

COLLECTIVE AGREEMENT

BETWEEN:

THE OXFORD ELGIN – ST. THOMAS HEALTH UNIT

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
and ITS LOCAL 5391**

January 1st, 2024 - December 31st, 2026

TABLE OF CONTENTS

ARTICLE 1 PURPOSE..... 2

ARTICLE 2 RECOGNITION AND DEFINITIONS..... 2

ARTICLE 3 MANAGEMENT RIGHTS 4

ARTICLE 4 RELATIONSHIP/NO DISCRIMINATION 5

ARTICLE 5 NO STRIKES OR LOCKOUTS 5

ARTICLE 6 COMMITTEES AND REPRESENTATIVES 5

ARTICLE 7 UNION SECURITY 7

ARTICLE 8 GRIEVANCE PROCEDURE 8

ARTICLE 9 MEDIATION/ARBITRATION 9

ARTICLE 10 DISCHARGE AND DISCIPLINARY PROCEDURES 11

ARTICLE 11 EMPLOYEE FILE 12

ARTICLE 12 SENIORITY 12

ARTICLE 13 VACANCIES 14

ARTICLE 14 LAYOFFS..... 16

ARTICLE 15 JOB SHARING 18

ARTICLE 16 LEAVE OF ABSENCE..... 19

ARTICLE 17 PAID HOLIDAYS..... 26

ARTICLE 18 VACATIONS 27

ARTICLE 19 SICKNESS DAYS/SHORT TERM/LONG TERM DISABILITY 29

ARTICLE 20 HOURS OF WORK AND OVERTIME 33

ARTICLE 21 TRAVEL REIMBURSEMENT 37

ARTICLE 22 HEALTH AND WELFARE BENEFITS..... 37

ARTICLE 23 REQUIRED CLOTHING AND SAFETY EQUIPMENT 39

ARTICLE 24 COMPENSATION 39

ARTICLE 25 RESPONSIBILITY PAY..... 40

ARTICLE 26 MISCELLANEOUS..... 41

ARTICLE 27 DURATION 42

LETTER OF UNDERSTANDING Transfer of Positions..... 43

LETTER OF UNDERSTANDING Training 45

LETTER OF UNDERSTANDING Flex-Time 46

ARTICLE 1 PURPOSE

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees within the bargaining unit with respect to the matters set out herein. It also provides an orderly procedure for the prompt disposition of grievances, for the need to establish and maintain satisfactory working conditions, and for the need to establish hours of work and wages. It is recognized that employees wish to work co-operatively with the Employer to provide the best possible community public health services.

ARTICLE 2 RECOGNITION AND DEFINITIONS

2.01 The Employer recognizes the Union as the exclusive bargaining agent for all employees save and except the following:

- (a) Manager and higher-ranking positions;
- (b) Executive Assistant;
- (c) Administrative Assistant;
- (d) Payroll and Benefits Administrator;
- (e) Human Resources Administrator;
- (f) Communications Co-Ordinator;
- (g) Accounting Supervisor
- (h) Tobacco Youth Test Shoppers;
- (i) Students, including Public Health Inspector Students employed prior to the successful completion of their board certification exams.
- (j) Nurses and registered nurses as represented by the Ontario Nurses Association and its Local 036

2.02

- (a) Full-time employees refer to employees scheduled to work thirty-five (35) hours per week on a regular basis.
- (b) Part-time employees refer to employees scheduled to work less than thirty-five (35) hours per week on a regular basis.
- (c) A casual employee shall be defined as an employee who is used to cover unforeseen or intermittent work requirements and shall not work more than thirty-five (35) hours in a week. It is recognized that

the following provisions of the Collective Agreement do not apply to a casual employee (except where so mentioned in the Article): Article 8 - Grievance Procedure except as it relates to discipline and discharge only; Article 9 Mediation/Arbitration (except as it relates to discipline and discharge only); Article 12 - Seniority; Article 13 – Vacancies ; Article 14 – Layoffs; Article 16.04 – Bereavement Leave, Article 16.05 – Jury and Witness Duty , Article 16.06 – Pregnancy Leave, Article 16.07 – Parental Leave (except as provided under the *Employment Standards Act*, 2000 and as the Act is amended from time to time), Article 17 – Paid Holidays; Article 18 –Vacation; Article 19 – Sick Days/Short Term Disability/Long Term Disability; Article 20 – Hours of Work and Overtime; Article 22 – Health and Welfare Benefits; Letter of Understanding – Transfer of Positions; Letter of Understanding – (Flex time). Employees will commence their rate of pay at Level #1 (Start Rate) and move to Level 2 pursuant to the Collective Agreement but in no event exceed Level 2. The job classification is subject to the assignment of job duties. If no casual employee is available as determined by the Employer, the Employer may then have the work completed as it requires.

- (d) Temporary employee shall be defined as an employee who is not required on a permanent basis and is hired to fill a temporary position. A temporary employee shall be employed for a term not to exceed any twenty-four (24) month period (unless extended by mutual agreement of the parties) except in the case of replacement coverage for pregnancy, parental, adoption, or long-term disability leaves. It is recognized that the following provisions of the Collective Agreement do not apply to a temporary employee (except where so mentioned in the Article): Article 8 – Grievance Procedure (except as it relates to discipline and discharge only); Article 9 Mediation/Arbitration except as it relates to discipline and discharge only) ; Article 12 - Seniority; Article 13 - Vacancies; Article 14 – Layoffs; Article 16.06 – Pregnancy Leave, Article 16.07 – Parental Leave (except as provided under the *Employment Standards Act* 2000 and as the Act is amended from time to time), Article 17 – Paid Holidays; Article 18 – Vacation; Article 19 – Sick Days/Short Term Disability/Long Term Disability; Article 22 – Health and Welfare Benefits; Letter of Understanding – Transfer of Positions. If no temporary employee is available as determined by the Employer, the Employer may then have the work completed as it requires.

2.03

The parties recognize that the Employer can, from time to time, receive special/additional funding to hire an employee(s) on a temporary basis. The Employer agrees to meet with the Union when such opportunities arise to determine such terms and conditions of employment within the restrictions imposed by the funding organization.

- 2.04 The gender-neutral pronouns of “they” and “their” are used throughout this Agreement, both in the singular and plural where the context so requires. Where the singular is used, the pronoun may also be deemed to mean plural and vice-versa.
- 2.05 All correspondence between the parties, arising out of this agreement or incidental hereto, shall pass between the CEO and/or designate, the President of the local union and /or designate.
- 2.06 **NO OTHER AGREEMENTS**
No Employee shall be required or permitted to make a written or verbal agreement with the Employer or their representative which may conflict with the terms of the Collective Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.01 The Union recognizes that the management of the Health Unit and the direction of the working forces are the exclusive right of the Employer and shall remain solely with the Employer except as limited by the provisions of this Agreement. Without restricting the generality of the foregoing, the Union acknowledges that it is the function of the Employer to:
- (a) maintain order, discipline and efficiency;
 - (i) hire, assign, discharge, direct, promote, demote, classify, transfer, layoff, recall, and suspend or otherwise discipline employees, provided that a claim of discharge without just cause may become the subject of a grievance and be dealt with as hereinafter provided;
 - (ii) determine in the interest of efficient operation and standard of service, job rating or classification, the establishment of and deciding of the qualifications of an employee to perform any particular job; hours of work, schedule of work, work assignments, and services to be performed.
 - (b) determine the number of the Employer’s establishments, the number and location of personnel required, the assigned location of the work the work procedures, the instruments and the equipment to be used, the quality and quantity of standards, the selection, the control and the direction of the use of all materials required in the operation of the Employer.
 - (c) generally, to manage the operation which the Health Unit is engaged in;

- (d) make, enforce, and alter from time to time reasonable rules and regulations to be observed by the employees.

3.02 It is agreed that these rights shall not be exercised in a manner inconsistent with the provisions of this Agreement.

ARTICLE 4 RELATIONSHIP/NO DISCRIMINATION

4.01 Each of the parties hereto agree that there will be no discrimination, intimidation, interference, restraint or coercion exercised or practiced upon any employees because of membership or non-membership in the Union.

4.02 The Employer and the Union agree that neither they, nor their respective Representatives will contravene the applicable provisions of the *Ontario Human Rights code* and/or *Employment Standards Act 2000* (and as amended from time to time), nor any applicable Legislation of the Government of Canada.

ARTICLE 5 NO STRIKES OR LOCKOUTS

5.01 The Union agrees there will be no strikes and the Employer agrees there will be no lockouts during the term of this Agreement. The term "strike" and "lockout" shall bear the meaning given them in the *Ontario Labour Relations Act*, as amended.

ARTICLE 6 COMMITTEES AND REPRESENTATIVES

6.01 The Employer will recognize the following:

- (a) up to two (2) representatives for the purpose of attending grievance meetings as hereinafter provided for;
- (b) a Negotiating Committee of four (4) employee representatives one of which will be the President of the Local, for the purpose of negotiating for the renewal of the Collective Agreement;
- (c) a President of the Local and one representative for purposes of representing members;
- (d) There shall be a Labour-Management Committee, comprised of a maximum of three (3) representatives of the Union and a maximum of three (3) representatives of the Employer, one of whom shall be the Director of Corporate Services and Human Resources or designate. The function of this committee shall be to discuss matters of mutual concern, but it is understood and agreed that the

committee will not discuss grievances or negotiations for the amendment or renewal of this agreement. The committee shall meet quarterly and each party shall notify the other party of matters to be discussed one week prior to the scheduled meeting. Either party may request additional meetings as necessary and at the same time advise the other party of the matters it wishes to discuss.

- (e) It is understood that the employee/Union representatives have their regular work to perform on behalf of the employer. If it is necessary for a designated employee representative to service a grievance during the employee's working hours, the employee shall not leave work without first obtaining the permission of the employee's Supervisor. Such permission shall not be unreasonably withheld. Upon completion of the employee's activities, the employee shall report back to the employee's Supervisor;
- (f) Occupational Health and Safety Committee.
- (g) The parties agree to continue the Joint Occupational Health and Safety Committee in accordance with the *Occupational Health and Safety Act*.

6.02 The Union will supply the Employer with the names of its representatives and any changes thereto.

6.03 The Employer shall pay employee representatives and Committee members referred to above at their regular straight time hourly rate of pay for such time when it is spent attending meetings with representatives of the Employer during the employee representatives' regular scheduled working hours. In no event will such members receive overtime compensation while on any Union business unless such Union overtime activities are associated with the Occupational Health and Safety Act. It is agreed further that this Article does not cover time spent at arbitration.

6.04 The Employer agrees to acquaint new employees with the fact that a union exists and that there is a collective agreement in effect. The Employer shall allow union Stewards time to meet with new employees in order to receive a copy of their collective agreement. A new employee will have the opportunity to meet with a representative of the Union within fourteen (14) calendar days of starting for a period of up to fifteen (15) minutes during the employee's orientation period without loss of earnings. The purpose of the meeting will be to acquaint the employee with their union representative and quickly review the collective agreement.

6.05 REPRESENTATIVES OF CUPE

The local Union and committees shall have the right to have the assistance of a representative or consultants of the Canadian Union of Public Employees when dealing with or negotiating with the Employer. Such representative may assist in the settlement of grievances.

The right so extended to such representative shall not include access to the Employer's premises for the purpose of investigating grievances except with the express authority of the Employer.

ARTICLE 7 UNION SECURITY

7.01 All employees within the Bargaining Unit shall pay a monthly fee equal to the Union's monthly dues, such payment to be made by payroll deduction. All present employees who are members of the Union will remain members of the Union. All new employees shall become members of the Union prior to completion of the probationary period (where a probationary period is so required).

7.02 The Employer agrees, beginning on the first day of employment, to deduct from the pay of all employees (e.g. from each pay period) covered by this Agreement an amount equivalent to the regular union dues as prescribed by the Union, including dues on any retroactive wage adjustment. The Employer agrees to remit the amount of dues, together with a record, which will include the Employee's name, home address, personal phone number, personal email address (if available), and employment status (FT, PT, Casual, Temporary, etc.) of those from whom said deductions have been made, by the 15th of the month following said deductions, to the Union.

7.03 The Union shall notify the CEO or designate in writing of the amount of the dues and, where there is a change in the amount, such change shall take effect on the date of notification.

7.04 The Employer agrees to include the employee's total dues deducted in a calendar year on the employee's T4.

7.05 The Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deductions and remittance.

ARTICLE 8 GRIEVANCE PROCEDURE

8.01 A grievance shall be defined as a dispute involving the interpretation or alleged violation of this agreement. It is understood that a probationary employee may not grieve their discharge unless the Employer has acted in a manner that is discriminatory, arbitrary or in bad faith.

8.02 All discussions at meetings at which grievances are processed shall be kept confidential.

8.03 DISCUSSION

If an employee has a complaint involving the interpretation or alleged violation of this agreement, they must first give opportunity to their Manager or designate to discuss and resolve the complaint before they file a grievance.

8.04 STEP 1

Failing resolution after discussion with their Manager or designate, a grievance shall be submitted in writing by the aggrieved employee and signed by a steward within fourteen (14) calendar days of the events causing the alleged grievance, and will be discussed at a meeting between the employee, the local steward and the Director of Human Resources and Corporate Services or designate. The Director of Human Resources and Corporate Services or designate shall render their decision in writing within fourteen (14) calendar days.

STEP 2

Within fourteen (14) calendar days following the Step 1 decision and failing settlement, the matter will be discussed at a meeting between designates of the Union and designates of the Employer. The aggrieved employee may be present if they desire or at the request of either party. A representative of the Canadian Union of Public Employees may be present at this step or at the request of either party. The Employer shall render its decision in writing within fourteen (14) calendar days.

STEP 3

Failing a settlement under the above procedure of any difference concerning the complaint involving the interpretation or alleged violation of this agreement including any question as to whether a matter is arbitrable or when an allegation is made that this Agreement has been violated, the matter in dispute may be taken to mediation or arbitration as provided for in Article 9 herein. If no written request is received within fourteen (14) calendar days after the decision in Step 2 is given, the grievance shall be deemed to have been settled or abandoned.

- 8.05 The above time limits may be extended by mutual agreement between the parties to this Agreement; however, such agreement must be confirmed in writing.
- 8.06 Any grievance initiated by the Employer may be referred in writing to the Union in accordance with Step 2 within fourteen (14) calendar days of the occurrence of the circumstances giving rise to the grievance, and the parties shall meet within fourteen (14) calendar days thereafter to consider the grievance. If final settlement of the grievance is not completed within fourteen (14) calendar days of such meeting, the grievance may be referred by either party to mediation/arbitration in accordance with Article 9
- 8.07 A Union policy grievance, which is defined as an alleged violation of the general application or interpretation of this Agreement, or when the alleged violation is affecting more than one employee in the bargaining unit, may be lodged by the Union in writing with the Employer at Step 2 of the Grievance procedure within fourteen (14) calendar days after the circumstances giving rise to the grievance occurred or originated and if it is not satisfactorily settled, it may be processed to Step 3 and mediation or arbitration in the same manner and to the same extent as the grievance of an employee.
- 8.08 If two or more grievances are filed on the same issue, they will be heard jointly and continuously.
- 8.09 Nothing in this Article shall prevent an employee having a steward or designate act for them at any stage in the grievance process.

ARTICLE 9 MEDIATION/ARBITRATION

9.01 MEDIATION

The parties agree that it is their intent to resolve grievances without recourse to arbitration, wherever possible. Therefore, the parties may, upon mutual agreement, engage the services of a mediator to resolve the grievance and may extend the time limits for the request for arbitration. The parties will share equally the fees and expenses, if any, of the mediator.

- (a) A request to utilize the services of a mediator must be submitted in writing by either party within fourteen (14) calendar days of the response at Step No. 3 or any other step of the grievance procedure.
- (b) The referring party shall notify the other party in writing that it is proceeding to Mediation and such notice shall include a list of three (3) proposed Mediators.

- (c) Within seven (7) calendar days of receipt of the above notice, the responding party shall reply indicating whether they are in agreement to proceed to Mediation and if so, shall either accept one of the proposed Mediators or propose three (3) alternate Mediators.
- (d) Where the parties are unable to agree to a Mediator within fourteen (14) calendar days, or such other time as may be mutually agreed, either party may apply to the Minister of Labour to appoint a Mediator.
- (e) The Mediator shall convene a meeting within thirty (30) days and attempt to mediate a settlement to the dispute.
- (f) Mediation will be attended by a maximum of four (4) representatives of the Union, which shall include the CUPE National Representative and the Grievor, and four (4) representatives of the Employer, which may include counsel.
- (g) Any concessions, discussions or offers to settle the grievance which occur during mediation are without prejudice to each parties' positions at arbitration.
- (h) Time spent during regular working hours at mediation shall be paid at the employee's regular rate of pay.
- (i) Grievances not resolved at Mediation will be forwarded to Arbitration in accordance with Article 9.02, or referred to the step of the grievance process at which it was referred to mediation.

9.02

ARBITRATION

- (a) Where a grievance is not resolved under the Grievance Procedure, either party may, within twenty (20) working days of the last disposition of the matter, refer the grievance to the Arbitration Process.
- (b) The referring party shall notify the other party in writing by registered mail that it is proceeding to Arbitration and such notice shall include a list of three (3) proposed Arbitrators.
- (c) Within seven (7) days of receipt of the above notice the responding party shall reply, either accept one of the proposed Arbitrators or propose three (3) alternate Arbitrators.
- (d) Where the parties are unable to agree to an Arbitrator within fourteen (14) days, or such other time as may be mutually agreed, either party may apply to the Minister of Labour to appoint an Arbitrator.

- (e) Nothing in this Agreement shall preclude the Union and the Employee from agreeing to substitute an Arbitration Board for the Sole Arbitrator.
- (f) No person who has assisted in the negotiation of this Collective Agreement, or any renewal thereof, may be appointed to such Board of Arbitration.
- (g) The Arbitrator shall determine their own procedure but shall give full opportunity to all Parties to present evidence and make representations. The Arbitrator or the Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and, subject only to the provisions of this Agreement, such decision shall be final and binding upon the Parties and upon any employee affected by it. The decision of a majority is the decision of the Arbitration Board and if there is no majority, the decision of the Chair shall govern.
- (h) Each party shall pay:
 - (i) The fees and expenses of their appointee.
 - (ii) One-half of the fees and expenses of the Sole Arbitrator.
- (i) The parties reserve the right to make application for Arbitration using Section 49 of the Ontario Labour Relations Act and should such right be exercised, agrees to inform the other Party in accordance with the time limits specified above.

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

ARTICLE 10 DISCHARGE AND DISCIPLINARY PROCEDURES

- 10.01 A claim by an employee who has completed their probationary period and has been unjustly discharged or suspended shall be treated as a grievance if a written statement of such grievance is lodged with the Employer at Step 2 within five (5) working days after the discharge or suspension is effected. Such grievance may be settled under the Grievance or Mediation or Arbitration Procedure by:
- (a) Confirming the Employer's actions in dismissing the employee;
 - (b) Reinstating the employee without loss of seniority and with full compensation for time lost or;

- (c) By any other arrangement which may be deemed just and equitable in the opinion of the parties.

10.02 Upon the written request by the employee, disciplinary action will be removed from an employee's file after eighteen (18) months have elapsed since the issuance of discipline, provided there have been no further occurrences of a similar nature.

ARTICLE 11 EMPLOYEE FILE

11.01 Each employee shall have reasonable access to their file for the purpose of reviewing any evaluations or formal disciplinary notations contained therein in the presence of the employee's Manager or designate. The Employer will meet with the employee to provide access to the file within seven (7) calendar days.

ARTICLE 12 SENIORITY

12.01 SENIORITY DEFINED

Full-time seniority shall be defined as the length of continuous service in the bargaining unit from the last date of hire.

12.02 Part-time and casual employees shall accumulate seniority based on one (1) years seniority for each 1596 hours worked in the bargaining unit since the last date of hire. Seniority shall be used as a factor in determining preference or priority for promotions, transfers, demotions, layoffs and recall.

12.03 Seniority shall operate on a bargaining-unit-wide basis. A newly hired employee shall be considered probationary until they have worked a total of six hundred and thirty (630) hours. After the completion of the probationary period, seniority shall be credited equal to such hours worked. Thereafter, seniority shall accrue based on hours worked. Human Resources shall notify the Employee that their probationary period has expired upon the completion of the six hundred and thirty (630) hours.

12.04 An employee's probationary period may be extended for a further period which shall not exceed three additional (3) months. The extension shall be communicated to the President of the Local. The Employer will advise the employee and the Union of the reasons when an extension occurs. If such probationary employee continues in the same position at the end of the said extension, seniority, and benefits to length of service, shall be based on the original date of continuous employment.

12.05 During such time as an employee remains in probation, the employee shall have no right to grieve discharge and discipline.

12.06 The dismissal of a probationary employee, for failure to meet the requirements of the position, shall be at the Employer's discretion and is not subject to the grievance procedure.

12.07 The Employer shall maintain a seniority list showing the employee's name, current classification, the date of hire and the seniority date. Where two or more employees commenced work on the same day, preference shall be in accordance with the date of application. An up-to-date seniority list shall be sent to the union and posted on the intranet by January 31, May 31, and September 30 of each year.

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

12.08 LOSS OF SENIORITY

An employee shall not lose seniority rights if they are absent from work because of sickness, accident, layoff, or leave of absence approved by the Employer. An employee shall lose all seniority and be deemed to have quit if they:

- (a) voluntarily resign;
- (b) are discharged and is not reinstated through the Grievance or Arbitration Procedure;
- (c) absent themselves from work for more than three (3) consecutive working days unless a reason satisfactory to the Employer is given by the employee;
- (d) fail to report to work following a layoff within seven (7) calendar days after being notified by registered mail to do so unless they give a reason satisfactory to the Employer for such failure.
- (e) fail to return to work upon termination of an authorized leave of absence without a reason satisfactory to the Employer or utilizes a leave of absence for purposes other than those for which the leave of absence may be granted;
- (f) are absent due to layoff for a period in excess of eighteen (18) months.

12.09 An employee shall retain and accumulate seniority when absent from work under the following conditions:

- (a) when in receipt of Workplace Safety and Insurance Benefits until such time as declared permanently disabled by the Workplace Safety and Insurance Board or when absent for a maximum of two (2) years from the last day worked, whichever occurs first;
- (b) an employee is absent for approved Union leave in accordance with Article 16.03.

12.10 TRANSFERS AND SENIORITY OUTSIDE OF THE BARGAINING UNIT

If any employee is transferred to a position outside of the bargaining unit, they shall retain their seniority acquired at the date of leaving the Unit but will not accumulate any further seniority. If such an employee later returns to the bargaining unit within twenty-four (24) months, they shall be placed in their former job classification. The Employer will endeavour to backfill the position the employee held during the time of the transfer.

ARTICLE 13 VACANCIES

13.01 The Employer will post a notice of all vacancies, including any new positions occurring within the Bargaining Unit which it intends to fill. Such notice will be posted on the Employer's intranet for a period of ten (10) calendar days. Such notice will include job status, classification, qualifications, present assigned health unit site and program division. At the same time, a posting may be advertised externally.

If the Employer chooses not to fill a vacancy, then the Employer will meet with the Union's Representative to inform the Union of the reasons for not filling the vacancy.

- (a) Employees wishing to apply for such posted vacancies, must make written application to the Employer within such ten (10) calendar day period from the date of the posting.
- (b) Filling of all posted vacancies within the Bargaining Unit will be based primarily on the following factors: qualifications, experience, skills, and ability for the opening concerned; but as between two or more persons possessing the required qualifications and who have approximately equal standing based upon the above factors, bargaining unit seniority will be the deciding factor. Where there are no qualified internal applicants for such a vacancy, such vacancy may be filled at the Employer's discretion.
- (c) A full-time employee, upon appointment to a part-time position, or a part-time employee upon appointment to a full-time position, will retain their seniority as of such date, and shall receive credit for their full seniority and service on the basis of 1596 hours worked for each year of full-time seniority or service but thereafter their seniority will

accrue as applicable to their new position. When a part-time employee is appointed to full-time status, their part-time seniority will be converted to a full-time equivalent based on 1596 hours representing one full year of seniority.

- (d) Successful applicants and new hires will be excluded from posting into another position until six (6) months from commencement of their new position or their date of hire.
- (e) Where a part-time or casual employee is engaged in a temporary job, they will be returned to their former status at the completion of such temporary job, provided that the position has not been deleted in the event of layoff.
- (f) Where a newly hired temporary employee is subsequently engaged in a full-time, part-time, or casual position, following their period of temporary replacement employment and providing it is without a break in service:
 - (i) they will receive credit towards completion of the probationary period for their period of continuous service as a temporary employee; or
 - (ii) where such period of continuous service has exceeded six-hundred and thirty (630) hours, their name will be placed on the seniority list and they will be given seniority as a full-time, part-time, or casual employee from the date they were last hired as a temporary employee.
- (g) Full-time employees will be excluded from consideration to temporary vacancies

13.02 TEMPORARY EMPLOYEES

- (a) The Employer will outline to the employee hired or selected to be a temporary employee, the circumstances giving rise to their temporary position as well as the conditions and expected duration of such employment.
- (b) At the conclusion of their period of temporary replacement, the employment of such temporary employee shall be terminated, and such termination shall not be made the subject of a grievance. It is agreed, however, that if such employee was a part-time employee at the time they were selected to be a temporary employee, they will revert to their former status at the conclusion of their period of temporary replacement employment, provided the Employer at such time still requires a person to fill such position.
- (c) Where temporary postings are established as a result of employees

being on extended absences (i.e. LTD, WSIB), it is the Employer's right to determine that there is a need to deem the temporary vacancy/posting a permanent vacancy and re-post accordingly. The Employer will notify the Union accordingly.

- 13.03 Notwithstanding any other provision in this Agreement, the Union acknowledges the right of the Employer to assign and reassign employees from one job or program to another within the Health Unit's operations from time to time. It is agreed however, that before doing this, the Employer will, except in the case of an emergency, notify the employee affected in advance and discuss with the employee the reasons.

ARTICLE 14 LAYOFFS

- 14.01 Both parties recognize that job security should increase in proportion to length of service. Therefore, in the event of a lay-off, employees shall be laid off in reverse order of seniority beginning with probationary employees, in the affected classification.

- 14.02 A lay-off shall be defined as a reduction in the workforce. In addition, a lay-off shall also include a reduction in hours that results in a change of job status from full-time to part-time.

- 14.03 Union notification of a lay-off:

In the event of a proposed lay-off, the Employer shall:

- (a) Provide the Union if possible, with no less than **thirty (30)** calendar days' notice of such lay-off(s) that exceed thirteen (13) weeks;
- (b) For layoffs of less than thirteen (13) weeks, the Union and those employees affected will receive **fourteen (14)** calendar days notice;
- (c) Meet with the Union within ten (10) days from the issuance of the notice to review the following:
 - (i) The reason for the lay-off(s);
 - (ii) The background information of the alternatives considered;
 - (iii) The service which the Employer will undertake after the lay-off(s); and
 - (iv) The method of implementation including areas of cutbacks and the expected employee(s) to be laid off.

14.04 Layoffs shall be made based on the seniority list provided that the employee(s) who are entitled to remain based on seniority are qualified to do the work available. Probationary employees will be laid off first prior to those with seniority.

(a) Bumping:

- (i) Laid off employees will have the option to accept a vacant position or exercise their seniority on a bargaining unit wide basis and displace the most junior employee in any job classification represented by the Union for which they possess the required qualifications. The laid off employee will assume the location and hours of work assigned to the junior employee or vacant position.
- (ii) Full-time employees will have the option to displace another full-time or part-time employee. Part-time employees will displace part-time employees.

(b) Casual work that becomes available for a period of more than five (5) consecutive days will be offered in order of seniority to employees who are on layoff and qualified and trained to do the work in question before it is offered to casual employees.

(c) Recall:

- (i) Employees will be recalled in the order of their seniority, provided they are qualified in accordance with the provisions of Article 14.04 and further provided they are recalled within an eighteen (18) month period from the date of last layoff.
- (ii) The method of recall for employees shall be by personal contact, or failing that, by courier or "Priority Post" mail in the order of their seniority. The employee is solely responsible for their proper address being on record with the Employer.
- (iii) After serving notice in (ii), the employee must report to work within seven (7) calendar days.

14.05 Individual layoff notices to employees shall be provided in accordance with the provisions of the *Employment Standards Act*, as amended from time to time.

14.06 The Employer agrees to pay the full cost of Health and Welfare Benefit premiums for any employee who is laid off for a one-month period following the month in which the layoff became effective.

ARTICLE 15 JOB SHARING

15.01 It is recognized that some full-time employees desire a more flexible working arrangement than is currently provided for under this Collective Agreement, therefore the Employer and the Union have agreed to participate in a job-sharing process:

- (a) "Job-sharing" is defined as an arrangement whereby with the approval of the Chief Executive Officer or designate, any two full-time employees share the same hours or work of what would otherwise be one full-time position.
- (b) Each "job-sharing" arrangement shall be on a trial period for up to three (3) months.
- (c) Either the Union or the Employer may discontinue the job-sharing arrangement with ninety (90) days' notice. Upon receipt of such notice, a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation.
- (d) The parties agree to modify specific aspects of the Collective Agreement for the purpose of this job-share with the understanding that the employees involved in this job-share are entitled to all the provisions of the Collective Agreement as provided for a part-time employee, except as herein amended.
- (e) Employees wishing to job-share will sign a job-share agreement with the Employer and the Union.
- (f) There will be no more than one (1) job-sharing arrangement within a specific job at any given time.

15.02 IMPLEMENTATION

- (a) Only a full-time position in the bargaining unit may be job-shared, and it is understood that the integrity of the full-time position will be maintained throughout the job-sharing notwithstanding the fact that it is being shared by two (2) employees. Accordingly, upon termination of the job-share arrangement, the shared position will revert to a vacant full-time position.
- (b) If two (2) full-time employees wish to job-share and the Employer agrees, the full-time position being shared need not be posted. The resulting vacant full-time position will be posted in accordance with this Collective Agreement.
- (c) A full-time employee wishing to job-share their full-time position may do so if approved by the Chief Executive Officer. Upon approval, the job-share arrangement (the other half of the employee's position) will

be posted and selection will be made in accordance with the provisions of the Collective Agreement. If there is no successful applicant to the posting found internally, the position may be advertised externally.

- (d) If one of the job-sharers leaves the arrangement, the employee's job-share will be posted. If there are no successful applicants to the posting, the shared position must revert to a full-time position. The position must be posted in accordance with the Collective Agreement.

NOTE: if one of the job-sharers is on maternity leave, parental or adoption leave or a leave without pay, it is understood the other job-sharer will endeavor to take the full-time hours until the other person returns or that portion of the job-sharing arrangement will be posted internally.

- (e) Nothing in this Article shall be interpreted to imply the creation of two (2) part-time positions out of the sharing of the one (1) full-time position.
- (f) Hours of work- Each employee in the job-share will work one-half (1/2) the hours of a full-time employee. The manner and/or method of job-sharing and distributing the hours involved must be in accordance with the job-sharing program's terms of reference and will be decided upon by the employee's themselves and by the Manager or designate.
- (g) Salaries and Professional Classifications: Each employee will be paid in accordance with the rate of pay for the position being shared for hours worked and commencing at the level the employee is presently being paid and otherwise shall be deemed to be a part-time employee pursuant to this Agreement.

ARTICLE 16 LEAVE OF ABSENCE

16.01 PERSONAL LEAVE OF ABSENCE

The CEO or designate may, in their discretion, grant a leave of absence without pay to an employee where the employee requests such a leave of absence for personal reasons. Except in the case of an emergency, a request for leave of absence under this clause must be in writing and must be submitted as far in advance as possible. The reply to the request must also be in writing except in case of an emergency.

During an approved unpaid leave of absence of greater than 30 days, credit for service for purposes of vacation and sick leave will be suspended and pro-rated accordingly upon return from the leave. In addition, the employee

shall become responsible for any health and welfare benefits in which they are participating.

16.02 ESA LEAVES

The Employer acknowledges that employees may be entitled to access certain leaves of absences under the *Employment Standards Act, 2000* as amended from time to time.

16.03 UNION LEAVE

- (a) The Employer will grant leave of absence, without pay, for Union business to employees selected by the Union to attend conventions or conferences providing such leave of absence does not interfere with the continuance of efficient operations by the Employer. It is understood that the maximum total of all leaves granted under this section for all employees collectively shall not exceed thirty-five (35) working days in any calendar year and requests for such leave of absence shall be made in writing, at least two (2) weeks in advance, when possible. The Employer agrees to continue to pay all wages and benefits on behalf of the employees during the above leave. The Employer shall invoice the Treasurer of the Union for reimbursement.
- (b) A union member appointed or elected to a full-time position by the Union may be granted up to one (1) year leave of absence without pay, the said member is to be permitted to maintain extended health provisions by direct payment to the Employer of such premiums that may apply.

16.04 BEREAVEMENT LEAVE

- (a) In case of a death in the immediate family of a full time employee, namely spouse, common-law spouse, child, step-child, step-parent, mother, father, guardian, sister and brother, step-brother and step sister, the full time employee shall be permitted to be absent for not more than five (5) days including the day of the funeral without loss of regular pay.
- (b) In case of a death with other immediate family members of a full time employee, namely mother-in-law, father-in-law, son-in-law or daughter-in-law, grandchild, grandmother, grandfather, the full time employee shall be permitted to be absent for not more than four (4) days including the day of the funeral without loss of regular pay.
- (c) In the case of the death of, sister-in-law, brother-in-law, a full time employee shall be permitted to be absent for not more than three (3) working days, including the day of the funeral, without loss of regular pay.

- (d) In the case of the death of an aunt, uncle, first cousin, nephew or niece, a full time employee shall be permitted to be absent for one (1) day without loss of regular pay provided the employee attends the funeral.

Note: For purposes of a)-d), funeral is deemed to mean a bona fide internment or memorial service.

- (e) Winter internment – In the event of a death occurring in winter, necessitating a spring internment, one (1) of the working days referred to in subsections (a), (b), or (c) may be taken at the time of internment.
- (f) Part-time and temporary employees will be eligible for the bereavement leave prorated based on normal hours worked.

16.05

JURY AND WITNESS DUTY

If an employee is required to serve as a Juror in any Court of Law, is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law in connection with a case arising from the employee's duties at the Health Unit , or is required to attend a coroner's inquest in connection with a case arising from the employee's duties at the Health Unit, or is required by subpoena to appear as a witness before their respective professional college, if applicable, and as recognized by the Province of Ontario with a case arising from the employee's duties at the Health Unit, they shall not lose their regular pay because of such attendance provided that they:

- (a) notify the Employer immediately upon their notification that they will be required to attend court;
- (b) present proof of service requiring their attendance;
- (c) promptly repay the amount (other than expenses) paid to them for such service or attendance to the Employer;
- (d) report for work to complete the balance of their shift once they have been excused by the Courts;

Part-time and temporary employees will be eligible for the court attendance entitlements provided they are scheduled to work on the days they are required to attend court or they are attending court on Health Unit business.

16.06 PREGNANCY LEAVE

- (a) Pregnancy leave will be granted in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) The employee shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return. This notice shall be waived in the event of pregnancy complications or premature birth.
- (c) The employee shall reconfirm their intention to return to work on the date originally approved in subsection (b) above by written notification received by the Employer at least four (4) weeks in advance thereof. The employee shall be reinstated to their former position unless the position has been discontinued in which case they shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved pregnancy leave may be released and such release shall not be the subject of a grievance or arbitration.

16.07 PARENTAL LEAVE

- (a) An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.
- (b) An employee is eligible to be granted a parental leave in accordance with the *Employment Standards Act*. In cases of adoption, the employee shall advise the employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption.
- (c) The employee shall be reinstated to their former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.
- (d) Employees newly hired to replace employees who are on approved parental leave may be released and such release shall not be the subject of a grievance or arbitration.

The Employer will outline to employees hired to fill such temporary vacancies, the circumstances giving rise to the vacancy and the special conditions relating to such employment.

16.08

An employee who is on pregnancy and parental 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 employment benefit. That benefit will be equivalent to the difference between seventy - five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Biweekly payment 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 they are in receipt of Employment Insurance pregnancy and parental benefits, and shall continue for a maximum period of 15 weeks pregnancy leave and 5 weeks parental leave. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

An employee who is on parental leave only 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 employment benefit. That benefit will be equivalent to the difference between seventy – five percent (75%) of their regular weekly earnings and the sum of their weekly Employment Insurance benefits and any other earnings. Biweekly payment 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 they are in receipt of Employment Insurance parental benefits, and shall continue for a maximum period of twenty (20) weeks. The employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit.

The employee does not have any vested right except to receive payments for the covered employment insurance period. The plan provides 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 plan.

The employer shall continue to pay the percentage in lieu of benefits for part-time employees based on the employee's normal weekly hours for the full duration of the pregnancy leave in addition to pension contributions if applicable, unless the employee has advised the Employer, in writing, that they do not wish to continue to make the employee contributions (if any) to such plans.

16.09 Pre-paid Leave

The Employer agrees to introduce a pre-paid 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) year's salary over a (5) five year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- (b) The employee must make written application to the CEO at least four (4) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave. The CEO shall have the sole discretion to approve or deny applications.
- (c) The number of employees that may be absent at any one time shall be two (2). The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee and the Employer.
- (d) Written applications will be reviewed by the CEO. 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. The CEO shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
- (e) 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 the employee until the year of the leave or upon withdrawal from the Plan.
- (f) The manner in which the deferred salary is held and paid out consistent with federal and provincial legislation. The employee will be given a statement every year of the amount of the accrued interest.
- (g) All deferred salary, plus accrued interest, shall be paid to the employee at the commencement of the leave or on the employee's regular pay schedule 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 year of the leave seniority will accumulate in accordance under Article 12. Service for the purpose of vacation

and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any health and welfare benefits in which the employee is participating. The period of leave shall be treated as broken service for the purpose of the OMERS plan.

- (i) An employee may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given to the CEO. If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, 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.
- (j) The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Health Unit is unable to find a suitable replacement, it may postpone the leave. The Health Unit will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to the employee within a reasonable period of time.
- (k) The employee shall give ninety (90) days' notice of intent to return.
- (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 pre-paid 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 pre-paid leave program in accordance with this Article.
 - (ii) The period of salary deferral and the period for which the leave is requested.
 - (iii) The manner in which the deferred salary is to be held.
 - (iv) The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement.

ARTICLE 17 PAID HOLIDAYS

17.01

- (a) All full-time employees within the scope of this Agreement shall be paid at the regular rate of pay for each of the following holidays:

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

Or days celebrated in lieu of any such holiday and any other day required by the Government of Ontario or the Government of Canada to be observed as a public holiday.

- (b) If a full-time employee is eligible for benefits under Short term disability, Long term disability or the *Workplace Safety and Insurance Act*, then the employee will not be entitled to both a paid holiday(s) and the foregoing benefits unless required under law.

17.02

In order to qualify for holiday pay in respect of each of the holidays referred to in Article 17.01, an employee must work both the working day immediately preceding and following the holiday concerned unless the employee was absent due to:

- (a) illness which commenced within thirty (30) days of the date of the holiday;
- (b) vacation;
- (c) taking compensating time off which has been mutually arranged between the employee and the Employer;
- (d) approved leave of absence with pay.

17.03

Where a full-time employee qualifies for holiday pay, such pay will be computed on the basis of the number of hours the employee would otherwise have worked had there been no holiday at the employee's regular straight time hourly rate of pay to a maximum of seven (7) hours.

When any of the above holidays occur during a full-time employee's annual vacation another day of vacation shall be scheduled at a mutually agreeable time.

17.04 PART-TIME, CASUAL, AND TEMPORARY

- (a) The holidays listed in Article 17.01 will be recognized for part-time, and temporary employees.
- (b) If a part-time or temporary employee works on a holiday listed in Article 17.01 the employee shall be paid at the rate of one and one half (1 1/2) times the employee's regular straight time hourly rate for all hours worked on such holiday.
- (c) Every part-time and temporary employee shall receive credit for each statutory holiday listed based upon the ratio of the normal regularly scheduled part-time hours over the normal full-time hours.
- (d) Casual part time employees shall receive holiday pay for the holidays listed in Article 17.01 if they qualify under the provisions of the *Employment Standards Act*.

17.05 Where a holiday as defined in Article 17.01 falls on a Saturday or a Sunday and is not proclaimed as being observed on some other day the Monday next following the Saturday or Sunday on which the holiday falls shall be designated as the day off in lieu thereof.

17.06 BOARD DAY:

The Employer will be closed for one (1) day between December 14th and January 1st. The Board Day will be designated by the CEO or designate prior to September 15th. All full time, part-time and temporary employees within the scope of this Agreement shall be paid at the regular rate of pay. Article 17.01 (b) and the conditions set out under Articles 17.02, 17.03, 17.04, will apply. Should the CEO or designate decide that it is necessary or appropriate for the Health Unit to remain open on this day, it reserves the right to do so and payment will be in accordance with Article 20.02(g).

ARTICLE 18 VACATIONS

18.01

(a) FULL TIME EMPLOYEE

The date for determining vacation entitlement in each year shall be January 1st.

Full-time employees will be notified of their entitlement for the current calendar year by January 15th.

Each full-time employee shall be entitled to vacation with pay based on length of service with Southwestern Public Health as of January

1st, in each year as follows:

- (i) full-time employees with less than one (1) year of service as of December 31st in any year with the Employer will receive one point six seven (1.67) working days' vacation for each month of employment;
- (ii) full-time employees in the active employ of the Employer who have completed:
 - a. one (1) year of continuous service will be granted twenty (20) working days' vacation with pay;
 - b. eleven (11) years of continuous service will be granted twenty-five (25) working days' vacation with pay;
 - c. twenty (20) years of continuous service will be granted thirty (30) working days' vacation with pay.

(b) PART-TIME EMPLOYEES

- (i) Part-time employees will be notified of their entitlement for the current calendar year by January 15th. Each part-time employee shall be entitled to vacation with pay on a pro rata basis to that of a full-time employee (of equivalent length of service pursuant to Article 18.01(a) based on length of service with the Employer as of January 1st in each year).
- (ii) If a part-time employee should change status during the calendar year a pro rata adjustment will be made as of the effective date of the change.

(c) CASUAL AND TEMPORARY EMPLOYEES

Casual and temporary employees shall receive vacation pay of eight percent (8%) of wages earned each pay period.

18.02

Subject to government legislation, in the event of hiring, termination, resignation, change of status, unpaid leaves of absence, long term disability, retirement and layoffs, the paid vacation owing to employees will be determined and based on a pro-rated calculation using the qualifying period for their vacation (i.e. the period between January 1st to December 31st). Any paid vacation owing will be prorated based upon completed days worked in proportion to the full number of working days in the year and the employee's entitlement. If the employee leaves the employer, prior to earning vacation already taken during the year, such employee must reimburse the employer for unearned vacation.

- 18.03 Such vacation pay or allowance as provided in Article 18.01 above shall not include overtime or other bonuses but shall be based on normal hours of work.
- 18.04 Vacation time must be taken in the calendar year earned. With the approval of the Employer, up to five (5) vacation days may be carried over to the following year to be used by March 31st of the following year.
- 18.05 Vacation requests for the summer vacation period are to be submitted by April 1st and vacation requests for the Christmas vacation period are to be submitted by September 15th. The summer vacation schedule (i.e. July and August) will be posted by April 21st and the Christmas (December 15th – December 31st) vacation schedule by October 7th. Seniority will be the deciding factor in the approving of such vacations
- Vacation requests for periods other than the summer and Christmas vacation periods will be approved on a first-come first-served basis.
- Vacations may be taken at any time during the year but are subject to the approval of the Employer.
- 18.06 In the event of the death of an employee, their executors or administrators shall be entitled to receive such vacation pay as may stand to their own credit, subject to the necessary tax releases being filed by said executors or administrators with the Employer's CEO. If employment terminates for whatever reason and the employee has taken more vacation time than the employee is entitled to based on the pro-rated time worked in the vacation year, the overpayment will be deducted from the employee's final pay.
- 18.07 There shall be no vacation accrual while an employee is absent from work for a period in excess of seventeen (17) weeks while on WSIB or when in receipt of payment under the long-term disability plan.

ARTICLE 19 SICKNESS DAYS/SHORT TERM DISABILITY/LONG TERM DISABILITY

- 19.01 The Sickness Days, Short Term Disability and Long Term Disability Income Replacement Plan will apply to all full-time employees who have completed their probationary period.
- 19.02 In order to qualify under the STD Plan, the employee must utilize (up to 5 days) any accrued Sickness Days during their five (5) consecutive working days of absence waiting period.
- (a) SICKNESS DAYS
- (i) On January 1st of each year a full-time employee who has completed their probationary period will receive a credit of ten (10) sickness days. These days will be used for short-term

illnesses of five (5) days or less during that calendar year and may be drawn on at full salary as needed.

Note: Subject to supervisory approval, a maximum of five (5) of the ten (10) sickness days may be used for illness of immediate family members and/or medical/dental appointments for the employee. For the purposes of this Article, "immediate family" shall mean spouse, common-law spouse, child, step child, mother, father, sister, brother and also includes mother-in-law and father-in-law.

- (ii) The sickness days will be prorated for new employees who have completed the probationary period with .83 of a sickness day granted for each full month remaining in the year.
- (iii) An employee who is receiving STD or LTD benefits on January 1st of any given year will not receive the ten (10) sickness days unless or until the employee returns to the job at which time the sickness days will be credited in full. (Note: It is understood that, in the event the employee falls under the provisions of STD or LTD or WSI Act plans (e.g. (b) ii) of STD) then those plans are deemed the first provider and would be used prior to any eligibility of benefits, if any, under the Sickness Day plan.
- (iv) There is no pay-out or cash value for sickness days and they will not be cumulative.
- (v) These days may not be used to top up Workplace Safety and Insurance Board payments.
- (vi) Part-time Employees: A part-time employee who has completed their probationary period will be eligible for Sickness Days pursuant to this Article on a pro rata basis on their annualized normal hours of work as a proportion of full-time hours and providing their hours equal a minimum of 50% of the full-time hours identified in the Collective Agreement.

(b) **SHORT TERM DISABILITY**

Each full-time employee who has completed their probationary period shall be eligible for the short term disability benefit. Full STD salary days will automatically be reinstated at January 1st of each year, based on the length of service at the time providing the employee is not eligible for or receiving SD, STD, or LTD benefits. In such case and subject to (b) (ii), the reinstatement will occur upon their return to active full-time work.

- (i) Entrance to the STD schedule will occur and benefits will

commence after five (5) consecutive working days absence due to a medically confirmed non-occupational illness or injury. Benefits will be based on the employee's length of service with the Health Unit.

Length of Service*

At Start of STD --100% of Salary--70% of Gross Salary

up to 2 yrs-----	1 week-----	16 weeks
2 - 3 yrs-----	2 weeks-----	15 weeks
3 - 4 yrs-----	3 weeks-----	14 weeks
4 - 5 yrs-----	4 weeks-----	13 weeks
5 - 6 yrs-----	5 weeks-----	12 weeks
6 - 7 yrs-----	6 weeks-----	11 weeks
7 - 8 yrs-----	7 weeks-----	10 weeks
8 - 9 yrs-----	8 weeks-----	9 weeks
9 - 10 yrs-----	9 weeks-----	8 weeks
over 10 yrs-----	17 weeks-----	0 weeks

- (ii) In any given calendar year, a full-time employee who has completed their probationary period is entitled to the STD benefits as outlined above. If an employee has a relapse of the original illness or injury (or develops a related condition and is off work) within thirty (30) calendar days of returning to work, the employee will return to the STD schedule, where the employee was positioned at the time of their return to work (e.g. an employee is in their 12th week of the schedule, comes back for one week and goes back off work due to the same condition; therefore, the employee will start at the 12th week where they left off). If upon return to work, the employee sustains a different and unrelated injury or illness, the employee will return to the beginning of the STD schedule.

(* Note: This refers to the place on the schedule only and has no reference to the employee's "service review date" and their advancement on the wage schedule.

- (iii) The Employer agrees to continue to pay premiums per Article 22 for Extended Health Care, Dental, and Life Insurance.
- (iv) An employee will return to the work position held prior to the STD absence provided the employee is able to do so.
- (v) Subject to provincial legislation, a full-time employee who has completed their probationary period is not eligible for STD payments while on pregnancy or parental leave.
- (vi) Payment of benefits can only cease on the date of layoff or

separation when the disability started within the two months preceding this date, and that notice of layoff or separation was given prior to the beginning of the disability. In all other situations relating to layoff or separation, benefits must be paid for the lesser of the duration of the disability or 15 weeks.

- (vii) There is no pay-out or cash value for STD days and they will not be cumulative. These days may not be used to top up Workplace Safety and Insurance Board payments.
- (viii) The Employer reserves the right to use and/or change insurers provided the benefits conferred thereby are substantially similar or better than the present benefits provided. The Employer will advise the Union of any change of carrier as soon as practical.

Note: If a dispute should arise that the new benefits are "not substantially similar to or better than the present benefits" and the parties are unable to resolve the question, the question may be referred to arbitration in accordance with the arbitration provisions of the Collective Agreement.

(c) **LONG TERM DISABILITY:**

- (i) In no event will an employee receive sickness days, STD and/or LTD at the same given time.
- (ii) The Employer will pay 100 percent (100%) of a premium of a Long Term Disability Insurance Plan for full-time employees who have completed their probationary period. The plan will provide for the payment of seventy-five percent (75%) of the full-time employee's (who has completed their probationary period) basic monthly earnings to a maximum of six thousand dollars (\$6,000.00). A waiting period of one hundred and nineteen (119) days is required before the benefits under this plan take effect. Upon completion of their probationary period, a full-time employee shall as a condition of employment become a member of the Long Term Disability Plan.

- (iii) For the purposes of this Article, Disability is defined as follows:

During the first two (2) years of income payments, the disability must prevent the full-time employee from performing the duties relating to their regular job. After that time, the income benefit will continue if the disability prevents the full-time employee from engaging in any employment for which the employee is reasonably qualified by education, training or experience.

- (iv) The Employer will continue to pay premiums for the benefits identified under Article 22 for a period of the first 24 months. Vacation accumulation and service increments in salary will cease on the first day that LTD comes into effect. Subject to the *Human Rights Code*, seniority will continue to accumulate for twelve (12) months. Benefits will be reinstated to the level that they were when the employee went on LTD, when the employee returns to full-time work. OMERS eligibility is in accordance with its Plan and premiums may be waived while on LTD as per its Plan.
- (v) The Insurer will provide each full-time employee who has completed their probationary period with a booklet describing the LTD plan. The terms and conditions of the insurance policy will govern in any dispute arising from this benefit; however, the policy, administration, benefits and any other matters will not be the proper subject matter for an arbitration under this Collective Agreement.
- (vi) The Employer reserves the right to change insurers provided the benefits conferred thereby are substantially similar or better than the present benefits provided. The Employer will advise the Union of any change of carrier as soon as practical.

Note: If a dispute should arise that the new benefits are "not substantially similar to or better than the present benefits" and the parties are unable to resolve the question, the question may be referred to arbitration in accordance with the arbitration provisions of the Collective Agreement.

(d) **MEDICAL CERTIFICATES:**

The Employer reserves the right to require that an employee produce a medical certificate at any time, verifying the employee's illness and that inability to attend work was as a result thereof, or as a condition precedent to the payment of any short term disability payments. Medical Certificates required by the Employer will be reimbursed by the Employer (upon submission of a receipt by the employee) to a maximum of sixty (\$60) dollars for each certificate.

ARTICLE 20 HOURS OF WORK AND OVERTIME

20.01 It is recognized that having regard to the nature of the Employer's operations, the daily and weekly hours of work are flexible and subject to variation. However, subject to the foregoing, the normal hours of work shall be as follows:

- (a) The regular hours of work for full-time employees shall be 35 hours per week (exclusive of meal times), Monday through Saturday, or shall average 70 hours (exclusive of meal times) over a bi-weekly period. This provision shall not be construed as a guarantee of a specific number of hours of work per day or days of work per week.
- (b) A regular workday shall be seven (7) hours per day (exclusive of meal times), starting no earlier than 7:30 AM and ending no later than 10:00 PM.
- (c) The hours of work for part-time, casual or temporary employees shall be as scheduled by the Employer but the Employer does not guarantee any hours of work in any day or any week for any such employee.

20.02

All authorized hours worked by a full-time, part-time, or temporary employee in excess of the hours set forth in 20.01 shall be considered as overtime. A full-time, part-time, or temporary employee who works overtime shall, in lieu of overtime payment, be compensated by being granted time off at the rate of one and one-half (1.5x) hour of time off for each hour of overtime worked, at a time which is mutually agreeable to the Employer and the employee concerned. Employees can accumulate up to a maximum of thirty-five (35) hours of authorized overtime. If the maximum is reached, the employee must either take the time off, or be paid out in accordance with 20.02(b) or (c) as applicable. For the purpose of clarity, "take time off" means time taken, not scheduled or booked. The thirty-five hour maximum of authorized overtime is meant to be a rolling entitlement.

- (a) Employees who have accumulated overtime as outlined above in a calendar year must take the time off in that year; however, if the CEO or designate approves, it may be carried over and taken off at some mutually convenient time before the end of March of the following calendar year.
- (b) It is understood that the Employer may not always be able to accommodate the granting of time off in lieu of overtime payment(s) and therefore, in those circumstances the Employer will pay overtime payments in accordance with this Collective Agreement. For greater clarity, any overtime payments will be equal to the amount of time off the employee would have otherwise received under the terms of this collective agreement.
- (c) In the event that the employee becomes entitled to overtime pursuant to the *Employment Standards Act*, the employee will receive whichever benefit is greater. Under no circumstances will the employee be entitled to receive overtime under this agreement and the *Employment Standards Act* for the same hours worked.

- (d) A Saturday differential of seven dollars and fifty cents (\$7.50) per hour shall be paid for work on Saturdays for which forty-eight (48) hours' notice has been provided.
- (e) It is agreed however that where the authorized hours are worked on a Saturday without forty-eight (48) hours' advance notice to the employee, the compensating time off shall be at the rate of one and one-half (1 ½) hours of time off for each such hour of overtime worked.
- (f) If the Employer requires any employee to work on a Sunday or statutory holiday they will be paid double (2X).
- (g) There will be no pyramiding of benefits under this Article.
- (h) Employees will have two (2) consecutive days off over a bi-weekly pay period
- (i) Employees will not be scheduled for split shifts unless mutually agreed upon between the Employer and the employee.

20.03 MINIMUM CALL-IN PAY

When an employee is called in for overtime work outside their scheduled working hours they shall be paid for a minimum of two (2) hours at the applicable overtime rate.

20.04 AFTER HOURS ON-CALL - PUBLIC HEALTH INSPECTORS

- (a) "STANDBY/ON-CALL"
 - (i) All Public Health Inspectors will be scheduled for "standby/on-call" duty.
 - (ii) General:
 - a. The Public Health Inspector will be provided with equipment from the Employer and is expected to be available to receive and respond to reports concerning emergencies, urgent and emergent public health issues that may be the result of communications from a number of sources including, but not limited to, the Health Unit's answering service, email, a Manager, or the employee's own personal initiative that would be appropriate under the circumstances.
 - b. The "standby/on-call" Public Health Inspector will maintain records as required by the Employer.

- c. The travel reimbursement will be in accordance with the provisions of this Collective Agreement;
- d. The proposed “standby/on-call” schedule will be developed amongst the Public Health Inspectors and posted on the intranet. The Employer reserves the right to intervene and change the proposed or final schedule if it deems it necessary in its discretion. It is the intent of the parties that the scheduling process reflects a fair disbursement of hours between all of the Public Health Inspectors where possible.

(iii) Hours & Compensation:

- a. It is understood that it is the exclusive right of the Employer to determine the need for and the schedules regarding “standby/call-in”.
 - b. The weekly “standby/on-call” period will be from Friday 4.30 p.m. to the following Friday at 8.30 a.m. (if Friday is a paid holiday, the change will occur by Thursday 4.30 p.m.). The premium for this scheduled period will be a flat rate of five hundred dollars (\$500) and will increase twenty-five dollars (\$25) on January 1, 2025, and increase a further twenty-five dollars (\$25) on January 1, 2026. They will be paid an additional flat rate of seventy-five dollars (\$75) if a paid holiday falls within the work period and such amounts will not be compounded into any wage calculation.
- (b) Not Called Out: Notwithstanding, the rates expressed in (iii) (b) are deemed to include being available for as well as working “standby/on-call”, the employee shall be given compensating time off at the employee’s regular rate once the time spent exceeds four (4) hours during the on call week. (Note: The Employer reserves the right to pay for time worked in place of granting compensating time off as conditions warrant.
- (c) Called Out: In the event that any issue arising from a “standby/on-call” incident (and not from the Public Health Inspectors scheduled hours of work) cannot be addressed via telephone and/or e-mail (i.e. such hours are deemed part of the “standby/on-call” premium), and there is a need to report to the Health Unit and/or travel, then these hours will be identified in the log and treated as overtime hours in accordance with the provisions of the Collective Agreement.
- (d) The public health inspector must practice due diligence in ensuring that the employee’s equipment (and/or communication system) is operational while working under the “standby/call-in” provisions. In

addition, being available from a reporting perspective means that the public health inspector must be within a one (1) hour driving distance from jurisdiction served by the Employer.

ARTICLE 21 TRAVEL REIMBURSEMENT

- 21.01 Employees will be reimbursed for travel in a private vehicle for all travel on the Employers behalf. This includes charges for parking.
- 21.02 Mileage is calculated in accordance using the Employer's Travel Reimbursement policy as amended from time to time.
- 21.03 The mileage reimbursement rate for each kilometre driven will be paid at the following rates:
- \$.60 per kilometre for the first 5,000 kilometres driven per calendar year;
(rate will become effective one month after ratification)
- \$.55 per kilometre after that.
- 21.04 Each employee, who provides proof of coverage, shall be reimbursed by January 31st of each year, the fifty (\$50) dollars towards the cost of business insurance. Acceptable proof of coverage is a letter from the insurance carrier that the employees' policy includes business insurance. This reimbursement shall be prorated for new hires.
- 21.05 Each employee who is required to operate an automobile in the course of employment shall, as a condition of employment unless waived by the employer, have access to a reliable vehicle along with the required coverages as identified.
- 21.06 Each employee who is required to operate an automobile in the course of employment shall carry public liability and property damage insurance to a minimum of \$1,000,000.00 and show evidence of such insurance when requested.

ARTICLE 22 HEALTH AND WELFARE BENEFITS

- 22.01 Subject to the terms and conditions of the insurance policies, the Employer agrees to pay 100% of the premium cost of health and dental benefits for full-time employees and part-time employees as set out in Appendix "B". For further details refer to the benefit booklets or the online benefits through the insurance providers' websites.

Where there is any discrepancy between the insurance information booklets provided to employees and the insurance policies, the insurance companies' master contracts shall govern. A copy of the insurance

companies' master contracts will be provided to the Union upon request.

22.02 PART-TIME EMPLOYEES:

Qualifying part time employees will be given the opportunity to determine their desire to participate in the benefit plans or, on evidence of coverage by another plan, to receive a percentage in lieu of benefits as set out below. This does not preclude such employee subsequently electing reinstatement at a future date and in accordance with the carrier's policy. Should the Part-Time employee choose not to participate as per above, they will be paid ten percent (10%) in lieu of all health and welfare benefits (including pension, short term disability, long term disability) of their regular straight time pay. If the part time employee is eligible and becomes part of the OMERS Plan, their in-lieu will be eight (8%) percent.

22.03 The Employer may at any time substitute another carrier or administrator for any plan referred to in this Article provided that the benefits conferred thereby are equal to or better than the present benefits provided. The Employer will advise the Union of any change of carrier as soon as practical. If a dispute should arise that the new benefits are not "equal" to or better than the present benefits provided and the parties are unable to resolve the question, the question may be referred to arbitration in accordance with the grievance and arbitration provisions of the Collective Agreement.

22.04 The terms and conditions of any programs will govern in any dispute arising from these benefits; however, the policy, administration, benefits and any other matters will not be the proper subject matter for an arbitration under this Collective Agreement.

22.05 Except as otherwise provided, if an employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days they will become responsible for full payment of the premiums for subsidized employee benefits in which they are participating for the period of the absence and the employee may arrange with the Employer to pre-pay the full premium of the subsidized employee benefits for the entire period of the absence to ensure coverage.

22.06 TEMPORARY AND CASUAL EMPLOYEES

In lieu of all health and welfare benefits (including pension, short term disability, long term disability), temporary and casual employees who have completed their probationary period shall receive ten percent (10%) of their regular straight time pay. For temporary and casual employees who are eligible and become part of the OMERS Plan, their in-lieu will be eight (8%) percent.

ARTICLE 23 REQUIRED CLOTHING AND SAFETY EQUIPMENT

- 23.01 Upon submission of an itemized receipt to the Employer, employees who are deemed by their manager to require approved safety shoes as personal protective equipment will be reimbursed up to a maximum of two hundred dollars (\$200) every two (2) years.
- 23.02 When the Employer requires employees to wear branded clothing, the Employer shall be responsible for providing such clothing, or, at its option, shall reimburse the employee for the required clothing purchased.

ARTICLE 24 COMPENSATION

- 24.01 Salaries and classifications for employees are set forth in Appendix "A" and remain in effect for the duration of this Agreement. Increments for full-time employees will be given annually on their anniversary date twelve (12) months after the employee was last advanced to the maximum on the grid as per Appendix "A".
- (a) Increments for casual and part-time employees will be provided for each 1596 hours worked to the maximum on the grid as per Appendix "A".
 - (b) A full-time employee whose status is changed to part-time or casual will assume their same level on the applicable salary scale and vice versa.
 - (c) Upon hiring or transfer, employees shall receive confirmation thereof, including salary level, if applicable, in writing.
 - (d) If a full-time employee's absence without pay from the Employer exceeds thirty (30) continuous calendar days during such twelve (12) month period, their service review date will be extended by the length of such absence in excess of thirty (30) continuous calendar days. The foregoing does not apply to any employee whose service review date occurs during the leave of absence.
 - (e) Each part-time, including temporary, or casual employee will be advanced from their present level to the next level set out in the Appendix "A" of this Agreement after obtaining each one year's service credit calculated on the basis on 1596 paid hours of work up to the maximum level.
- 24.02 Where a new classification which is covered by the terms of this Collective Agreement is established by the Employer, the Employer shall determine the rate of pay for such new classification and notify the Union of the same. If the Union challenges the rate, it shall have the right to

request a meeting with the Employer to endeavour to negotiate a mutually satisfactory rate and implementation date for the rate. Such request will be made within ten (10) days after receipt of notice from the Employer of such new occupational classification and rate. If the parties are unable to agree, the dispute concerning the new rate may be submitted to Arbitration as provided in the Agreement within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with other employee classifications within the Health Unit having regard to the requirements of such classifications.

24.03 RECOGNITION OF RELATED EXPERIENCE

- (a) Recognition for prior experience is assessed to determine the appropriate starting salary. Credit for recent experience in the ten (10) years prior to employment with the Employer will be granted on the following basis:
 - (i) If an employee has related public health experience in a public health unit, the employee will be credited with one (1) service increment (i.e. salary step) for each year of experience to the maximum on the salary scale.
 - (ii) If an employee has experience other than public health experience, the employee will be credited with one (1) service increment (salary step) for each two (2) years of such experience to the maximum on the salary scale.
 - (iii) It is understood an employee may utilize i) and ii) in establishing service credits to the maximum on the salary scale.
 - (iv) For purposes of interpreting i) and ii), one year of experience is on the basis of 1596 hours worked.
- (b) The Employer shall make it known in the offer of employment letter that Article 24.03 may apply. Should the incumbent wish to have the related experience considered, they shall provide the employer with the appropriate documentation. It is the responsibility of the incumbent to provide proof of their related experience in the classification they have applied for.

ARTICLE 25 RESPONSIBILITY PAY

- 25.01 Where the CEO or designate temporarily assigns an employee to carry out the responsibilities of a Director or Manager, the employee shall receive an allowance of \$50.00 per full day so assigned.

25.02 HIGHER RANKING PAY

Where an employee is assigned by the employer to perform the duties of a higher ranking position (i.e. in accordance with the majority of duties in the job description), such employee shall be paid the rate of the higher applicable job that is equal to or next above the employee's own rate provided the period of replacement is in excess of five (5) continuous working days. After completion of the five (5) continuous working days, the new rate shall be retro-active to the beginning of the work assignment in the job. It is understood that this provision excludes relief/back-up and vacation relief as well as the first five (5) working days of illness while another employee is on Sick Days, Short Term Disability or Workers Compensation.

25.03 No employee shall be entitled to receive compensation pursuant to Article 25.01 and 25.02 at the same time.

ARTICLE 26 MISCELLANEOUS

26.01 The Employer will issue a copy of this Agreement in a mutually agreed upon format to each employee now employed and as employed. The cost of printing this Agreement shall be equally shared between the Union and the Employer. Additionally, the Employer will place the collective agreement on the intranet.

26.02 The Employer will provide a bulletin board for the sole use of the Union in posting Union notices. It is agreed that no notice will be posted on a bulletin board without having first been submitted to and approved by the Employer.

26.03 Pays will be issued bi-weekly.

26.04 Where the Employer makes an error on an employee's pay, such that the employee's pay is reduced, the Employer shall correct the error on the next pay.

Where the Employer makes an error on an employee's pay that results in an overpayment, it will be repaid in accordance with a repayment agreement reached between the Employer, and the employee. Such agreement will not be unreasonably withheld by any of the parties involved.

26.05 It is the employee's responsibility to ensure that the employee's address, telephone number, and emergency contact are current with the Employer. If an employee fails to do this the Employer will not be responsible for any failure of communication or notice.

26.06 The Employer shall maintain General Liability Insurance, including Malpractice coverage and Non-Owned Auto coverage.

26.07 In the event that the Employer approves a plan to merge, amalgamate, consolidate or enter into a joint venture with any other Health Unit in respect of all or part of program(s) covered by this Collective Agreement, the Employer will consult with the Union on such matters.

26.08 The Employer shall notify the Union President of all hirings and terminations within fourteen (14) calendar days.

ARTICLE 27 DURATION

27.01 This Agreement shall be in effect from the date of ratification through December 31, 2026 and shall remain in effect from year to year thereafter unless either party gives to the other party written notice of termination or desire to amend this Agreement.

27.02 Notice that amendments are required or that either party desires to terminate this Agreement may only be given within a period of not more than ninety (90) days prior to the expiration date of this Agreement or to any anniversary of such expiration date.

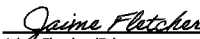
27.03 If notice of amendment or termination is given by either party, the other party agrees to meet for the purpose of negotiating within fifteen (15) days, or at a later date as mutually agreed between the parties, after the giving of such notice if required to do so.

Dated at _____, Ontario, this _____ day of _____, 2024.

FOR THE EMPLOYER:



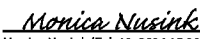
Cynthia St. John


Jaime Fletcher (Feb 12, 2024 15:57 EST)

Jaime Fletcher


Peter Heywood (Feb 12, 2024 15:25 EST)

Peter Heywood

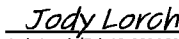

Monica Nusink (Feb 12, 2024 15:38 EST)

Monica Nusink

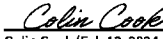

Derek McDonald (Feb 15, 2024 11:01 EST)

Derek McDonald


FOR THE UNION:


Jody Lorch (Feb 13, 2024 09:45 EST)


Jody Lorch


Colin Cook (Feb 13, 2024 19:08 EST)


Colin Cook


Susie Hamm (Feb 13, 2024 12:50 EST)

Susie Hamm


Mandy Patterson (Feb 18, 2024 10:04 EST)

Mandy Patterson


Tim Wilson (Feb 12, 2024 16:32 EST)

Tim Wilson

**LETTER OF UNDERSTANDING
TRANSFER OF POSITIONS**

Between

THE OXFORD ELGIN ST. THOMAS HEALTH UNIT
(hereinafter referred to as "the Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as the "Union")

RE: TRANSFER OF POSITIONS

The parties agree that for the life of this collective agreement, where the assigned health unit site of any full-time or part-time position is transferred by the Employer from Oxford to Elgin St. Thomas or vice versa, the following process shall apply:

- (a) The Employer shall determine the positions to be transferred from one assigned health unit site to the other. Where there are no volunteers, determination of the employees affected by the transfer, would be based on reverse seniority within the program division.
- (b) A meeting will be held with the Union to identify the transfer required and the rationale for such transfer.
- (c) The Employee affected by such transfer shall exercise one of the following options:
 - (i) accept the transfer to the new assigned health unit site;
 - (ii) displace the most junior employee in the classification at the current assigned health unit site; or;
 - (iii) be voluntarily placed on layoff.
- (d) If option (c)ii is exercised, the most junior employee will be displaced and transferred to the position at the receiving assigned health unit site.
- (e) If option (c)iii is exercised, the position at the receiving assigned health unit site will be posted in accordance with the Collective Agreement.

NOTE: In the event that an employee exercises option iii (voluntary layoff) the provisions of Article 14.04(b) shall not apply, and the Employer shall not be precluded from the use of temporary or casual employees.

Dated at _____, Ontario, this _____ day of _____, 2024.

FOR THE EMPLOYER:

Cynthia St. John

Cynthia St. John

Jaime Fletcher
Jaime Fletcher (Feb 12, 2024 15:57 EST)

Jaime Fletcher

Peter Heywood
Peter Heywood (Feb 12, 2024 15:25 EST)

Peter Heywood

Monica Nusink
Monica Nusink (Feb 12, 2024 15:38 EST)

Monica Nusink

Derek McDonald
Derek McDonald (Feb 15, 2024 11:01 EST)

Derek McDonald

FOR THE UNION:

Jody Lorch
Jody Lorch (Feb 13, 2024 09:45 EST)

Jody Lorch

Colin Cook
Colin Cook (Feb 13, 2024 19:08 EST)

Colin Cook

Susie Hamm
Susie Hamm (Feb 13, 2024 12:50 EST)

Susie Hamm

Mandy Patterson
Mandy Patterson (Feb 18, 2024 10:04 EST)

Mandy Patterson

Tim Wilson
Tim Wilson (Feb 12, 2024 16:32 EST)

Tim Wilson

**LETTER OF UNDERSTANDING
TRAINING**

Between

THE OXFORD ELGIN ST. THOMAS HEALTH UNIT
(Hereinafter referred to as "the Employer")

And


CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as "the Union")

RE: TRAINING

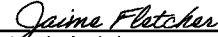
In keeping with the Strategic Direction of the Employer to build an organizational culture of innovation and leadership that supports excellence in public health programs and services, and the Employer's goals in support of this direction for flexible local public health programs and services which are delivered by well supported staff, and that staff have the skills to plan and implement responsive local public health programs and services that demonstrate value, the Employer agrees that when the Employer introduces new tools, equipment, systems or procedures to any of the job classifications, the Employer shall provide training for the employees in question.

Dated at _____, Ontario, this _____ day of _____, 2024.


FOR THE EMPLOYER:



Cynthia St. John



Jaime Fletcher



Peter Heywood



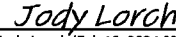
Monica Nusink




Derek McDonald

Derek McDonald


FOR THE UNION:




Jody Lorch (Feb 13, 2024 09:45 EST)




Colin Cook (Feb 13, 2024 19:08 EST)



Susie Hamm (Feb 13, 2024 12:50 EST)



Mandy Patterson (Feb 18, 2024 10:04 EST)



Tim Wilson (Feb 12, 2024 16:32 EST)

Tim Wilson

**LETTER OF UNDERSTANDING
FLEX-TIME**

Between

THE OXFORD ELGIN ST. THOMAS HEALTH UNIT
(hereinafter referred to as "the Employer")

And

CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as the "Union")

RE: FLEX-TIME

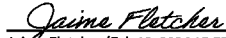
1. Flexible hours of work, or flex-time is a system designed to provide for the individual preference and work habits of employees while at the same time ensuring the efficient operation of the Employer's service. The Employer reserves the right to determine how requests are made to flex time. Requests will be subject to the Employer's approval. Although flex-time is normally requested by the employee, the Employer reserves the right to request an employee to flex the hours.
2. Hours are banked when employees intentionally request to work additional hours at straight time. The accrued flex-hours are to be taken at a time specified by the employee in the future and subject to Employer approval. For clarity, this differs from compensating time as defined in Article 20.02 as compensating time is accrued when the Employer requires the employee to perform the work.
3. An employee may accumulate up to a maximum of fourteen (14) flex-hours banked at any one time. The hours worked are banked at straight time; therefore, Article 20.02 in the Collective Agreement does not apply when an employee requests to bank hours.
4. Any banked hours must be utilized within the year that they are earned and the employee's banked hours will revert to zero on January 1st of each year.

Dated at _____, Ontario, this _____ day of _____, 2024.

FOR THE EMPLOYER:

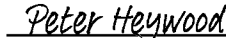


Cynthia St. John



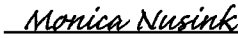
Jaime Fletcher (Feb 12, 2024 15:57 EST)

Jaime Fletcher



Peter Heywood (Feb 12, 2024 15:25 EST)

Peter Heywood



Monica Nusink (Feb 12, 2024 15:38 EST)

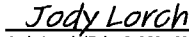
Monica Nusink



Derek McDonald (Feb 15, 2024 11:01 EST)


Derek McDonald

FOR THE UNION:



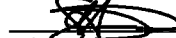
Jody Lorch (Feb 13, 2024 09:45 EST)

Jody Lorch



Colin Cook (Feb 13, 2024 19:08 EST)

Colin Cook



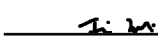
Susie Hamm (Feb 13, 2024 12:50 EST)

Susie Hamm



Mandy Patterson (Feb 18, 2024 10:04 EST)

Mandy Patterson



Tim Wilson (Feb 12, 2024 16:32 EST)

Tim Wilson

APPENDIX "A"

Salary Schedules - Effective Date - January 1, 2024

CUPE - Southwestern Public Health Effective January 1, 2024						
Classification	Date	Start	Level 1	Level 2	Level 3	Level 4
	2021	\$23.16	\$24.19	\$25.16	\$26.16	\$27.22
	2022	\$23.45	\$24.49	\$25.47	\$26.49	\$27.56
	2023	\$23.80	\$24.86	\$25.85	\$26.89	\$27.97
	2024	\$24.51	\$25.61	\$26.63	\$27.70	\$28.81
	2025	\$25.18	\$26.31	\$27.36	\$28.46	\$29.60
	2026	\$25.81	\$26.97	\$28.04	\$29.17	\$30.34
Tobacco Enforcement Officer *Market adjustment of \$1.50 per hour before general wage increase in 2024	2021	\$25.96	\$27.20	\$28.43	\$29.66	\$30.90
	2022	\$26.28	\$27.54	\$28.79	\$30.03	\$31.29
	2023	\$26.67	\$27.95	\$29.22	\$30.48	\$31.76
	*Adj.	\$28.17	\$29.45	\$30.72	\$31.98	\$33.26
	2024	\$29.02	\$30.33	\$31.64	\$32.94	\$34.26
	2025	\$29.82	\$31.16	\$32.51	\$33.85	\$35.20
2026	\$30.57	\$31.94	\$33.32	\$34.70	\$36.08	
Registered Dietitian	2021	\$35.89	\$37.11	\$38.34	\$39.56	\$40.78
	2022	\$36.34	\$37.57	\$38.82	\$40.05	\$41.30
	2023	\$36.89	\$38.13	\$39.40	\$40.65	\$41.92
	2024	\$38.00	\$39.27	\$40.58	\$41.87	\$43.18
	2025	\$39.05	\$40.35	\$41.70	\$43.02	\$44.37
	2026	\$40.03	\$41.36	\$42.74	\$44.10	\$45.48
Health Promoter	2021	\$34.99	\$36.18	\$37.38	\$38.57	\$39.76
	2022	\$35.43	\$36.63	\$37.85	\$39.04	\$40.26
	2023	\$35.96	\$37.18	\$38.42	\$39.63	\$40.86
	2024	\$37.04	\$38.30	\$39.57	\$40.82	\$42.09
	2025	\$38.06	\$39.35	\$40.66	\$41.94	\$43.25
	2026	\$39.01	\$40.33	\$41.68	\$42.99	\$44.33
Epidemiologist/ Public Health Planner	2021	\$39.88	\$41.78	\$43.67	\$45.57	\$47.47
	2022	\$40.38	\$42.30	\$44.22	\$46.14	\$48.06
	2023	\$40.99	\$42.94	\$44.88	\$46.83	\$48.78
	2024	\$42.22	\$44.22	\$46.23	\$48.23	\$50.24
	2025	\$43.38	\$45.44	\$47.50	\$49.56	\$51.62
	2026	\$44.46	\$46.58	\$48.69	\$50.80	\$52.91
Public Health Inspector	2021	\$38.19	\$39.93	\$41.26	\$43.42	\$44.70
	2022	\$38.67	\$40.44	\$41.78	\$43.96	\$45.26
	2023	\$39.25	\$41.05	\$42.41	\$44.62	\$45.94
	2024	\$40.43	\$42.28	\$43.68	\$45.96	\$47.32
	2025	\$41.54	\$43.44	\$44.88	\$47.22	\$48.62
	2026	\$42.58	\$44.53	\$46.00	\$48.40	\$49.84

Data Analyst	2021	\$28.03	\$29.21	\$30.42	\$31.69	\$33.01
	2022	\$28.38	\$29.58	\$30.81	\$32.09	\$33.42
	2023	\$28.81	\$30.02	\$31.27	\$32.57	\$33.92
	2024	\$29.67	\$30.92	\$32.21	\$33.55	\$34.94
	2025	\$30.49	\$31.77	\$33.10	\$34.47	\$35.90
	2026	\$31.25	\$32.56	\$33.93	\$35.33	\$36.80
Dental Hygienist	2021	\$35.72	\$36.81	\$37.88	\$38.92	\$40.03
	2022	\$36.17	\$37.27	\$38.36	\$39.42	\$40.53
	2023	\$36.71	\$37.83	\$38.94	\$40.01	\$41.14
	2024	\$37.81	\$38.96	\$40.11	\$41.21	\$42.37
	2025	\$38.85	\$40.03	\$41.21	\$42.34	\$43.54
	2026	\$39.82	\$41.03	\$42.24	\$43.40	\$44.63
Parent Resource Worker	2021	\$25.87	\$27.09	\$28.33	\$29.56	\$30.80
	2022	\$26.19	\$27.44	\$28.68	\$29.93	\$31.17
	2023	\$26.58	\$27.85	\$29.11	\$30.38	\$31.64
	2024	\$27.38	\$28.69	\$29.98	\$31.29	\$32.59
	2025	\$28.13	\$29.48	\$30.80	\$32.15	\$33.49
	2026	\$28.83	\$30.22	\$31.57	\$32.95	\$34.33
Dental Assistant *Market adjustment of \$1.50 per hour before general wage increase in 2024	2021	\$23.51	\$24.63	\$25.75	\$26.87	\$27.99
	2022	\$23.80	\$24.93	\$26.06	\$27.21	\$28.34
	2023	\$24.16	\$25.30	\$26.45	\$27.62	\$28.77
	*Adj.	\$25.66	\$26.80	\$27.95	\$29.12	\$30.27
	2024	\$26.43	\$27.60	\$28.79	\$29.99	\$31.18
	2025	\$27.16	\$28.36	\$29.58	\$30.81	\$32.04
	2026	\$27.84	\$29.07	\$30.32	\$31.58	\$32.84

APPENDIX "B"

SWPH Group Benefit Plan - Effective Date - January 1, 2024

LIFE INSURANCE	
LIFE INSURANCE	<i>LIFE INSURANCE</i>
Benefit amount	2 times annual earnings
Non-Evidence/Overall Maximum	\$185,000
Reduction	Reduce to \$2,000 at age 65
Benefit Termination	Earlier of retirement or age 70
LONG TERM DISABILITY	
LONG TERM DISABILITY	<i>LONG TERM DISABILITY</i>
Benefit Amount	75% of monthly earnings
Non-Evidence/Overall Maximum	\$6,000
Elimination Period	119 days
Taxability	Taxable
Maximum Benefit Period	To age 65
Definition of Disability	24 Months "Own Occupation" / "Any Occupation " Thereafter
Benefit Termination	Age 65
EXTENDED HEALTH CARE	
EXTENDED HEALTH CARE	<i>EXTENDED HEALTH CARE</i>
Deductible	Nil
Reimbursement	100%
Benefit Termination	Upon retirement
Vision Care	<p>\$450 once every 24 months per person for prescription eyeglasses, contact lenses or laser eye surgery.</p> <p>If during the 24 month period a prescribed lens change is required, the employer will pay up to an additional \$100 for employees and their dependents, but not more than once every 24 months (proof of new prescription required)</p>
Eye Examinations	\$125 per person every 24 months for eye exams
Hospital	Semi-Private hospital room
Private Duty Nursing	\$25,000 per calendar year

Drugs	100% for drugs that legally require a prescription, diabetic needles and syringes, and medically necessary injectable vitamins. Plan includes vaccines, smoking cessation oral drugs, fertility, and anti-obesity drugs (excluding B6/B12)
- Dispensing fee cap	\$10 per prescription
- Deductible	\$2.00 per prescription
- Generic drug substitution	Mandatory Generic substitution with adverse affect exception process
- Exclusions	Benefits do not include drugs for the treatment of erectile dysfunction and nicotine replacement products (such as patches, gum, lozenges, and inhalers).
Physiotherapist & Registered Massage Therapist	Physio \$750 per year. Massage \$750 per year
Speech Therapist, Osteopath, Podiatrist/Chiropodist, Naturopath, Psychologist (Social Worker, Master of Social Work)	\$500 maximum per paramedical per calendar year. \$800 per year for Psychological Services
Chiropractor	Maximum of \$300 per year
Custom Orthopedic Footwear	\$1200 one pair max every 24 months
Custom Made Orthotic Shoe Inserts	\$300 per year
Hearing Aids	\$500 every 5 years
Ambulance, Accidental Dental, Medical Equipment & Supplies	Covered
TRAVEL	TRAVEL
Benefit Maximum per Trip	\$1,000,000 per calendar year
Trip Duration	60 days
Referred Services	\$50,000 per calendar year
Benefit Termination	Upon retirement
DENTAL	DENTAL
Deductible	Nil

Benefit	Basic & Preventive - 100% Major Restorative - 50%
Maximum	Combined \$1800 per year for all services;
ODA Fee Schedule	Current
Recall Frequency	Once every 9 months
Benefit Termination	Upon retirement