	2023	36.30	37.42	38.58	39.78	41.01	
	2024	37.93	39.10	40.32	41.57	42.86	
	2025	39.26	40.47	41.73	43.02	44.36	
	2026	40.24	41.48	42.77	44.10	45.47	
LAYOUT DESIGNER	2023	27.32	28.18	29.06	29.96	30.88	
	2024	28.55	29.45	30.37	31.31	32.27	
	2025	29.55	30.48	31.43	32.41	33.40	
	2026	30.29	31.24	32.22	33.22	34.24	
LEAD EPIDEMIOLOGIST	2023	46.95	48.41	49.91	51.47	53.06	
	2024	49.06	50.59	52.16	53.79	55.45	
	2025	50.78	52.36	53.99	55.67	57.39	
	2026	52.05	53.67	55.34	57.06	58.82	
LEAD HEALTH HAZARD AND EMERGENCY MANAGEMENT	2023	44.75	46.13	47.55	49.02	50.54	
	2024	46.76	48.21	49.69	51.23	52.81	
	2025	48.40	49.90	51.43	53.02	54.66	
	2026	49.61	51.15	52.72	54.35	56.03	

LEAD PUBLIC HEALTH INSPECTOR	2023	44.75	46.13	47.55	49.02	50.54	
	2024	46.76	48.21	49.69	51.23	52.81	
	2025	48.40	49.90	51.43	53.02	54.66	
	2026	49.61	51.15	52.72	54.35	56.03	
MAINTENANCE TECHNICIAN	2023	27.32	28.18	29.06	29.96	30.88	
	2024	28.55	29.45	30.37	31.31	32.27	
	2025	29.55	30.48	31.43	32.41	33.40	
	2026	30.29	31.24	32.22	33.22	34.24	
MATERIALS MANAGEMENT TECHNICIAN	2023	27.32	28.18	29.06	29.96	30.88	34.27
	2024	28.55	29.45	30.37	31.31	32.27	35.81
	2025	29.55	30.48	31.43	32.41	33.40	37.06
	2026	30.29	31.24	32.22	33.22	34.24	37.99
MULTI MEDIA GRAPHIC DESIGNER (COMMUNITY COLLEGE)	2023	30.32	31.28	32.22	33.21	34.25	
	2024	31.68	32.69	33.67	34.70	35.79	
	2025	32.79	33.83	34.85	35.91	37.04	
	2026	33.61	34.68	35.72	36.81	37.97	
PROPERTY MANAGEMENT ASSISTANT	2023	36.30	37.42	38.58	39.78	41.01	
	2024	37.93	39.10	40.32	41.57	42.86	
	2025	39.26	40.47	41.73	43.02	44.36	
	2026	40.24	41.48	42.77	44.10	45.47	
PUBLIC HEALTH INSPECTOR	2023	39.29	40.51	41.76	43.05	44.37	
	2024	41.06	42.33	43.64	44.99	46.37	
	2025	42.50	43.81	45.17	46.56	47.99	
	2026	43.56	44.91	46.30	47.72	49.19	
PUBLIC HEALTH INSPECTOR - AWAITING CIPHI CERTIFICATION	2023	38.68	39.89				
	2024	40.42	41.69				
	2025	41.83	43.15				
	2026	42.88	44.23				

PUBLIC HEALTH INSPECTOR - PRACTICUM STUDENT (SAME AS HEALTH EDUCATOR)							
REGISTERED PRACTICAL NURSE	2023	27.32	28.18	29.06	29.96	30.88	
	2024	28.55	29.45	30.37	31.31	32.27	
	2025	29.55	30.48	31.43	32.41	33.40	
	2026	30.29	31.24	32.22	33.22	34.24	
SAFE WATER TECHNICIAN	2023	27.32	28.18	29.06	29.96	30.88	
	2024	28.55	29.45	30.37	31.31	32.27	
	2025	29.55	30.48	31.43	32.41	33.40	
	2026	30.29	31.24	32.22	33.22	34.24	
SECRETARY	2023	30.32	31.28	32.22	33.21	34.25	34.26
	2024	31.68	32.69	33.67	34.70	35.79	35.80
	2025	32.79	33.83	34.85	35.91	37.04	37.05
	2026	33.61	34.68	35.72	36.81	37.97	37.98
SENIOR PUBLIC HEALTH INSPECTOR	2023	46.95	48.41	49.91	51.47	53.06	
	2024	49.06	50.59	52.16	53.79	55.45	
	2025	50.78	52.36	53.99	55.67	57.39	
	2026	52.05	53.67	55.34	57.06	58.82	
SENIOR SYSTEMS SUPPORT OFFICER	2023	36.30	37.42	38.58	39.78	41.01	
	2024	37.93	39.10	40.32	41.57	42.86	
	2025	39.26	40.47	41.73	43.02	44.36	
	2026	40.24	41.48	42.77	44.10	45.47	
SENIOR WEB DEVELOPER AND PROGRAMMER	2023	39.29	40.51	41.76	43.05	44.37	
	2024	41.06	42.33	43.64	44.99	46.37	
	2025	42.50	43.81	45.17	46.56	47.99	
	2026	43.56	44.91	46.30	47.72	49.19	

POST-SECONDARY STUDENT	2020	15.25					
	2021	15.48					
	2022	15.75					
	2023	19.05					
NOVEMBER 11, 2023 - LIVING WAGE INCREASE	2023	20.60					
NOVEMBER 18, 2024 - LIVING WAGE INCREASE	2024	21.65					
HIGH SCHOOL STUDENT - LIVING WAGE							
OCTOBER 1, 2021 TO DECEMBER 31, 2021		14.35					
JANUARY 1, 2022 TO DECEMBER 31, 2022		15.00					
JANUARY 1, 2023 TO DECEMBER 31, 2023		15.50					
NOVEMBER 11, 2023 - LIVING WAGE INCREASE		20.60					
NOVEMBER 18, 2024 - LIVING WAGE INCREASE		21.65					

SCHEDULE C

FOR C.U.P.E. MEMBERS - LOCAL 1997
AS AT 4:30 P.M. December 31, 2024

P.1 of 2

NAMES		STATUS	DATE OF	SENIORITY	DAYS
			ENTRY	YEARS	
1 MORRISSON, Andrew	BROADCAST/MULTIMEDIA	FT	Monday, March 16, 2009	15	209.00
1 SEITZ, Gretchen	COMMUNICATION OFFICER, LEAD	FT	Monday, January 14, 2008	16	10.32
2 FISCINA, Nicholas	COMMUNICATION OFFICER	FT	Monday, September 24, 2012	12	71.00
3 SAUVE, Chantal	COMMUNICATION OFFICER	FT	Monday, October 29, 2012	12	24.43
1 MARION, Jason	CUSTODIAN	FT	Thursday, December 15, 2016	7	165.29
1 CHOLETTE, Stephanie	DENTAL COORDINATOR	FT	Monday, May 3, 2021	3	174.71
2 LAMARCHE, Brittny	DENTAL COORDINATOR	FT	Monday, November 6, 2023	1	39.89
1 LAFLECHE, Anik	DENTAL HYGIENIST	FT	Monday, February 22, 2021	3	222.14
2 PAQUETTE, France	DENTAL HYGIENIST	FT	Monday, February 6, 2023	1	224.46
3 BOLADO, Chelsea	DENTAL HYGIENIST	FT	April 8, 2024	0	192.07
1 BRISSON, Nicole	DENTAL HEALTH EDUCATOR/ASSISTANT	FT	Monday, January 7, 2008	14	176.18
2 LEFEBVRE, Kathrine	DENTAL HEALTH EDUCATOR/ASSISTANT	FT	Tuesday, April 14, 2020	4	188.00
3 DELORME, Brooke	DENTAL HEALTH EDUCATOR/ASSISTANT	FT	Monday, February 22, 2021	3	225.00
4 WILKES, Jennie	DENTAL HEALTH EDUCATOR/ASSISTANT	FT	Monday, March 1, 2021	3	221.46
5 BINGLEY, Jennifer	DENTAL HEALTH EDUCATOR/ASSISTANT	FT	Monday, March 1, 2021	3	220.00
6 DION, Carole	DENTAL HEALTH EDUCATOR/ASSISTANT	FT	Monday, April 17, 2023	1	185.00
1 SHI, YUANFENG	EPIDEMIOLOGIST	FT	Tuesday, March 9, 2004	21	170.00
1 MILAN, Idalia	ENVIRONMENT HEALTH ANALYST/EDUCATOR	FT	Tuesday, February 6, 2001	23	226.96
1 BRAY, Brenda	FAMILY HOME VISITOR	FT	Monday, March 19, 2007	13	142.59
2 PODSIAD, Natacha	FAMILY HOME VISITOR	FT	Monday, July 17, 2017	6	117.78
3 SOSNOWSKY, Christine	FAMILY HOME VISITOR	FT	March 15, 2021	3	100.11
4 HOTTE, Jessica	FAMILY HOME VISITOR	FT	March 11, 2024	0	212.00
5 PAQUETTE, Louise	FAMILY HOME VISITOR	PPT	March 18, 2024	0	142.18
1 DEODAT, Nadia	FOUNDATIONAL STANDARDS SPECIALIST	FT	Monday, December 16, 2019	5	12.00
1 KANYINDA, Tshiende Etienn	LEAD EPIDEMIOLOGIST	FT	Monday, September 13, 2021	3	74.29
1 TEWARI, Anchal	LEAD PUBLIC HEALTH INSPECTOR	FT	Monday, November 2, 2020	4	44.00
1 PARE, Stephane	MAINTENANCE TECH	FT	Monday, August 21, 2017	7	93.14
1 POINT, Natalie	MATERIAL MGT CLERK	FT	Monday, April 4, 2011	13	148.07
1 PARISIEN, André	MATERIAL MGT TECH	FT	Monday, July 13, 2009	15	124.93
1 MCNAMARA, Joe	MULTIMEDIA DESIGNER	FT	Monday, September 8, 2008	16	82.00
1 PARISIEN, Gilles	PROPERTY MGT ASSISTANT	FT	Monday, December 3, 2007	17	20.21
1 MACDOUGALL, Edwin	PUBLIC HEALTH INSPECTOR	FT	Tuesday, September 11, 2012	12	77.29
2 SURKO, Rachel	PUBLIC HEALTH INSPECTOR	FT	Monday, November 3, 2014	10	42.00
3 ISIDORO, Fatima	PUBLIC HEALTH INSPECTOR	FT	Thursday, November 7, 2019	5	189.07
4 MCDONALD, Margaret (Mag)	PUBLIC HEALTH INSPECTOR	FT	Monday, June 14, 2021	3	123.86
5 RANDALL, Liam	PUBLIC HEALTH INSPECTOR	FT	Monday, January 28, 2019	3	203.86
6 HENDRICKS, Akay	PUBLIC HEALTH INSPECTOR	FT	Monday, June 6, 2022	2	150.00
7 MUNTASHIR, Arif	PUBLIC HEALTH INSPECTOR	FT	Tuesday, August 2, 2022	2	109.00
8 SHAKSY, Ahlam	PUBLIC HEALTH INSPECTOR	FT	January 12, 2024	0	257.00
9 ROCHA, Olivia	PUBLIC HEALTH INSPECTOR	FT	February 5, 2024	0	236.00
10 UTHAYANAN, Sujina	PUBLIC HEALTH INSPECTOR	FT	February 5, 2024	0	236.00
1 KING, Bailey	REGISTERED PRACTICAL NURSE	FT	Tuesday, October 13, 2020	4	81.85

SENIORITY LIST
FOR C.U.P.E. MEMBERS - LOCAL 1997
AS AT 4:30 P.M. December 31, 2024
P.2 of 2

NAMES	STATUS	DATE OF		SENIORITY	
		ENTRY		YEARS	DAYS
1 LANGEVIN, Sandra	SECRETARY	FT	Monday, October 2, 1989	34	321.00
2 DEREPIGNIGNY, Andrée	SECRETARY	FT	Tuesday, July 2, 1996	28	164.71
3 LADOUCEUR, Natalie	SECRETARY	FT	Saturday, April 4, 1998	25	200.86
4 DENIS, Roxanne	SECRETARY	FT	Monday, March 19, 2018	6	206.18
1 BELANGER, Tony	SR WEB DEVELOPER/PROGRAMMER	FT	Monday, November 8, 2021	3	40.00
1 LEMIRE, Julie	SUPPORT CLERK	FT	Wednesday, October 18, 2006	16	123.25
2 VRANCKEN, Danika	SUPPORT CLERK	FT	Wednesday, September 12, 2012	12	79.00
3 DOW, Melissa	SUPPORT CLERK	FT	Monday, November 10, 2014	10	38.00
4 DESBOIS, Rose	SUPPORT CLERK	FT	Friday, August 3, 2018	6	107.00
5 BRAZEAU, Jasmine	SUPPORT CLERK	FT	Monday, October 15, 2018	6	55.93
6 SPOONER, Lindsay	SUPPORT CLERK	FT	Friday, March 1, 2019	5	218.00
7 BELANGER-HEROUX, Sarah	SUPPORT CLERK	FT	Monday, February 21, 2022	4	168.29
8 LINDENMANN, Marianne	SUPPORT CLERK	FT	Monday, September 6, 2021	3	82.04
9 MICHAUD, Kristina	SUPPORT CLERK	FT	January 5, 2022	2	24.07
10 COUTURE, Dominik	SUPPORT CLERK	FT	Monday, May 29, 2023	1	258.29
11 FORTIN, Liza	SUPPORT CLERK	FT	Monday, March 20, 2023	1	221.11
12 GRAVEL, Melanie	SUPPORT CLERK	FT	Tuesday, May 23, 2023	1	159.00
15 RAYMOND, Sarah	SUPPORT CLERK	FT	Monday, August 28, 2023	1	84.75
13 LAVIGNE, Rachelle	SUPPORT CLERK	FT	Monday, October 30, 2023	1	40.00
14 WALTERS, Lianne	SUPPORT CLERK	PPT	Tuesday, October 10, 2023	0	148.29
2 PRESTON, Andrew	SR SYSTEMS SUPP. OFF	FT	Monday, October 15, 2018	6	56.00
1 KUIPERS, Dennis	SYSTEMS SUPPORT OFFICER	FT	Saturday, January 7, 2023	2	229.68
COLEMAN, Michael	SYSTEMS SUPPORT OFFICER	FT	Monday, March 14, 2022	2	210.00
QUENNEVILLE, Wayne	TOBACCO ENFORCEMENT OFFICER	FT	Monday, August 30, 2010	14	46.01
LAPIERRE, Curtis	TOBACCO ENFORCEMENT OFFICER	FT	Friday, January 13, 2023	1	251.00
MARTIN, Tracy	VACCINE/BIOLOGICS MGT CLERK	FT	Monday, July 17, 2006	18	105.29

RULES

Pursuant to the provisions of Section 44(9) of *The Labour Relations Act*, Ontario, R.S.O. 1980, (as amended) the parties hereto agree that the following conduct on the part of the employee shall be deemed to be just cause for disciplinary action up to and including dismissal from the employ of the Employer. The penalty shall be at the discretion of the Board of Health.

In cases of dismissal the union shall be given the opportunity to be heard by the Board of Health before the Board exercises its authority:

1. Theft of the property of the Employer or of a fellow employee;
2. Willful damages to the premises of the Employer or its equipment;
3. Driving while impaired while on the Employer's business;
4. Being intoxicated or under the influence of a narcotic drug while on duty;
5. False statement on employment application in respect of a medical history or condition;
6. Falsification of time records.

LETTER OF UNDERSTANDING

BETWEEN

**Eastern Ontario Health Unit
(The “Employer”)**

AND

**Canadian Union of Public Employees, Local 1997
(The “Union”)**

Re: Interns

1. No person whose job is in the bargaining unit shall lose his/her job or employment with the Employer by reason of the Employer having Interns performing CUPE work.
2. The parties agree that Interns are not to be used to replace vacancies.
3. Interns shall not be paid more than the first step of the lowest paid classification in the Collective Agreement (excluding students).
4. There shall be no more than three (3) Interns at any time.
5. Internships shall not exceed a period of six (6) months.
6. The LOU shall be binding and remain in effect from the date of ratification (July 5, 2016).

DATED in Cornwall, Ontario this 1st day of August, 2025.

FOR THE EMPLOYER

Thérèse Bourgeois
Thérèse Bourgeois (2025-08-07 09:53:40 EDT)

Linda Cleroux
Linda Cleroux (2025-08-28 09:27:28 EDT)

Crystal White
Crystal White (2025-08-07 12:53:07 EDT)

FOR THE UNION

Wayne Quenneville
Wayne Quenneville (2025-08-05 09:29:15 EDT)

Nicholas Fiscina
Nicholas Fiscina (2025-08-01 11:14:02 EDT)

Natalie Ladouceur
Natalie Ladouceur (2025-08-07 10:56:50 EDT)

**LETTER OF UNDERSTANDING
BETWEEN
THE EASTERN ONTARIO HEALTH UNIT
AND
THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1997**

Re: Custodian

1. Notwithstanding Article 17.01 c) i) the parties agree that the Employer may hire Custodians to work less than thirty seven and one half (37.5) hours per week.
2. It is recognized that these hires shall be members of the bargaining unit.
3. The parties agree that the Cornwall custodian position will be a full time equivalent.

Dated at Cornwall this 1st day of August, 2025.

FOR THE EMPLOYER

FOR THE UNION

Thérèse Bourgeois
Thérèse Bourgeois (2025-08-07 09:53:40 EDT)

Wayne Quenneville
Wayne Quenneville (2025-08-05 09:29:15 EDT)

Linda Cleroux
Linda Cleroux (2025-08-28 09:27:28 EDT)

Nicholas Fiscina
Nicholas Fiscina (2025-08-01 11:14:02 EDT)

Crystal White
Crystal White (2025-08-07 12:53:07 EDT)

Natalie Ladouceur
Natalie Ladouceur (2025-08-07 10:56:50 EDT)

[Handwritten Signature]

LETTER OF UNDERSTANDING

BETWEEN

Eastern Ontario Health Unit

(the “Employer”)

AND

Canadian Union of Public Employees, Local 1997

(the “Union”)

Re: Labour Management Meetings

1. The parties agree to discuss at labour management issues relating to employee engagement including, but not limited to, task assignment, training, and development with a view towards resolving these issues.
2. The parties agree that such discussions shall take place prior to December 31, 2022.

DATED in Cornwall, Ontario, this 1st day of August 2025.


FOR THE EMPLOYER

Thérèse Bourgeois
Thérèse Bourgeois (2025-08-07 09:53:40 EDT)

Linda Cleroux
Linda Cleroux (2025-08-28 09:27:28 EDT)

Crystal White
Crystal White (2025-08-07 12:53:07 EDT)

FOR THE UNION


Wayne Quenneville (2025-08-05 09:29:15 EDT)

Nicholas Fiscina
Nicholas Fiscina (2025-08-01 11:14:02 EDT)

Natalie Ladouceur
Natalie Ladouceur (2025-08-07 10:56:50 EDT)

