

A G R E E M E N T

BETWEEN:

**THUNDER BAY DISTRICT HEALTH UNIT
(Hereinafter referred to as the "Employer")**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1759
(Hereinafter referred to as the "Union")**

TERM OF AGREEMENT: JANUARY 1, 2023 - DECEMBER 31, 2025

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TABLE OF CONTENTS

		<u>Page</u>
ARTICLE 1	PURPOSE	1
1.01	1
1.02	Land Acknowledgement	1
ARTICLE 2	DEFINITIONS	2
2.01	.....	2
2.02	.....	2
2.03	.....	2
2.04	.....	2
2.05	.....	2
2.06	Temporary Employee	2
2.06 (1)	.....	3
2.07	.....	3
2.08 (a)	.....	4
(b)	.....	4
(c)	.....	5
2.09	.....	5
2.10	.....	5
2.11	Non-Full-Time Employees	5
2.12	.....	5
ARTICLE 3	RECOGNITION	5
3.01	Bargaining Unit	5
3.02	No Other Agreements	7
ARTICLE 4	RELATIONSHIP	7
4.01	No Discrimination	7
4.02	Union Security	7
4.03	Deduction of Union Dues	7
4.04	.....	7
4.05	The Employer and the Union Shall Acquaint New Employees	8
4.06	Relationship	8
ARTICLE 5	MANAGEMENT RIGHTS	8
5.01	.....	8
5.02	.....	8
ARTICLE 6	NO STRIKE OR LOCKOUT	8
6.01	.....	8
6.02	.....	9
ARTICLE 7	STEWARDS AND UNION GRIEVANCE COMMITTEE	9

7.01	Recognition of Union Stewards and Grievance Committee	9
7.02	.....	9
7.03	Names of Stewards	9
7.04	Permission to Leave Work	10
7.05	Representative of Canadian Union of Public Employees	10
7.06	Correspondence	10
7.07	Labour-Management Committee	10
ARTICLE 8	GRIEVANCE PROCEDURE	10
8.01	Definition	10
8.02	Settling of Grievances	10
8.03	Presence of Grievor at Meetings	11
8.04	Grievance Forms	12
8.05	Time Limits	12
8.06	Witnesses	12
8.07	Facilities for Grievance Meeting	12
8.08	Mediation	12
ARTICLE 9	ARBITRATION	13
9.01	Submission to Arbitration	13
9.02	Failure to Submit to Arbitration	13
9.03	Provision for Single Arbitrator	13
9.04	Composition of Board of Arbitration	13
9.05	Failure to Request Minister of Labour to Appoint	14
9.06	Persons Directly Involved May Not Act as Arbitrator	14
9.07	Decision of the Board	14
9.08	Authority of Arbitration Board	14
9.09	Compensation of Arbitration Board	14
9.10	Place of Hearing	15
9.11	Discipline Grievance	15
9.12	Clarification of Decision	15
ARTICLE 10	UNION GRIEVANCE	15
10.01	.....	15
10.02	.....	16
10.03	.....	16
10.04	.....	16
10.05	.....	16
ARTICLE 11	DISCHARGE GRIEVANCES	16
11.01	Appeal Procedure	16
11.02	Settling of Discharge Grievance	17
11.03	Time Limits	17
ARTICLE 12	EMPLOYER'S GRIEVANCE	17

12.01	.....	17
12.02	.....	17
12.03	.....	17
ARTICLE 13	REPRIMANDS	18
13.01	.....	18
13.02	.....	18
13.03	.....	18
13.04	Personne File	18
ARTICLE 14	PROBATIONARY PERIOD AND SENIORITY	18
14.01	Seniority Defined	18
14.02	Seniority List	19
14.03	Probationary Period	19
14.04	Seniority Factors	19
14.05	Termination of Service	20
14.06	Notice of Termination	20
14.07	Promotion or Transfer to Position Outside of Bargaining unit	21
14.08	Layoff	21
14.09	Options for Laid Off Employees and Bumping	22
14.10	Recall	23
14.11	Notices	23
ARTICLE 15	PROMOTIONS AND STAFF CHANGES	24
15.01	Posting of Vacancies	24
15.02	Temporary Transfer	24
15.03	No Outside Advertising	24
15.04	Transfer at Instance of Employer	24
15.05	Transfer by Employer to Higher Classification	24
15.06	Transfer at Request of Employee	25
15.07	Trial Period	25
15.08	Notification to Employee and Union	26
15.09	.....	26
15.10	Training/Education	26
15.11	Training and Flexibility	26
15.12	Placement On Salary Scale	26
15.13	.....	26
ARTICLE 16	LEAVE OF ABSENCE	27
16.01	Provision for Leave of Absence	27
16.02 (a)	Employee shall Not Lose Seniority	27
(b)	.....	27
16.03	Bereavement Leave	28
16.04	Union Business	28
16.05	Pregnancy/Parental/Adoption Leave	28
16.06	Jury Duty	29

16.07	Compassionate Leave.....	29
ARTICLE 17	SICK LEAVE	30
17.01	.....	30
17.02	.....	30
17.03	Not Entitled to Sick Pay	30
17.04	Payment for Certificates	31
17.05	Modified Work	31
ARTICLE 18	HOURS OF WORK AND WORKING CONDITIONS	31
18.01	Work Week.....	31
18.02	Overtime.....	31
18.03	Altered Hours (PHI – hired after April 21, 2005)	32
18.04	Altered Hours (Land Development Officer)	32
18.05	Altered Hours (Special Clinics)	32
18.06	Altered Hours (Program Assistant – HBHC)	32
18.07	Time Off in Lieu	33
18.08	Call-Out	33
18.09	Stand-by-Pay	33
18.10	Flex Time	34
ARTICLE 19	PAID HOLIDAYS	34
19.01	List of Paid Holidays.....	34
19.02	Pay for Work on Paid Holidays	34
19.03	Compensation for Holidays Falling on Scheduled Day Off	34
19.04	Compensation for Paid Holidays Falling Within Vacation Schedule	35
19.05	Exceptions to Paid Holidays	35
ARTICLE 20	VACATIONS	35
20.01	Vacation Year	35
20.02	Length of Vacation	35
20.03	Vacation Entitlement for Term Employees	36
20.04	Vacation Pay	36
20.05	Vacation Schedules	36
20.06	Preference in Vacations	37
20.07	Unbroken Vacation Period	37
20.08	Vacation Pay on Termination	37
20.09	.....	37
ARTICLE 21	HEALTH AND WELFARE PROGRAMS	38
21.01	Hospital and Medical Insurance	38
21.02	Group Life Insurance	39
21.03	Pension Plan	40
21.04	.....	40

ARTICLE 22	BULLETIN BOARDS	40
22.01	.....	40
22.02	.....	40
ARTICLE 23	JOB CLASSIFICATIONS	41
23.01	No Elimination of Present Classification	41
23.02	.....	41
ARTICLE 24	MISCELLANEOUS	41
24.01	Casual Users of Automobiles.....	41
24.02	Permission to Hold Meetings.....	41
24.03	Safety Footwear/Uniforms.....	41
24.04	Restructuring/Organizational Change	42
24.05	Cell Phones.....	42
ARTICLE 25	SCHEDULES	42
25.01	Schedules Attached	42
ARTICLE 26	TERMINATION AND DURATION	42
26.01	Duration.....	42
26.02	Amendments.....	42
26.03	Retro-Activity.....	43
Signature Page	.....	43
LETTERS OF INTENT		
	MILEAGE	44
LETTER OF UNDERSTANDING		
	TOBACCO ENFORCEMENT OFFICER POSITIONS	46
	ON-CALL COMPENSATION	47
	ATTENDING TRAINING	50
	EMERGENCY MEASURES PROTOCOL	52
	AMALGAMATION/REGIONALIZATION/MERGER	53
	LIABILITY INSURANCE	54
	JHSC	55
	YOUTH ENGAGEMENT FACILITATOR	56
	HEALTH PROMOTER POSITION	58
	UNION CONSULTATION BEFORE POSTING NEW POSITIONS	60
	CHILDREN'S VISUAL HEALTH PROGRAM FACILITATOR	61
	OUTREACH WORKER HARM REDUCTION	64
	ARTICLE 3.01- BARGAINING UNIT	67
	SHOES	68
	CASUAL RPN'S AND PROGRAM ASSISTANTS	70

	ACCOM. OF SPIRITUAL/CULTURAL OBSERVANCES	71
A.01	Certificates.....	72
A.02	.....	72
A.03	.....	72
SCHEDULE "A"	CLASSIFICATION AND SALARY SCALES	73
January 1, 2023	Annual Rates/Hourly Rates.....	73
January 1, 2024	Annual Rates/Hourly Rates.....	74
January 1, 2025	Annual Rates/Hourly Rates.....	75
Annual Increments	Language.....	76

AGREEMENT:

Between:

THUNDER BAY DISTRICT HEALTH UNIT
of the City of Thunder Bay in the
District of Thunder Bay
(hereinafter referred to as the "Employer")

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1759
(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 – PURPOSE

1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of fairly and peacefully adjusting any disputes which may arise between the Employer and its employees and to recognize the value of joint discussion. It is recognized that both the employees and the Employer wish to continue to cooperate to provide the best possible programs and services to the community.

1.02 **Land Acknowledgement**

The Thunder Bay District Health Unit is situated on the traditional lands of the Anishnaabe within the Robinson Superior Treaty, Treaty 9, and Treaty 3 areas. CUPE Local 1759 and the Thunder Bay District Health Unit are committed to truth and reconciliation and striving through our work and partnerships to respect and honour Indigenous Peoples who have cared for the land since time immemorial.

ARTICLE 2 – DEFINITIONS

- 2.01 The word "employee" or "employees" wherever used in this agreement shall mean only an employee or employees in the bargaining unit as described in Article 3, who have completed six (6) months or longer continuous employment except where the context otherwise provides.
- (a) Regular Full-Time Employees
A Regular full-time employee is one who is regularly scheduled to work thirty-five (35) hours per week, as per Article 18.01
- 2.02 "Chief Executive Officer" shall mean the Chief Executive Officer of the Thunder Bay District Health Unit.
- 2.03 "Arbitration Board" shall mean a three person Board of Arbitration as herein provided or a single arbitrator selected by the Employer and the Union.
- 2.04 Wherever any personal pronoun is used in this Agreement, it includes all gender pronouns, where the context so requires. Whenever the singular is used, it shall mean and include the plural and vice versa where the context so requires.
- (a) All references to "spouse" in the Collective Agreement shall include common-law and/or same sex partner, subject to the terms of the applicable pension and benefit plans.
- 2.05 "Term Employee" wherever used in this Agreement shall mean only an employee in the bargaining unit as described in Article 3 who has completed his probationary period and who is employed for a period of time coinciding with the school year.
- 2.06 Temporary Employee
Temporary Employee refers to an employee who is hired to fill a temporary position for a specified term greater than thirty (30) calendar days but not exceeding twelve (12) months duration. When an employee requests an extension of a maternity/parental leave beyond twelve (12) months, or when an employee is hired to fill a vacancy due to an employee being off on sick leave, the term may be extended upon consultation with the union. A Temporary Employee will have no seniority and will not accrue service. The release or discharge of a Temporary Employee will not be the subject of a grievance. A Temporary Employee will receive the regular rate of pay applicable to the position she/he is filling. The Employer will notify the Union of the circumstances giving rise to a temporary vacancy. The Employer will endeavor to notify the Temporary Employee and the Union in writing or via work email at least

three (3) weeks in advance, prior to the contract end date, as to whether or not the Temporary Employee's contact has been extended.

Any Temporary employee who is hired into a term or regular (full-time or part-time) position in the bargaining unit shall upon successful completion of the probationary period in such position have their temporary continuous service recognized when establishing their seniority date.

- 2.06 (1) Temporary Employees who have been employed for more than twelve (12) consecutive months at the time of a posted vacancy have the opportunity to apply for any internal postings, and shall be considered if qualified, prior to external applicants. Job promotion decisions involving such Temporary Employees will not be subject to the grievance or arbitration provisions of the Collective Agreement, except in the case of a grievance alleging a violation of the Ontario Human Rights Code.

In the event such a temporary employee applies for an internal posting and it appears to the Employer, based on her application, that she may be qualified for the position, the following principles will apply:

- (a) Regular full-time and regular part-time applicants will be considered first for the position.
- (b) In the event a regular full-time or part-time employee is not awarded the position, such temporary employee applicants will be considered for the position, and, if determined by the Employer to be qualified for the position at the end of the selection process, will be awarded the position.
- (c) In determining whether such temporary employee is qualified for the position (or in deciding between two such temporary employees), the Employer will apply the factors and principles set out in Article 14.04 of the Collective Agreement.
- (d) The Employer will not consider external candidates as per article 2.06(1) until it has determined that there are not full-time, part-time or such temporary employee applicants qualified for the position. Such temporary employees will NOT be considered together with external applicants.

- 2.06 (2) Temporary Employees who have been employed for less than twelve consecutive months at the time of a posted vacancy will be considered external candidates when applying for posted vacancies.

- 2.07 Regular Part-Time Employee shall mean an employee who is regularly employed for not more than twenty-four (24) hours per week. A regular part-time employee may work full-time hours if he is:
- (1) assigned additional hours of work on a temporary basis due to

specific project funding, or departmental workload, or

- (2) replacing a full-time or regular term employee who is absent due to sick leave, pregnancy and parental leave, workplace injury or illness or on an approved leave of absence and in such case, he will retain his part-time status during such temporary replacement for all purposes under this Agreement.

- 2.08 (a) The following provisions of the Collective Agreement do not apply to Temporary Employees:

Article 14	(Probationary Period and Seniority)
Article 15	(Promotions and Staff Changes)
Article 16	(Other than 16.01 Leave of Absence)
Article 17	(Sick Leave)
Article 19	(Paid Holidays)
Article 20	(Vacations)
Article 21.01	(Hospital and Medical Insurance)
Article 21.02	(Group Life Insurance)
Article 21.04	(Unnamed)

- (b) The following provisions of the Collective Agreement do not apply to Regular Part-Time employees:

Article 16.07	(Compassionate Leave)
Article 17	(Sick Leave)
Article 18.01	(Work Week)
Article 18.03	(Altered Hours PHI)
Article 18.04	(Altered Hours Land Development Officer)
Article 18.05	(Altered Hours Special Clinics)
Article 18.06	(Altered Hours Program Assistant-HBHC)
Article 18.08	(Call-Out)
Article 18.09 (b)	(Stand-by Pay)
Article 19	(Paid Holidays)
Article 20	(Vacations)
Article 21.01	(Hospital and Medical Insurance)
Article 21.02	(Group Life Insurance)
Article 21.04	(Unnamed)

Part-time and Temporary Employees vacation and paid holiday entitlements will be governed by the Employment Standards Act as amended.

Part-time vacation will move up to 6% after 6,720 hours worked which is the equivalent of 4 FTE years worked.

Part-time vacation will move up to 8% after 16,800 hours worked which is the equivalent of 10 FTE years worked.

(c) Temporary Employees in Regular Part-Time positions shall be governed by paragraph (b) above.

2.09 Temporary and Regular Part-Time Employees who do not elect to participate in OMERS will receive \$1.50 in lieu of benefits.

2.10 Worksite

Worksite shall be defined as any community in which the employer has a regularly staffed office. At the time of the execution of this collective agreement the employer has the following worksites:

- | | |
|-------------|-----------|
| Thunder Bay | Geraldton |
| Marathon | Red Rock |
| Terrace Bay | |

2.11 Non-Full-Time Employees (For the purpose of Article 21.03 – Pension Plan)

“Non-Full-Time Employees” or “NFT Employees” shall mean:

Those employees who work less hours than a regular work week within the meaning of Article 18.01; OR

Those employees who work a full work week within the meaning of Article 18.01 but less than 12 full months per year; OR

Temporary Employees within the meaning of Article 2.06; OR

Those employees who are hired on as students to only work not more than four (4) months only during the summer period (May 1st to September 30th).

2.12 “Human Resources Representative” shall mean the Human Resources Manager or a Human Resources Generalist.

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all the employees of the Thunder Bay District Health Unit, save and except the:

Chief Executive Officer
 Medical Officer of Health
 Associate Medical Officer of Health
 Director of Health Protection
 Director of Health Promotion
 Communication Disorders Assistant
 Director Administrative Resources (Business Administrator)
 Speech Pathologist
 Speech Language Pathology/Audiology Coordinator
 Senior Speech Pathologist
 Audiologist
 Clinical Coordinator
 Epidemiologist
 Senior Finance Officer
 Finance Officer
 Payroll and Benefits Analyst
 Executive Assistant
 Communications Officer
 Information Technology Coordinator
 Human Resources Assistant
 Human Resources Officer
 Youth Specialist
 Education Officer
 Dietitian
 Librarian
 Nutritionist
 Health Promotion Planner
 Registered and Graduated Nurses
 Outreach Worker/Coordinator "The Exchange"
 Outreach Worker
 Information Systems Assistant
 Network and Application Analyst
 Network Analyst
 Administrative Assistant
 Fair Start Program Facilitator
 Lay Home Visitor
 Coordinator, Facilities and Fleet
 Program Evaluator
 Coordinator, Communications and New Media
 Healthy Relationships Project Coordinator
 Healthy Kids Project Coordinator
 Persons engaged in field training towards certification in environmental health, or on work placement while completing a degree in environmental health.
 Supervisors and persons above the rank of Supervisor. "Supervisors" shall include but not be limited to Directors, Managers and Coordinators.

Summer students employed for not more than four (4) months.

Temporary Employees hired to fill a position for a specified term of thirty (30) calendar days or less.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.

ARTICLE 4 - RELATIONSHIP

4.01 No Discrimination

Each of the parties hereto agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised upon any employee or representative of the Employer by reason expressly prohibited under the Ontario Human Rights Code or on account of membership or non-membership in any trade union.

4.02 Union Security

As a condition of employment, all employees shall become members of the Union upon their first day of hire with the Health Unit (with the exception of those Employees and conditions outlined in Article 3.01) in accordance with the Constitution and By-laws of the Union.

4.03 Deduction of Union Dues

Amounts equivalent to regular monthly Union dues and levies, established by the Union in accordance with its Constitution and By-laws, will be deducted from the earnings of all employees as of date of hire, whether or not they sign applications for membership in the Union.

4.04 The Employer shall remit the dues deductions or the equivalent thereof so deducted, once each month, to the National Secretary-Treasurer of the Union. The remittance shall be accompanied by a list of the bargaining unit member names, classification and dues deducted. The Union shall hold the Employer harmless with respect to all dues or the equivalent thereof so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deductions.

(a) When Income Tax T-4 slips are prepared, the Employer will type on each slip, the total amount of regular Union dues deducted during the previous

year from the employee's wages pursuant to this Article.

4.05 The Employer and the Union Shall Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and to introduce the new employee to the Union Steward or representative within two weeks of employment, who will provide him with a copy of the collective agreement. The Union Steward or designate shall be permitted to meet with the new employee for up to thirty (30) minutes within regular working hours, without loss of pay to either employee to acquaint the employee with the collective agreement at a time approved by the Employer.

4.06 Negotiation Committee

For purposes of negotiations, the Employer agrees that the Collective Bargaining Committee representatives shall suffer no reduction in regular earnings as result of negotiating meetings with the Employer occurring during regular office hours occurring up to the time either party applies for conciliation but not thereafter.

The Union agrees that the Employer is not obligated to pay Collective Bargaining Committee members for time spent during regular office hours in Collective Bargaining Committee meetings held either before or after negotiation meetings with the Employer.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The right to hire, promote, classify, layoff, recall, demote, transfer, discharge or discipline for just cause, to maintain order, discipline and efficiency and to establish and enforce rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement.

5.02 All matters not specifically referred to in this Agreement shall be reserved to the Employer and be its exclusive responsibility.

ARTICLE 6 - NO STRIKE OR LOCKOUT

6.01 The parties agree that:

- (a) There will be no strike or other collective action for the term of this agreement by the employees represented by the Union, and if such action should be taken by the employees the Union will instruct the said

employees to return to work immediately and perform their usual duties forthwith and to resort to the grievance procedure established herein for the settlement of any complaint or grievance and should there be a violation of this section, there shall be no discussion or negotiation of the matter in dispute between the Employer and the Union until normal work has been resumed;

(b) The Employer will not lockout any employees for the term of this agreement.

6.02 The terms "strike" and "lockout" shall bear the meanings given them in the Labour Relations Act, 1995, R.S.O.c,1, Sched. A as amended.

ARTICLE 7 - STEWARDS AND UNION GRIEVANCE COMMITTEE

7.01 Recognition of Union Stewards and Grievance Committee

The Employer will recognize a Union Grievance Committee (hereinafter referred to as the "Committee") consisting of not more than four (4) stewards, (not more than two (2) of whom may be employed in the same department or program of the Health Unit). Such stewards shall be elected by the employees of Thunder Bay District Health Unit who are members of the Union, and each steward shall be an employee of the Employer who has completed his probationary period.

One of the stewards shall be elected by the said employees as the Chief Steward, who may be the principal spokesman for the Union Grievance Committee composed of the four stewards.

7.02 The Employer undertakes to deal with the said Union Grievance Committee with respect to differences between the Union and the Employer and grievances of an employee(s) which may properly arise hereunder from time to time during the term of this agreement.

7.03 Names of Stewards

The Union will notify the Employer in writing of the names of the stewards from time to time, and the Employer will not be required to recognize the stewards or Union Grievance Committee until it has been notified in writing by the Union of the names of the employees elected.

The Employer will, if requested, supply the Union with an Organizational Chart demonstrating the lines of authority and responsibility within the Health Unit.

7.04 Permission to Leave Work

The Union acknowledges that the stewards will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their regular duties without first obtaining permission from their supervisor with as much advanced notice as is reasonably possible and on resuming regular duties they will report to their respective supervisors.

7.05 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

7.06 Correspondence

Correspondence between the Parties shall pass to and from a Human Resources Representative or designate and the President of the Union or designate.

7.07 Labour - Management Committee

A Labour - Management Committee consisting of three (3) representatives of Canadian Union of Public Employees Local 1759 and three (3) representatives of the Employer shall meet once every three months upon the request of either party. The party requesting the meeting shall provide to the other party a written agenda at least one (1) week prior to the date of the meeting and shall not include matters that are properly the subject of the grievance or arbitration procedures or negotiations for the amendment or renewal of this agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition

A grievance is defined as any difference between the Employer and an employee or group of employees having completed his or their probationary period as to the interpretation, application, administration or alleged violation of the provisions of the Collective Agreement.

8.02 Settling of Complaint and Grievances

An employee having a complaint or one designated member of a group having a complaint shall within five (5) working days after the occurrence of the circumstances giving rise to the complaint, either alone or accompanied

by the Steward, first take the complaint up with his Supervisor or his designate who will attempt to adjust it.

Step 1

If the complaint is not adjusted by the Supervisor or his designate, it shall be reduced to writing as a grievance and signed by the employee involved, and two copies of such grievance shall be given to the Supervisor within five (5) working days of the time it was first taken up with the Supervisor.

The Supervisor or his designate shall give his reply in writing to the employee not later than five (5) working days following the receipt by the Supervisor or his designate of the written grievance.

Step 2

If a settlement satisfactory to the employee or to the designated member of a group having a grievance is not reached in Step 1, the written grievance may be taken by the employee alone or with a steward within five (5) working days thereafter to a Human Resources Representative or designate. The steward will be given an opportunity to discuss the grievance with a Human Resources Representative or designate with or without the employee concerned being present.

A Human Resources Representative or designate shall render a decision in writing to the employee or to such steward not later than five (5) working days following the presentation of the written grievance to the said Human Resources Representative or designate.

Step 3

If the written decision of a Human Resources Representative or designate is not satisfactory to the employee or the designated member of a group having a grievance, the Committee with the consent of the employee may refer the written grievance to the Chief Executive Officer, or designate, within five (5) working days following the receipt of the reply of the Human Resources Representative or designate. The employee, or the Committee, with his consent, or the Chief Executive Officer, or designate may request a meeting which shall be held within five (5) working days after such request. Chief Executive Officer, or designate shall render his decision in writing to the employee and the Committee not later than five (5) working days following the presentation to him of the written grievance.

8.03

Presence of Grievor at Meetings

Either the Employer or the Union may require that the employee or a

member of the group of employees involved in the grievance being appealed shall be present at such meeting.

8.04 Grievance Forms

All grievance forms shall contain only one grievance. A written grievance shall contain a clear and concise statement concerning the alleged grievance, including the specific articles of the collective agreement alleged to have been violated, the persons involved, the date on which the alleged grievance occurred, and the relief sought if practicable.

8.05 Time Limits

Time limits set out in Articles 8, 9, 10 and 11 shall be computed by excluding Saturday, Sunday, paid holidays and employee's regular days off. Failure of an employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire. Failure of the Employer to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding step, provided he presents the grievance at this next step within five (5) working days after the expiration of the said time limit. Any agreement as to an extension of time limits will be valid only if agreed to in writing by the Human Resources Manager or their designate and the Union. Time limit extensions will not be unreasonably denied.

8.06 Witnesses

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator or Board of Arbitration to have access to any part of the Health Unit to view any working conditions which may be relevant to the settlement of the grievance.

Employee(s) required to attend arbitration hearings shall be granted leave of absence without pay provided the employer is given at least 7 days notice of the application for leave of absence without pay.

8.07 Facilities for Grievance Meeting

The Employer shall supply the necessary facilities for the grievance meetings.

8.08 Mediation

The parties may agree at any stage of the grievance or arbitration procedure to submit a grievance to a mediator (jointly selected), and may agree to the

extension or wavier of any applicable time limits to do so. The parties will share equally the fees and expenses, if any, of the Mediator.

ARTICLE 9 - ARBITRATION

9.01 Submission to Arbitration

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within twenty (20) working days following receipt of the answer from the Chief Executive Officer, or designate notify the Employer in writing of its desire to submit the difference or allegation to arbitration, accompanied by the written consent of the employee or the designated member of a group having a grievance.

9.02 Failure to Submit to Arbitration

If the grievance is not referred to arbitration within the said twenty (20) working day period, the grievance will be conclusively deemed to have been finally abandoned. Any agreement as to an extension of time limits will be valid only if signed by the Human Resources Manager or her designate and the Union. Time limit extensions will not be unreasonably denied.

9.03 Provision for Single Arbitrator

The Union and the Employer may agree upon a single arbitrator to hear the matter, and for this purpose will exchange nominations.

9.04 Composition of Board of Arbitration

Failing agreement between the Union and the Employer within thirty (30) working days as to the arbitrator to be appointed, the matter may be referred within five (5) working days thereafter to a Board of Arbitration composed of three members, and either the Union or the Employer may inform the other party in writing of its desire to submit the matter to arbitration by a three-person board, and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within five (5) working days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be chairman. If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies.

9.05 Failure to Request Minister of Labour to Appoint

If within thirty (30) days after notice in writing to submit the difference or allegation to arbitration has been given, neither party has requested the Minister of Labour to fill the vacancies, the grievance shall be deemed to have been abandoned. Any agreement as to an extension of time limits will be valid only if signed by the Human Resources Manager or her designate and the Union. Time limit extensions will not be unreasonably denied.

9.06 Persons Directly Involved May Not Act as Arbitrator

No person may act as an Arbitrator who is a member of the Union or an employee or solicitor or agent of either the Union or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

9.07 Decision of the Board

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman shall govern. The decision shall be discussed by the Arbitration Board with all members of the Board present before it is rendered to the parties involved.

9.08 Authority of Arbitration Board

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this agreement and may only interpret and apply this agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this agreement, nor to give any decision inconsistent with it, nor shall any practices or customs become binding unless they are acknowledged in writing between the Human Resources Manager and the Union.

9.09 Compensation of Arbitration Board

The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the Chairperson of the Arbitration Board or of a single arbitrator.

9.10 Place of Hearing

Arbitrations shall be heard at Thunder Bay, Ontario or at such other places as may be agreed upon by the Union and the Employer.

9.11 Discipline Grievance

If a discipline grievance (as distinct from a discharge grievance) goes to Arbitration, the Board of Arbitration may:

- (a) Confirm the Employer's action;
- (b) Reverse the Employer's action; or
- (c) Modify the Employer's action in a manner which is deemed to be just and equitable in the opinion of the majority of the Board of Arbitration or of the Chairman of the Board of Arbitration in the absence of a majority decision.

9.12 Clarification of Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decisions.

ARTICLE 10 - UNION GRIEVANCE

10.01 The Union Grievance Committee may file a written grievance that the Employer is in violation of the Collective Agreement with respect to a matter arising directly between the Union and the Employer (being specific as to the Articles of the Collective Agreement alleged to have been violated and as to the relief sought) and may require a meeting with the Human Resources Manager or designate (at which a staff member of the Union may be present) within five (5) working days from the date of filing the grievance with the Human Resources Manager or designate.

It is expressly understood, however, that a Union grievance may not be used with respect to a grievance directly affecting an employee (or group of employees) which said employee(s) could himself (themselves) institute, and the regular grievance procedure shall not be thereby bypassed. Such grievance shall commence at Step 2.

Such grievance must be filed within five (5) working days from the date the cause of the grievance occurs or within five (5) working days from the time the Union should have known of the occurrence of the event on which the

grievance is based. Time limits shall be computed by excluding Saturdays, Sundays and paid holidays listed in this Agreement.

- 10.02 If the grievance is not settled to the satisfaction of the Union Grievance Committee during the meeting with the Human Resources Manager or designate, the Human Resources Manager or designate will within five (5) working days after the meeting give a written reply to the grievance to the Union.
- 10.03 If the written reply has not settled the grievance to the satisfaction of the Union or if a written reply is not received by the Union within five (5) working days after the meeting with the Human Resources Manager or designate, the Union may refer the written grievance to the Chief Executive Officer, or designate. The Union or the Chief Executive Officer, or designate may request a meeting which shall be held within five (5) working days after such request. The Chief Executive Officer, or designate shall render his decision in writing to the Union not later than five (5) working days following the presentation to him of the written grievance.
- 10.04 If the written reply has not settled the grievance to the satisfaction of the Union or if a written reply is not received by the Union within five (5) working days after the meeting with the Chief Executive Officer, or designate, the Union may within ten (10) working days after the receipt of the reply or within twenty (20) working days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 9 of this Agreement without the consent of any employee.
- 10.05 Unless otherwise agreed to in writing, the Union shall comply with the time limits set out in this clause respecting any such grievance or the grievance will be deemed to have been abandoned.

ARTICLE 11 - DISCHARGE GRIEVANCES

11.01 Appeal Procedure

If an employee who has completed his probationary period believes he has been discharged without just cause, he may file a written grievance with the Human Resources Manager within five (5) working days after he has been given notice of discharge. Step 1 of the grievance procedure shall be omitted in that case. The discharge of a temporary or probationary employee is within the exclusive discretion of the Employer and, accordingly, the discharge of a temporary or probationary employee shall not be the subject of a grievance.

11.02 Settling of Discharge Grievance

A discharge grievance may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

11.03 Time Limits

Failure of the employee or the Union to meet the time limits referred to in Articles 9 and 10 in processing the grievance up to the hearing by the Board of Arbitration will cause the grievance to expire. Any agreement as to an extension of time limits will be valid only if signed by the Human Resources Manager or her designate and the Union. Time limit extensions will not be unreasonably denied.

ARTICLE 12 - EMPLOYER'S GRIEVANCE

12.01 It is understood that the Employer may bring forward at any meeting held with the Union Grievance Committee any complaint with respect to the conduct of the Union, its officers or committee members or a member, which may affect the Employer, and that if such complaint is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and reduced to writing, and the written grievance sent to the President of the Union or to his designated representative.

12.02 If such complaint is not settled to the satisfaction of the Employer, the President of the Union or his designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Employer give a reply in writing to the Employer. If the written reply has not settled the grievance to the satisfaction of the Employer or if no written reply is received by the Employer within ten (10) days after the mailing or delivery of the written grievance to the President of the Union or his designated representative, the Employer may within ten (10) days after receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 11 of this agreement.

12.03 Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been finally abandoned.

ARTICLE 13 - REPRIMANDS

- 13.01 Whenever the Employer delivers a written reprimand to an employee, the Employer shall, if the employee is agreeable, send a copy of the written reprimand to the President or designate of the Union within five (5) working days.
- 13.02 A written reprimand shall include particulars of the work performance alleged to be unsatisfactory. If the employee replies to the reprimand in writing, the reply shall become part of his record.
- 13.03 The Employer agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than two (2) years prior to the date of matters under consideration, except in circumstances where disciplinary action has occurred within the two (2) year period.
- 13.04 Personnel File
- (a) The recognized personnel file of an employee shall be located in the Human Resources Department. In order to ensure and maintain the confidential aspect of these files, they shall be kept by the Manager of this Department in a secure location.
 - (b) An employee has the right to examine his/her personnel file and copy any part thereof upon request provided a duly authorized representative of the Employer is present.
 - (c) A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with such employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add his views to such evaluation prior to it being placed in his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.
 - (d) The employee shall have the right to respond in writing to any comment contained in his/her personnel file. Any such response made within one month of the date of entry of the comment to which the response pertains shall be placed in the employee's personnel file.

ARTICLE 14 - PROBATIONARY PERIOD AND SENIORITY14.01 Seniority Defined

Seniority for Full-Time Employees is defined as the length of service with the

Employer and its predecessors in the bargaining unit since last date of hire measured in years, months and days (where date of hire is the same, seniority will be determined by the date of application is received in Human Resources, then the last name in alphabetical order) and in hours for Regular Part-time Employees.

- (a) Regular Part-time Employees will accumulate seniority on the basis of one (1) Year's Seniority for each on thousand eight hundred and twenty (1820) hours worked in the bargaining unit from the last date of hire.
- (b) No Employee shall accumulate more than one (1) year's seniority in any year. Such year shall be determined by an employee's date of hire.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's last period of continuous service commenced and the employee's classification. An up-to-date seniority list shall be sent to the Union and posted on the bulletin boards in January and July of each year.

No objection may be taken or any grievance filed by the Union or by any employee to a seniority list, unless written notice of the objection is given to the Employer within forty-five (45) days of the posting of the seniority list in which the item first appeared.

14.03 Probationary Period

New employees of the Employer other than temporary employees shall be considered probationary employees until they have completed six (6) months of active, working and continuous service with the Employer from the last date of the hiring.

Probationary employees shall be entitled to all the rights and privileges of this Agreement except recourse to the grievance procedure. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. An employee shall be required to serve one probationary period per period of continuous and unbroken service.

14.04 Seniority Factors

The Employer and the Union agree that in the cases of transfers and promotions (other than promotions to positions outside of the bargaining unit) and demotions, the following factors shall be considered:

- (a) required qualifications, skill and relevant experience;

(b) seniority

However, having regard to the fact that the employees are assisting in the operation of a health unit, the Union agrees that the qualifications in factor (a) must govern, and only where such qualifications of the employees involved are relatively equal, will factor (b) govern.

Having in mind the importance of operating the Health Unit for the utmost benefit of the public, the Employer shall be the sole judge of the qualifications in factor (a), provided however, the Employer shall not exercise its discretion in an arbitrary, capricious, or discriminatory manner.

14.05 Termination of Service

Continuity of service shall be considered broken and employment terminated when:

- (a) an employee quits or is discharged (and the discharge is not reversed through the grievance or arbitration procedure).
- (b) an employee unjustifiably fails to report to work at the termination of a leave of absence or within one week after being recalled to work.
- (c) an employee is absent for more than eighteen (18) months because of lay-off or because of sickness or both. These time limits may be extended by written agreement between the Employer and the employee.
- (d) an employee is absent from work without providing a reason satisfactory to the Employer or without the consent of the Employer.
- (e) An employee utilizes a leave of absence for purposes other than for which the leave was granted;
- (f) An employee is employed elsewhere while on an approved leave of absence from the employer without first obtaining written consent from the Employer.

14.06 Notice of Termination

Except in case of dismissal for cause or of termination during the probationary period, the Employer may terminate the employment of an employee on giving notice in writing to the employee as follows:

- (a) Four (4) weeks notice if his period of employment is less than five (5) years.

- (b) Five (5) weeks notice if his period of employment is five (5) years or more but less than six (6) years.
- (c) Six (6) weeks notice if his period of employment is six (6) years or more but less than seven (7) years.
- (d) Eight (8) weeks notice if his period of employment is eight (8) years or more.

Provided however, that the employment of a person may be terminated forthwith where the Employer gives the employee notice in writing to that effect and pays the employee an amount equal to the wages to which the employee would have been entitled for work that would have been performed by him at the regular rate for a normal non-overtime work week for the period of notice set out above.

The Parties acknowledge that any notice served or paid under this article contributes toward any obligation of the Employer to pay the employee termination pay or notice of termination within the meaning of the *Employment Standards Act, 2000*, if applicable.

14.07 Promotion or Transfer to Position Outside of Bargaining Unit

An employee promoted or transferred to a position outside of the bargaining unit will retain his seniority held at the time of such promotion or transfer for a period of six (6) months from the date of the promotion or transfer and may exercise his seniority rights in the event of his demotion or re-transfer to a position in the bargaining unit within such six (6) month period.

14.08 Lay-off

- (a) Layoff shall mean a cessation of work or reduction in hours to meet the staffing requirements of the Employer.
- (b) For the purpose of this Article, classification shall mean the position as defined in Schedule "A" to this agreement.
- (c) When the Employer determines that layoffs are to occur, the Employer and the Union shall meet to discuss potential layoffs, the implications of those layoffs for employees, possible alternatives to layoff, and opportunities to minimize the effect of layoffs for employees and the Employer.
- (d) The Employer will endeavour to provide the Union and affected employee(s) with (12) weeks' notice of a proposed lay-off, if reasonably possible. The Employer will, in any event, provide the Union and affected employee(s) with a minimum of four (4) weeks notice or pay in lieu thereof.

The Parties acknowledge that any notice served under this article contributes toward any obligation of the Employer to pay the employee termination pay or notice of termination within the meaning of the *Employment Standards Act, 2000*, if applicable.

- (e) In the event of lay-off, the parties agree that employees shall be laid off in reverse order of seniority from amongst the Employees in the classification(s) identified for layoffs, providing that the remaining employees have the qualifications, ability and skill to perform the work without training other than normal familiarization.
- (f) Laid off employees on the recall list will be given preference for any temporary bargaining unit vacancies provided the employee has the qualifications, ability and skill to perform the work without training other than normal familiarization. Normal familiarization will be defined as that familiarization regularly afforded a newly hired qualified employee.
- (g) A laid off employee shall elect in writing whether they are accepting the layoff or exercising other rights under this Agreement, within five (5) working days of receipt of written notice of layoff.
- (h) Notices to the originally affected employee and the Union shall be deemed notice to any consequently affected employee and the Union for any consequent layoff.

14.09 Options for Laid Off Employees and Bumping

- (a) An employee who has been laid off may:
 - i. Accept the layoff and retain his right of recall.
 - ii. Accept a transfer to a posted vacancy, for which the employee has the qualifications, ability, and skill to perform without training other than normal familiarization.
 - iii. If there is no available vacant posting, the employee may displace an employee, with less seniority, within the same or a lower classification, whose work the laid off employee has the qualifications, ability and skill to perform without training other than familiarization.
 - iv. Opt to resign and receive applicable entitlements in accordance with the Employment Standards Act.
- (b) In the event a laid off employee should elect to displace another employee in a worksite other than the worksite from which the laid off employee was laid off, the laid off employee shall be responsible for payment of all moving

and or relocation costs.

- (c) Where an employee displaces into a lower classification, the pay rate for the employee will be the rate of the lower classification.
- (d) No employee may displace an employee with greater seniority.
- (e) The Employer will pay benefits during layoff as required by the Employment Standards Act.

14.10 Recall

- (a) Employees shall be recalled to the same or similar position or to a position in the same or lower classification, in order of seniority provided that the recalled employee has the qualifications, ability and skill to perform the work without training other than normal familiarization. If there are no positions in the employee's original worksite, the employee may accept recall to a position at another worksite.
- (b) Employees shall be given notice of recall by registered mail, or courier/commercial messenger service to the last place of residence on record with the Employer. It is the employee's responsibility to keep the Employer informed of the correct mailing address.
- (c) Employees shall retain recall rights for a period of eighteen (18) months from the date of layoff.
- (d) A laid off employee must accept a recall to the same or similar position at the worksite from which the employee was laid off, otherwise the employee will be deemed terminated.
- (e) No new employees shall be hired until those employees on lay-off have been given the opportunity for recall.

14.11 Notices

Any notice to any employee under this Agreement may be given personally (either directly or by telephone), by work email or by prepaid registered post addressed to the employee at his last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the postal authorities.

Any notice given personally to the employee must be confirmed by prepaid registered post addressed to the employee at his last address shown on the payroll of the Employer.

Any written notice to the Union may be given by delivery by hand or by facsimile transmission or by prepaid registered post addressed to the Union at the last address furnished in writing by the Union to the Employer.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Posting of Vacancies

All new positions and vacancies in existing positions within the bargaining unit shall be posted on bulletin boards and electronically for a minimum of five (5) working days. Employees will be allowed to make written application during that period for the position to the Human Resources Manager.

The job posting shall be open to all bargaining unit members in accordance with the provisions of this agreement and shall contain the following information: Nature of position, minimum qualifications, required knowledge and education, skills, wage rate or range, hours of work, and location.

15.02 Temporary Transfer

Any employee may be transferred from one classification to another classification carrying a rate in a higher range for a period or periods not exceeding five (5) days in any contract year without changing his rate of pay. Such transfers shall be called "temporary transfers" and shall not be affected by the succeeding provisions of this Article.

15.03 No Outside Advertising

Positions may be posted internally and externally simultaneously, in the Employer's discretion, however, in such cases internal applicants with the required qualifications will be interviewed first prior to any external candidates being considered.

15.04 Transfer at Instance of Employer

If at the instance of the Employer an employee is temporarily transferred to another classification carrying a rate in a lower range, the employee shall not suffer thereby a reduction in rate of pay.

15.05 Transfer by Employer to Higher Classification

If at the instance of the Employer an employee is transferred to another classification carrying a rate in a higher range, the employee shall not suffer thereby a reduction in rate of pay but shall progress within the scale for that classification according to the length of service within that classification,

subsequent to the date of transfer.

15.06 Transfers at Request of Employee

If an employee at his own request or to avoid being laid off is transferred to another classification, carrying a rate in a lower range the employee shall maintain his placement on the pay scale for classification into which he is transferred and shall progress within the scale for that classification according to the length of service within the classification subsequent to the date of the transfer (e.g., if the employee is at step 3 in his previous position, he will start at step 3 in the new position.)

When a request is made by an employee having at least one year's seniority for a transfer in order to avoid layoff and the transfer is made, the employee will start in the classification at not less than the one year rate.

15.07 Trial Period

An employee awarded a position shall be placed on a trial period of not more than two (2) months. If performance is satisfactory during the trial period, the employee shall be confirmed in the position and must remain in that position for at least a total of six (6) months before they may apply to other positions at the Health Unit, except where such new position represents an enhancement in employment status (eg. Contract to Regular, Term to RPT, RPT to RFT). In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job position, or if the employee is not satisfied with the position, the employee shall be returned to the former position occupied prior to the posting.

In the event that the employee returns to their former position any other employee affected as a result of the rearrangement shall also be returned to their former position without loss of seniority.

In the event an employee exercises his option to return to his former position during the trial period, the employee cannot apply for further posting for a period of six (6) months from the date the employee advises the employer of his decision to exercise such option.

In the event the employee goes on leave which extends beyond the trial period for a position the employee must elect at the end of the two month trial period whether they will return following the leave to the trial period position or to the position they had before commencing the trial period, and the employer may fill the other position on a permanent basis.

15.08 Notification to Employee and Union

Within fourteen (14) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each employee who applied for the position.

The Union shall be notified of all hirings, layoffs, transfers, recalls, cancelled postings, retirements and terminations of employment.

15.09 The Health Unit may, at any time before an applicant commences employment in a posted position, cancel a posting and in such case it shall be as though the position had not been posted.

15.10 Training/Education

Where the Employer becomes aware of training and education courses which the Employer believes will assist employees in the performance of their duties, the Employer will meet with any employees interested in attending such courses for the purpose of discussing payment of all or a portion of any fees and other costs related to the employee's attendance at such courses. Such fees and costs as agreed will be reimbursed upon successful completion of the course.

15.11 Training and Flexibility

The Employer will endeavour to offer employees opportunities to learn the duties of other bargaining unit positions in their own time or during their work hours when it will not unduly interfere with the performance of their duties for the purpose of providing flexibility in work assignments and enhancing qualifications for job postings. Employee's salary or pay rates will not be affected by such opportunities.

15.12 Placement on Salary Scale

The successful applicant to a job posting as shown in clause 15.01 or an employee transferred to a higher pay classification as per clause 15.05 will be placed on the salary scale for that new classification at a level that will provide a wage which is closest to but not less than the wage rate earned by the employee in his/her former classification.

15.13 The following provisions shall apply to the filling of any temporary positions:

- (a) Temporary employees may not apply for another temporary position which commences more than three (3) months prior to the end of their current temporary position.

- (b) Regular employees (full-time, part-time or term) filling a temporary position must, at the end of the temporary position, return to their regular position for at least twelve (12) months before applying for another temporary position, unless a temporary position opportunity provides a greater number of scheduled hours of work than their regular position (eg. RPT employee applying for temporary position with full-time hours).

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Provision for Leave of Absence

The Employer may grant leave of absence without pay to an employee requesting in writing such leave for a good and sufficient reason, provided that it shall be the sole and unfettered discretion of the Employer whether or not to grant leave of absence at any time. An employee on leave of absence of two (2) months or more is required to give confirmation of date of return at least thirty (30) calendar days prior to this return.

16.02 Employees Shall Not Lose Seniority

- (a) Seniority will continue to accumulate during a leave of absence without pay up to and including 30 continuous calendar days. Seniority will be retained but will not accumulate for a leave of absence without pay in excess of 30 continuous calendar days.

If an employee's leave of absence without pay exceeds 30 continuous calendar days, he will not accumulate service for the purposes of vacation entitlement and sick leave benefit for the period of absence in excess of 30 continuous calendar days.

In addition, the employee will become responsible for full payment of subsidized employee benefits (in which he is participating) for the period of absence in excess of 30 continuous calendar days.

The above shall not apply to term employees for the months of July and August, who during their absence for July and August will be governed by the existing practices relative to accumulation of seniority and by the last paragraph of Clause 20.03 and Clause 21.01.

- (b) Subject to the provision of Clause 14.05 (c), seniority rights will not be lost by an employee during a leave of absence because of sickness or accident granted in writing by the immediate supervisor or Chief Executive Officer.

16.03 Bereavement Leave

If the parent, step-parent, sibling, step-sibling, grandparent, grandparent-in-law, parent-in-law, sibling-in-law, child-in-law, or grandchild of an employee dies, the employee who attends the funeral of such deceased person will not be required to attend work four (4) of the working days from the death of such person up to and including the day of the funeral, and the employee will not suffer any reduction in pay as a result of his non-attendance at work under such bereavement leave. If the spouse, child, or step-child of an employee dies, the employee will have a fifth (5th) day added to this leave.

An employee will be allowed two (2) additional days off without loss of pay should travel be involved in order for the employee to attend the funeral of such deceased person hereinbefore referred to which is held 200 or more kilometers from his/her community. Additional paid or unpaid leave of absence may be granted at the discretion of the Employer.

In recognition of the various personal relationships and responsibilities which exist among different families, special consideration may be given by the Chief Executive Officer or designate for others not listed above.

16.04 Union Business

- (a) The Employer will, upon request of the Union, grant a leave of absence without pay to one (1) employee at one (1) time selected or appointed by the Union to attend Union functions provided that the number of days in total for all employees in one year does not exceed twenty (20) working days off, and provided that such absence will not result in less than one employee in each absentee's classification being available for duty during the absentee's regular hours of work.
- (b) An employee who is elected or selected to a full-time position with the Union shall be granted a leave of absence without pay and without loss of seniority for a period of one (1) year where operational requirements permit.
- (c) The Employer agrees to keep salary seniority and benefits whole for those employees who request and are granted unpaid leave of absence for Union Business provided the Union promptly reimburses the Employer upon receipt of billing from the Employer for the total costs.

16.05 (a) Pregnancy/Parental/Adoption Leave

Pregnancy/Parental/Adoption leave of absence without pay will be granted to an employee in accordance with the term of the Employment Standards Act as amended. An employee may, prior to the commencement of pregnancy/parental/adoption leave of absence without pay, apply to extend

the leave of absence without pay to a maximum aggregate of six (6) months.

Pregnancy leave will be granted to employees in accordance with the terms of the Employment Standards Act, except where amended in this provision.

On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on Pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to the Employment Insurance Act as amended shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such 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 she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

(b) Extended Parental Benefits

Employees who take extended pregnancy leave as permitted by legislation may elect to receive (SUB) Plan benefits for the duration of their leave, but in such case the amount of such weekly benefit shall be reduced so that such employee shall receive total (SUB) Plan benefits which are equivalent to the amount they would have received under Article (a) above.

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 (currently twenty-six (26) weeks).

16.06 Jury Duty

An employee who is summoned to serve as a juror shall be paid his regular rate of pay for the time he is required to be in court provided the employee presents to the Employer the subpoena which required his presence in court and pays over to the Employer the amount received by him as such juror.

16.07 Compassionate Leave

Employees will be permitted to use up to twenty-one (21) hours of sick leave per year to provide immediate or temporary care for an ill or injured spouse, parent or child.

Employees may use up to seven (7) of the twenty-one (21) hours for personal emergencies requiring the employee to be absent from work.

ARTICLE 17 - SICK LEAVE

17.01 Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness or accident rendering him unable to perform his regular duties as an employee and is not compensable under the Workplace Safety and Insurance Act.

17.02 Sick leave will be granted on the following basis:

- (a) Employees will accumulate sick leave to a maximum of 200 days on the basis of one and one-half (1½) days for each month of active service. Those employees who have unused accumulated sick leave credits exceeding 200 days will have their unused accumulated sick leave benefits frozen and will not accumulate further sick leave credits, but will be entitled to retain and utilize such sick leave credits. If the number of accumulated unused sick leave days through usage falls below 200 accumulated unused sick days, the foregoing 200 day maximum accumulation shall thereafter apply.
- (b) When sick leave is claimed either paid or unpaid, proof of disabling sickness or accident will be furnished by a certificate from a duly qualified medical practitioner unless waived by the Employer.
- (c) Employees must use available paid sick leave before submitting a request for unpaid sick leave.
- (d) Each employee in the bargaining unit will be notified in January of each year of the amount of sick leave to his credit as of December 31st of the preceding year.

17.03 Not Entitled to Sick Pay

An employee will not be entitled to sick pay:

- (a) whose absence is due to pregnancy or childbirth unless unusual complications develop which cause the employee to be hospitalized or confined to bed or bed rest under orders from the employee's physician;
- (b) during a period of layoff or leave of absence without pay;
- (c) during a vacation period unless confined to hospital;

- (d) on a paid holiday for which the employee is already receiving pay for the holiday as per Article 19.

17.04 Payment for Certificates

When the Employer requires an employee to produce a medical certificate, the Employer shall pay for the cost of the requested certificate(s).

17.05 Modified Work

The Employer, the Employee and the Union agree to cooperate and jointly participate in facilitating the return to work of Employees following an injury, illness, disability and or accident. The Employer, the Employee and the Union further agree that ongoing and timely communication by all participants in the process is essential to the success of this process. The parties will meet to draft a return to work plan that will lay out the steps to be taken to help a worker return to suitable, safe and meaningful work. All information shared between the Employer, Employee and Union Representative related to this process shall remain confidential.

ARTICLE 18 – HOURS OF WORK AND WORKING CONDITIONS

18.01 Work Week

The regular work week shall consist of thirty-five (35) hours, Monday to Friday inclusive. The regular hours of work for employees shall be from 8:30 a.m. to 4:30 p.m. inclusive of a one (1) hour unpaid lunch period, with the exception of clerical staff rotating on staggered hours to provide office services to 5:00 p.m.

The regular hours of work may be varied by mutual agreement between the Employer and the employees concerned.

18.02 Overtime

- (a) Time worked by a regular full-time employee (if requested and authorized by the Employer) in excess of seven (7) hours in a day, or thirty-five (35) hours in a one-week period will be counted as overtime work and will be compensated on the basis of time and one-half of the current salary for the classification, provided however, that time (not exceeding one-half hour per day) necessary to finish assigned work on an irregular basis, (not more than twice a week) shall be deemed a "tag-end" and shall not be counted as overtime. If such "tag-end" time exceeds one-half hour, payment at time and one-half shall be made for the entire period in excess of thirty-five (35) hours in a one week period.

- (b) Time worked by a regular part-time employee (if requested and authorized by the Employer) in excess of ten (10) hours in a day, or thirty-five (35) hours in a one-week period will be counted as overtime work and will be compensated on the basis of time and one-half of the current salary of the classification, provided however, that time (not exceeding one-half hour per day) necessary to finish the assigned work on an irregular basis, (not more than twice a week) shall be deemed a "tag-end" and shall not be counted as overtime. If such "tag-end" time exceeds one-half hour, payment at time and one-half shall be made for the entire period in excess of thirty-five (35) hours in a one week period.

18.03 Altered Hours (PHI – hired after April 21, 2005)

The regular work week for PHIs, hired after April 21, 2005, may be altered on a temporary basis, at the Employer's request, in order to meet special needs during the summer period (May 1st to September 30th) of the year. The Employer will be permitted to schedule these PHIs to a regular work week consisting of thirty-five (35) hours from Tuesday to Saturday inclusive, with the regular hours of work being from 8:30 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m.

Employees on such altered hour schedules may revert to a Monday to Friday schedule on week(s) where no Saturday events are scheduled, on agreement between the Employee and the Supervisor.

18.04 Altered Hours (Land Development Officer)

It is recognized that the hours of work for Land Development Officers are subject to seasonal variances. Hours of work varying from those shown in clause 18.01 shall be determined upon consultation and agreement between the Supervisor and the employee. Requests to work variable hours will not be unreasonably denied by the employee or the Supervisor.

18.05 Altered Hours (Special Clinics)

For the sake of clarity, the parties agree that the hours of operation in the clinics are well established and accepted by the parties, and are not subject to the description of "regular hours of work" set out in Article 18.01 of the Collective Agreement. An employee will be compensated \$0.50 per hour in addition to their regular wage for all scheduled clinic hours worked occurring prior to 8:30 a.m. or beyond 4:30 p.m.

18.06 Altered Hours (Program Assistant - HBHC)

In recognition of the need for long weekend work schedules to provide services to the Community and respecting Program Assistants' need for

stability in scheduling, the parties agree to the following principles concerning the scheduling of long weekend work:

- (a) This article applies to all regularly scheduled long weekend work in the Healthy Babies Healthy Children (HBHC) Program. All regularly scheduled work will be pre-scheduled by the appropriate Manager or designate at least twelve (12) weeks in advance, setting out the schedule for the following calendar year. Program Assistants shall be scheduled for long weekend work on a rotating basis amongst the Program Assistants in the HBHC Program. Employees may trade assigned weekends at their discretion, provided at least one (1) weeks advance notice is given to the appropriate Manager or designate.
- (b) Regularly scheduled long weekend work will be compensated as per the overtime and holiday pay provisions in the Collective Agreement.
- (c) In the event of any inconsistency between this Article and the remaining Collective Agreement, this Article will prevail.
- (d) The parties agree that weekend work language may be amended by mutual consent during the term of this Collective Agreement.

18.07 Time Off in Lieu

An employee who performs overtime work may be granted time and one-half off in lieu of overtime payment upon mutual agreement between the Employer and the employee and such time to be taken as mutually agreed.

18.08 Call-Out

An employee who is called back outside her/his standard hours other than for scheduled overtime work shall be paid either:

- (a) a minimum of three (3) hours at her/his straight time rates; or,
- (b) at her/his applicable overtime rate for the time worked on the call-back, whichever is greater.

18.09 Stand-by Pay

Where the Employer requires an employee to be on stand-by, the employee will be compensated as follows:

- (a) (i) for weekday and weekend (from 4:30 p.m. on the last day the office is open before the weekend until 8:30 a.m. on the day the office reopens following the weekend) stand-by hours they will be

compensated at the rate of \$4.00 per stand-by hour.

(ii) for holiday standby hours, \$5.00 per stand-by hour.

(b) An employee who is called into work while on stand-by shall be paid in accordance with call-out provisions of this agreement and will not be paid the stand-by rate while on call-out.

18.10 Flex Time

Employees may agree to work hours outside of the regular work week described in Article 18.01, and to flex their schedule to do so. Such flex time shall not trigger overtime pay under Article 18.02.

ARTICLE 19 - PAID HOLIDAYS

19.01 List of Paid Holidays

The Employer recognizes the following days as paid holidays:

New Year's Day	Civic Holiday (first Monday in August)
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day (December 26th)
Canada Day	

One (1) Floating Holiday (Employees will be entitled to one (1) Floating Holiday after probationary period. This Floating Holiday to be used within time limit of January 1st and December 31st of same year. This day will not be cumulative.)

The day of Christmas Eve, if a normal working day.
The day of New Year's Eve, if a normal working day.

19.02 Pay for Work on Paid Holidays

An employee who works his regularly scheduled day immediately prior to and following any of the above paid holidays and who is required to work on any such paid holidays shall be paid time and one-half for all hours worked in addition to the regular daily rate.

19.03 Compensation for Holidays Falling on Scheduled Day Off

Where a paid holiday other than the day of Christmas Eve and the day of New Year's Eve falls on an employees regularly scheduled day off, it shall

be deemed to be a paid holiday and the employee will be given another day off at some other time scheduled by mutual agreement between the Employer and the employee.

19.04 Compensation for Paid Holidays Falling Within Vacation Schedule

If one of the above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off in lieu thereof scheduled by mutual agreement between the Employer and the employee.

19.05 Exceptions to Paid Holidays

Subject to the provisions of the Employment Standards Act, every employee shall be granted time off with pay at the regular rate of pay in respect to a paid holiday as listed in 19.01 unless:

- (a) being a term employee the paid holiday falls between June 30th and September 1st, or
- (b) he is on leave of absence during the period in which the paid holiday occurs
- (c) he is on layoff
- (d) he is absent and in receipt of Workplace Safety and Insurance Board or LTD Disability payments
- (e) he fails to report for his assigned shift on a paid holiday
- (f) he does not work his regularly scheduled day immediately prior to and following the paid holiday.

ARTICLE 20 – VACATIONS

20.01 Vacation Year

For the purpose of calculating the amount of vacation earned, the vacation year shall be regarded as being from July 1st to June 30th.

Annual vacation must be taken within the twelve month period immediately following the June 30th on which the leave is calculated.

20.02 Length of Vacation

In the first year of employment vacation proportionate to the length of

employment prior to June 30th shall be granted following six (6) months of continuous employment. The number of vacation days to be granted shall be calculated to the nearest day as follows:

$$\frac{\text{No. of months employed prior to June 30th}}{12} \times \text{Annual vacation entitlement (no. of working days)} = \text{No. of vacation days to be granted}$$

After one (1) year of continuous service with the Employer as of July 1st, an employee shall be entitled to four (4) weeks vacation with pay.

After ten (10) years of continuous service with the Employer as of July 1st, an employee shall be entitled to five (5) weeks vacation with pay.

After eighteen (18) years of continuous service with the Employer as of July 1st an employee shall be entitled to six (6) weeks vacation with pay.

After twenty-five (25) years of continuous service with the Employer as of July 1st an employee shall be entitled to seven (7) weeks vacation with pay.

20.03 Vacation Entitlement for Term Employees

Vacation entitlement for term employees will be calculated as follows:

$$\frac{\text{No. of complete months worked each year}}{12} \times \text{Annual vacation entitlement of an employee working 12 months per year}$$

20.04 Vacation Pay

Vacation pay will be calculated on the basis of each employee's regular monthly salary at the time of taking his vacation.

20.05 Vacation Schedules

Vacation Schedules shall be posted by January 1st of each year and employees shall indicate their preference on the basis of seniority as to vacation periods desired by March 15th of each year. The completed schedule shall be posted by April 1st.

Any employee not making his choice by March 15th shall forfeit the right of choice by seniority and vacation shall be scheduled at the discretion of management.

20.06 Preference in Vacations

The Employer will endeavour to allot vacations during the months of May to September inclusive, and in order of employee's seniority, unless some other time is mutually arranged between the individual employee and the

Employer. However, once an employee has indicated a preferred vacation period, he may not then exercise seniority rights to change the stated period.

Notwithstanding the above paragraphs, employees may use vacation time during the year as individually requested, providing prior approval has been obtained from his supervisor or designate.

20.07 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

20.08 Vacation Pay on Termination

When employment is terminated before completion of six (6) months of continuous employment vacation pay will be computed and paid in accordance with the Employment Standards Act of Ontario.

Where employment is terminated after six (6) months but less than one (1) year of continuous employment, vacation pay will be calculated on a pro rata basis as follows:

No. of complete months of employment	X	Annual vacation entitlement (no. of working days) less any vacation days taken.
<u>12</u>		

Where employment is terminated after one (1) year of continuous employment, vacation pay shall be calculated as follows:

No. of complete months of employment since July 1	X	Annual vacation entitlement (no. of working days) less any vacations days taken.
<u>12</u>		

20.09 An employee may be permitted, at the discretion of the Chief Executive Officer or his designate and in exceptional circumstances, to carry forward part of his vacation entitlement, to a maximum of ten (10) days, to the following year.

ARTICLE 21 - HEALTH AND WELFARE PROGRAMMES21.01 Hospital and Medical Insurance

The Employer will contribute for regular full time employees as follows:

(a) An amount equal to one hundred (100%) percent of the insurance premium to Green Shield (or for equivalent coverage provided by another carrier) Extended Health Care Plan (10/20 deductible). Vision care of four hundred (\$400.00) dollars every twenty-four (24) months. One eye exam every twenty-four (24) months at one hundred twenty (\$120) dollars reimbursement level. Chiropractic and massage services six hundred (\$600.00). Physiotherapy at \$500.00 max per year. The Extended Health Plan includes coverage for children up to age twenty-five (25) if enrolled in a post secondary institution. The Extended Health Care Plan coverage will be extended to active full-time employees who continue to be employed between the ages of 65 and 70 years of age.

(b) An amount equal to eighty (80%) percent of the insurance premium to Green Shield (or for equivalent coverage provided by another carrier) Dental Plan #9 at previous years' ODA rates with a nine (9) month recall and a fifteen hundred (\$1,500.00) cap per family member. The Dental Plan includes coverage for children up to age twenty-five (25) if enrolled in a post-secondary institution.

Dental Care Major Restorative Services. Implement major restorative services including: crowns, bridges, dentures (fixed and removable) at 50% reimbursement. Combined calendar year maximum of \$1,500.00 for all dental care services.

Dental coverage will be extended to active full-time employees who continue to be employed between the ages of 65 and 70 years of age.

(c) Green Shield (or for equivalent coverage provided by another carrier) Rider Deluxe Out of Country medical coverage. Out of country medical coverage will be extended to active full-time employees who continue to be employed between the ages of 65 and 70 years.

(d) To the insurance carrier (as may be selected by the Employer from time to time) of a Long Term Disability Benefit Plan, an amount equal to 60% of the insurance premium subject to the terms and conditions of such Plan, provided that the employee shall pay the remaining 40% of such insurance premium through standard payroll deductions. Any claim for benefits under such insurance plan by a regular full-

time employee shall be a matter exclusively between such employee and the insurance carrier in accordance with the terms and conditions of such Plan. Such claim for benefits shall not be the subject of a grievance or grievance arbitration under this agreement. Long Term Disability coverage for employees who continue to be employed past the age of 65 in active full-time employment will end on the day the employee reaches the age of 65 years.

- (e) It is understood and agreed that for active full-time employees who continue to be employed between the ages of 65 and 70 years of age and who are claiming drug benefit coverage, the Ontario Drug Benefit (ODB) is the "first payer", the Employer plan is the "second payer", and the Employee is responsible for any applicable co-payments and deductibles for both the ODB and the Employer plan.

Term employees shall pay in advance to the Employer, one hundred (100%) percent of Green Shield (or for equivalent coverage provided by another carrier) Extended Health Care Plan, Dental Plan and Group Life Insurance and Long Term Disability Plan premiums due for the months when not actively working, in accordance with Article 2.05.

21.02 Group Life Insurance

The Employer shall pay one hundred (100%) percent of the insurance premium towards a Group Life Insurance Plan for all employees.

The Group Life Insurance program shall be in the form of Term Life Insurance to an amount equal to two (2) times the employee's annual salary. Life insurance benefits in the amount of one times (1x) the employee's annual salary will be extended to active full-time employees between the ages of 65 and 70 years of age.

The amount of employee's salary shall be rounded to the nearest \$1,000.00 of annual salary in effect on January 1st.

Employees have the option to purchase additional coverage from the insurance carrier subject to terms of present insurance plan. Employee to pay for such additional coverage on himself/herself.

An employee who continues in full-time active employment beyond 70 years of age will receive \$1.50 in lieu of benefits as provided to temporary and regular part-time employees as provided in Article 2.09.

An employee who is a member of OMERS and who continues in active employment will receive \$.75 per hour in lieu of benefits (50% of pay in lieu

of benefits provided in Article 2.09).

NOTE: All health and welfare benefits coverage referred to above for full time active employees who work past the age of 65 years shall be restricted to and shall be subject to the terms of the specific plan and any carrier restrictions.

21.03 Pension Plan

It will be a condition of employment that every full-time employee shall participate in the Ontario Municipal Employees Retirement System (OMERS) in accordance with its terms.

Non-Full-Time Employee shall have the option to elect to participate in the Ontario Municipal Employees Retirement System (OMERS) in accordance with its terms.

The Employer will contribute for regular full-time employees as follows:

- (a) To the Ontario Municipal Employees Retirement System, on such basis as may be, from time to time, determined by that Plan.
- (b) To the Canada Pension Plan, an amount required by law.

Non-Full-Time employees who participate in OMERS will receive fifty percent (50%) of the remuneration provided to Temporary and Regular Part-Time Employees in Article 2.09 in lieu of benefits.

21.04 The parties agree that the U.I.C. rebate for 1985 and 1986 and thereafter shall be retained by the Employer and applied towards the cost to the Employer of contributions towards insurance premiums as provided in this agreement.

ARTICLE 22 - BULLETIN BOARDS

22.01 The Employer agrees to supply a bulletin board in a strategic location for the purpose of posting notices pertaining to meetings, conventions, and other activities of the Union or the Employer.

22.02 The Employer shall be furnished by the Union with copies of all such Union notices prior to their posting and may require the Union to refrain from posting any notice which the Employer considers objectionable.

No notices from the Union may be posted unless it bears the signature of an authorized officer of the Union.

ARTICLE 23 - JOB CLASSIFICATIONS

23.01 No Elimination of Present Classification

The Employer agrees that there shall be no elimination of classifications without prior consultation with the Union.

23.02 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification, the Employer will then advise the Union of such new or changed classification and the rate of pay established by the Employer. If requested, the Employer agrees to meet with the Union to permit the Union to make representations with respect of the appropriate rate of pay, provided such meeting does not delay the implementation of the new classification.

If the parties are unable to agree at the meeting, the dispute concerning the new rate may be submitted to arbitration as provided in Article 9 within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

ARTICLE 24 - MISCELLANEOUS

24.01 Casual Users of Automobiles

Casual users shall not be required to own an automobile as a condition of employment.

24.02 Permission to Hold Meetings

It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Chief Executive Officer or his designate.

24.03 Safety Footwear/Uniforms

- (a) The Employer shall continue to supply hard hats, coveralls, high visibility vests, and safety-toed boots (maximum \$250.00) for any classification needing the above PPE, where necessary.
- (b) Dental team employees and RPN's will be reimbursed up to one hundred fifty (\$150.00) dollars yearly for uniforms upon providing receipts.

- (c) Eligible Regular Part-Time Employees will be reimbursed up to (\$75.00) yearly for uniforms upon providing receipts.

24.04 Restructuring/Organizational Changes

The Employer Agrees to meet with the Union, during the term of the agreement and following reasonable notice, for the purpose of discussing any concerns with respect to any proposed substantial restructuring, reorganization, full or partial amalgamation which is expected to have a significant impact on bargaining unit employees.

At or before any such meeting, the Employer will provide the union with information to the general nature of the changes, and the date on which the changes are expected to take effect.

24.05 Cell Phones

If an electronic device, such as cell phone, is required for business use, it will be provided to the employee at the Employer's cost and all reasonable work-related costs will be paid by the Employer.

ARTICLE 25 – SCHEDULES

25.01 Schedules Attached

Attached hereto and forming part of this Agreement is:

- (a) Schedule "A" - Classifications and Salary Ranges.

ARTICLE 26 – TERMINATION AND DURATION

26.01 Duration

This Agreement shall become effective on the 1st day of January, 2023 and shall remain in full force and effect until the 31st day of December, 2025 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other within ninety (90) days before the 31st day of December 2025 or within ninety (90) days before the 31st day of December in any year thereafter in which this Agreement continues to remain in effect.

26.02 Amendments

In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is mutually agreed upon.


All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the Ontario Labour Relations Act and any amendments thereto.


26.03 Retro-activity


Changes to the collective agreement shall be effective upon ratification, except those changes as are specifically identified to have retroactive effect.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by the duly authorized officers and representatives this 19 day of June, 2024.


FOR THE EMPLOYER











FOR THE UNION











LETTER OF INTENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: MILEAGE


Public Health Inspectors and Dental Hygienists who are currently receiving a mileage allowance of \$130.00 per month shall be grandfathered and will have the option of maintaining their mileage plus receiving a per kilometre rate of (forty) 40 cents or give up their mileage allowance and receive only the kilometre rate as set out in accordance with the Canada Revenue Agency (CRA).

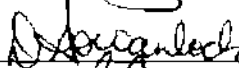
All Public Health Inspectors and Dental Hygienists hired after the date of ratification and employees who do not currently receive a mileage allowance or employees who decide to give up their mileage allowance and receive the CRA rate will be entitled to receive the CRA rate for kilometres incurred while on Health Unit business.


Vehicle Allowance Recipients	
Name	Position
Adams, Ken	PHI
Allam, Anita	PHI
Blackburn, Etrick	PHI
Grosjean, Barbara	Dental Hygienist
Land, Robyn	PHI
Mackie, Abby	PHI
McLellan, Colin	PHI
Pearson, Jocelyn	PHI
Radul, Kim	PHI
Sampson, Troy	PHI
Syrja, Melissa	PHI
Veneziano, Allyson	PHI

DATED IN THUNDER BAY this 18 day of June, 2024.

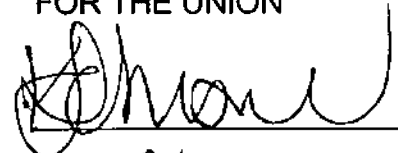
FOR THE EMPLOYER

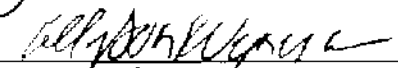


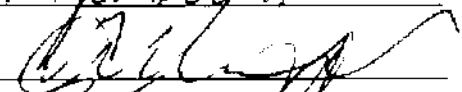





FOR THE UNION









LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: Tobacco Enforcement Officer Positions


The parties agree to the following regarding the Tobacco Enforcement Officer positions:


Hours of Work


1. Flexible work week is an organization of the hours of work agreed to by the Manager of Tobacco Control Unit and the Employee so that the total number of hours worked weekly is thirty-five (35). Employees may submit proposals to the Manager of Tobacco Control Unit and the Manager will approve the proposed schedules based on the following criteria:
 - i. The required service will be provided to meet the needs of the community and the applicable legislation;
 - ii. No additional costs to the Health Unit will result from the flexible schedule
2. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.

DATED IN THUNDER BAY this 19 day of June, 2024.

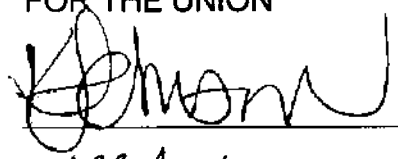
FOR THE EMPLOYER

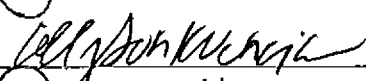


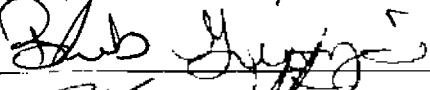


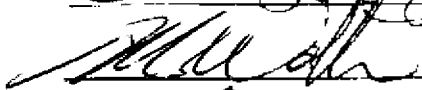



FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: On-call Compensation

The parties agree to the following principles concerning payment for call-ins under Article 18.08 and 18.09 of the Collective Agreement, which Articles shall be interpreted and applied subject to these principles. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.

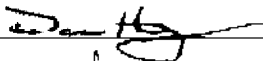
1. An Employee shall be entitled to receive call-in pay at time and one-half his or her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours pay at time and one-half his or her regular straight time hourly rate in the following circumstances:
 - a. Where an employee who is on standby receives a call from a Supervisor, the Thunder Bay Answering Service or other authority approved by the Health Unit, and is required to attend at a specific location to attend to a matter of public health (e.g., environmental spill, rabies vaccine release, significant adverse water result, vaccine 'fridge' alarm).
 - b. Where an employee who is on standby receives a call from a Supervisor, the Thunder Bay Answering Service or other authority approved by the Health Unit and is not required to attend at a specified location, but where the call and required follow-up duties (e.g., further phone calls, documentation) take thirty (30) minutes or longer to complete.

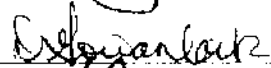
2. Where an employee who is on standby takes a call at home, he/she will not be entitled for any pay in excess of the standby pay where the call and required follow-up (e.g., further phone calls, charting or documentation) is less than ten (10) minutes.
3. Where an employee who is on standby takes a call at home, he/she shall be entitled to receive one (1) hour call-in pay at his or her straight time hourly rate if the call and required follow up (e.g., further phone calls, charting or documentation) exceeds ten minutes but is less than thirty (30) minutes.
4. Employees are entitled to only one call-in premium during any three-hour period. Subsequent calls taken during that period will not be subject to any additional payment(s).
5. The parties will act in good faith in determining the length of time required for employees to respond to calls and attend to required follow-up, having regard to the length of time it would reasonably take to complete a call and follow-up in similar circumstances.
6. It will be at the Health Unit's discretion whether employees receive payment or compensating time off for call-in work.
7. Nothing in this Letter of Understanding or the Collective Agreement will be interpreted to require the Health Unit to schedule or assign employees for standby. The Health Unit reserves all rights it currently has with respect to the assignment of work.
8. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.
9. "Standby opportunities will be first offered to qualified employees within the same program who have expressed in writing a desire to work standby. If standby requirements cannot be filled it will be assigned in reverse order of seniority amongst qualified employees within the same program.


10. "Regular Part-Time employees may be called in to work additional hours from time to time and in such cases compensation shall be paid at their regular straight time hourly rate for the hours worked."

DATED in THUNDER BAY this 18 day of June, 2024.

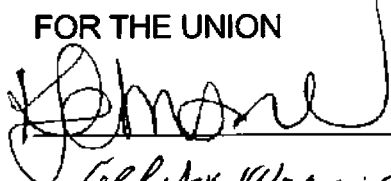
FOR THE EMPLOYER




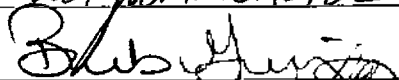


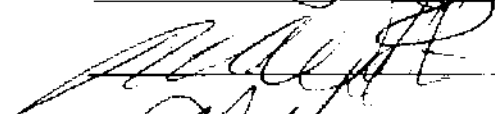


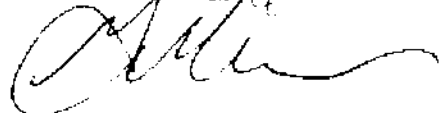
FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: Attending Training

The following shall apply to employees attending training required and approved by the Employer:

1. Employees attending training which occurs during regularly scheduled work days will be compensated at their straight time hourly rate. Overtime will be compensated in accordance with the collective agreement, for time spent in excess of the employee's regularly scheduled work day or work week.
2. Employees will be compensated at their straight time hourly rate for travel time to and from training occurring on regularly scheduled work days. Overtime will be compensated in accordance with the collective agreement, for time spent travelling to or from training sessions in excess of the employee's regularly scheduled work day or work week.


The following shall apply to employees attending training requested by the employee and approved by the Employer:

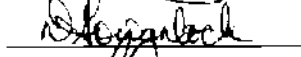
1. Employees attending training which occurs on regularly scheduled work days will be compensated at their straight time hourly rate for time attending such training.
2. Employees will be compensated at their straight time hourly rate for travel time to and from training occurring on regularly scheduled work days.


Employees will not be compensated for training and/or associated travel which occurs on unscheduled work days or beyond their regularly scheduled work hours; however, an employee may request to flex her or his work week to accommodate attendance at training.

DATED IN THUNDER BAY this 18 day of June, 2024.

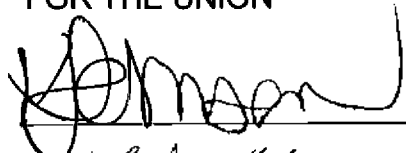
FOR THE EMPLOYER




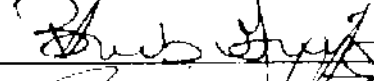


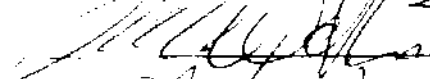


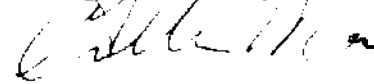
FOR THE UNION











LETTER OF INTENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

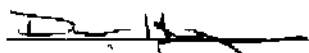
THUNDER BAY DISTRICT HEALTH UNIT

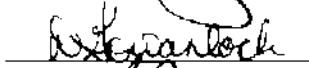
Re: Emergency Measures Protocol


The Parties agree to meet in the event of an emergency to discuss the design and implementation of emergency measures protocols.

DATED IN THUNDER BAY this 19 day of June, 2024.

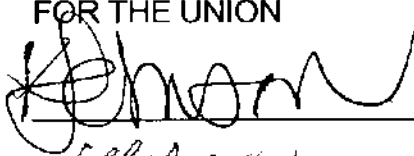
FOR THE EMPLOYER

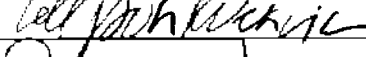





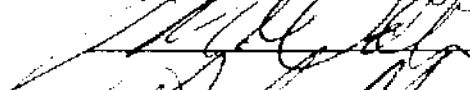


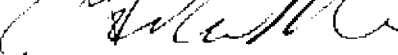
FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

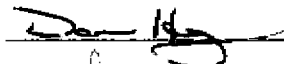
THUNDER BAY DISTRICT HEALTH UNIT

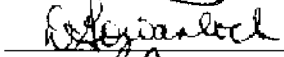
Re: Amalgamation, Regionalization and Merger Protection


In the event that the employer merges or amalgamates with any other entity, the employer will advocate on behalf of the employees for the recognition of positive terms and conditions of employment which acknowledge service with the employer prior to such merger or amalgamation.

DATED IN THUNDER BAY this 19 day of June, 2024.


FOR THE EMPLOYER




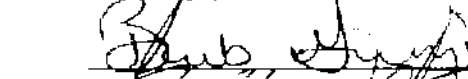


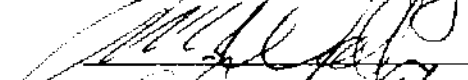



FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

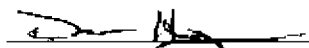
THUNDER BAY DISTRICT HEALTH UNIT


Re: Liability Insurance


Employees coverage under the Employers mal-practice liability insurance plan shall be in accordance with the terms and conditions of such plan. Employees may upon request review the plan in the Employer's administration office. Only those portions of the policy pertaining to the employees will be made available. The Employer agrees to provide a copy of those parts of the Employers mal-practice liability insurance plans which pertains to bargaining unit Employees, to the Union. The Employer further agrees to forward to the Union any changes to the plan which pertain to any bargaining unit members.

DATED IN THUNDER BAY this 19 day of June, 2024.

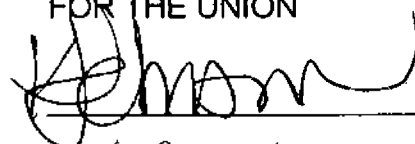
FOR THE EMPLOYER

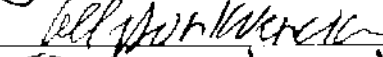





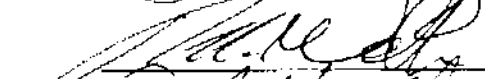


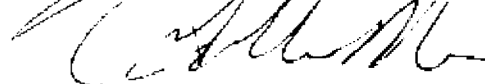
FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: Joint Health and Safety Committee ("JHSC")

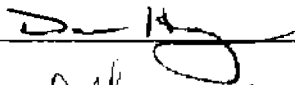
The Employer, the Union and its members agree to abide by the Occupational Health and Safety Act, as amended.

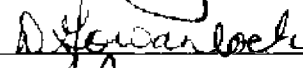
The Employer and the Union agree to mutually work together to maintain a safe working environment for all Employees, and to address in a timely manner any conditions that may be hazardous to the health and safety of all Employees.


The Parties will comply with the terms of reference for the JHSC and relevant Health Unit policies as amended from time to time in matters respecting the composition and operation of the committee. The Employer will pay the cost of certification for any CUPE member who is required to be certified.

DATED IN THUNDER BAY this 19 day of June, 2024.

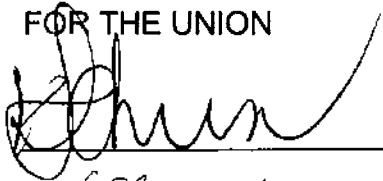
FOR THE EMPLOYER

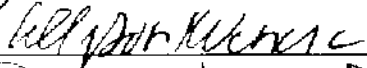





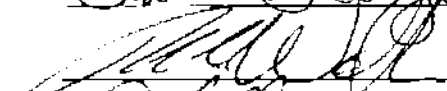


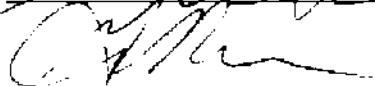
FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: Youth Engagement Facilitator Positions


The parties agree to the following regarding the Youth Engagement Facilitator position:

Hours of Work

1. Flexible work week is an organization of the hours of work agreed to by the Manager of the Tobacco Programs and the Employee so that the total number of hours worked in a two-week pay period is seventy (70).
2. Employees may submit proposals to the Manager of the Tobacco Programs and the Manager will approve the proposed schedules based on the following criteria:
 - i. The required service will be provided to meet the needs of the community and the applicable legislation;
 - ii. No additional costs to the Health Unit will result from the flexible schedule
3. For the purpose of required travel which occurs on unscheduled work days or in excess of the employee's regularly scheduled work day, employees may exceed seven (7) hours per day and/or thirty-five (35) hours per week and will bank at straight time to be taken off at a later date by mutual agreement with the Employer.
4. All other provisions in the current collective agreement will apply.
5. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.

DATED IN THUNDER BAY this 19 day of June, 2024.

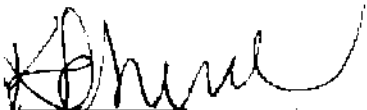
FOR THE EMPLOYER



D. H. H. H. H. H.

D. H. H. H. H. H.

FOR THE UNION



D. H. H. H. H. H.

D. H. H. H. H. H.

LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY DISTRICT HEALTH UNIT

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1759**

Re: Health Promoter Position

The parties agree to the following items regarding the Health Promoter Position:

Affiliation

1. The above noted position will be included in the CUPE Bargaining Unit as of November 16, 2017.

Salary

2. The salary will remain at the current rate as set out below until such time as the next round of negotiations take place and the Health Promoter Position is included in the CUPE Classification and Salary Scale.

Step 1	\$59, 072.76
Step 2	\$61, 157.88
Step 3	\$63, 243.00
Step 4	\$65, 328.12
Step 5	\$67, 413.23
Step 6	\$69, 489.35

Hours of Work

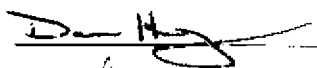
3. Flexible work week is an organization of the hours of work agreed to by the Manager of Health Living and the Employee so that the total number of hours worked in a two week pay period is seventy (70).
4. Employees may submit proposals to the Manager of Health Living and the Manager will approve the proposed schedules based on the following criteria.


- i. The required service will be provided to meet the needs of the community and the applicable legislation;
 - ii. No additional costs to the Health Unit will result from the flexible schedule.
- 5. For the purpose of the required travel which occurs on unscheduled work days or in excess of the employee's regularly scheduled work day, employees may exceed seven (7) hours per day and/or thirty-five (35) hours per week and will bank at straight time to be taken off at a later date by mutual agreement with the employer.
- 6. All other provisions in the current collective agreement apply.
- 7. The parties agree that the Union reserves the rights under Article 23 – Job Classifications in its entirety until 2 months after the 1-year anniversary of the new classification.
- 8. Where there is conflict between the Collective Agreement and this Letter of Understanding, This Letter of Understanding shall prevail.


Originally Signed January 2018

DATED in THUNDER BAY this 18 day of June, 2024

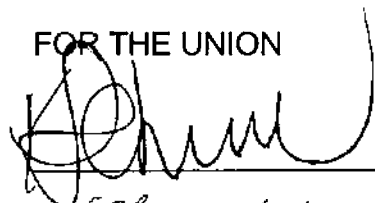
FOR THE EMPLOYER




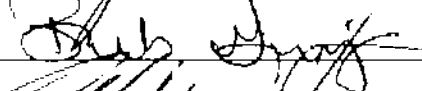





FOR THE UNION









LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY DISTRICT HEALTH UNIT

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1759**

Re: Union Consultation before Posting New Positions

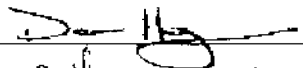
On a without prejudice or precedent setting basis the parties agree to the following regarding the posting of new positions:


1. The Employer will consult the Union before it posts a new position in order to discuss the suitability of including the position in the bargaining unit.
2. "Supervisors" as outlined in Article 3.01 will be excluded from this process.
3. When the Employer and Union cannot agree whether or not a position should be included or excluded from the bargaining unit, the Union may submit a grievance starting at Step 3 of the grievance process.


Originally Signed March 7, 2019

DATED in THUNDER BAY this 18 day of June, 2024

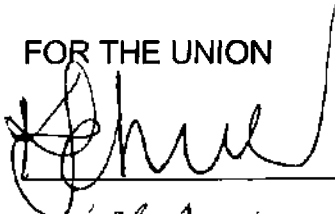
FOR THE EMPLOYER

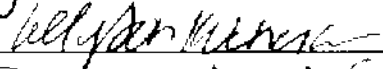


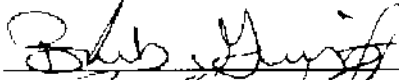


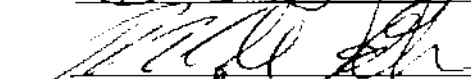


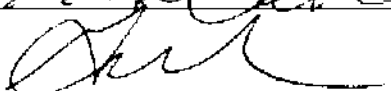
FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY DISTRICT HEALTH UNIT

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1759**

Re: Children's Visual Health Program Facilitator

The parties agree to the following items regarding the Children's Visual Health Program Facilitator:

Affiliation

1. The above noted position will be included in the CUPE Bargaining Unit as of March 7th, 2019. This is a full-time contract position ending December 31, 2019.

Salary

2. The wage will remain at the current rate set out below until such time as the next round of negotiations take place and the Children's Visual Health Program Facilitator is included in the CUPE Classification and Salary Scale:

Step 1: \$57,116.71

Step 2: \$59,132.71

Step 3: \$61,148.70

Step 4: \$63,164.70

Step 5: \$65,180.71

Step 6: \$67,196.71

The outlined above will remain as is for 2019 as the position received the non-union increase effective January 1, 2019. Should the position continue on past December 31, 2019 for any reason CUPE negotiated wage increases will come into effect January 1, 2020 as per the Collective Agreement.

If the current incumbent in the temporary contract position moves into a permanent CUPE position during the current employment contract period, the individual's seniority will be back dated to the original hire date in the contract position upon completion of the probationary period of the permanent position.

Hours of Work

3. Flexible work week is an organization of hours of work agreed by the Manager of Children's Visual and Oral Health Programs and District Offices and the Employee so that the total number of hours worked in a two-week period is seventy (70).
4. Employees may submit proposals to the Manager of children's Visual and Oral Health Programs and District Offices and the Manager will approve the proposed schedules based on the following criteria:
 - i. The required service will be provided to meet the needs of the community and the applicable legislation.
 - ii. No additional costs to the Health Unit will result from the flexible schedule.
5. For the purpose of required travel which occurs on unscheduled work days or in excess of the employee's regularly scheduled work day, employees may exceed seven (7) hours per day and/or thirty-five (35) hours per week and will bank at straight time to be taken off at a later date by mutual agreement with the Employer.
6. The parties agree this Letter of Understanding is without prejudice or precedent to any other matter.
7. All other provisions in the current Collective Agreement will apply.
8. The parties agree that the Union reserves its rights under Article 23 – Job Classifications in its entirety until 2 months after the 1-year anniversary of the new classification.
9. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.

Originally Signed March 7, 2019

DATED in THUNDER BAY this 19 day of June, 2024

FOR THE EMPLOYER

[Signature]
D. Stewart
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY DISTRICT HEALTH UNIT

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1759**

Re: Outreach Worker Harm Reduction

The parties agree to the following items regarding the Outreach Worker Harm Reduction Position:

Affiliation

1. The above noted position will be included in the CUPE Bargaining Unit as of March 7th, 2019.

Salary

2. The salary will remain at the current rate as set out below until such time as the next round of negotiations take place and Outreach Worker Harm Reduction position is included in the CUPE Classification and Salary Scale.

Step 1: \$53,146.79

Step 2: \$55,023.38

Step 3: \$56,898.87

Step 4: \$58,774.37

Step 5: \$60,649.88

Step 6: \$62,526.47

The wage outlined above will remain as is for 2019 as the position received the non-union increase effective January 1, 2019. Should the position continue past December 31, 2019 for any reason CUPE negotiated wage increases will come into effect January 1, 2020 as per the Collective Agreement.

The seniority date of each Outreach Worker will be back dated to their Health Unit start

date as per their signed employment contract.

Hours of Work

3. Flexible work week is an organization of the hours of work agreed to by the Manager of Sexual Health and Harm Reduction and the Employee so that the total number of hours worked in a two-week pay period is seventy (70)

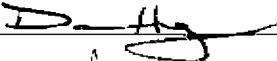
The Outreach Worker's regular work schedule includes a shift between 10:45 a.m. to 8:30 p.m.

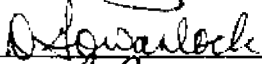
4. Employees may submit proposals to the Manager of Sexual Health and Harm Reduction and the Manager will approve the proposed schedules based on the following criteria:
 - i. The required service will be provided to meet the needs of the community and the applicable legislation;
 - ii. No additional costs to the Health Unit will result from the flexible schedule.
5. For the purpose of required travel which occurs on unscheduled work days or in excess of the employee's regularly scheduled work day, employees may exceed seven (7) hours per day and/or thirty-five (35) hours per week and will bank at straight time to be taken off at a later date by mutual agreement with the employer.
6. The parties agree this letter of understanding is without prejudice or precedent to any other matter.
7. All other provisions in the current collective agreement apply.
8. The parties agree that the Union reserves the rights under Article 23 – Job Classifications in its entirety until 2 months after the 1-year anniversary of the new classification.
9. Where there is conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.


Originally Signed March 7, 2019

DATED in THUNDER BAY this 18 day of June, 2024

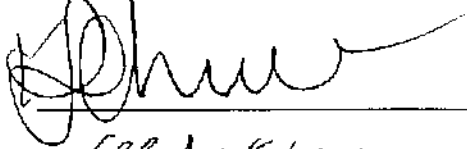
FOR THE EMPLOYER

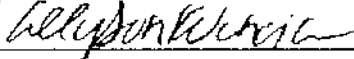









FOR THE UNION











LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY DISTRICT HEALTH UNIT

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1759**

Re: Article 3.01 – Bargaining Unit


On a without prejudice and precedent setting basis the parties agree to the following regarding Article 3.01 – Bargaining Unit:


All positions listed under Article 3.01 – Bargaining Unit will remain permanently excluded from the bargaining unit.


Originally Signed March 7, 2019

DATED in THUNDER BAY this 18 day of June, 2024

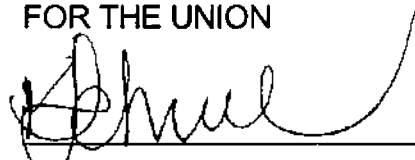
FOR THE EMPLOYER







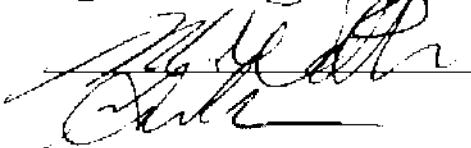


FOR THE UNION









LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY DISTRICT HEALTH UNIT

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1759**

Re: Shoes

The parties agree to the following concerning Article 24.03 Safety Footwear/Uniforms of the collective agreement.

The Registered Practical Nurses ("RPNs") and Dental team employees listed below ("the Grandfathered Employees"), who are currently receiving up to one hundred (\$100.00) yearly for uniforms upon providing receipts, shall be grandfathered and may continue to use the \$100.00 noted above to purchase shoes.

All RPNs and Dental team employees hired after the date of ratification will only be reimbursed up to one hundred dollars (\$100.00) yearly for uniforms upon providing receipts. These Registered Practical Nurses and Dental team employees will not be allowed to use the \$100.00 noted above to purchase shoes.

Grandfathered Employees	
Kamphof, Kerri-Ann	Dental Health Educator
Mack, Justine	Dental Health Educator
Puksa, Megan	Dental Health Educator
Bilenki, Karen	Dental Hygienist
Grosjean, Barbara	Dental Hygienist
Johnson, Katy	RPN
Major, Gillian	RPN
Adams, Khris	RPN

DATED in THUNDER BAY this 18 day of June, 2024

FOR THE EMPLOYER

D. G.
D. G. MacIsaac
D. G.

FOR THE UNION

[Signature]
ALYSON WILSON
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY DISTRICT HEALTH UNIT

-and-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1759**

Re: Casual Registered Practical Nurses and Program Assistants

Whereas, the parties have not agreed to the inclusion of language to cover casual employees at the Thunder Bay District Health Unit (TBDHU).

The parties agree that where a Registered Practical Nurse (RPN) has been retained on a casual "as needed" basis by the TBDHU, the RPN shall be covered under the terms and conditions for part-time employees, amended and/or prorated as necessary in accordance with the hours of work of such Casual RPN.

The parties agree that where a Program Assistant (PA) has been retained on a casual "as needed" basis by the TBDHU, the PA shall be covered under the terms and conditions for part-time employees, amended and/or prorated as necessary in accordance with the hours of work of such Casual PA.

DATED in THUNDER BAY this 18 day of June, 2024

FOR THE EMPLOYER

[Signature]
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]

LETTER OF UNDERSTANDING

BETWEEN:

THUNDER BAY DISTRICT HEALTH UNIT

-and-

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1759

Re: Accommodation of Spiritual or Cultural Observances

The parties agree to make reasonable efforts to modify schedules, subject to the Employers' operational requirements, to allow an employee to attend or participate in spiritual or cultural observances required by faith or culture.

DATED in THUNDER BAY this 19 day of June, 2024

FOR THE EMPLOYER

[Signature]
D. Hancock
[Signature]
[Signature]

FOR THE UNION

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

A.01 Certificates

Effective January 1, 1990 Public Health Inspectors shall receive an annual educational allowance of five hundred dollars (\$500.00) upon presentation to the Employer of a certificate in Environmental Health Administration.

A.02 The daily rate of pay shall be calculated by dividing the annual rate by 260.

The bi-weekly rate of pay shall be calculated by dividing the annual rate by 26.

A.03 In determining a new employee's start rate on the Schedule "A" salary grid, the Employer may consider an employee's recent years of experience in a comparable position.

SCHEDULE "A" – CLASSIFICATIONS AND SALARY SCALES

YEARLY AND HOURLY RATES (AS OF JANUARY 1, 2023)

Branch PA travel premium \$1.66

(3% increase for all classifications) (1820 hours per year)

Position	Start	1	2	3	4	5	6	7	8	9	10	11
Program Assistant	45,240.63 24.86	45,754.21 25.14	46,245.47 25.41	46,781.40 25.70	47,272.65 25.97	47,808.57 26.27	48,299.83 26.54	48,813.42 26.82	49,327.01 27.10	49,840.61 27.38	50,376.52 27.68	
Dental Assistant; Dental Health Educator Purchasing & Inventory Control Asst Branch PA – Travel time only	48,813.42 26.82	49,327.01 27.10	49,840.61 27.38	50,376.52 27.68	50,867.79 27.95	51,359.05 28.22	51,917.31 28.53	52,386.23 28.78	52,922.15 29.08	53,458.08 29.37	53,926.99 29.63	
Health Promotion Assistant (Communications)	50,532.84 27.77	51,068.75 28.06	51,560.02 28.33	52,073.61 28.61	52,609.54 28.91	53,078.46 29.16	53,614.38 29.46	54,172.64 29.77	54,619.23 30.01	55,155.15 30.31	55,713.41 30.61	
RPN (Registered Practical Nurse)	54,194.95 29.78	54,708.55 30.06	55,222.15 30.34	55,735.74 30.62	56,249.32 30.91	56,740.58 31.18	57,276.51 31.47	57,812.42 31.77	58,281.35 32.02	58,817.28 32.32	59,353.19 32.61	
TCAN Youth Advisor (CUPE position effective Apr. 18, 2008)		52,229.92 28.70	54,127.98 29.74	55,936.70 30.73	57,767.76 31.74	59,643.49 32.77	61,474.54 33.78					
Tobacco Enforcement Officer	57,790.09 31.75	58,482.32 32.53	59,196.89 32.53	59,889.12 32.91	60,626.00 33.31	61,318.24 33.69	62,055.13 34.10	62,792.02 34.50	63,528.91 34.91	64,288.13 35.32	65,047.35 35.74	
Social Worker		66,990.06 36.81	69,379.38 38.12	71,746.36 39.42	74,113.34 40.72	76,480.34 42.02	78,847.30 43.32					
Dental Hygienist Uncertified Public Health Inspector (PHI)	66,163.84 36.35	67,525.99 37.10	68,865.78 37.84	70,205.59 38.57	71,545.38 39.31	72,885.19 40.05	74,247.80 40.80	75,609.46 41.54	76,926.91 42.27	78,289.05 43.02	79,628.85 43.75	
Health Promoter (effective Dec.2017) Northern Fruit & Vegetables Program Lead NFVP Enhancement Lead		67,418.87 37.04	69,798.59 38.35	72,178.30 39.66	74,558.09 40.97	76,937.72 42.27	79,317.44 43.58					
Certified Public Health Inspector (\$500 incl. in Total)	70,299.27 38.63	71,639.07 39.36	72,978.88 40.10	74,318.69 40.83	75,658.48 41.57	77,020.61 42.32	78,382.75 43.07	79,744.88 43.82	81,040.01 44.53	82,402.14 45.28	83,786.60 46.04	
Senior Public Health Inspector (PHI)	76,309.03 41.93	77,514.84 42.59	78,698.35 43.24	79,904.17 43.90	81,109.98 44.57	82,360.47 45.25	83,476.98 45.87	84,660.46 46.52	85,910.95 47.20	87,139.08 47.88	88,344.92 48.54	
Septic Inspector/Land Development Officer (LDO)	51,939.63 28.54	53,368.76 29.32	54,730.88 30.07	56,182.33 30.87	57,633.79 31.67	59,062.90 32.45	60,469.70 33.23	61,898.83 34.01	63,327.94 34.80	64,734.74 35.57	66,163.84 36.35	
Current Land Development Officer is paid At step 11 per 2014 settlement (R. Kraemer)	57,132.47 31.39	58,561.60 32.18	59,923.73 32.93	61,375.18 33.72	62,826.64 34.52	64,255.75 35.31	65,662.55 36.08	67,091.68 36.86	68,520.78 37.65	69,927.58 38.42	71,356.69 39.21	75,092.06 41.26
Healthy Smiles Facilitator and Youth Engagement Facilitator (Effective Nov 4/13)		61,664.46 33.88	63,840.97 35.08	66,017.49 36.27	68,194.01 37.47	70,370.52 38.67	72,547.04 39.86					
Certified Public Health Inspector (PHI) Includes \$500.00 annually as per A.01 (Has an Environmental Health Degree)	70,314.65 38.63	71,154.44 39.37	72,994.25 40.11	74,334.06 40.84	75,673.86 41.58	77,035.98 42.33	78,398.12 43.08	79,760.25 43.82	81,055.39 44.54	82,417.52 45.28	83,801.97 46.05	
Senior Public Health Inspector (PHI) Includes \$500.00 annually as per A.01 (Has an Environmental Health Degree)	76,879.67 42.24	78,085.49 42.90	79,269.00 43.55	80,474.81 44.22	81,680.63 44.88	82,931.11 45.57	84,047.62 46.18	85,231.10 46.83	86,481.59 47.52	87,709.72 48.19	88,915.56 48.85	
HIV/TB Lead (effective March 2020)		67,187.19 36.92	69,558.73 38.22	71,930.26 39.52	74,301.80 40.83	76,673.33 42.13	79,044.88 43.43					
Genetics Counsellor - Effective Nov 4/13		78,625.06 43.20	81,400.09 44.73	84,175.13 46.25	86,950.15 47.77	89,725.19 49.30	92,500.21 50.82					
Children's Visual Health Prog. Facilitator (Mar. 7/19)		63,430.23 34.85	65,669.08 36.08	67,907.91 37.31	70,146.75 38.54	72,385.61 39.77	74,624.45 41.00					
Outreach Worker Harm Reduction – Eff. (Mar 7/19)		59,021.49 32.43	61,105.51 33.57	63,188.31 34.72	65,271.13 35.86	67,353.95 37.01	69,437.97 38.15					

SCHEDULE "A" – CLASSIFICATIONS AND SALARY SCALES

YEARLY AND HOURLY RATES (AS OF JANUARY 1, 2024)

Branch PA travel premium \$1.66

(3% increase for all classifications) (1820 hours per year)

Position	Start	1	2	3	4	5	6	7	8	9	10	11
Program Assistant	46,597.85 25.60	47,126.84 25.89	47,632.83 26.17	48,184.84 26.48	48,690.83 26.75	49,242.83 27.06	49,748.82 27.33	50,277.83 27.63	50,806.82 27.92	51,335.83 28.21	51,887.82 28.51	
Dental Assistant; Dental Health Educator Purchasing & Inventory Control Asst Branch PA – Travel time only	50,277.83 27.63	50,806.82 27.92	51,335.83 28.21	51,887.82 28.51	52,393.83 28.79	52,899.82 29.07	53,474.83 29.38	53,957.82 29.65	54,509.81 29.95	55,061.82 30.25	55,544.80 30.52	
Health Promotion Assistant (Communications)	52,048.82 28.60	52,600.82 28.90	53,106.82 29.18	53,635.82 29.47	54,187.82 29.77	54,670.81 30.04	55,222.81 30.34	55,797.82 30.66	56,257.81 30.91	56,809.80 31.21	57,384.81 31.53	
RPN (Registered Practical Nurse)	55,820.80 30.67	56,349.81 30.96	56,878.82 31.25	57,407.81 31.54	57,936.80 31.83	58,442.80 32.11	58,994.80 32.41	59,546.80 32.72	60,029.79 32.98	60,581.80 33.29	61,133.79 33.59	
TCAN Youth Advisor (CUPE position effective Apr. 18, 2008)		53,796.82 29.56	55,751.81 30.63	57,614.80 31.66	59,500.80 32.69	61,432.79 33.75	63,318.78 34.79					
Tobacco Enforcement Officer	59,523.80 32.71	60,236.79 33.10	60,972.80 33.50	61,685.80 33.89	62,444.78 34.31	63,157.79 34.70	63,916.78 35.12	64,675.78 35.54	65,434.78 35.95	66,216.77 36.38	66,998.77 36.81	
Social Worker		68,999.77 37.91	71,460.76 39.26	73,898.75 40.60	76,336.74 41.94	78,774.74 43.28	81,212.72 44.62					
Dental Hygienist Uncertified Public Health Inspector (PHI)	68,148.76 37.44	69,551.77 38.22	70,931.75 38.97	72,311.75 39.73	73,691.75 40.49	75,071.75 41.25	76,474.74 42.02	77,877.74 42.79	79,234.72 43.54	80,637.73 44.31	82,017.72 45.06	
Health Promoter (effective Dec.2017) Northern Fruit & Vegetables Program Lead NFVP Enhancement Lead		69,441.43 38.15	71,892.54 39.50	74,343.65 40.85	76,794.83 42.19	79,245.86 43.54	81,696.96 44.89					
Certified Public Health Inspector (PHI) \$500 included in Total	72,408.25 39.78	73,788.24 40.54	75,168.24 41.30	76,548.25 42.06	77,928.24 42.82	79,331.23 43.59	80,734.23 44.36	82,137.22 45.13	83,471.21 45.86	84,874.21 46.63	86,300.20 47.42	
Senior Public Health Inspector (PHI)	78,598.30 43.19	79,840.29 43.87	81,059.30 44.54	82,301.29 45.22	83,543.28 45.90	84,831.28 46.61	85,981.29 47.24	87,200.27 47.91	88,488.28 48.62	89,753.25 49.31	90,995.27 50.00	
Septic Inspector/Land Development Officer (LDO)	53,497.81 29.39	54,969.82 30.20	56,372.81 30.97	57,867.80 31.80	59,362.81 32.62	60,834.79 33.43	62,283.79 34.22	63,755.79 35.03	65,227.77 35.84	66,676.78 36.64	68,148.76 37.44	
Current Land Development Officer is paid At step 11 per 2014 settlement (R. Kraemer)	58,846.45 32.33	60,318.45 33.14	61,721.44 33.91	63,216.43 34.73	64,711.44 35.56	66,183.42 36.36	67,632.42 37.16	69,104.43 37.97	70,576.41 38.78	72,025.41 39.57	73,497.39 40.38	77,344.82 42.50
Healthy Smiles Facilitator and Youth Engagement Facilitator (Effective Nov 4/13)		63,514.39 34.90	65,756.20 36.13	67,998.01 37.36	70,239.83 38.59	72,481.64 39.83	74,723.45 41.06					
Certified Public Health Inspector (PHI) Includes \$500.00 annually as per A.01 (Has an Environmental Health Degree)	72,424.08 39.79	73,804.08 40.55	75,184.08 41.31	76,564.08 42.07	77,944.07 42.83	79,347.06 43.60	80,750.07 44.37	82,153.06 45.14	83,487.05 45.87	84,890.04 46.64	86,316.03 47.43	
Senior Public Health Inspector (PHI) Includes \$500.00 annually as per A.01 (Has an Environmental Health Degree)	79,186.06 43.51	80,428.05 44.19	81,647.07 44.86	82,889.05 45.54	84,131.04 46.23	85,419.05 46.93	86,569.05 47.57	87,788.04 48.24	89,076.04 48.94	90,341.02 49.64	91,583.03 50.32	
HIV/TB Lead (effective March 2020)		69,202.81 38.02	71,645.49 39.37	74,088.17 40.71	76,530.86 42.05	78,973.53 43.39	81,416.22 44.73					
Genetics Counselor - Effective Nov 4/13		80,983.81 44.50	83,842.09 46.07	86,700.38 47.64	89,558.66 49.21	92,416.94 50.78	95,275.22 52.35					
Children's Visual Health Prog. Facilitator (Mar. 7/19)		65,333.14 35.90	67,639.15 37.16	69,945.15 38.43	72,251.15 39.70	74,557.17 40.97	76,863.18 42.23					
Outreach Worker Harm Reduction Eff. (Mar. 7/19)		60,792.13 33.40	62,938.68 34.58	65,083.96 35.76	67,229.26 36.94	69,374.57 38.12	71,521.11 39.30					

SCHEDULE "A" – CLASSIFICATIONS AND SALARY SCALES

YEARLY AND HOURLY RATES (AS OF JANUARY 1, 2025)

Branch PA travel premium \$1.66

(2.25% Increase for all classifications) (1820 hours per year)

Position	Start	1	2	3	4	5	6	7	8	9	10	11
Program Assistant	47,646.30 26.18	48,187.19 26.48	48,704.57 26.76	49,269.00 27.07	49,786.38 27.36	50,350.79 27.67	50,868.17 27.95	51,409.08 28.25	51,949.97 28.54	52,490.88 28.84	53,055.30 29.15	
Dental Assistant; Dental Health Educator Purchasing & Inventory Control Asst Branch PA Travel time only	51,409.08 28.25	51,949.97 28.54	52,490.88 28.84	53,055.30 29.15	53,572.69 29.44	54,090.07 29.72	54,678.01 30.04	55,171.87 30.31	55,736.28 30.62	56,300.71 30.93	56,794.56 31.21	
Health Promotion Assistant (Communications)	53,219.92 29.24	53,784.33 29.55	54,301.73 29.84	54,842.62 30.13	55,407.05 30.44	55,900.91 30.71	56,465.32 31.02	57,053.27 31.35	57,523.61 31.61	58,088.02 31.92	58,675.97 32.24	
RPN (Registered Practical Nurse)	57,076.77 31.36	57,617.68 31.66	58,158.59 31.96	58,699.48 32.25	59,240.38 32.55	59,757.76 32.83	60,322.19 33.14	60,886.60 33.45	61,380.46 33.73	61,944.89 34.04	62,509.30 34.35	
TCAN Youth Advisor (CUPE position effective Apr. 18 2006)		55,007.25 30.22	57,006.23 31.32	58,911.13 32.37	60,839.56 33.43	62,815.03 34.51	64,743.45 35.57					
Tobacco Enforcement Officer	60,863.08 33.44	61,592.12 33.84	62,344.69 34.26	63,073.73 34.66	63,849.79 35.08	64,578.84 35.48	65,354.91 35.91	66,130.98 36.34	66,907.06 36.76	67,706.65 37.20	68,506.24 37.64	
Social Worker		70,552.26 38.76	73,068.62 40.15	75,561.47 41.52	78,054.32 42.89	80,547.17 44.26	83,040.01 45.63					
Dental Hygienist Uncertified Public Health Inspector (PHI)	69,682.10 38.29	71,116.69 39.08	72,527.72 39.85	73,938.77 40.63	75,349.81 41.40	76,760.86 42.18	78,195.42 42.96	79,629.99 43.75	81,017.50 44.52	82,452.07 45.30	83,863.11 46.08	
Health Promoter (effective Dec.2017) Northern Fruit & Vegetables Program Lead NFVP Enhancement Lead		71,003.87 39.01	73,510.13 40.39	76,016.38 41.77	78,522.71 43.14	81,028.89 44.52	83,535.15 45.90					
Certified Public Health Inspector (PHI) \$500 included in Total	74,037.44 40.68	75,448.48 41.46	76,859.53 42.23	78,270.58 43.01	79,681.62 43.78	81,116.18 44.57	82,550.75 45.36	83,985.31 46.15	85,349.32 46.90	86,783.87 47.68	88,241.95 48.48	
Senior Public Health Inspector (PHI)	80,366.76 44.16	81,636.70 44.86	82,883.14 45.54	84,153.07 46.24	85,423.01 46.94	86,739.99 47.66	87,915.86 48.31	89,162.28 48.99	90,479.26 49.71	91,772.70 50.42	93,042.66 51.12	
Septic Inspector/Land Development Officer (LDO)	54,701.51 30.06	56,206.64 30.88	57,641.20 31.67	59,169.83 32.51	60,698.47 33.35	62,203.57 34.18	63,685.18 34.99	65,190.30 35.82	66,695.40 36.65	68,177.01 37.46	69,682.10 38.29	
Current Land Development Officer is paid At step 11 per 2014 settlement (R. Kraemer)	60,170.49 33.06	61,675.62 33.89	63,110.18 34.68	64,638.80 35.52	66,167.45 36.36	67,672.55 37.18	69,1543.15 38.00	70,659.28 38.82	72,164.38 39.65	73,645.98 40.46	75,151.08 41.29	79,085.08 43.45
Healthy Smiles Facilitator and Youth Engagement Facilitator (Effective Nov 4/13)		64,943.46 35.68	67,235.72 36.94	69,527.97 38.20	71,820.22 39.46	74,112.48 40.72	76,404.73 41.98					
Certified Public Health Inspector (PHI) Includes \$500.00 annually as per A.01 (Has an Environmental Health Degree)	74,053.63 40.69	75,464.67 41.46	76,875.72 42.24	78,286.77 43.01	79,697.81 43.79	81,132.37 44.58	82,566.94 45.37	84,001.50 46.15	85,365.51 46.90	86,800.07 47.69	88,258.14 48.49	
Senior Public Health Inspector (PHI) Includes \$500.00 annually as per A.01 (Has an Environmental Health Degree)	80,967.75 44.49	82,237.68 45.19	83,484.12 45.87	84,754.06 46.57	86,023.99 47.27	87,340.97 47.99	88,516.85 48.64	89,763.27 49.32	91,080.25 50.04	92,373.69 50.75	93,643.65 51.45	
HIV/TB Lead (Effective March 2020)		70,759.87 38.88	73,257.52 40.25	75,755.15 41.62	78,252.80 43.00	80,750.44 44.37	83,248.09 45.74					
Genetics Counsellor - Effective Nov 4/13		82,805.94 45.50	85,728.54 47.10	88,651.14 48.71	91,573.73 50.32	94,496.32 51.92	97,418.91 53.53					
Children's Visual Health Prog. Facilitator (Mar. 7/19)		66,803.14 36.71	69,161.03 38.00	71,518.91 39.30	73,876.80 40.59	76,234.71 41.89	78,592.60 43.18					
Outreach Worker Harm Reduction – Eff. (Mar. 7/19)		62,159.95 34.15	64,354.80 35.36	66,548.35 36.57	68,741.92 37.77	70,935.50 38.98	73,130.34 40.18					

Annual Increments Language

The annual pay increments for Full-time employees are effective on the employee's anniversary date.

Pay increments for Part-time employees are effective after each 1680 hours worked.