

COLLECTIVE AGREEMENT

BETWEEN

**THE BOARD OF HEALTH FOR THE
HASTINGS AND PRINCE EDWARD COUNTIES
HEALTH UNIT**

(Hereinafter called the "Employer")

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 3314**

(Hereinafter called the "Union")

January 1, 2021 to December 31, 2022

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ARTICLE 1 – PREAMBLE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an orderly and amicable method of establishing terms and conditions of employment through collective bargaining, and of settling any differences or grievances which might from time to time arise.

ARTICLE 2 – RECOGNITION

- 2.01 The Employer recognizes the Canadian Union of Public Employees and its Local 3314 as the sole and exclusive Collective Bargaining Agent for all of its employees, save and except Supervisors, persons above the rank of Supervisor, Senior Public Health Inspectors, Payroll and Accounting Staff, Executive Assistant to the Medical Officer of Health, Administrative Assistants to the Director of Administration, Director of Health Protection and Director of Promotion, students, test shoppers, peer leaders and persons in bargaining units for which any Trade Union held bargaining rights as of February 10, 1988.
- 2.02 This Collective Agreement is applicable to all employees in the bargaining unit.
- 2.03 Employees shall not be required or permitted to make any written or verbal agreement with the Employer which conflicts with the terms of this Collective Agreement.
- 2.04 The parties hereto may, by mutual written agreement, change any provisions of this Collective Agreement (except the term hereof) and such changes form part of the Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 The Union acknowledges that it is the exclusive function of the Employer to supervise, direct and control the Employer's operations subject to the terms of this agreement and, without limiting the generality of the foregoing, such functions shall be deemed to include the right to:
- (a) direct the affairs of the Employer in the best interests of public health and for the benefit of those who make use of the Employer's facilities;

3.01 Continued

- (b) Maintain order, discipline and efficiency and in connection therewith; to make, alter and enforce from time to time reasonable rules and regulations, policies and practices to be observed by its employees; (any changes to which shall be on prior notice to the Union and employees) discipline or discharge employees, provided that an employee, who has acquired seniority, shall have the right to grieve that any discipline or discharge is without just cause, it being understood that a probationary employee can grieve any disciplinary action up to but not including discharge;
- (c) Select, hire, transfer, assign to shifts, promote, classify, lay-off or recall employees;
- (d) Determine the location of operations, the direction of the working forces, the schedules of operations, job content, quality and quantity standards and the establishment of work or job assignments.

3.02 The Employer agrees that its management rights prerogatives are subject to the provisions of this Collective Agreement.

ARTICLE 4 – NO DISCRIMINATION OR HARASSMENT

4.01 Both parties agree that there shall be no discrimination or harassment exercised or practised with respect to any employee as prohibited by the *Ontario Human Rights Code*.

ARTICLE 5 – UNION MEMBERSHIP

- 5.01 (a) The Employer shall deduct dues from every employee covered by this Collective Agreement in accordance with the Union Constitution and By-laws.
- (b) Membership in the Union shall be voluntary for all employees in the bargaining unit as at the date of certification. All employees in the bargaining unit who are, or may become, members in good standing shall maintain their membership in the Union. All employees hired subsequent to the date of certification shall become members of the Union. The Employer shall not be obliged to terminate any employee whose membership in the Union is suspended or terminated for any reason other than the failure to pay union dues where the employee is obligated to do so.

- 5.02 (i) Dues are to be deducted from each pay and shall be forwarded to CUPE National through direct remittance not later than the 15th day of the following month, together with a list of the members from whom the dues have been deducted.
- (ii) The Employer will provide to the Union, in an electronic format, a list of employees in the bargaining unit in June and December. The list will include, to the extent that it exists in the personnel records, each employee's name, job title/classification, home mailing address, home telephone number, personal email address, work site, employment status and, if the employee is on leave, the nature of the leave.
- 5.03 The Employer shall include on the T-4 slip the amount of union dues paid by each employee in the previous year.
- 5.04 Notice of any change in the amount of union dues will be provided in writing by the Union to the Director of Administration, at least one (1) month prior to the commencement of the pay period in which the new rate is to be implemented.
- 5.05 The Union hereby saves the Employer harmless from any and all claims, howsoever made, or arising, which may be made against the Employer in consequence of the deductions and remittances made by the Employer in accordance with Article 5.01 and 5.02.
- 5.06 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect and give each new employee a copy of this Agreement.
- 5.07 During an employee's probationary period, a representative of the Union shall be allowed up to fifteen (15) minutes within regular working hours to interview newly hired employees. Such interview shall be arranged with the approval of the new employee's supervisor and during the Union representative's regular hours of work. Such meeting shall not result in overtime premium or travel expenses. Meetings may be arranged collectively or individually.

ARTICLE 6 – UNION SECURITY AND RELATIONS

- 6.01 All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from any officer of the Local or National Representative of the Union and the Medical Officer of Health or designate. The President or Bargaining Unit Chairperson (as the case may be) and the Corresponding Secretary and the National Representative of the Union shall receive copies of all correspondence from the Employer. Any correspondence from the Union shall be sent to the Medical Officer of Health or designate with a copy to the Human Resources Manager and the Director of the Department to which the matter pertains.

- 6.02 There shall be no strikes or lock-outs so long as this Agreement continues to operate.
- 6.03 The Union and the employees will not engage in Union activities, save as provided herein, during the working hours or hold meetings on the premises of the Employer without the permission of the Employer.
- 6.04 Persons in the employ of the Health Unit excluded from the bargaining unit will not take the place of any employee in the bargaining unit so to cause such employee to suffer a loss of hours of work or pay.

ARTICLE 7 – COMMITTEES

- 7.01 The Employer agrees to recognize a Union Negotiating Committee of three (3) employees, plus the Local President if not an employee.
- 7.02 The Employer agrees to recognize a Union Grievance Committee consisting of the President, or Bargaining Unit Chairperson (as the case may be), Recording Secretary, and the Steward involved with the grievance.
- 7.03 A Joint Health and Safety Committee will be established under the *Occupational Health and Safety Act*, as may be amended. The Union shall nominate two (2) representatives and one (1) alternate who may attend meetings in place of one of the representatives. The joint committee will meet on a minimum of four (4) occasions per calendar year.
- 7.04 It is agreed that a Joint Union/Management Committee will be established with three (3) representatives from the Union and three (3) representatives from the Employer. This Committee shall meet on a minimum of three (3) occasions per calendar year. Matters which directly bear on the interpretation, application or scope of the Collective Agreement shall not be discussed unless mutually agreed. The Committee shall not have the power or authority to amend the collective agreement.
- 7.05 Each party shall notify the other in writing of the name of its members of the Negotiating Committee, the Grievance Committee, the Health and Safety Committee, and the Union/Management Committee before the other party shall be required to recognize them.
- 7.06 Employees on the above Committees shall not suffer loss of regular pay when meeting with the Employer during regularly scheduled working hours.
- 7.07 At any meetings with the Employer, a National Representative of the Canadian Union of Public Employees may be present.

- 7.08 No employee shall serve on any Committee established under this Article until the employee has completed the probationary period.

ARTICLE 8 – GRIEVANCE PROCEDURE

- 8.01 The parties to this Agreement believe that it is important to adjust complaints and grievances as quickly as possible. Notwithstanding the provisions contained in this Article, any employee may present a complaint at any time without recourse to the formal written procedure described herein.
- 8.02 In order to facilitate the adjustment of complaints and grievances, the Employer agrees to recognize three (3) Union Stewards. In order to be eligible, a Union Steward must have completed the probationary period and acquired seniority. Union Stewards shall not suffer loss of regular pay during attendance at meetings with the Employer pursuant to the grievance procedure provided the permission of the Union Steward's immediate supervisor is obtained prior to leaving the regular job and further provided the Union Steward immediately reports back to work upon completion of such meetings. Permission to leave a Union Steward's job by the Supervisor shall not be unreasonably withheld.
- 8.03 In the event of a complaint by an employee covered by this Agreement that the employee has been dealt with contrary to the provisions of the Collective Agreement or discharged or disciplined without just cause (after the acquisition of seniority) the employee may file a grievance with the Employer. All Grievances shall be in writing and shall contain a statement of the relief requested and the provision of the Agreement alleged to have been violated. Each grievance shall be filed in accordance with the procedure outlined in this Article within ten (10) working days from the occurrence of the circumstances which gave rise to it. The following shall be the procedure in processing and handling the grievances.

Employees who feel they have a grievance may, in the company of their steward, discuss the alleged grievance with their Supervisor. If the employee is not satisfied with the response of the Supervisor, then the grievance procedure may be invoked as follows:

STEP NO. 1

The employee with the assistance of the Steward shall take the matter up with the employee's Director within ten (10) working days of the occurrence giving rise to the grievance, who shall give the decision within five (5) working days of receipt of the grievance.

8.03 Continued

STEP NO. 2

If the grievance is not settled at Step #1, the employee with the assistance of the Steward may within ten (10) working days of the date of receiving the answer to the employee's Director (or if no answer is received under Step #1 within ten (10) working days after such answer ought to have been received) refer the grievance to the Medical Officer of Health or designate and that officer or designate shall give a decision in writing within five (5) working days of receipt of the grievance. Prior to the Medical Officer of Health or designate providing an answer hereunder, there shall be a meeting between the Employer and the Union at which a National Representative of the Union shall attend in order to discuss and attempt to resolve the grievance.

8.04 Notwithstanding any other provisions of this Agreement grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the sole Arbitrator.

8.05 **Policy Grievance**

A policy grievance is defined as a grievance arising directly between the Employer and the Union, of a matter which could not have been raised exclusively by an individual employee and which concerns the interpretation, application, administration or alleged violation of this Collective Agreement. This grievance shall proceed directly to Step No. 2.

8.06 **Management Grievance**

It is understood that the management may submit to the Union any complaint with respect to the conduct of the Union, its officers or members, or any complaint that a contractual obligation undertaken by the Union in this Agreement has been violated, such complaint to be submitted within ten (10) working days of the circumstances giving rise to the grievance.

Such a complaint, if not resolved by verbal discussion shall be reduced to writing and delivered or forwarded to the Secretary of the Union, whereupon it shall be discussed at Step No. 2 of the grievance procedure.

Failing a satisfactory settlement within ten (10) working days after the meeting of Step No. 2 the Employer may refer it to arbitration in accordance with the provisions of Article 8.04.

8.07 The grievor may attend, or be requested to attend, at all stages of the grievance procedure.

ARTICLE 9 – ARBITRATION

- 9.01 Within twenty (20) working days after the completion of the grievance procedure set out in Article 8, where a difference arises between the parties relating to the interpretation, application, or administration of the Agreement, including any question as to whether a matter is arbitrable, and where an allegation has been made that this agreement has been violated, either party may, notify the other, in writing, of its desire to submit the difference or allegation to arbitration. A matter referred to arbitration will be dealt with by a sole Arbitrator.
- 9.02 The parties shall jointly agree on the selection of the sole Arbitrator. The Arbitrator selected must be able to convene a hearing within thirty (30) days of the date that the Arbitrator is contacted. If the Arbitrator is unable to convene a hearing within thirty (30) days, then another Arbitrator, mutually acceptable to both parties will be selected. The decision of the sole Arbitrator shall be final and binding upon the parties and upon any bargaining unit member affected by it.
- 9.03 Either party may request mediation of a matter and where the other party has agreed to mediation, a referral to arbitration shall be delayed until after the mediator, jointly agreed to by the parties has conducted a meeting with the parties.
- Notwithstanding the foregoing, the parties may jointly agree to refer a matter to mediation/arbitration before a sole Arbitrator jointly agreed to by the parties.
- 9.04 The parties shall jointly share the expense of the sole Arbitrator.
- 9.05 The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of the Agreement, nor to alter, modify, or amend any part of this Agreement.
- 9.06 The time limits fixed in both the grievance and arbitration procedures pursuant to Article 8 and 9 may be extended by consent of both parties.
- 9.07 A claim by an employee, who has acquired seniority, that the employee has been discharged or suspended without just cause shall be treated as a grievance commencing at Step No. 2 of the grievance procedure.
- 9.08 Prior to leaving the premises, an employee who has been discharged or suspended may discuss the matter with the employee's union steward.

ARTICLE 10 - DISCIPLINE AND DISCHARGE

- 10.01 Any disciplinary action taken against an employee will be removed from the employee's personnel file if no other disciplinary action is taken against the employee for a period of eighteen (18) months from the date of the last disciplinary action. In the event that an employee is on an unpaid leave of absence of greater than one (1) month, the period of such leave shall not count toward the eighteen (18) month period. If disciplinary action is removed from an employee's file, in accordance with this provision, it shall not thereafter be used against the employee in any manner by the Employer.
- 10.02 Where permitted by law, an employee will be made aware of any complaints made by the Public against the employee's work or behaviour during the course of employment. In the event that the Employer intends to base any disciplinary action against an employee on the basis of such complaint, the employee will be notified of the complaint and given a fair and adequate opportunity to speak to the complaint.

ARTICLE 11 – SENIORITY

- 11.01 Seniority is defined as the last date of hire into a position in the bargaining unit. Effective upon the date of ratification of this Agreement, part-time employees shall have their seniority converted into years on the basis of eighteen hundred and twenty hours (1820) of service equal to one (1) year. No employee shall be credited with more than one (1) year of service during any calendar year regardless of hours of service.
- 11.02 The parties agree that seniority shall be considered in job postings, lay-offs, recalls and selection of vacation as specified in this Collective Agreement.
- 11.03 The Employer shall maintain a seniority list. An up-to-date seniority list shall be sent to the Union and posted on all appropriate bulletin boards in January and July of each year.
- 11.04 New employees shall serve a probationary period of six (6) months before acquiring seniority rights under this Agreement. During the probationary period, the termination of a new employee shall be at the sole discretion of the Employer, except that such employee has the right to grieve a violation of Article 4.01 or an act of bad faith. Once a new employee successfully completes the probationary period, then seniority shall date back to last date of hire with the Employer.

- 11.05 Seniority shall be retained, but not accumulated, when an employee is absent from work under the following circumstances:
- (a) The employee is on lay-off for a period of up to two (2) years;
 - (b) The employee is on an approved leave of absence in excess of twelve (12) months.
- 11.06 An employee's seniority shall be lost and the employee's employment will be terminated when an employee is absent from work under the following circumstances:
- (a) The employee voluntarily resigns and is not rehired within three (3) months after the resignation;
 - (b) The employee retires;
 - (c) The employee is discharged without reinstatement;
 - (d) The employee does not return to work after twenty-four (24) months following the expiry of Short Term Disability Benefits set out in Article 17 of this Agreement, unless the employee is examined and reported by a legally qualified medical practitioner, acceptable to the Employer, that the employee will be able to return to work within three (3) months of such examination;
 - (e) The employee has been laid off for two (2) years or more;
 - (f) The employee fails to return from an approved leave of absence;
 - (g) The employee fails to contact the Employer within fourteen (14) calendar days from the date of mailing of a registered letter advising the employee of a potential recall;
 - (h) The employee fails to report to work on the date agreed upon after accepting a recall offer of employment.
- 11.07 An employee shall lose seniority rights under the following circumstances:
- (a) The employee is absent from work without permission of the Employer for a period of five (5) consecutive working days without a valid reason;
 - (b) The employee fails to report the absence from work due to illness to the employee's Supervisor within five (5) consecutive working days, unless such notice is not reasonably possible.
- 11.08 Seniority shall be retained and accumulated in all instances except as set out in Articles 11.05, 11.06 and 11.07.

ARTICLE 12 – JOB POSTING

- 12.01 (a) Prior to filling a vacancy for a position covered by this Agreement, the Employer shall, where the Employer intends to fill the vacancy, post an electronic notice of the vacancy with an open period of a minimum of seven (7) calendar days in order that all employees will know that a position is open and be able to make written application therefore. The posting shall contain a summary of the job duties, qualifications required, location, hours of work and shifts. Where temporary vacancies occur due to a leave of absence pursuant to Article 18, the Employer shall only be required to post the initial vacancy. Subsequent vacancies which occur as a result of the posting to the initial temporary vacancy need not be posted.
- (b) A copy of each job posting will be sent to the Secretary of the Union.
- 12.02 For the purpose of selecting a suitable candidate, the Employer shall establish objective standards in order to measure the skill, ability, experience and qualification of all applicants. Where such factors are relatively equal, the position shall be granted to the most senior applicant. If no suitable applications are received, the Employer reserves the right to hire.
- 12.03 (a) The successful applicant shall be given a familiarization period of up to sixty (60) calendar days to establish that the employee is capable of performing the duties and responsibilities of the position. In the event the successful applicant proves unsatisfactory during the familiarization period, or if the employee is unable to perform the duties of the new job, the employee shall be returned or choose to return to the employee's former job and wage rate without loss of seniority. Any other employees promoted or transferred because of the initial vacancy shall also be returned to their former job and wage rate, without loss of seniority.
- (b) The Employer shall notify the Union in writing of the successful applicant(s) or if the position will be "gapped" no less than five (5) working days after the decision is made.
- 12.04 In the case of a pregnancy and/or parental leave, Employees promoted or transferred to positions outside of the bargaining unit may be returned to their former job and wage rate within nineteen (19) months. The Employer will seek the approval of the Union for any extension beyond nineteen (19) months.

12.04 Continued

In all other cases, Employees promoted or transferred to positions outside of the bargaining unit may be returned to their former job and wage rate within six (6) months. The Employer will seek the approval of the Union for any extension beyond six (6) months. At no time shall the period of time exceed twelve (12) months. Any other employees promoted or transferred because of the initial promotion or transfer of the employee outside of the bargaining unit will also be returned to their former job and wage rate. Employees who are so returned to their former job in the bargaining unit will retain their original seniority. Thereafter employees so promoted will only be credited with seniority acquired while in the bargaining unit or upon return to the bargaining unit. No employee will be promoted or transferred outside the bargaining unit without the employee's consent.

- 12.05 The Union shall be notified within seven (7) working days of all appointments, hirings, lay-offs, transfers, recalls and terminations of employment within the bargaining unit.
- 12.06 Employees who are successful in filling an internal vacancy shall not be eligible to apply for another internal vacancy for six (6) months unless mutually agreed between the Supervisor and the employee involved.
- 12.07 Provided that there is no interference with their regular duties and responsibilities, employees assigned to clerical classifications at less than full-time hours shall be offered any additional hours in clerical positions which may become available between 8:30 a.m. and 4:30 p.m. Where more than one such employee is available for such hours, they shall first be offered to the most senior employee.
- 12.08 Employees currently holding either a contract or casual position shall be permitted to apply for any posted vacancy and shall be considered for such position within their classification prior to the position being advertised externally.

ARTICLE 13 – LAY-OFF AND RECALL

- 13.01 A lay-off is triggered when a position becomes wholly or partially redundant.
- 13.02 Reference to classification in this Article shall mean those classifications set out in Schedule "A" of this Agreement.

- 13.03 An employee in a redundant position may exercise their seniority:
- (a) to first bump a junior employee in the redundant employee's classification provided s/he has the skill, ability and qualifications to perform the job after a familiarization period; and,
 - (b) failing that, the redundant employee may bump a junior employee in an equal or lower paying classification provided s/he has the skill, ability and qualifications to perform the job after a familiarization period.
- 13.04 An employee displaced pursuant to Article 13.03 may exercise their seniority in the same manner as per Article 13.03(a) and (b) above.
- 13.05 In the event of a layoff the Employer shall:
- (a) provide the redundant employee(s) with no less than thirty (30) days written notice or pay in lieu thereof.
 - (b) provide the Union with no less than thirty (30) days' notice.
- 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.
- 13.06 An employee in a job share arrangement may reclaim their entire job before exercising their bumping rights under this Article.
- 13.07 Where an employee holds more than one part-time position and the combined part-time positions equal one (1.0) FTE the employee may exercise their bumping rights under this Article and any other part-time position(s) the employee holds that would not otherwise be subject to layoff shall be considered vacant by the employee and the Employer is free to hire for those part-time position(s) in accordance with the provisions of this agreement.
- 13.08 A displaced part-time employee may exercise their seniority to bump a junior full-time employee provided they assume the full-time position held by that full-time employee.
- 13.09 An employee shall not be permitted to claim (bump into) a vacant position except where that vacant position continues to exist after having been posted in accordance with Article 11 and not filled.
- 13.10 Employees shall be recalled in the order of their seniority, provided they are qualified and capable of performing the available work.

- 13.11 No new employee shall be hired until employees on lay-off who are qualified and capable of performing available work have been given an opportunity of recall.
- 13.12 Individual employees who are being laid off shall be given notice or pay in lieu of notice as required by the *Employment Standards Act*, or as otherwise agreed between the parties, provided that a minimum of the ten (10) days notice of lay-off will be given to employees who will be permanently laid off as defined by the *Employment Standards Act*.

ARTICLE 14 – HOURS OF WORK

- 14.01 (a) The normal hours of work for all full-time employees are based upon seven (7) hours per day, thirty-five (35) hours per week, Monday to Friday, but shall not be construed as a guarantee of any specified number of hours of work either by day or by week.
- (b) Notwithstanding the above, the regular hours of work for Maintenance employees is eight (8) hours per day, forty (40) hours per week, Monday to Friday.
- (c) Notwithstanding 14.01(a) and (b) when an employee is working under a flexible working hours arrangement, the working hours shall be scheduled as follows:
- (i) Subject to the approval of an employee's supervisor, the employee will select and schedule their working hours so as to perform their assigned duties and responsibilities; and
 - (ii) It is understood that the Employer retains the right to approve, reject or modify any schedule proposed pursuant to (i) above. Subject always to operational requirements, such approval shall not be unreasonably withheld.
 - (iii) Notwithstanding Article 15.01, an employee may, with the prior approval of his/her supervisor reduce his/her normal one (1) hour lunch period to one-half (1/2) hour. Such approval shall always be subject to the operational requirements of the Health Unit.
- (d) Employees shall receive a one (1) hour unpaid lunch period and two (2) fifteen (15) minute paid breaks to be taken during their regularly scheduled work day.
- (e) A position may be posted as requiring flexible hours. In that case, hours of work will be in accordance with Article 14.01(c).

14.01 (f) The Employer and the Union agree that the following applies to the interpretation and application of Article 14.01 (Hours of Work) and Article 15 (Overtime):

- (i) The Employer and the Union acknowledge and agree that, although the exception rather than the rule, employees occasionally will not be able to schedule their normal working hours within the thirty-five (35) hour week averaged over a seventy (70) hour pay period ("flex time").
- (ii) Flex-time shall be accumulated at straight time to a cumulative total of not more than thirty-five (35) hours;
- (iii) The outstanding flex time shall be used according to the following schedule:

<u>Flex Time Accrued</u>	<u>Taken Before</u>
Jan 1 to Mar 31	April 30
April 1 to June 30	July 31
July 1 to Sept 30	October 31
Oct 1 to Dec 31	January 31

- (iv) Flex time not used up in accordance with 13.01(f)(iii) above will revert to zero for that quarter.

14.02 **Job Share Agreements**

The parties mutually agree to continue with job sharing. Job sharing is defined as an arrangement whereby two (2) Bargaining Unit members share hours of work of what would otherwise be one (1) full-time position. The Bargaining unit members working as job sharers will be classified as regular part-time and will be covered by the Collective Agreement with the following exceptions:

1. The Employer will determine the suitability and number of job sharing positions.
2. Job sharing requests with regard to full-time positions shall be considered on an individual basis.
3. Total hours worked by the job sharers shall equal one (1) full-time position. The incumbent Bargaining Unit member shall determine the percentage of workload he/she will assume in the job share agreement and the remaining hours may be posted as a job share position and selection will be made on the job posting criteria set out in Article 12.

- 14.02 4. (a) In the event that no members of the Bargaining Unit apply for the position, then the Health Unit shall be at liberty to hire externally to fill the position. The incumbent Bargaining Unit member and the member who assumes the remaining time of the incumbent member's full-time position shall be considered as a job sharing arrangement.
- (b) In the event the Health Unit is unable to obtain the services of a qualified individual to assume the second part of the job share arrangement, then it will revert to a full-time position and the incumbent Bargaining Unit member will have first refusal to assume the full-time position.
- (c) Should the incumbent Bargaining Unit member not wish the full-time position, then he/she may exercise his/her seniority rights to assume a regular part-time position, equal to or lesser than the FTE occupied as a job share, as permitted by the Collective Agreement. If the bargaining unit member exercises this option, then the Health Unit shall be at liberty to fill his/her full-time position in accordance with the terms and conditions of the Collective Agreement.
- (d) The parties agree that an employee may terminate the job share arrangement on thirty (30) days' notice. The Employer may terminate the job share arrangement on thirty (30) days' notice where there is a valid operational reason for so doing.

ARTICLE 15 – OVERTIME

- 15.01 Subject to 14.01 (f) authorized work in excess of seven (7) hours per day, thirty-five (35) hours per week, or after 4:30 p.m. on Friday until before 7:30 a.m. on the following Monday, shall be considered as overtime (except Maintenance classification in which the overtime will be worked in excess of eight (8) hours per day and forty (40) hours per week).
- 15.02 Overtime worked shall be compensated by pay at one and one-half (1½) times unless the employee requests that it be treated as time off at one and one-half hours off for each hour worked.
- 15.03 Employees shall take compensating time off so that they will not accumulate more than fifty (50) hours of compensating time off. Accumulated compensating time, up to a maximum of fifty (50) hours will be paid at overtime rates if such compensating time is not taken prior to the end of the calendar year in which it was carried.

- 15.04 Compensating time off for overtime shall be taken at a time mutually agreeable to the employee and the Employer provided that agreement to schedule compensating time shall not be unreasonably withheld by either the Employer or the affected employee.
- 15.05 All employees shall be paid a shift premium of One Dollar (\$1.00) per hour for all hours during a shift which begins after 3:00 p.m.
- 15.06 Shift premium and overtime shall not be pyramided.
- 15.07 Hours worked after 4:30 p.m. on a day before Good Friday, Canada Day and Remembrance Day shall be considered as overtime and reimbursed the same as hours worked after 4:30 p.m. on a Friday.

ARTICLE 16 – PAID HOLIDAY

- 16.01 The following shall be recognized as holidays to be paid for at regular rates:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Last working day before Christmas Day (1/2 day p.m.)
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday (1 st Monday in August)	Last working day before New Year's Day (1/2 day p.m.)

- 16.02 In order to qualify for such holiday, an employee must work the employee's last scheduled working day before and the employee's first scheduled working day after such holiday and must work on the holiday if the employee is scheduled to work, unless the employee is absent on any of such days with the permission of the Employer.
- 16.03 In order to be eligible for holiday pay pursuant to Article 16.01, an employee must have earned wages on at least ten (10) days in the four (4) week period immediately preceding the paid holiday.
- 16.04 In the event that an employee is scheduled to work on any paid holiday and works on the holiday, the employee shall be paid time and one-half (1½) the employee's regular hourly rate (or receive compensating time off in lieu thereof in accordance with Article 15) for all hours worked plus another day off with pay. Such day will be at a mutually agreed upon time between the employee and the employee's Supervisor.

16.05 Paid holidays shall be pro-rated for part-time employees.

$$\begin{aligned} & \text{Part-time regular hourly rate} \times \frac{\text{part-time hours per week}}{\text{full-time weekly hours}} \\ & = \text{holiday pay} \end{aligned}$$

ARTICLE 17 – VACATIONS

17.01 The vacation year shall be from January 1 to December 31.

17.02 Employees shall receive an annual vacation with pay (pro-rated for part-time employees).

(a) Employees with less than one (1) years' service shall accumulate vacation at the rate of 1.666 days per month from date of hire;

(b) Employees with more than one (1) year of service from date of hire will receive four (4) weeks' vacation with pay;

(c) Employees with more than thirteen (13) years of service from date of hire will receive five (5) weeks' vacation with pay at their regular rate.

(d) Employees with more than twenty (20) years of service from date of hire will receive six (6) weeks' vacation with pay at their regular rate.

17.03 The Employer will provide one day off with pay to recognize an employee's long service following the employee's thirtieth (30th) anniversary date.

17.04 Employees who are absent from work for period in excess of thirty (30) calendar days shall not receive vacation credits for subsequent months until they return to active employment. This provision does not apply to employees on maternity leave, absence from work while in receipt of Workers' Compensation benefits or other leaves specifically exempted by the Employer.

17.05 Employees who have taken vacation and terminate their employment with the Employer before such vacation has been earned will be deducted in their final pay for these vacation days which have been received but not earned. Likewise, if an employee is terminated before receiving all vacation days which the employee has earned, an addition will be made to the employee's final pay for the vacation days which have been earned but not received.

- 17.06 Employees shall indicate their preference as to vacation for the upcoming vacation year by January 15 of each year and the Employer will respond by January 31. In the case of a conflict between two or more employees, preference as to vacation will be determined by order of seniority. The scheduling of vacations shall be subject to the approval of employees' Supervisors having regard to staffing requirements and the efficiency and requirements of the operation of the Employer. Any vacation requests, received after January 15 will be dealt with on a first come, first served basis. Employees must have the necessary vacation in their bank prior to the commencement of the vacation.
- 17.07 Annual vacation shall be taken during the vacation year during which vacation entitlement accrues. Employees may carry over ten (10) days of vacation into the next vacation year (pro-rated for part-time employees). Requests for additional days to be carried over will be given consideration based on the circumstances of the request and the operational needs of the Employer, provided such additional vacation days in excess of ten (10) are used as vacation prior to March 31 of the year into which they are carried over.
- 17.08 The service date for purposes of vacation entitlement shall be the employees' date of employment.
- 17.09 If during an employee's vacation, there should occur a serious illness or accident requiring hospitalization and/or subsequent home confinement, then sick leave maybe substituted for vacation. Similarly, if the employee provides acceptable proof of entitlement to leave under Article 18.04, Bereavement Leave, such leave may also be substituted for vacation. The resulting unused vacation will be credited to the employee's vacation leave entitlement.

ARTICLE 18 – SHORT TERM AND LONG TERM DISABILITY LEAVES

- 18.01 In cases of absence due to non-occupational illness or accident, employees shall receive Short Term Disability Benefits as follows (pro rated for part-time employees) provided all such absences are certified and reviewed for accommodation, when required, according to the requirements of 18.06.

Length of Service (seniority)	100% of Salary	75% of Salary
(a) 3 months but less than 1 year	1 week	16 weeks
(b) 1 year but less than 2 years	2 weeks	15 weeks
(c) 2 years but less than 3 years	3 weeks	14 weeks
(d) 3 years but less than 4 years	4 weeks	13 weeks
(e) 4 years but less than 5 years	5 weeks	12 weeks
(f) 5 years but less than 6 years	7 weeks	10 weeks
(g) 6 years but less than 7 years	9 weeks	8 weeks
(h) 7 years but less than 8 years	11 weeks	6 weeks
(i) 8 years but less then 9 years	13 weeks	4 weeks
(j) over 9 years	17 weeks	0 weeks

- 18.02 Short Term Disability Benefits under Article 18.01 are payable for a period of up to seventeen (17) weeks. An employee's allotment of Short Term Disability Benefits pursuant to 18.01 is based upon a calendar year and are automatically renewed each January 1st if an employee is working on that day.
- 18.03 An employee who is collecting Short Term or Long Term Disability Benefits on January 1st of a calendar year is not entitled to a new allotment of 100% weeks until the employee has returned to work on a full-time basis.
- 18.04 Employees may accumulate six (6) days of uncertified absence due to illness within a calendar year with 100% pay. Such uncertified absences are distinct from the Short Term Disability Benefits outlined in 18.01. Absences due to illness in excess of these six (6) days without certification shall be taken as leave without pay. An employee must use three (3) days of their uncertified absence, or the remainder of the bank if less than three (3) days, prior to applying for short term disability.
- 18.05 (a) All absences due to illness beyond those covered by 18.04 shall be certified by suitable medical documentation on a form supplied by the Employer.
- (b) Such documentation must be submitted as soon as reasonably possible. Short Term Disability Benefits will not be paid until the Employer receives such suitable medical documentation and shall then be paid to the first day of the illness.
- (c) The Employer will reimburse administrative fees charged by a physician or nurse practitioner for medical certificates.
- (d) The medical information required shall be limited to the medical restrictions required, the impact of these restrictions on the employee's ability to carry out their duties, the continuous or chronic nature of the illness and the expected timeframe of such restrictions or where the timeframe is indeterminate, a reasonable date for reassessment.
- (e) While awaiting and/or assessing such additional medical information the Employer may limit the employee's duties or place the employee on Short Term Disability while determining a suitable accommodation.
- (f) The Union and the affected employee will be consulted before the Employer determines a suitable accommodation.

18.05 Continued

- (g) Upon written notice, the Employer may, at its discretion, have an employee examined by a duly qualified medical practitioner mutually acceptable to the Employer and the Union. The report shall be limited as to whether or not the employee is medically fit to undertake all of the employee's duties or state the medical restrictions required and the expected timeframe of such restrictions or where the timeframe is indeterminate, a reasonable date for reassessment.
- 18.06 When an employee is given leave of absence without pay for any reason, or is laid off on account of lack of work, the employee shall not be entitled to Short Term Disability Benefits under this article during such leave or lay-off.
- 18.07 Employees who receive benefits pursuant to the *Workplace Safety and Insurance Act* of Ontario, shall not be entitled to Short Term or Long Term Disability Benefits.
- 18.08 The Employer will pay 100% of the cost of the premiums (pro-rated for part-time employees) of a Long Term Disability Income Protection Plan, to enrol employees under a policy of insurance to provide coverage for an employee who has exhausted his/her Short Term Disability Benefits. Coverage shall be to a maximum of 66 2/3% of salary (maximum \$3,500.00 per month) and shall commence on the 120th day of total disability due to illness or accident (24 month "own occupation" limitation, benefits, where eligible to age 65).
- 18.09 Entitlement to Long Term Disability Benefits shall be subject to the terms and conditions of the insurance policy in effect at the date of this Agreement. The Employer agrees to use its best efforts on behalf of the employee where there is a dispute between the insurer and the employee.
- 18.10 (a) Sick leave credits which have been accumulated by employees pursuant to the terms and conditions of the previous Collective Agreement shall be frozen in accordance with the Employer's practice applicable to particular employees.
- (b) There will be paid to a person having more than five (5) years' continuous service with the Employer, who ceases to be employed, or to the estate or designated beneficiary where death occurs, an amount computed on the basis of the employee's pay on the date of leaving the service for a period equal to fifty percent (50%) of the value of the employee's credit as at the date such credits were frozen but the amount shall not exceed one hundred and thirty (130) of two hundred and sixty (260) accumulated day's pay.

- 18.10 (c) Until an employee exhausts all sick leave credits frozen pursuant to Article 18.11(a), unused sick leave credits may be utilized as follows:
- (i) An employee may take up to five (5) vacation days per year by converting two (2) sick leave credits to one (1) day of vacation;
 - (ii) An employee may take leave of absence for up to three (3) days per year where the employee is required to care for an ill spouse or ill child by converting two (2) sick leave credits to one (1) day of such leave;
 - (iii) An employee may top-up Short Term Disability Benefits to a maximum of 100% of a regular pay or utilize sick leave credits on the basis of one third (1/3) sick leave credits per day of absence to make up for any loss of pay under Article 18.04.
- 18.11 Any E.I. rebate as a result of implementation of sick leave plan shall be used to defray cost of premiums of this income protection plan.

ARTICLE 19 – LEAVE OF ABSENCE

- 19.01 The Employer may grant leave of absence without pay of up to twelve (12) months to employees who request in writing, permission for which shall not be unreasonably withheld by the Employer.
- 19.02 Leave of absence without pay shall be granted upon written request by the Union to the Employer to not more than three (3) employees at any one time to attend Union conventions, conferences or seminars. Such leave of absence shall not exceed a total of thirty (30) person days in any one (1) calendar year. The Employer shall continue the regular pay of the employee on leave under Article 19.02 and shall invoice the Local Union for said wage or salary payments.
- 19.03 Any employee who is elected or selected for a full-time position within the Union, or anybody with which the Union is affiliated, shall be granted by the Employer leave of absence without pay for the term of his/her office. The total consecutive years of leave shall not exceed two (2) years. Seniority will continue to accrue while service will be retained but will not accrue during the period of leave, and benefits will be maintained on the same conditions set out in this Agreement, conditional on the employee paying to the Employer one hundred percent (100%) premium of each maintained benefit.

19.04 Bereavement Leave

In the case of the death of a member of an employee's family (sibling, parent-in-law, sibling-in-law, child-in-law, grandchild or grandparent) the employee will be granted a maximum of three (3) working days' leave of absence with pay. This leave may be extended by the Employer in a particular case provided that such extended leave shall be without pay. In the case of the death of an employee's parent, step-parent, child, step-child or spouse (including a common law partner or same sex spouse) paid leave will be for five (5) days.

19.05 The Employer shall grant leave of absence without loss of pay to an employee who serves as a juror or acts as a witness on behalf of the crown. Except with respect to the proceedings arising out of this collective agreement or in connection with the Union's bargaining rights, employees shall also be granted leave of absence without loss of pay in the event an employee is subpoenaed to provide evidence in any other proceedings arising out of the performance of an employee's duties and responsibilities.

19.06 Maternity and Adoption Leave of Absence

- (a) Pregnancy and parental leave shall be for up to a cumulative total of eighteen (18) months pursuant to the *Employment Standards Act* as amended.

The period of leave will be considered as continuous service for purpose of seniority, length of vacation entitlement and annual increments. During an employee's pregnancy leave or parental leave, the Employer shall continue to make the Employer's contributions for benefit premiums under Article 20 of the current Collective Agreement, unless the employee gives the Employer a written notice that the employee does not intend to pay their contributions, if any.

Employees returning from pregnancy leave or parental leave shall be returned to their former position or a comparable position if the employee's former position no longer exists. The employee shall not be entitled to any sick leave benefits during leave of absence for pregnancy.

The employee shall give written notification two (2) weeks prior to the commencement of the leave of her request for leave together with her expected date of return. At such time, she shall also furnish the Employer with her doctor's certificate as to pregnancy and expected date of delivery.

Employee's may terminate a pregnancy leave or parental leave by giving as much notice as possible and, in any case, no less than two (2) weeks' notice to the Employer.

19.06 Continued

- (b) Effective on confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Employment Benefit(s) Plan, an employee who is on maternity leave as provided under this Agreement who is in receipt of Employment Insurance Pregnancy Benefits pursuant to Section 30 of the *Employment Insurance Act*, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty percent (80%) for those employees whose leave commences after ratification of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance Benefits and any other earnings. Such payments shall commence following the completion of the one (1) week Employment Insurance waiting period. An Employment Insurance cheque stub shall be provided as proof that she is in receipt of Employment Insurance Pregnancy Benefits and shall continue while the employee is in receipt of such benefits for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying the employee's hourly rate on the employee's last day worked prior to the commencement of the leave times the employee's normal weekly hours.

- (c) Effective on confirmation by the Employment Insurance Commission of the Employer's Supplemental Employment Benefit(s) Plan, an employee who is on parental leave as provided under this agreement who has applied for and is in receipt of Employment Insurance Parental Benefits pursuant to Section 20 of the *Employment Insurance Act*, shall be paid a Supplemental Employment Benefit. That benefit will be equivalent to the difference between eighty percent (80%) for those employees whose leave commences after ratification of the employee's regular weekly earnings and the sum of the employee's weekly Employment Insurance Benefit and any other earnings. Such payments shall commence following completion of the one (1) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that the employee is in receipt of Employment Insurance Parental Benefits, and shall continue while the employee is in receipt of such benefits for a maximum period of ten (10) weeks. The employee's regular weekly earnings shall be determined by multiplying the employee's regular hourly rate on the employee's last day worked prior to the commencement of the leave times the employee's normal weekly hours.

19.06 Continued

- (d) Employees do not have any vested right except to receive payments for the covered unemployment period. The Plans provide that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plans.

For those employees who commence pregnancy or parental leave after ratification, the employer's obligation to pay its portion of the benefits premium costs for the period of the leave shall be limited to 78 weeks.

- 19.07 Employees shall be allowed five (5) continuous days paid paternity leave of absence contiguous to the birth of a child or the return home of the mother (pro-rated for part-time employees).

19.08 Self Funded Leave

The Employer agrees to introduce a prepaid leave program, funded solely by the employee subject to the following terms and conditions:

- (a) The plan is available to employees wishing to spread four (4) years' salary over a five (5) year period, in accordance with part LXVII of the *Income Tax Regulations*, Section 68:01, to enable them to take a leave of absence (following the four (4) years of salary deferral) for a period not less than six (6) months nor more than twelve (12) months.
- (b) The employee must make written application to the employee's immediate Supervisor at least six (6) months prior to the intended commencement of the program (i.e. the salary deferral portion), stating the intended purpose of the leave.
- (c) No more than two (2) employees from the bargaining unit nor one (1) employee from any classification shall be permitted to be on prepaid leave at one time. The Employer and the employee shall agree on the date the program commences in order to calculate the five (5) year period.
- (d) Written applications will be reviewed by the employee's Supervisor or the Supervisor's designate. Leaves requested for the purpose of pursuing further formal education related to the Employer's mandate, will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority.

19.08 Continued

- (e) During the period of salary deferral, ten to twenty percent (10% to 20%) of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to the employee until the year of the leave or upon withdrawal from the plan. The amount of salary deferral will be dependent on the length of the leave of absence.
- (f) The manner in which the deferred salary is held is at the discretion of the Employer.
- (g) All deferred salary, plus accrued interest, if any, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- (h) All benefits shall be kept whole during the four (4) years of salary deferral. During the leave of absence, seniority will accumulate. Service for the purpose of vacation and salary progression and other benefits will be retained but not accumulated during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. Contributions to O.M.E.R.S. will be in accordance with the plan. The employee will not be eligible to participate in the Disability Income Plan during the leave of absence.
- (i) An employee may withdraw from the plan at any time during the deferral portion provided three (3) months' notice is given to the employee's Supervisor. Deferred salary, plus accrued interest, if any, will be returned to the employee, within a reasonable period of time.
- (j) If the employee terminated employment, the deferred salary held by the Employer plus accrued interest, if any, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- (k) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Employer is unable to find a suitable replacement, it may postpone the leave. The Employer will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the plan and re-arranging the leave at a mutually agreeable time or if withdrawing from the plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.

19.08 Continued

- (l) The employee will be reinstated to the employee's former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- (m) Final approval for entry into the prepaid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
 - (i) A statement that the employee is entering the prepaid leave program in accordance with Article 19.09 of the Collective Agreement.
 - (ii) The period of salary deferral and the leave period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be paid.

The letter of application from the employee to the Employer to enter the prepaid leave program will be appended to and forms part the written agreement.

- 19.09 (a) For the purposes of this clause, family is defined as spouse (including common law spouse or same sex partner), dependent children (including children of legal or common law partners or foster child(ren) and parents.
 - (b) Employees may be granted up to four (4) days per calendar year to take care of their personal and family needs when such needs cannot reasonably be dealt with outside of working hours. Three (3) days of such time may be taken in a minimum of two (2) hour blocks. The remaining seven (7) hours may be taken in a minimum of one (1) hour blocks. Employees requesting such leave shall notify their supervisor as far in advance as possible.
 - (c) The Employer will not unreasonably refuse any additional requests for family leave without pay.
- 19.10 Time lost by an employee as a result of being quarantined by a Medical Officer of Health shall be treated as a leave of absence with pay for the duration of the quarantine.
- 19.11 Where an Employer requires that any educational course be undertaken, leave of absence with pay shall be granted along with payment of course related costs. Employees are encouraged to advise the Employer of job related courses. If the employee must attend the course at a time outside his/her normal hours of work, any hours so spent shall be considered as banked time to be taken at a mutually convenient later date.

ARTICLE 20 – EMPLOYEE BENEFITS

20.01 The provision of benefits is subject to the terms and conditions of the policy issued by the Benefits Carrier and in effect as of the date of this Agreement. There will be no reduction in the level of any benefit during the operation of this agreement.

Continuation of benefits during an approved leave of absence or lay-off will be permitted, provided premiums continue to be paid by the employee.

Benefits paid by the Employer for part-time employees are pro-rated to the proportionate number of hours worked bears to full time hours according to Article 22.03.

20.02 Pensions

O.M.E.R.S. and Canada Pension Plan shall apply to the employees covered by this Agreement. The Employer and employees will make the contributions as required by O.M.E.R.S. and the Canada Pension Plan respectively.

20.03 Hospitalization

The Employer will pay One Hundred Percent (100%) (pro-rated for part-time employees) of the billed premium for semi-private and private room coverage.

20.04 a) The Employer will continue the present Plan for Group Life Insurance on a pro-rated basis and pay one hundred percent (100%) of the required premiums for full time employees (pro-rated for part-time employees).

(b) Group Life coverage will be equal to two time (2x) the employee's annual salary with prorated premiums paid by the Employer. An employee has the option under such plan of taking an equivalent of additional coverage at the employee's own cost.

20.05 The Employer agrees to contribute on behalf of each eligible employee covered by this Collective Agreement, one hundred percent (100%) of the billed premium (pro-rated for part-time employees) under an Extended Health Care Plan (Sun Life or its equivalent). The prescription drug portion of the plan shall provide for a co-insurance payment, by the employee, of two dollars (\$2.00) per prescription.

- 20.06 The Employer agrees to contribute one hundred percent (100%) of the premiums effective one month after date of ratification on behalf of each eligible employee (pro-rated for part-time employees) necessary for enrolment in a Dental Plan (Green Shield or equivalent – Level 1 – Maximum \$1,400.00 per individual per calendar year or equivalent), and the employees hereby consent to having the remainder deducted from their pay cheques. On January 1st of each year coverage shall be based on the O.D.A. Schedule of Fees in effect during the prior calendar year.
- 20.07 The Employer agrees to contribute one hundred percent (100%) of the premiums (pro-rated for part-time employees) necessary to enrol eligible employees in the Vision Care Plan:
- (a) Four hundred (\$400.00) dollars per individual every twenty-four (24) months,
 - (b) One (1) eye examination every twenty-four (24) months to a maximum of one hundred (\$100.00) dollars for individuals not covered under OHIP.
- 20.08 All benefits under Article 20 for which an employee is eligible will continue to age seventy (70) or until the employee is no longer employed.

ARTICLE 21 – PAYMENT OF WAGES AND ALLOWANCES

- 21.01 Salaries are set forth in Schedule "A" and will remain in effect for the duration of this Agreement.
- 21.02 Employees will be paid every other Thursday by direct deposit.
- 21.03 Employees who are required, in the course of their employment to use their personal automobiles for business on behalf of the Employer shall be paid in accordance with the Canada Revenue Agency travel rates for Ontario and any subsequent revisions thereafter.
- 21.04 The Employer reserves the right to verify the mileage of employees.
- 21.05 Where an employee is required to assume all of the duties and responsibilities of a higher classification for a period in excess of one (1) week, the employee shall receive the rate of the higher classification which is at least one (1) level higher than the employee's regular wage level.

- 21.06 Employees promoted to a higher classification as a result of job posting, or securing a position in a higher classification as a result of bumping, will be placed at a level of the salary grid of the job which is the next higher than the rate of pay the employee was receiving prior to the successful posting.
- 21.07 Employees who are down-graded to a lower classification as a result of a job posting, or who are placed in a lower classification as a result of having been bumped, will receive the next lower wage rate of the new position as compared to the wage rate the employee was receiving.
- 21.08 The Employer agrees to reimburse employees for parking fees (not fines) incurred during the employee's course of employment. Reimbursement will be paid monthly, and parking claims shall be recorded on normal claim forms issued by the Employer. Where possible, the employee will provide receipts.
- 21.09 Employees who have not reached their maximum salary level and who are eligible for increments shall receive them on the employee's anniversary date of employment. Employees who are not at work on their anniversary date of employment shall receive the incremental increase effective from the first day of return to work. Anniversary dates of employment shall be adjusted for the full period of time where employees have been absent on approved leave of absence without pay, or in receipt of Short Term or Long Term Disability Benefits, for a period in excess of six (6) months.
- 21.10 In lieu of the tool allowance paid pursuant to the predecessor Collective Agreement, the Employer will supply all of the necessary tools, equipment and materials for one maintenance employee to perform the duties on behalf of the Employer.
- 21.11 Where an Employer assigns an employee to be on standby, the employee shall be paid at a rate of one (1) hour's regular pay for each four (4) hours of assigned standby. Employees on standby shall carry and respond to a suitable communications device as provided by the Employer. Employees will be assigned to be on standby on an equitable basis.
- 21.12 An employee who is physically called back to work outside the employee's regular working hours (whether or not on standby) shall be paid a minimum of three (3) hours at overtime rates.
- 21.13 Employees may attend such conventions, conferences and education courses as are approved by the Employer. The Employer shall bear the costs of such conventions, conferences and education courses that are required in accordance with the existing policies in force at the Employer.

- 21.14 Employees who are required to respond by telephone outside regular working hours shall be paid one (1) hour straight time plus time and one half (1½) spent on such telephone calls.
- 21.15 Upon provision of receipt, the Employer shall pay a safety boot allowance of up to \$200 every twenty-four (24) months to employees who are required to wear such safety footwear. Safety footwear must be CSA approved.
- 21.16 The Employer will pay a clothing allowance of two hundred (\$200.00) dollars annually to those working in the full-time Custodian classification.

ARTICLE 22 – GENERAL

- 22.01 The Employer agrees to allow the Union to post on designated bulletin boards in its offices, notices of Union meetings and such other Union notices that may be of interest to the employees. The Employer agrees to allow the Union to send such material via Health Unit courier, to the employees at its branch offices.
- 22.02 Whenever the singular, masculine, or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the context of the Agreement so requires. This Collective Agreement is intended to be inclusive of all bargaining unit members.
- 22.03 Throughout this Agreement, the entitlement to benefits, compensation, vacation leave and pay may be pro-rated for part-time employees. Wherever terms and conditions of this Collective Agreement are pro-rated for part-time employees, the entitlement to the term or condition of employment shall be a percentage of a full-time employee's entitlement based on the proportion which a part-time employee's regular weekly hours of work bears to full time weekly hours. Accordingly a part-time employee's entitlement shall be calculated according to the following formula:

$$\text{Full-time entitlement} \times \frac{\text{part-time employees weekly hours}}{\text{full-time weekly hours}} = \text{part-time entitlement}$$

- 22.04 Employees may make a written response to any counselling letters which are placed in their personnel file. Such response shall become part of the employee's personnel file for so long as the counselling letter to which it refers also remains in the employee's personnel file.

ARTICLE 23 – DEFINITIONS

- 23.01 (a) Full time employee shall mean an employee who normally works thirty-five (35) hours over a five (5) day week Monday through Friday, exclusive of lunch periods.
- (b) A part-time employee who regularly works seventeen and a half (17½) hours or more per week shall be eligible to enrol in all benefit plans. The Employer's contribution to the cost of the premiums in order to enrol such part-time employees shall be pro-rated on the percentage basis that the part-time employee's regular hours bears to full time hours. A part-time employee who regularly works less than seventeen and a half (17½) hours per week shall not be entitled to any benefits set out in Articles 17, 18 and 20, and in lieu thereof shall be paid a premium equivalent to fourteen percent (14%) reduced by the Employer's portion of O.M.E.R.S. payments to part-time employees who are eligible for and actually enrolled in the O.M.E.R.S. Pension Plan.
- (c) A contract employee is a newly hired employee who is hired either full or part-time for a term definite period up to twelve (12) months (or longer as may be mutually agreed by the Union and the Employer) to fill a vacancy created by a leave of absence through Article 19 or an employee who is hired for a time limited one time project. Contract employees will not be entitled to any benefits in Articles 17, 18 and 20 and shall be paid in lieu of benefits an amount equal to fourteen percent (14%) of their salary. The Employer shall notify the Union of the names and functions of all contract employees within ten (10) days of their appointment.
- 23.02 The Employer agrees to establish a pool of casual program assistants who will be called in circumstances where regular full time and regular part-time employees are not available due to short-term illness or vacation or for a one-time emergency situation of thirty (30) days or less which requires additional program assistants, and may be called in other circumstances if mutually agreed to by the Union. Such employees will:
1. be placed on the Program Assistant salary grid;
 2. accumulate seniority in accordance with Article 11.01 of the Collective Agreement;
 3. be paid 14% in lieu of benefits, paid holidays, vacation, STD and LTD and pension entitlement;

23.02 Continued

4. progress through the salary grid after the equivalent of one year service or 1800 hours.
5. serve a probationary period of 450 hours or 6 months, whichever last occurs.

Except as set out above, Articles 1-12 and 21-23 of the Collective Agreement will apply to casual employees.

ARTICLE 24 – TERM OF AGREEMENT

24.01 This Agreement shall be binding and remain in effect from January 1, 2021 to December 31, 2022 and shall continue from year to year thereafter unless either party gives to the other party notice in writing within ninety (90) days prior to December 31st, 2022 that it desires its termination or modification.

24.02 Either party desiring to modify this Agreement shall, within the period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes proposed. Within thirty (30) working days of receipt of such notice by one party, the parties shall meet, and they shall bargain in good faith and make every reasonable effort to reach agreement respecting the proposed modifications.

24.03 Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

SIGNED on this 18 day of August 2021.

ON BEHALF OF THE BOARD OF HEALTH
FOR THE HASTINGS AND PRINCE
EDWARD COUNTIES HEALTH UNIT

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 3314

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SCHEDULE "A" – ANNUAL WAGES

HPEPH - CUPE Salary Grid - (Effective Jan 1, 2021)

Band	Classification	Start Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25 Year
A	Program Assistant	Annual: \$43,582.32	\$44,671.88	\$45,788.67	\$46,933.39	\$48,106.73	\$49,309.39	\$50,542.13	\$51,552.97
	Program Assistant - Branch Office	Hourly: \$23.95	\$24.54	\$25.16	\$25.79	\$26.43	\$27.09	\$27.77	\$28.33
B	Certified Dental Assistant	Annual: \$47,070.82	\$48,247.59	\$49,453.78	\$50,690.12	\$51,957.37	\$53,256.31	\$54,587.72	\$55,679.47
	Family Home Visitor Communications Coordinator	Hourly: \$25.86	\$26.51	\$27.17	\$27.85	\$28.55	\$29.26	\$29.99	\$30.59
C	Building Maintenance Operator	Annual: \$53,793.38	\$55,144.54	\$56,516.82	\$57,931.33	\$59,388.06	\$60,865.90	\$62,385.96	\$63,633.68
		Hourly: \$25.86	\$26.51	\$27.17	\$27.85	\$28.55	\$29.26	\$29.99	\$30.59
D	IT Service Desk Analyst	Annual: \$51,307.99	\$52,590.69	\$53,905.45	\$55,253.09	\$56,634.42	\$58,050.28	\$59,501.53	\$60,691.56
		Hourly: \$28.19	\$28.90	\$29.62	\$30.36	\$31.12	\$31.90	\$32.69	\$33.35
E	SFO Enforcement Officer Level I	Annual: \$54,892.06	\$56,264.36	\$57,670.97	\$59,112.74	\$60,590.56	\$62,105.32	\$63,657.96	\$64,931.12
	Registered Dental Hygienist	Hourly: \$30.16	\$30.91	\$31.69	\$32.48	\$33.29	\$34.12	\$34.98	\$35.68
F	SFO Enforcement Officer Level II	Annual: \$60,706.22	\$62,223.87	\$63,779.47	\$65,373.96	\$67,008.31	\$68,683.52	\$70,400.60	\$71,808.62
	Health Promoter Registered Dietitian	Hourly: \$33.36	\$34.19	\$35.04	\$35.92	\$36.82	\$37.74	\$38.68	\$39.46
G	Public Health Inspector	Annual: \$66,424.81	\$68,085.43	\$69,787.56	\$71,532.25	\$73,320.56	\$75,153.57	\$77,032.41	\$78,573.06
	Foundational Standards Specialist	Hourly: \$36.50	\$37.41	\$38.34	\$39.30	\$40.29	\$41.29	\$42.33	\$43.17
G	Public Health Inspector	Annual: \$69,754.01	\$71,497.86	\$73,285.31	\$75,117.44	\$76,995.38	\$78,920.26	\$80,893.27	\$82,511.13
	Foundational Standards Specialist	Hourly: \$38.33	\$39.28	\$40.27	\$41.27	\$42.31	\$43.36	\$44.45	\$45.34

HPEPH - CUPE Salary Grid - (Effective Jan 1, 2022)

Band	Classification	Start Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	25 Year	
A	Program Assistant	Annual:	\$44,236.05	\$45,341.96	\$46,475.50	\$47,637.39	\$48,828.33	\$50,049.03	\$51,300.26	\$52,326.27
	Program Assistant - Branch Office	Hourly:	\$24.31	\$24.91	\$25.54	\$26.17	\$26.83	\$27.50	\$28.19	\$28.75
B	Certified Dental Assistant	Annual:	\$47,776.88	\$48,971.30	\$50,195.59	\$51,450.47	\$52,736.73	\$54,055.15	\$55,406.54	\$56,514.67
	Family Home Visitor Communications Coordinator	Hourly:	\$26.25	\$26.91	\$27.58	\$28.27	\$28.98	\$29.70	\$30.44	\$31.05
C	Building Maintenance Operator	Annual:	\$54,600.28	\$55,971.71	\$57,364.57	\$58,800.30	\$60,278.88	\$61,778.89	\$63,321.75	\$64,588.18
		Hourly:	\$26.25	\$26.91	\$27.58	\$28.27	\$28.98	\$29.70	\$30.44	\$31.05
D	IT Service Desk Analyst	Annual:	\$52,077.61	\$53,379.55	\$54,714.03	\$56,081.89	\$57,483.94	\$58,921.03	\$60,394.05	\$61,601.93
		Hourly:	\$28.61	\$29.33	\$30.06	\$30.81	\$31.58	\$32.37	\$33.18	\$33.85
E	SFO Enforcement Officer Level I	Annual:	\$55,715.44	\$57,108.33	\$58,536.03	\$59,999.43	\$61,499.42	\$63,036.90	\$64,612.83	\$65,905.09
	Registered Dental Hygienist	Hourly:	\$30.61	\$31.38	\$32.16	\$32.97	\$33.79	\$34.64	\$35.50	\$36.21
F	SFO Enforcement Officer Level II	Annual:	\$61,616.81	\$63,157.23	\$64,736.16	\$66,354.57	\$68,013.43	\$69,713.77	\$71,456.61	\$72,885.74
	Health Promoter Registered Dietitian	Hourly:	\$33.86	\$34.70	\$35.57	\$36.46	\$37.37	\$38.30	\$39.26	\$40.05
F	SFO Enforcement Officer Level II	Annual:	\$67,421.18	\$69,106.71	\$70,834.37	\$72,605.23	\$74,420.37	\$76,280.87	\$78,187.90	\$79,751.65
	Health Promoter Registered Dietitian	Hourly:	\$37.04	\$37.97	\$38.92	\$39.89	\$40.89	\$41.91	\$42.96	\$43.82

G	Public Health Inspector	Annual:	\$70,800.32	\$72,570.33	\$74,384.59	\$76,244.20	\$78,150.31	\$80,104.06	\$82,106.67	\$83,748.80
	Foundational Standards Specialist	Hourly:	\$38.90	\$39.87	\$40.87	\$41.89	\$42.94	\$44.01	\$45.11	\$46.02

NOTES: Rate for uncertified PHI - 75% of Start Rate
Salary – After 25 Years - 2% over maximum rate
Salaries Under Review - Communications Coordinator, Epidemiologist

LETTER OF UNDERSTANDING – DENTAL HYGIENISTS/ASSISTANTS

BETWEEN

**HASTINGS AND PRINCE EDWARD COUNTIES HEALTH UNIT
(The “Employer”)**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES AND ITS LOCAL 3314
(The “Union”)**

This is to confirm that the Health Unit no longer requires Dental Hygienists and Assistants to maintain, as a condition of employment, any association in which the membership is voluntary.

This is also to confirm that henceforth, Dental Hygienists and Assistants will only be assigned to the Bancroft area for a maximum of two (2) days at a time. While assigned to the Bancroft area, Dental Hygienists and Assistants will have the option of:

1. Remaining in Bancroft overnight, in which case they will be paid an extra four (4) hours pay or compensating time off in addition to expenses; or
2. Returning to their own home for the evening in which case they will be paid transportation allowance, but the trip home will be on their own time.

Dated at Belleville, this 18 day of August, 2021.

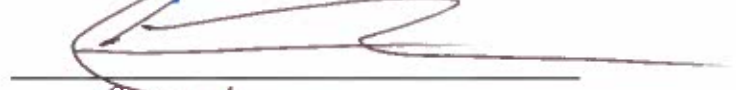
ON BEHALF OF THE BOARD OF HEALTH
FOR THE HASTINGS AND PRINCE
EDWARD COUNTIES HEALTH UNIT

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES AND
ITS LOCAL 3314














LM/cl:cope491-August 118, 2021