

This Agreement is made and entered into

This 1st day of April, 2014

BETWEEN

**ALGOMA PUBLIC HEALTH
(Hereinafter referred to as the Employer)**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, AND ITS LOCAL NO.1528
(Hereinafter referred to as the Union)**

Expiry Date: March 31, 2017

cope-491/Aug.18,2015

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ARTICLE 1:00 – UNION RECOGNITION

1:01 The Employer recognizes the Union as the sole bargaining agent for all clerical employees, public health inspectors, senior public health inspectors, environmental assistants, inspectors-in-training, dental hygienists, dental health educators, senior dental health educators, registered practical nurses, parent-child advisors and senior parent-child advisors of Algoma Public Health in the District of Algoma save and except Executive Assistant to the Medical Officer of Health and Board Secretary, Executive Assistants, Financial Analyst, Chief Financial Officer/Chief Operating Officer, Director of Community Services, Chief Nursing Officer/Director of Clinical Services, Director of Human Resources and Corporate Services, Program Managers, District Offices Manager, Administrative Assistants to the Administration Department, Manager of Records Storage and Facilities, Media Coordinator, and students employed during school vacation periods/or practicum and persons covered by a subsisting collective agreement between Algoma Public Health and the Ontario Nurses Association.

ARTICLE 2:00 –DEFINITIONS

2:01 Full-time Employee

Full-time employees shall regularly work thirty-five (35) hours per week.

2:02 Part-time Employee

Part-time employees shall be regularly scheduled to work twenty-eight (28) hours or less per week.

2:03 Casual Employee

Casual part-time employee is an employee who works on an "on call" or "short term" basis whose employment may vary in length from day to day and week to week.

At no time shall these occasions exceed seven (7) continuous full-time months of service. Should these occasions exceed seven (7) continuous full-time months of service, the Employer shall post in accordance with Article 10, as a permanent position.

2:04 Temporary Employee

Temporary employee is an employee who works for a temporary period of time due to an absence of a full-time or regular part-time employee for reasons such as pregnancy/parental leave, sick leave, filling in for an employee on modified work, or to work on a special project.

2:05 Standby

Standby shall be defined as, any employee who has been requested to carry a pager by management and/or to make themselves available for call outs after normal working hours.

ARTICLE 3:00 – UNION SECURITY

3:01 The Employer agrees, upon receipt of signed authorization from present employees, to deduct from the earnings of such employees the regular Union dues and to submit by cheque regularly each month to the CUPE National Secretary-Treasurer of the Union the full amount of dues so collected accompanied by a list of all employees from whose wages the deductions have been made.

The Union shall indemnify and save the Employer harmless with respect to all dues so deducted and remitted.

3:02 The Employer agrees that all new employees shall become and remain members of the Union. The Employer shall deduct a onetime initiation fee and the monthly union dues from the employee's first pay and each subsequent pay deduct the monthly union dues thereafter and remit same as set out in Article 3:01.

3:03 Persons whose jobs are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except for the purposes of instruction, experimenting or emergencies when regular employees are not available.

3:04 In order to provide job security for the members of the bargaining unit, no permanent employee shall be laid off or suffer any wage reduction as a result of contracting out.

- 3:05 When new positions within the bargaining unit are created the Employer shall meet with the Union to discuss the duties and salary of such positions prior to posting.
- 3:06 The Employer agrees to notify the Union, in writing when an employee covered by this agreement is hired, promoted, demoted, transferred, laid off, recalled, reclassified, or resigns, within two (2) weeks.
- 3:07 The Employer agrees that an officer of CUPE or Union Representative shall be allowed a reasonable period (maximum of thirty (30) minutes) during regular working hours to meet newly hired employees who are represented by CUPE. During such meeting, membership forms may be provided to the employee. These meetings shall be scheduled in advance and may be arranged collectively or individually by the Employer. Meetings with newly hired employees in the District Offices will be conducted by telephone where necessary.

ARTICLE 4:00 – MANAGEMENT RIGHTS

- 4:01 The Union agrees that the management of the Employer and the direction of the working forces are vested exclusively with the Employer. Subject to the provisions of this Agreement, the Employer retains the sole right to hire, lay off, assign, promote, demote, transfer and to discipline, suspend or discharge employees for proper cause and to determine the starting and quitting time and the number of hours to be worked. The Employer also has the sole and exclusive responsibility over the use of improved methods, machinery and equipment and jurisdiction over all operations, buildings and tools which are the property of the Employer. The Employer shall exercise his rights to assign job duties and to direct the working forces in a fair and reasonable manner.

ARTICLE 5:00 – DISCRIMINATION

- 5:01 No employee shall be discriminated against by the Employer or the Union because he is or is not a member of the Union, because of Union activities, or because of exercising any right provided by law or by this agreement.
- 5:02 The Human Rights Code will make up a part of this collective agreement and shall be enforceable through the Grievance/Arbitration procedure.

ARTICLE 6:00 – REPRESENTATION

- 6:01 The Employer acknowledges the right of the Union to select a negotiating committee of not more than three employees of the Employer.
- 6:02 In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint or elect stewards. The stewards so selected shall constitute the grievance committee but shall consist of not more than three employees.
- 6:03 The names of the members of such committees shall be given to the Employer in writing and the Employer shall not be required to recognize members of committees until it has been notified in writing of the names of same.
- 6:04 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees.
- 6:05 The Union agrees that neither it nor its members will engage in Union activities during working hours or hold meetings at any time on the Employer's premises without permission of the Employer.
- 6:06 The Union acknowledges that the stewards, members of the Grievance and Negotiating Committees and Union Officers have regular duties to perform on behalf of the Employer. Such persons can be absent for a reasonable period of time, with the permission of their Program Manager or designate, in order to deal with the grievance of employees or with other union business and that in accordance with this understanding, the Employer shall not make any deductions from such employees for time so spent. Such time shall be straight time regularly scheduled working hours only.
- 6:07 An employee shall be allowed reasonable access to his/her personnel file in accordance with the Employer's policy.
- 6:08 Progressive Discipline
- The Employer will notify the employee(s) and the Union of all discipline or discharge actions in writing immediately giving the name of the employee concerned and reason for the discipline or discharge. In cases of discipline matters involving dismissal, loss of pay, or written warnings the

employee shall receive written notification of the disciplinary action in the presence of the Union Steward or Union Representative.

Copies of grievances filed by an employee shall not be kept as part of the individual's personnel file.

ARTICLE 7:00 – GRIEVANCE PROCEDURE

7:01 Grievances shall specify the clause or clauses in the Agreement which it is believed the Employer has violated and shall state in what manner the Employer's interpretation of a clause is disputed. Requests for grievance hearings and replies following such hearing shall be in writing at all steps. Every effort will be made to schedule grievance meetings during normal working hours.

DISCUSSION STAGE

Prior to filing a grievance the employee will meet and discuss the issue with their immediate Program Manager or designate. The employee must notify the Program Manager or designate in writing that the meeting is a discussion stage of the grievance process. Such meeting shall occur within fifteen (15) working days of the occurrence or when the employee ought to have become aware. The Program Manager or designate shall respond in writing to the employee within five (5) working days from the meeting date.

STEP I

Failing a satisfactory resolution at the discussion stage the union may within ten (10) working days of the Program Manager or designates written response file a grievance at Step I. The employee accompanied with a union representative shall meet with the Program Manager or designate (who may elect to be accompanied by one person) in an attempt to resolve the grievance. The Program Manager or designate shall give a written decision to the grievor and union within five (5) working days.

STEP II

If the union considers that a satisfactory settlement was not reached at Step I, it may within ten (10) working days of the receipt of the Step I reply, request a meeting with the Medical Officer of Health or designate. The

Medical Officer of Health or designate shall meet with the employee and the union representative. It is understood that the Medical Officer of Health or Union may have such counsel or assistance as he/she may desire at such meeting. In the event that either party decides to be accompanied by counsel they will advise the other party in advance of the grievance meeting. The Medical Officer of Health or designate will provide a written decision within ten (10) working days of the Step II meeting.

STEP III

If the Union considers that a satisfactory settlement was not reached at Step II, it may within fifteen (15) working days of the receipt of the Step II reply, request that the grievance be referred to binding arbitration.

- 7:02 Where the dispute involves a question of general application or interpretation of the terms of the agreement, or the suspension or discharge of an employee either the Union or the Employer may file a grievance at Step II of the grievance procedure.
- 7:03 Time limits set out in this article shall be strictly observed by the parties to this agreement but may be extended by mutual consent.
- 7:04 For the purpose of this article, a work day is defined as a regular work day from Monday to Friday (from 0830 to 1630 hours), excluding statutory holidays.

GRIEVANCE MEDIATION OFFICER

- 7:05 The Employer and the Union may agree to the appointment of a Grievance Mediation Officer, whose expenses will be shared between the parties to the collective agreement, in an endeavour to effect a settlement prior to arbitration.

ARBITRATION

- 7:06 Failing settlement under the foregoing grievance procedure of any grievance between the parties arising from the interpretation, application, administration or alleged violation of the agreement, including any question as to whether a matter is arbitrable, such grievance may be submitted to arbitration as hereinafter provided.

- 7:07 When either party wishes to have a grievance referred to arbitration it shall give written notice of such referral to the other party within the time limits set out above, and at the same time appoint its nominee to the Arbitration Board. Within fifteen (15) working days, the other party shall appoint its nominee, provided that if such party fails to appoint its nominee, the Minister of Labour for the Province of Ontario shall have the power to effect such appointment upon application by the party invoking the arbitration procedure. The two nominees shall attempt to select, by agreement, a chairperson of the Arbitration Board. If no written notice of referral to arbitration is received within fifteen (15) working days after the decision under Step III of the Grievance Procedure, the grievance shall be deemed to have been abandoned.
- 7:08 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify, add to, or amend any part of this agreement.
- 7:09 Each of the parties to the collective agreement will bear the expense of the nominee appointed by it and the parties will share equally the fees and expenses of the chairperson of the Arbitration Board.
- 7:10 Wherever Arbitration Board is referred to in the agreement, the parties may mutually agree in writing to substitute a single arbitrator for the Arbitration Board at the time of reference to arbitration and the other provisions referring to the Arbitration Board shall appropriately apply.
- 7:11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance procedure.
- 7:12 Upon request employees shall have access to their personnel file. Access to their personnel file shall be provided in a timely manner.

ARTICLE 8:00 – STRIKES AND LOCKOUTS

- 8:01 In view of the orderly procedure established for the disposition of grievances and complaints there shall be no lockout by the Employer and no interruption of work, work stoppage, strikes, sit-down, slow-down or other collective action which will interfere with the services of the Employer for the duration of this agreement.

ARTICLE 9:00 – SENIORITY

9:01 Seniority shall commence and accumulate from the date on which an employee last commenced employment with the Employer.

9:02 Seniority shall be forfeited and the employee shall no longer be an employee if the employee:

- (1) voluntarily quits his employment;
- (2) is discharged for just cause;
- (3) is absent on lay-off for a period in excess of twenty-four (24) consecutive months;
- (4) fails to report to work within fifteen days of being notified by registered mail to return to work following a lay-off;
- (5) is absent without permission or just cause for three (3) consecutive working days;
- (6) is absent from work for more than twenty-four (24) months because of sickness or physical disability or both or by reason of absence while on WSIB or LTD;
- (7) Utilizes a leave of absence for purposes other than those for which the leave may have been granted;
- (8) Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause.

Prior to the termination of employees under this clause, the employer agrees to assess the employee's status to ensure that any action taken by the employer complies with applicable legislation.

9:03 Newly hired employees shall be considered on probation for a period of nine hundred and ten (910) hours or six (6) months whichever comes first from the date of hire. During such period the employee shall not be subject to rights under the grievance procedure in the event of discharge. Employees who have completed the probationary period will be placed on

the seniority list and credited with seniority from the day they last commenced work.

All probationary employees will participate in a formal evaluation with their program manager during the third month of probation.

By mutual agreement the probationary period may be extended to compensate for extended absences for reasons of a personal or medical nature. In no case shall an employee be required to complete more than one Probationary Period.

9:04 The parties recognize the decreases in forces and recalls after lay-offs shall be related to the length of continuous service and where in the opinion of the Employer, performance, experience, ability and qualifications are relatively equal, then seniority will be the deciding factor.

- a) A lay-off is defined as a reduction in the work force of the bargaining unit.
- b) In the event that a lay-off occurs and a senior employee is displaced from their position such employee shall have the right to bump the junior employee in a position of the same or lower classification provided such employee has the ability to perform the job.
- c) Employees shall be recalled in order of their seniority. No new employees shall be hired until those on lay-off have been given the opportunity of recall.

9:05 An up to date seniority list shall be posted annually on the Employer's premises by the end of January.

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

The thirty (30) calendar days shall be extended for individual employees who are absent as a result of illness, vacation, leave of absence, etc., to five (5) of the individual's working days following their return to work.

9:06 Once a seniority list has been finalized the only protest which will be considered against the next posted list shall be protests relative to errors or omissions occurring since the date of the previous list.

9:07 An employee who transfers to a position outside of the bargaining unit shall retain but not accumulate seniority held at the time of transfer. In the event that the employee returns to a position in the bargaining unit, such employee shall be credited with the seniority held at the time of transfer and resume accumulating from the date of the return to the bargaining unit. The right to return to the bargaining unit with the seniority held at the time of transfer must be exercised within four months of the date of such transfer otherwise this right is lost.

ARTICLE 10:00 – JOB VACANCY

10:01 Where the Employer determines that a vacancy exists within the bargaining unit, or where a temporary vacancy arises as a result of the necessity to replace an employee on a leave of absence such as a pregnancy/parental leave, sick leave, filling in for an employee on modified work or to work on a special project expected to be for twelve (12) weeks or longer, the Employer shall post a notice of vacancy for a period of (5) working days.

10:02 In all job postings the following factors shall be considered:

- 1) ability to perform the work
- 2) relevant qualifications and experience
- 3) seniority

Where the ability to perform the work, relevant qualifications and experience are considered to be equal, seniority shall be the determining factor.

The Employer reserves the right to interview only those employees who meet the minimum relevant qualifications and experience requirements on the job posting.

10:03 Any employee wishing to make application shall do so within the required time limit, in writing. All applications will be acknowledged within fourteen (14) days of receipt in writing.

10:04 While the vacancy is being posted and filled, the Employer is free to fill the vacancy on a temporary basis. The Employer shall place the successful employee in their new position within seventy-five (75) days from the date the job was posted.

An employee awarded a temporary vacancy shall not be entitled to apply for another temporary vacancy until forty-five (45) days before the position occupied is completed.

10:05 All job postings will contain at least the following:

- 1) Job Class
- 2) Minimum relevant qualifications and experience requirements
- 3) Full Time Equivalent
- 4) Location
- 5) Program

Any vacancy not awarded internally within seventy-five (75) days of the expiry day of such job posting shall be considered cancelled and prior to filling such vacancy it will be posting in accordance with Article 10:01.

Any vacancy having no qualified internal applicants that has not been awarded within one hundred and eighty (180) days of the expiry date of the job posting shall be considered cancelled and prior to filling such vacancy it shall be posted in accordance with Article 10:01.

10:06 Notification to Union- Successful Applicant

The Union shall receive notification via e-mail of the successful applicant(s) within seven (7) calendar days of the decision of the Employer.

10:07 Trial Period

An employee awarded a position shall be placed on a trial period of not more than thirty (30) calendar days. If performance is satisfactory during the trial period, the employee shall be confirmed in the position. 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.

10.08 The successful applicant cannot apply for job postings for three (3) months following the commencement in the position, unless by mutual

agreement between the Employer and the Union and said agreement will not be arbitrarily withheld.

- 10.09 The Employer may advertise externally during the internal posting procedure provided that no external applicant is hired until the internal posting process has been completed.

ARTICLE 11:00 – HOURS OF WORK

- 11:01 The standard work day shall be seven (7) hours exclusive of a one (1) hour unpaid meal break and the standard work week shall be thirty-five (35) hours. The meal period shall be an uninterrupted period except in cases of emergency.
- 11:02 All time worked beyond the normal work day, the normal work week or on a statutory holiday shall be considered as overtime.
- 11:03
- a) All hours worked outside the regular hours, when authorized by a Program Manager or designate shall constitute overtime and shall be compensated by time off at the rate of one (1) hour for every hour worked in excess of seventy (70) hours but not more than eighty (80) hours in a pay period.
 - b) Any employee working in excess of eighty (80) hours in a pay period shall receive time and one half in money/time for every hour worked in excess of seventy (70) hours.
 - c) It is agreed that the overtime hours may be accumulated to the closest quarter hour and taken within one hundred twenty (120) days of the occurrence at a time mutually agreed upon by the employee and her/his Program Manager or designate.
 - d) Overtime or time in lieu hours not taken within one hundred and twenty (120) days of the occurrence shall be paid out at the appropriate rate of pay. Time limits may be extended to one hundred and eighty (180) days by mutual agreement between the employee and their Program Manager or designate.
- 11:04 An employee who is called-out to perform non-scheduled work shall be paid a minimum of four (4) hours' pay at their regular rate or may choose to take lieu time.

- 11:05 The employee shall be allowed a rest period of fifteen (15) consecutive minutes in both the first half and the second half of the day. The employee cannot accumulate rest period time not taken.
- 11:06 An employee who is designated to be on stand-by and available for work shall be paid two dollars and fifty (\$2.50) cents for each hour of stand by duty.

ARTICLE 12:00 – LEAVE OF ABSENCE

12:01 (a) Pregnancy Leave

The Employer shall grant a pregnancy leave of absence of seventeen (17) weeks or as allowed under the Employment Standards Act except where amended in this provision. An employee may extend the leave for a period of up to twelve (12) months duration inclusive of any parental leave. It is understood that such employee will give her Employer two (2) week's notice in writing of the date the leave is to begin, together with a medical certificate estimating the date of delivery.

In order to be eligible for the supplemental benefit, the employee shall be employed at Algoma Public Health for at least one (1) year. 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 Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall apply following completion of the two (2) 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 the commencement of the leave times her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks).

It is understood and agreed that such employee will notify her Program Manager or designate in writing four (4) weeks in advance of the expiry date of such leave of her intention to return to work. The employee shall be reinstated to her former position unless that position has been discontinued, in which case the employee shall be given a comparable job.

(b) Parental Leave

An employee who becomes a parent of a child is eligible to take a parental leave in accordance with the provisions of the *Employment Standards Act*, except where amended in this provision.

An employee who had taken a pregnancy leave under Article 12.01(a) is eligible to be granted a parental leave of up to eighteen (18) weeks or as allowed under the *Employment Standards Act*. An employee who is eligible for a parental leave who is the natural father or is an adoptive parent may extend the parental leave for a period of up to twelve (12) months duration, consideration being given to any requirement of adoption authorities. In cases of adoption, the employee shall advise the Employer as far in advance as possible with respect to a prospective adoption and shall request the leave of absence, in writing, upon receipt of confirmation of the pending adoption. If, because of late receipt of confirmation of the pending adoption, the employee finds it impossible to request the leave of absence in writing, the request may be made verbally and subsequently verified in writing.

In order to be eligible for the supplemental benefit, the employee shall be employed at Algoma Public Health for at least one (1) year. An employee who is on parental leave as provided under this Agreement who is not eligible for and who has not received pregnancy leave benefits pursuant to Section 18 of the *Employment Insurance Act* and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Insurance Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent of his/her regular weekly benefits and any other earnings. Such payment shall commence following completion of the two (2) week

employment insurance waiting period and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she/he is in receipt of Employment Insurance parental benefits and shall continue for a maximum period of ten (10) weeks. The Employee's regular weekly earnings shall be determined by multiplying his/her regular hourly rate on his/her last day worked prior to the commencement of the leave times his/her normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks).

On return from Parental Leave, the employee shall be reinstated to his/her former position, unless that position has been discontinued, in which case the employee shall be given a comparable job.

12:02 The Employer may grant leave of absence without loss of seniority and without pay for a period up to twenty-four (24) months to an employee requesting such leave for a good and sufficient cause. Where possible application for leave of absence shall be made at least two months prior to date of leave and the applicant shall be give notice in writing within fourteen (14) days from the date of application.

12:03 Bereavement Leave

Leave of absence without loss of pay up to a maximum of four (4) working days shall be granted to an employee to attend funerals in his/her immediate family. Immediate family means: spouse, common-law spouse, child/step child, daughter-in-law or son-in-law, father/step father, mother/step mother, brother or sister, mother-in-law or father-in-law, grandparents of either spouse, grandchildren. Leave of absence without loss of pay for one (1) working day shall be granted to an employee to attend the funeral of the employee's aunt, uncle, niece, nephew, brothers-in-law or sisters-in-law.

"Common-law spouse" as defined by the *Family Law Act*.

Notwithstanding the above, employees will be granted flexibility to distribute their compassionate leave entitlement over two (2) occasions, not exceeding five (5) days in total, within six (6) months of the death of the family member in order to attend the funeral or memorial service.

12:04 Leave of absence without pay and without loss of seniority may be granted to the employees elected or appointed to represent the Union on Union business. Provided, however, that such leave shall not be unreasonably withheld.

12:05 During such leaves of absence as set out in Article 12:04 above, the employee's salary and applicable benefits shall be maintained by the Employer. The Union agrees to reimburse the Employer for the above costs. There will be no loss of seniority or service during such leave of absence.

12:06 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit his employment unless the employee has prior written permission from the Administrator to take other employment.

12:07 Jury/Witness Duty

If an employee is required to serve as a juror in any court of law, or is required to attend as a witness in a court proceeding in which the Crown is a party, or is required by subpoena to attend a court of law or coroner's inquest in connection with a case arising from the employee's duties at Algoma Public Health, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies Algoma Public Health immediately on the employee's notification that he/she will be required to attend at court;
- b) presents proof of service requiring the employee's attendance;
- c) deposits with Algoma Public Health the full amount of compensation received excluding mileage, travelling and meal allowances and an official receipt thereof.

ARTICLE 13:00 – PAID HOLIDAYS

13.01 The following shall be recognized as holidays to be paid for at an employee's regular rate of pay providing the employee is not on leave of absence without pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day

Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Civic Holiday	Family Day

If any of the above holidays fall on a Saturday or Sunday, the Friday or the Monday as designated by the Employer shall be considered as the Paid Holiday for the purpose of this Agreement.

- 13.02 Part-time employees shall be paid for paid holidays on a pro-rata basis in accordance with time worked.
- 13.03 In the event an employee is required to work on one of the above holidays such employee shall be paid time and one-half (1½) her/his regular rate of pay for all hours worked in addition to holiday pay.
- 13.04 If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as the holiday.
- 13.05 If paid holidays fall within vacation time another day off with pay will be granted at a mutually agreed upon time.

ARTICLE 14:00 – VACATIONS WITH PAY

Vacation year runs from January 1 to December 31 and any improved vacation entitlement (as referenced in Article 14:03 to 14:04 inclusive) is effective on January 1 of the year the employee's anniversary date entitles them to the next higher level of entitlement.

- 14:01 Employees who have not completed a full year of employment by December 31, shall receive one and two-thirds days vacation for each full calendar month of service from the date of starting employment to a maximum of twenty (20) days.
- 14:02 All employees who have completed one (1) year of continuous service shall receive four (4) weeks annual vacation at their regular rate of pay.
- 14:03 All employees who have completed twelve (12) years or more of continuous service shall receive five (5) weeks annual vacation at their regular rate of pay.

- 14:04 All employees who have completed twenty two (22) years or more of continuous service shall receive six (6) weeks annual vacation at their regular rate of pay.
- 14:05 Applications for vacation between January 1 and June 30 must be submitted in writing to the employee's immediate Program Manager or designate before November 1 of the previous year. Approved vacation schedules for programs/divisions for the period January 1 to June 30, based on seniority will be posted by December 1st in each year.
- Applications for vacation between July 1 and December 31 must be submitted in writing to the employee's immediate Program Manager or designate before March 31st in each year. Approved vacation schedules, for programs/divisions for the period July 1 to December 31, based on seniority will be posted by April 30 in each year.
- Requests for vacation received after these dates will be approved on a first come basis. Where more than one request is made seniority shall be the deciding factor.
- Where possible employees shall be given the opportunity of receiving their vacation in an unbroken period of time.
- 14:06 Employees who are off work without pay for twenty (20) working days or more shall have their vacation entitlement reduced in proportion to such absence from work.
- 14:07 Part-time employees shall receive the same entitlement to vacation time as full-time employees and pay for vacation will be on a pro rata basis.
- 14:08 Casual employees will receive vacation pay at eight percent (8%) of their regular earnings and paid bi-weekly.
- 14:09 However, a declared emergency (as announced by the Mayor) would not fall under this provision and be considered a situation whereby the Employer has the right to suspend such vacation leave.
- 14:10 a) Where an employee's scheduled vacation is interrupted due to illness requiring the employee to be an in-patient in a hospital which commenced prior to and continues into the scheduled vacation period, the period of such hospitalization shall be considered sick leave.

- b) Where an employee's scheduled vacation is interrupted due to illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.
- c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits.
- d) Where an employee's scheduled vacation is interrupted due to bereavement or Union business, the employee shall be entitled to compassionate leave in accordance with Article 12.03 or Union leave in accordance with Article 12.04.
- e) The portion of the employee's vacation which is deemed to be compassionate or Union leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 15:00 – PENSION

15:01 All full time employees shall be included in the Ontario Municipal Employees Retirement System.

Part time employees will have the option to be included in the system in accordance with the Act and Regulations.

15:02 The Employer agrees to cover the payment of premiums for the Green Shield Extended Care Plans and Supplementary Plan for employees who retire early on an unreduced early retirement pension from date of retirement to age 65. Benefits do not include unlimited fertility drugs and sleep apnea monitor.

ARTICLE 16:00 – SICK LEAVE

16:01 The provisions of this article shall cover employees absent from work as a result of personal disability caused by accident or sickness excluding accidents or illness covered by the Worker's Safety and Insurance Board.

16:02 Sick leave shall not be paid to employees with less than three (3) months service; however, upon completion of three (3) months service such employee shall be credited with ten and one-half (10.50) hours per month from date of employment.

Part-time employees shall accumulate sick leave on a pro-rata basis on total hours paid in proportion to a full time equivalent.

16:03 The above accumulated sick allowance shall be used entirely as sick leave and not have any monetary value at the completion of an employee's service with the Employer whether retiring voluntarily or dismissed for cause.

16:04 The length of service shall be calculated from the date of employment and such service must be continuous from said date of employment.

16:05 Such sick leave to be cumulative but in no case shall such sick leave exceed a period of one thousand, six hundred and eighty (1680) hours.

16:06 Recognized day off shall not be deducted from the accumulated sick leave.

16:07 Proof of Illness

No employee shall draw accumulated sick leave benefits, unless their absence from work is due to illness or injury.

An employee may be required to produce an employee medical report, when requested by the Employer, from the attending physician for any illness in excess of three (3) working days, certifying that such employee is unable to carry out his/her duties due to illness/injury. The employee is to submit the completed employee medical report to the Employer within five (5) days of the commencement of their absence. The Employer may accept a medical report beyond five (5) days of the commencement of the absence as long as the employee provides a reasonable justification for the delay.

The Employer shall have the right to require an employee to produce an employee medical report as per the Attendance Awareness Program.

An employee who will be absent due to illness must notify the Employer at 705 942-4646 or toll free 1-866-892-0172 no later than thirty (30) minutes after the commencement of their regular shift. Failure to give such notice may result in loss of sick leave benefits.

Any employee required to produce an employee medical report by the Employer shall receive reimbursement for same.

- 16:08 If an employee is off work as the result of injuries or illness for which the Worker's Safety and Insurance Board has paid, his time lost shall not affect his accumulated sick leave.
- 16:09 A master record of each employee's sick leave showing the accumulated credit and accredited debits shall be kept by the Employer and each employee may, at reasonable times, check his current balance.
- 16:10 Sick leave shall not accumulate if an employee is off work without pay for a period in excess of fifty (50%) percent of the working days in any one (1) month period or during any period of paid sick leave when the employee is absent for the entire month.
- 16:11 An employee who takes other gainful employment during absence from work due to illness or injury shall be deemed to have voluntarily quit his employment unless the employee has prior written permission from the Administrator to take other employment.
- 16:12 Employees shall be granted personal leave to attend to the care of a spouse, child, or parent to a maximum of three (3) days per calendar year and such approved leave will be deducted from the employee's accumulated sick leave credits.
- 16:13 Employees will be granted career leave twice (2 times) as follows:
- Each opportunity below would be available once in each employee's career if she/he qualifies:
- a) An employee who has more than nine hundred (900) hours of accumulated sick leave to her/his credit as of January 1st may elect to take a special paid leave equal to one (1) week (35) hours) of her/his credited sick leave days. Her/his sick leave credits shall be reduced as of the commencement of such paid leave by two (2) days for each day of special paid leave.
 - b) An employee who has more than twelve hundred (1200) hours of accumulated sick leave to her/his credit as of January 1st may elect to take a special paid leave equal to one (1) week (35) hours of her/his credited sick leave days. Her/his sick leave credits shall be reduced as of the commencement of such paid leave by two (2) days for each day of special paid leave.

ARTICLE 17:00 – HOSPITAL-MEDICAL INSURANCE

17:01 It is agreed by the parties that all permanent full time employees shall be provided with a Long Term Disability Plan or equivalent coverage after a waiting period of three (3) months, one hundred (100%) percent of the cost to be paid by the Employer. The long Term Disability Plan will include:

- a) an elimination period of twelve (12) months;
- b) a benefit of seventy (70%) percent of the employees basic monthly rate of earnings with a maximum of three thousand (\$3,000.00) dollars.
- c) the above will be subject to the terms and provisions of the plan.

17:02 Employees who regularly work twenty-one (21) hours or more per week shall be provided with the following:

Green Shield Extended Health Care Plan (to include Chiropractor, Physiotherapist, Naturopath, and Massage Therapist – four hundred (\$400) dollars.

Green Shield Supplementary (Semi-Private) Plan

Green Shield Dental Plan #9 based on the current one (1) year O.D.A. rates.

Green Shield Vision Care Plan three hundred and fifty (\$350.00) dollars every twenty-four (24) months for prescription eye glasses and/or contact lenses and/or laser eye surgery provided they are dispensed/performed by an Optometrist, an Optician or an Ophthalmologist.

Eye examinations performed by a registered, licensed Optometrist or Physician limited to one exam every twenty-four (24) months up to the usual and customary amount and subject to the Extended Health services deductibles, co-insurance and co-payments excluding eye examinations when eligible for this benefit under the Ontario Provincial Health Insurance Plan.

Hearing Aid three hundred (\$300.00) dollars every twenty-four (24) months.

One hundred (100%) percent of the cost of the premiums to be paid by the Employer

17:03 Employees who regularly work twenty-one (21) hours or more per week shall be provided with a group life insurance plan after a three (3) month waiting period. The coverage shall be equal to two (2) times the employee's yearly salary taken to the next highest thousand dollars. One hundred (100%) percent of this premium cost to be paid by the Employer.

17:04 Such coverage for Group Life Insurance and Long Term Disability Insurance shall be in accordance with the terms and conditions of the carrier of such coverage. The benefits under any such plan or plans will not be changed without the consent of the Union.

17:05 Coverage for Group Life Insurance and Long Term Disability Insurance shall normally be adjusted effective on the first day of April following, but adjustments arising from the terms of a new or revised agreement shall be made effective as soon as possible after the signing of the terms of settlement.

17:06 Every employee shall be fully responsible for keeping the Employer informed of changes in his marital status, number of dependents or any other matter affecting the cost of the coverage outlined in Article 16:00. The employee will be responsible for any overpayment by the Employer.

17:07 Part time employees who regularly work less than 21 hours per week shall receive ten percent (10%) of their regular rate of pay per hour paid above their regular rates of pay as set out in Appendix A hereto attached in lieu of all forms of health and welfare and fringe benefits.

Casual employees shall receive ten percent (10%) of their regular rate of pay per hour worked above their regular rates of pay as set out in Appendix A hereto attached in lieu of all forms of health and welfare and fringe benefits.

17:08 Continuation of Benefits in the event of disability

Employees absent from work due to non-occupational illness or accident are subject to the following conditions:

1. During the first twelve (12) months, following the elimination period, of any such absence the Employer agrees to provide at its cost all

benefits as set out in Article 17:00 that the employee is enrolled and entitled.

2. At the end of such twelve (12) month period such employee will be responsible for the total cost of all benefits as set out in Article 17:00 that the employee is enrolled and entitled.

Employees absent from work due to an occupational illness or accident for which Worker's Compensation is paid are subject to the following conditions:

1. During the first twenty-four (24) months of such absence the Employer will provide at its cost all benefits as set out in Article 17:00 that the employee is enrolled and entitled.
2. At the end of such twenty-four (24) month period such employee will be responsible for the total cost of all benefits as set out in Article 17:00 that the employee is enrolled and entitled.

17:09 The Employer agrees to notify the Union in advance of a change in benefit provider in order to confirm that the original coverage is being maintained.

17:10 The cost of Zyban and Champix, or a nicotine inhaler will be paid by the employer for smoking cessation.

ARTICLE 18:00 – CAR ALLOWANCE

18:01 Each employee covered by this agreement who is required to operate their automobile in the course of their employment shall be reimbursed as follows:

- CRA (Canada Revenue Agency) rate of fifty-four (54¢) cents for the first five thousand (5,000) km. travelled.
- After five thousand (5,000) km. travelled, forty-eight (48¢) cents each additional km. travelled.
- Effective April 1, 2014, set amount shall be adjusted according to the CRA rate annually, April 1st of each year.

- 18:02 Employees shall complete on a monthly basis, the travel expense form, which will include kilometers traveled on behalf of the Employer on a daily basis.
- 18:03 Employees who are absent from work without pay for a period of ten (10) working days or more shall have their car allowance reduced in proportion to such time absent from work.
- 18:04 It is the individual employee's sole responsibility to insure his vehicle and the Employer may require proof by a Certificate of Insurance Company that the vehicle is insured for at least one million (\$1,000,000.00) dollars public liability while in use on Employer business.

ARTICLE 19:00 – PLURAL OR FEMININE CONTEXT

- 19:01 Whenever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the part or parties hereto so require.

ARTICLE 20:00 – WAGES

- 20:01 The Employer shall pay salaries and wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement.
- 2014 – two (2%) percent increase effective April 1, 2014
2015 – one and three-quarters (1.75%) percent increase effective April 1, 2015
2016 – one and one-half (1.5%) percent increase effective April 1, 2016

ARTICLE 21:00 – TERMINATION CLAUSE

- 21:01 This agreement shall be effective from April 1, 2014 and shall remain in effect until March 31, 2017. Either party to this agreement may, not more than ninety (90) days or less than thirty (30) days prior to the expiry date of this agreement, present to the other party in writing proposed amendments to the agreement.
- 21:02 Unless either party gives to the other party proposed amendments in writing as outlined in Article 21:01, then the agreement shall continue in

effect for a further year without change and so on from year to year thereafter.

ARTICLE 22:00 – APPENDIX “A” – SALARY SCALES

- 22:01 The minimum rate shall not necessarily be the hiring rate and due regard shall be given for previous related experience.
- 22:02 The annual increments are to be effective on the beginning of the pay period closest to the anniversary date of employment. Both parties agree that for the life of this agreement the Employer shall continue calculating increment dates as in the past and that estoppel continues for that length of time.

ARTICLE 23:00 – BULLETIN BOARDS

- 23:01 The Union shall have the use of the Bulletin Board in the main office as well as the Bulletin Boards in all sub-offices for the posting of notices relating to Union business or activity. The Union agrees that any notices to be posted thereon shall be signed by an authorized officer of the Union and such postings shall be removed only by an authorized representative of the Union.
- 23:02 E-mail shall satisfy all requirements in this collective agreement regarding correspondence. The Employer shall utilize the Agency staff list for their e-mails.

ARTICLE 24:00 – EMPLOYMENT INSURANCE REBATE

- 24:01 It is agreed by the parties that the full E.I. rebate on premiums shall be retained by the Employer.

ARTICLE 25:00 – TRAINING

- 25:01 The Employer shall provide CPR training at their cost to any employee required to maintain a CPR certificate.

ARTICLE 26:00 – CESSATION OF EMPLOYMENT

26:01 Two (2) weeks' notice will be given in writing by the employee when ceasing employment with the Employer.

IN WITNESS where of the parties hereto have duly executed this agreement.

Signed at Sault Ste. Marie ON, this 24th day of August, 2015.

FOR THE UNION:

M. Kober
C. Kober
C. Palocz
M. Kober

FOR THE EMPLOYER:

A. Lami
Justin Lami
Sandra Lami

E.&O.E./cope-491/08.18.15

SCHEDULE "A"

MAINTENANCE OF PAY EQUITY

To maintain the ongoing pay equity program, a joint committee shall be established to:

- a) Evaluate new CUPE positions as they arise;
- b) Evaluate positions previously evaluated under this system which have undergone a significant change in one or more of the evaluation criteria;
- c) Respond to a completed and signed "Request for Job Evaluation Form" which will initiate an evaluation for either (a) or (b) above.

APPENDIX A - SALARY SCALES

	Year 1	Year 2	Year 3	Year 4	Year 5
Clerical					
April 1, 2013	21.19	22.41	23.93		
April 1, 2014	21.61	22.86	24.41		
April 1, 2015	21.99	23.26	24.84		
April 1, 2016	22.32	23.61	25.21		
Dental Health Educator					
April 1, 2013	22.27	23.41	23.93		
April 1, 2014	22.72	23.88	24.41		
April 1, 2015	23.12	24.30	24.84		
April 1, 2016	23.47	24.66	25.21		
RPN					
April 1, 2013	22.64	23.28	23.93		
April 1, 2014	23.09	23.75	24.41		
April 1, 2015	23.49	24.17	24.84		
April 1, 2016	23.84	24.53	25.21		
Dental Hygienist					
April 1, 2013	30.74	31.26	31.76	32.31	32.85
April 1, 2014	31.35	31.89	32.40	32.96	33.51
April 1, 2015	31.90	32.45	32.97	33.54	34.10
April 1, 2016	32.38	32.94	33.46	34.04	34.61
Parent Child Advisor & Public Health Inspector					
April 1, 2013	33.48	34.31	35.17	36.01	36.86
April 1, 2014	34.15	35.00	35.87	36.73	37.60
April 1, 2015	34.75	35.61	36.50	37.37	38.26
April 1, 2016	35.27	36.14	37.05	37.93	38.83
Inspectors-in-training					
year 1 of the PHI scale					
Environmental Assistants					
April 1, 2013	25.01	25.85	26.70	27.54	28.40
April 1, 2014	25.51	26.37	27.23	28.09	28.97
April 1, 2015	25.96	26.83	27.71	28.58	29.48
April 1, 2016	26.35	27.23	28.13	29.01	29.92

LETTER OF AGREEMENT

BETWEEN:

Algoma Public Health Unit
AND
The Canadian Union of Public Employees
and it's Local 1528

The parties agree that the following provision will be attached and form part of the collective agreement.

"The Employer agrees that in the consideration of transfers to other positions within the Health Unit, first consideration will be given to existing employees and that their service and experience will be a factor in assessing the merits of the transfers.

However it is understood and agreed that the final decision will be at the sole discretion of the Employer.

(Originally signed November 26, 1990)

Renewed at Sault Ste. Marie ON, this 18th day of March, 2014.

FOR THE UNION:

M. Witt
R. Robson
C. Paley
M. Munnally

FOR THE EMPLOYER:

A. Bowie
Justin Bowie
Sandra Loei

Letter of Understanding
BETWEEN:
Algoma Public Health Unit
And
Canadian Union of Public Employees
And its Local 1528

The Algoma Health Unit and CUPE discussed during the last round of bargaining, the comparability of Public Health Inspector salaries being paid by the Algoma Health Unit and salaries being paid by other health units across the province of Ontario. As a result of collective bargaining, the following hourly salary scales were established and included in the current collective agreement, which expires on March 31, 2002:

Public Health Inspector – Effective April 1, 2001
\$19.67 \$20.31 \$20.95 \$21.58 \$22.21 \$22.85 \$23.48 \$24.13

Senior Public Health Inspector – Effective April 1, 2001
\$20.38 \$21.02 \$21.66 \$22.29 \$22.92 \$23.56 \$24.19 \$24.84

1. It is understood that due to market pressures and the inability to attract and retain Public Health Inspectors, the parties at this time agree to a salary market adjustment for this classification to be included in the current collective agreement as follows:

Public Health Inspector – Effective May 1, 2001
\$22.42 \$23.06 \$23.70 \$24.33 \$24.96 \$25.60 \$26.23 \$26.88

Senior Public Health Inspector – Effective May 1, 2001
\$23.13 \$23.77 \$24.41 \$25.04 \$25.67 \$26.31 \$26.94 \$27.59

2. Current Public Health Inspectors and Senior Public Health Inspectors will remain at their present salary step within the salary scale and received the market adjusted rate effective May 1, 2001. The market adjusted rate will remain in effect until the Algoma Health Unit, with the agreement of CUPE Local 1528, determines that market pressures are no longer a factor in the Algoma Health Unit's ability to attract public health inspectors.
3. Algoma Health Unit will immediately commence recruiting externally to fill current and future vacancies for Public Health Inspector positions using the market adjusted rates effective May, 2001.
4. The market adjustment for the Public Health Inspector and Senior Public Health Inspector applies to the Public Health Inspector and Senior Public Health Inspector position only.

5. Since the parties are currently meeting to comply with a Pay Equity Proxy order issued by the Pay Equity Commission, it is understood that that process and its outcome will not be impeded in any way by the market adjustment action being taken at this time for the Public Health Inspector position, or senior Public Health Inspector position.

(Original dated July 7, 2001)

Renewed at Sault Ste. Marie ON, this 25th day of March, 2014.

For the Union:

M. Hett
R. Robson
C. A. Palazzo
M. Kinnally

For the Employer:

A. Bowie
Justin King
Sandra Laché
