

COLLECTIVE AGREEMENT

BETWEEN

ALGOMA PUBLIC HEALTH

(hereinafter referred to as the "Employer")



-AND-

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1528**

(hereinafter referred to as the "Union")



TERM OF AGREEMENT: April 1, 2021 to March 31, 2024

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ARTICLE 1.00 – UNION RECOGNITION

1.01 The Employer recognizes the Union as the sole bargaining agent for all employees of Algoma Public Health, in the District of Algoma, save and except Supervisors, persons above the rank of Supervisor, Financial Analyst, Executive Assistants, Epidemiologist, Planning and Evaluation Specialist, Research and Policy Advisor, Communications Coordinator, Communications Assistant, Human Resources Coordinator, Human Resources Assistant, students employed during the school vacation periods/or practicum and person covered by subsisting collective agreements.

ARTICLE 2.00 – DEFINITION OF EMPLOYEES

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.

ARTICLE 3.00 – UNION SECURITY

3.01 The Employer agrees to deduct from the regular earnings of bargaining unit 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. Each month, along with the dues remitted, the Employer agrees to provide a list(s) of all bargaining unit employees, along with their address and phone number, and showing the regular earnings of each bargaining unit employee and the dues that have been deducted from such employee. A copy of this list(s) will also be provided to the Secretary-Treasurer of the Local Union.

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 Union Orientation

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.

3.08 No contract, written or oral, will be entered into between the Employer or any of its designated representatives, and employees covered by this agreement on matters relative to hours of work, wages, and working conditions, promotions, or any other terms of conditions of employment that contravene the collective agreement. Any such agreement will be null and void.

ARTICLE 4.00 MANAGEMENT RIGHTS

4.01 The Union agrees that it is the exclusive right of the Employer to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire, lay-off, classify, direct, assign, transfer, or promote employees, discipline employees for just cause, provided that a claim by an employee who has completed the probationary period that the employee has been demoted or disciplined without just cause may be treated as a grievance as provided in this Agreement;
- (c) Generally, to manage the enterprises in which the Employer is engaged, without restricting the generality of the foregoing, to determine the work to be performed, the methods and processes to be employed, schedules of operations, the types and location of equipment to be used, and the number and qualifications of persons to be employed.

4.02 The Employer also has the right to make and alter from time to time, reasonable rules and regulations and reasonable policies and procedures to be observed by employees which are not inconsistent with the provisions of this Agreement.

4.03 These rights shall not be exercised in a manner directly contrary to the provisions of this Agreement.

ARTICLE 5.00 – DISCRIMINATION

5.01 No employee shall be discriminated against by the Employer or the Union because the employee 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 – COMMITTEES

6.01 Negotiating Committee

The Employer acknowledges the right of the Union to select a negotiating committee of not more than three (3) employees of the Employer.

6.02 Grievance Committee

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 (3) employees.

6.03 Labour/Management Committee

- a) It is agreed by the parties that a Labour/Management Committee consisting of three (3) members of the Union and three (3) representatives of the Employer will be established.
- b) 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 Joint Occupational Health and Safety Committee

a) It is a mutual interest of the parties to promote health and safety in the workplace and to prevent and reduce the occurrence of workplace injuries and occupational diseases. The parties agree that health and safety is of the utmost importance and agree to promote health and safety and wellness throughout the organization. The Employer will provide orientation and training in health and safety to new and current employees on an ongoing basis and employees will attend required health and safety training sessions. Accordingly, the parties fully endorse the responsibilities of the Employer and employee under the *Occupational Health and Safety Act*, as amended from time to time, making particular reference to the following:

- The Employer shall take every precaution reasonable in the circumstances for the protection of the worker. [*Occupational Health and Safety Act, s. 25(2)(h)*]
- When faced with occupational health and safety decisions, the Employer will not await full scientific or absolute certainty before taking reasonable action(s) that reduces risk and protects employees.

- When the Employer receives written recommendations from the Joint Health and Safety Committee, the Employer will respond in writing within twenty-one (21) days. *[Occupational Health and Safety Act, s.9(20)]*
- The Employer's response will include a timetable for implementing the recommendations the Employer agrees with and give reasons why the Employer disagrees with any of the recommendations that the Employer does not accept. *[Occupational Health and Safety Act, s.9(21)]*
- The Employer will ensure that the equipment, materials and protective devices as prescribed are provided and the employee will use or wear the equipment, protective devices or clothing that the Employer requires to be used for work. *[Occupational Health and Safety Act, s.25(1)(a); s.28(1)(b)]*

6.05 The Union shall have the right to have the assistance of a representative of the Canadian Union of Public Employees.

6.06 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.

6.07 The Union acknowledges that the stewards, members of the Grievance, Negotiating and Labour/Management 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 Supervisor/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.

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 Supervisor/Manager or designate. The employee must notify the Supervisor/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 Supervisor/Manager or designate shall respond in writing to the employee within five (5) working days from the meeting date.

STEP I

If the complaint is not settled at the discussion stage, the Union shall reduce the verbal complaint to a grievance in writing. The written grievance shall contain the particulars of the grievance, the sections of the Collective Agreement allegedly violated, and the redress sought. The written grievance shall be submitted to the Director of Human Resources and the appropriate Supervisor/Manager or their designate within ten (10) working days of the meeting with the Supervisor/Manager or designate at the discussion stage. A meeting will then be arranged within ten (10) working days of the submission of the written grievance by the Union between the Director of Human Resources and the said Supervisor/Manager or their designates with the employee and their Union representative to consider the grievance. A written decision will be given to the Union with respect to the grievance within five (5) working days of the Step I meeting.

STEP II

Within ten (10) working days after the decision is given at Step I, the Union may submit the grievance to the Medical Officer of Health/Chief Executive Officer (MOH/CEO) or designate and the Director of Human Resources or designate. A Step II meeting will then be arranged within ten (10) working days of receipt of the grievance at Step II between the said MOH/CEO or designate, the Director of Human Resources or designate, and the employee and their Union representative to further consider the grievance. The decision of the MOH/CEO or designate will be given in writing to the Union within ten (10) working days of the Step II meeting. If the grievance is not settled at Step II, the Union may refer the grievance to Arbitration.

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 Management Grievances

It is understood that the Employer may submit to the Union a grievance that a contractual obligation undertaken by the Union in this Agreement has been violated or that conduct of any Union officials has violated the terms of this Agreement. Such grievance, if not resolved by verbal discussion shall be reduced to writing and delivered or forwarded to

the bargaining unit President, whereupon it shall be discussed at Step II of the Grievance Procedure. Failing satisfactory settlement within ten (10) days after the filing of such grievance, the Employer may refer to Arbitration in accordance with the provisions of Article 7.07 and following.

- 7.03 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.
- 7.04 Time limits set out in this article shall be strictly observed by the parties to this agreement but may be extended by mutual consent.
- 7.05 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.
- 7.06 Grievance Mediation Officer

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 endeavor to affect a settlement prior to arbitration.

ARBITRATION

- 7.07 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.
- 7.08 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, shall submit a list of names of persons proposed to act as the Sole Arbitrator. Within fifteen (15) working days thereafter, the other party shall accept one (1) of the Sole Arbitrators proposed, or alternatively shall submit its own list of proposed Sole Arbitrators in response. If the parties are unable to agree on a Sole Arbitrator, either party may apply to the Ministry of Labour, Training and Skills Development for the Province of Ontario to make an appointment. 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.
- 7.09 The Sole Arbitrator 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.

- 7.10 Each of the parties to the collective agreement will share equally the fees and expenses of the Sole Arbitrator.
- 7.11 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance procedure.

ARTICLE 8.00 – DISCIPLINE, SUSPENSION AND DISCHARGE

- 8.01 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.

- 8.02 Any letter of reprimand or other discipline shall be removed from the disciplinary record of an employee twenty (20) months following the receipt of such letter, suspension or other discipline provided there has been no further discipline during that time.
- 8.03 Upon request, an employee shall be allowed reasonable access to their personnel file in accordance with the Employer's policy in a timely fashion.

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 their 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) Fails to return to work after the completion of a leave of absence granted by the Employer unless through sickness or sufficient cause;
- (7) Utilizes a leave of absence for purposes other than those for which the leave may have been granted;
- (8) 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. 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) Takes other gainful employment while absent from work due to illness or injury unless the employee has prior written permission from the Director of Human Resources to take other employment.

9.03 Probation for Newly Hired Employees

Newly hired bargaining unit employees shall be considered on probation for the first nine hundred and ten (910) hours worked. All probationary employees will participate in a formal evaluation with their Supervisor/Manager on or about the third month of probation. The dismissal of an employee during the probationary period shall be at the discretion of the Employer, provided that the Employer does not act in a manner that is arbitrary, discriminatory or in bad faith. Employees who have completed the probationary period will be placed on the seniority list and credited with seniority from the date they last commenced work.

9.04 Transfer and Seniority Outside the Bargaining Unit

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 eighteen (18) months of the date of such transfer otherwise this right is lost.

9.05 Layoff and Recall

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.

9.06 Seniority List

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.

- 9.07 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.

ARTICLE 10.00 – JOB POSTINGS

- 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 five (5) working days.

10.02 Job Postings

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 posted 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 by email of the successful applicant(s) within seven (7) calendar days of the successful applicant(s) accepting the offer of the new position.

10.07 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.

10.08 Trial Period

An employee awarded a position shall be placed on a trial period of sixty (60) days worked. 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.

10.09 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 Overtime

All pre-authorized 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 pre-authorized by a Supervisor/Manager or designate, shall constitute overtime. All such pre-authorized hours worked in excess of seventy (70) hours but not more than seventy-five (75) hours in a pay period will be compensated by time off at the rate of one (1) hour for every hour worked. If pre-authorized hours are worked in excess of seventy-five (75) hours in a pay period, all hours in excess of seventy (70) hours shall be compensated for at time and one-half in money or lieu time.

- b) 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 their Supervisor/Manager or designate.
- c) 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 Supervisor/ Manager or designate.

11.04 Call Out

- a) 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.
- b) An employee who receives a telephone call, but is not called out as per Article 11.04 (a) shall be paid a minimum of not less than thirty (30) minutes pay or may choose to take lieu time. If such call lasts longer than thirty (30) minutes, additional pay in thirty (30) minute increments shall be paid or may be taken as lieu time.

11.05 Rest Period

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 Standby

Standby shall be defined as, any employee who has been requested to make themselves available for call outs after normal working hours. An employee who is designated to be on stand-by and available for work shall be paid three dollars (\$3.00) 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) weeks' 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 Standards 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 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. 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 Supervisor/ 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 Standards Act* and who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the *Employment Standards Act* shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five (75%) percent of their regular weekly 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 they are in receipt of Employment Insurance parental benefits and shall continue for a maximum period of fifteen (15) weeks. The Employee's regular weekly earnings shall be determined by multiplying their regular hourly rate on their last day worked prior to the commencement of the leave times their normal weekly hours. The normal weekly hours for a part-time employee shall be calculated by using the same time period used for calculation of the Employment Insurance benefit (currently twenty-six (26) weeks).

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

12.02 Discretionary Leave

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 (2) months prior to date of leave and the applicant shall give notice in writing within fourteen (14) days from the date of application. Any allocated vacation credits or lieu time must be scheduled prior to unpaid leave approval.

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 their 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 Union Leave

Upon written request, and providing two (2) weeks advance notice, wherever possible, a leave of absence without pay and without loss of seniority may be granted to employees elected or appointed to represent the Union on Union business. 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, and the Union agrees to reimburse the Employer for the above costs. On a quarterly basis, the Employer will provide the Union with an invoice representing the costs for reimbursement. There will be no loss of seniority or service during such leave of absence.

12.06 Jury/Witness Duty Leave

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 the Director of Human Resources or designate immediately on the employee's notification that they 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 – SICK LEAVE

13.01 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 Workplace Safety and Insurance Board.

13.02 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.

13.03 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.

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

13.05 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.

13.06 Recognized day off shall not be deducted from the accumulated sick leave.

13.07 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 their 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.

An employee may be required to produce a medical certificate, from their attending physician, for a period of less than three (3) days' absence due to illness/injury if the employee's record indicates a pattern of intermittent absenteeism.

If an employee medical report is requested by the Employer, the Employer shall pay the full cost of obtaining the employee medical report upon production of receipt.

An employee who will be absent due to illness must notify management no later than thirty (30) minutes after commencement of their regular shift. Failure to give such notice may result in loss of sick leave benefits.

13.08 If an employee is off work as the result of injuries or illness for which the Worker's Safety and Insurance Board has paid, time lost shall not affect an employees' accumulated sick leave.

13.09 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 their current balance.

13.10 Sick leave shall not accumulate if an employee is off work without pay for a period in excess of four (4) consecutive calendar weeks or during any period of paid sick leave when the employee is absent for the entire month.

13.11 Employees shall be granted personal leave to attend to the care of a spouse, child, or parent to a maximum of five (5) days per calendar year and such approved leave will be deducted from the employee's accumulated sick leave credits.

13.12 Special Paid Leave

Employees will be granted special paid leave twice (2 times) as follows:

Each opportunity below would be available once in each employee's career if an employee qualifies:

- a) An employee who has more than nine hundred (900) hours of accumulated sick leave to their credit as of January 1st may elect to take a special paid leave equal to one (1) week (35 hours) of their credited sick leave days. 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 their credit as of January 1st may elect to take a special paid leave equal to one (1) week (35 hours) of their credited sick leave days. 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 14.00 – PAID HOLIDAYS

14.01 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 | Civic Holiday |
| Family Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing 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.

- 14.02 Part-time employees shall be paid for paid holidays on a pro-rata basis in accordance with time worked.
- 14.03 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) their regular rate of pay for all hours worked in addition to holiday pay.
- 14.04 If a holiday listed above is proclaimed on a day other than the calendar day, the proclaimed day will be recognized as the holiday.
- 14.05 If paid holidays fall within vacation time another day off with pay will be granted at a mutually agreed upon time.

ARTICLE 15.00 – VACATIONS WITH PAY

Vacation year runs from January 1 to December 31 and any improved vacation entitlement (as referenced in Article 15:03 to 15:05 inclusive) is effective on January 1 of the year the employee's anniversary date entitles them to the next higher level of entitlement.

- 15.01 Employees who have not completed a full year of employment by December 31, shall receive one and two-thirds (1²/₃) days vacation for each full calendar month of service from the date of starting employment to a maximum of twenty (20) days.
- 15.02 All employees who have completed one (1) year of continuous service shall receive four (4) weeks annual vacation at their regular rate of pay.
- 15.03 All employees who have completed ten (10) years or more of continuous service shall receive five (5) weeks annual vacation at their regular rate of pay.
- 15.04 All employees who have completed twenty (20) years or more of continuous service shall receive six (6) weeks annual vacation at their regular rate of pay.
- 15.05 All employees who have completed twenty-nine (29) years or more of continuous service shall receive seven (7) weeks annual vacation at their regular rate of pay.
- 15.06 Applications for vacation between January 1 and June 30 must be submitted in writing to the employee's immediate Supervisor/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 1 in each year.

Applications for vacation between July 1 and December 31 must be submitted in writing to the employee's immediate Supervisor/Manager or designate before March 31 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. Requests for full calendar weeks of vacation will be considered and approved before consideration is given to requests for part days, single days or for periods of time less than a full calendar week, regardless of seniority.

- 15.07 Employees who are off work without pay in excess of four (4) consecutive calendar weeks shall have their vacation entitlement reduced in proportion to such absence from work.
- 15.08 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.
- 15.09 Casual employees will receive vacation pay at eight (8%) percent of their regular earnings and paid bi-weekly.
- 15.10 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.
- 15.11
 - 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 bereavement 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 bereavement or Union leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 16.00 – PENSION

16.01 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.

ARTICLE 17.00 – HEALTH AND WELFARE BENEFITS

The Employer may substitute another carrier for any of the foregoing plans provided that the level of benefits conferred thereby are substantively the same. The Employer will advise the Union of any change in carrier or underwriter at least sixty (60) days prior to implementing a change in carrier. Upon request by the Union, the Employer shall provide to the Union full details of the benefit program contracted for and in effect for the employees covered herein when a change in carrier is being proposed.

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 employee's 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) – five hundred (\$500) 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 four hundred (\$400.00) 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.
- Benefit coverage will be provided to dependants up to twenty-five (25) years of age if the dependent is enrolled in school.
- 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 Adjustments to coverage for Group Life Insurance and Long-Term Disability Insurance 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 their marital status, number of dependents or any other matter affecting the cost of

the coverage outlined in Article 17.00. The employee will be responsible for any overpayment by the Employer.

17.07 Part time employees who regularly work less than twenty-one (21) hours per week shall receive ten (10%) percent 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 (10%) percent 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 Workplace Safety and Insurance Board benefits are being 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 Early Retirement Benefits

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 sixty-five (65). Benefits do not include unlimited fertility drugs and sleep apnea monitor.

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

ARTICLE 18.00 – MILEAGE REIMBURSEMENT

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-nine (59¢) cents for the first five thousand (5,000) kilometres (km) travelled.
- After five thousand (5,000) kilometres (km) travelled, fifty-three (53¢) cents each additional kilometre (km) travelled.
- The set amount shall be adjusted according to the CRA rate annually, April 1 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 It is the individual employee's sole responsibility to insure their 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 – WAGES

19.01 The Employer shall pay salaries and wages bi-weekly in accordance with Appendix "A" attached hereto and forming part of this Agreement.

April 1, 2021 – March 31, 2022 – 1.50% wage increase for all positions

April 1, 2022 – March 31, 2023 – 1.50% wage increase for all positions

April 1, 2023 – March 31, 2024 – 1.75% wage increase for all positions

ARTICLE 20.00 – TERM OF AGREEMENT

20.01 This agreement shall be effective from April 1, 2021 and shall remain in effect until March 31, 2024. 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.

20.02 Unless either party gives to the other party proposed amendments in writing as outlined in Article 20.01, then the agreement shall continue in effect for a further year without change and so on from year to year thereafter.

ARTICLE 21.00 – APPENDIX “A” – SALARY SCALES

21.01 The minimum rate shall not necessarily be the hiring rate and due regard shall be given for previous related experience.

21.02 The annual increments are to be effective on the beginning of the pay period closest to the anniversary date of employment.

ARTICLE 22.00 – GENERAL

22.01 Bulletin Boards

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.

22.02 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 23.00 – EMPLOYMENT INSURANCE REBATE

23.01 It is agreed by the parties that the full E.I. rebate on premiums shall be retained by the Employer.

ARTICLE 24.00 – TRAINING

24.01 The Employer shall provide CPR training at their cost to any employee required to maintain a CPR certificate.

ARTICLE 25.00 – CESSATION OF EMPLOYMENT

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


ARTICLE 26.00 – STRIKES AND LOCKOUTS

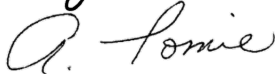
26.01 In view of the orderly procedure established for the disposition of grievances and complaints there shall be no lockout by the Employer and no interruption of work, work stoppage, strikes, sit-down, slow-down, or other collective action which will interfere with the services of the Employer for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


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

Signed at Sault Ste. Marie, ON, this 14th day of September 2021.


FOR THE EMPLOYER









FOR THE UNION




Cheryl Palazzi (Sep 14, 2021 14:32 EDT)



Lori Ivey (Sep 14, 2021 14:09 EDT)





Laura Delhenty (Sep 14, 2021 14:01 EDT)

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

| SALARY SCALE | Year | Expired March 31/21 | Effective April 1/21 | Effective April 1/22 | Effective April 1/23 |
|--|--------|------------------------|-------------------------|-------------------------|-------------------------|
| | | | 1.50% | 1.50% | 1.75% |
| Clerical | Year 1 | 23.81 | 24.17 | 24.53 | 24.96 |
| | Year 2 | 25.18 | 25.56 | 25.94 | 26.40 |
| | Year 3 | 26.89 | 27.29 | 27.70 | 28.19 |
| Dental Educator | Year 1 | 25.03 | 25.41 | 25.79 | 26.24 |
| | Year 2 | 26.30 | 26.70 | 27.10 | 27.57 |
| | Year 3 | 26.89 | 27.29 | 27.70 | 28.19 |
| Registered Practical Nurse (RPN) | Year 1 | 27.93 | 28.35 | 28.77 | 29.28 |
| | Year 2 | 28.66 | 29.09 | 29.53 | 30.04 |
| | Year 3 | 29.39 | 29.83 | 30.28 | 30.81 |
| Dental Hygienist | Year 1 | 34.54 | 35.05 | 35.58 | 36.20 |
| | Year 2 | 35.13 | 35.66 | 36.20 | 36.83 |
| | Year 3 | 35.69 | 36.22 | 36.77 | 37.41 |
| | Year 4 | 36.31 | 36.85 | 37.40 | 38.06 |
| | Year 5 | 36.91 | 37.46 | 38.02 | 38.69 |
| Parent Child Advisor/ Public Health Inspector | Year 1 | 37.62 | 38.18 | 38.75 | 39.43 |
| | Year 2 | 38.55 | 39.13 | 39.71 | 40.41 |
| | Year 3 | 39.52 | 40.11 | 40.71 | 41.42 |
| | Year 4 | 40.46 | 41.06 | 41.68 | 42.41 |
| | Year 5 | 41.42 | 42.04 | 42.67 | 43.41 |
| Environmental Assistant | Year 1 | 29.87 | 30.32 | 30.77 | 31.31 |
| | Year 2 | 30.91 | 31.37 | 31.84 | 32.40 |
| | Year 3 | 31.94 | 32.42 | 32.91 | 33.48 |
| | Year 4 | 33.08 | 33.58 | 34.08 | 34.68 |
| | Year 5 | 34.26 | 34.77 | 35.30 | 35.91 |

| SALARY SCALE | Year | Expired March 31/21 | Effective April 1/21 | Effective April 1/22 | Effective April 1/23 |
|--|-------------|--------------------------------|---------------------------------|---------------------------------|---------------------------------|
| | | | 1.50% | 1.50% | 1.75% |
| Communicative Disorders Assistant | Year 1 | 26.81 | 27.21 | 27.62 | 28.10 |
| | Year 2 | 27.64 | 28.05 | 28.47 | 28.97 |
| | Year 3 | 29.02 | 29.46 | 29.90 | 30.42 |
| | Year 4 | 31.50 | 31.97 | 32.45 | 33.02 |
| Dietician | Year 1 | 35.83 | 36.37 | 36.91 | 37.56 |
| | Year 2 | 36.70 | 37.25 | 37.81 | 38.47 |
| | Year 3 | 38.27 | 38.84 | 39.43 | 40.12 |
| | Year 4 | 41.20 | 41.82 | 42.45 | 43.19 |
| Family Support Worker | Year 1 | 23.50 | 23.85 | 24.21 | 24.63 |
| | Year 2 | 24.05 | 24.41 | 24.78 | 25.21 |
| | Year 3 | 25.05 | 25.43 | 25.81 | 26.26 |
| Speech Language Pathologist | Year 1 | 40.56 | 41.17 | 41.79 | 42.52 |
| | Year 2 | 42.30 | 42.93 | 43.58 | 44.34 |
| | Year 3 | 44.04 | 44.70 | 45.37 | 46.17 |
| | Year 4 | 45.91 | 46.60 | 47.30 | 48.13 |
| Youth Advisor | Year 1 | 26.16 | 26.55 | 26.95 | 27.42 |
| | Year 2 | 27.24 | 27.65 | 28.06 | 28.55 |
| | Year 3 | 28.56 | 28.99 | 29.42 | 29.94 |
| | Year 4 | 31.26 | 31.73 | 32.20 | 32.77 |

LETTER OF UNDERSTANDING #1

BETWEEN:

Algoma Public Health Unit

AND

The Canadian Union of Public Employees
and its Local 1528

RE: Transfers

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.

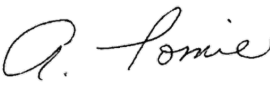
Renewed at Sault Ste. Marie ON, this 14th day of September 2021.


FOR THE EMPLOYER

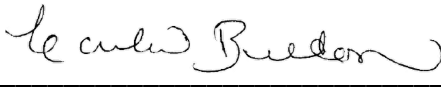
FOR THE UNION




Cheryl Palazzi (Sep 14, 2021 14:32 EDT)




Lori Ivey (Sep 14, 2021 14:09 EDT)






Laura Delhenty (Sep 14, 2021 14:01 EDT)

Algoma Public Health has historically experienced difficulty in recruiting Public Health Inspection staff for its Wawa office. The following agreement is an attempt to provide additional compensation to the Wawa Inspection position that may draw applications.

LETTER OF UNDERSTANDING #2

BETWEEN:

Algoma Public Health Unit

AND

Canadian Union of Public Employees
and its Local 1528

RE: Wawa Office (PHIs)

That it be understood that an isolation allowance will be supplied as outlined below:

- 1) A Public Health Inspector who is a member of the Canadian Union of Public Employees Local 1528, and who reports to an office at which all three (3) of the following conditions apply:
 - a) Situated in excess of two hundred twenty-five (225) kilometers (km) or greater from the Algoma Public Health main office, 294 Willow Ave, Sault Ste. Marie;
 - b) Subject to professional isolation, i.e. no regular face-to-face contact with peers; and
 - c) Position/location historically has been difficult to recruit and maintain. Conditions 1 (b) and (c) to be solely determined by the employer, not to be applied in a discriminatory or arbitrary manner.
- 2) The amount of the allowance is to be three hundred and fifty (\$350.00) dollars per month or fifteen dollars and ninety cents (\$15.90) per day.
- 3) This agreement shall be effective from the date of signing and shall remain in effect but may be amended or terminated at any time by agreement of the parties.

Renewed at Sault Ste. Marie ON, this 14th day of September 2021.

FOR THE EMPLOYER



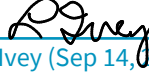




FOR THE UNION

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[Cheryl Palazzi \(Sep 14, 2021 14:32 EDT\)](#)



[Lori Ivey \(Sep 14, 2021 14:09 EDT\)](#)





[Laura Delhenty \(Sep 14, 2021 14:01 EDT\)](#)

LETTER OF UNDERSTANDING #3

BETWEEN:

Algoma Public Health Unit

AND

Canadian Union of Public Employees
and its Local 1528

RE: Salary Market Adjustment (PHI Classification)

It is understood that due to market pressures, the parties agree to a salary market adjustment to the Public Health Inspector classification as follows:

Public Health Inspector

| <u>Effective</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
|------------------|---------------|---------------|---------------|---------------|---------------|
| April 1, 2021 | \$ 2.43 | \$ 2.49 | \$ 2.52 | \$ 2.59 | \$ 2.63 |
| April 1, 2022 | \$ 2.47 | \$ 2.53 | \$ 2.56 | \$ 2.62 | \$ 2.67 |
| April 1, 2023 | \$ 2.51 | \$ 2.57 | \$ 2.61 | \$ 2.67 | \$ 2.72 |

The market adjust will be applied to all hours paid with the exception of standby hours.


The market adjustment will be adjusted in future years based on the percentage increase negotiated at collective bargaining.


1. The market adjustment will remain in effect until Algoma Public Health, with the agreement of CUPE Local 1528, determines that market pressures are no longer a factor in Algoma Public Health's ability to attract Public Health Inspectors.
2. The market adjustment for the Public Health Inspector applies to the Public Health Inspector position only.
3. The parties agree that pay equity has been achieved for the Public Health Inspector position. The Employer agrees to maintain pay equity in accordance with the *Pay Equity Act*.

Renewed at Sault Ste. Marie ON, this 14th day of September 2021.


FOR THE EMPLOYER








FOR THE UNION



Cheryl Palazzi (Sep 14, 2021 14:32 EDT)



Lori Ivey (Sep 14, 2021 14:09 EDT)





Laura Delhenty (Sep 14, 2021 14:01 EDT)

LETTER OF UNDERSTANDING #4

BETWEEN:

Algoma Public Health Unit

AND

Canadian Union of Public Employees
and its Local 1528

RE: After Hours Coverage (PHIs)

The parties agree that the following provision will be attached and form part of the collective agreement and will commence July 4, 2018.

The Employer has determined that coverage from a Public Health Inspector (PHI) is required to meet the needs of after-hours environmental health specific duties. The Union and the Employer have negotiated the following terms for compensation in addition to the existing Articles 11.04 Call Out and 11.06 Standby.

This letter of understanding applies to PHIs who have fulfilled the requirements of probation (Article 9.03).

PHIs will provide coverage on a weekly rotation and will be required to respond to environmental health specific duties including outbreaks.

This letter has been developed to capture the compensation and shift premium of work week and weekend on call coverage not specified within this Collective Agreement. The procedural application of after-hours coverage is specified in policy 16-01-200.

The Employer shall provide PHIs with the required tools and training to adequately complete after-hours responsibilities.

Work Week On Call: (Evening Shift Premium)

The Evening Shift premium on call coverage commences Wednesday 4:30 PM to Wednesday 8:30 AM the following week; days are subject to change with agreement of Employer and Union, coverage shall be provided by a PHI. The Evening Shift premium does not cover the period from 4:30 PM Friday to 8:30 AM the next working day as this is covered under Weekend on call below.

A PHI is required to be available and ready to respond to all Environmental Health calls from the Agency's after-hours service and/or member of the Leadership Team during the timeframe indicated above. The PHI will be compensated three (3) hours lieu time or paid three (3) hours

as a shift premium for each evening of coverage. Applicable taxes and pension provisions will apply if the evening shift premium is paid out.

Weekend On Call

Weekend on call coverage commences on Friday at 4:30 PM and concludes at 8:30 AM the next working day. The PHI will be compensated per the standby rate as indicated in Article 11.06.

PHIs will respond to Environmental Health calls, outbreak management related issues and check email/fax on cell phone or from secure webmail to meet MOHLTC protocols that require a twenty-four (24) hour response on Saturday, Sunday and statutory holidays as per policy 16-01-200. The PHI will be compensated four (4) hours of time for each non-workday providing coverage. If work takes the PHI outside the allotted four (4) hours PHI will claim straight time for each hour worked outside the four (4) hour period rounded to the nearest quarter hour.

Articles 11.03 and 11.04b) will not apply to work week and weekend on call premiums. Article 14.03 shall apply to work week and weekend on call.

Signed at Sault Ste. Marie ON, this 14th day of September 2021.


FOR THE EMPLOYER







FOR THE UNION


Cheryl Palazzi (Sep 14, 2021 14:32 EDT)


Lori Ivey (Sep 14, 2021 14:09 EDT)




Laura Delhenty (Sep 14, 2021 14:01 EDT)

LETTER OF UNDERSTANDING #5

BETWEEN:

Algoma Public Health Unit

AND

Canadian Union of Public Employees
and its Local 1528

RE: Benefits – Specified Classifications

Maintain the following benefits for the classifications listed below (current benefit plan):

| |
|------------------------------------|
| Communicative Disorders Assistants |
| Dieticians |
| Family Support Workers |
| Speech Language Pathologists |
| Youth Advisors |

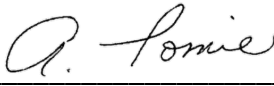
- Greenshield Benefit Plan, Classification: Active Non-Union Members; Billing Division: 30075; Revised Effective Date: July 1, 2018.
- Greenshield Benefit Plan, Classification: Retired Non-Union Employees; Billing Division: 30079; Revised Effective Date: July 1, 2018.
- The Employer agrees to provide Life Insurance in the amount of 2X annual salary to the next higher thousand to a maximum of \$500,000.00 to all eligible employees.

The Employer may substitute another carrier, subject to Article 17, for any of the above plans provided that the level of benefits conferred are the same.

Signed at Sault Ste. Marie ON, this 14th day of September 2021.

FOR THE EMPLOYER







FOR THE UNION



Cheryl Palazzi (Sep 14, 2021 14:32 EDT)



Lori Ivey (Sep 14, 2021 14:09 EDT)





Laura Delhenty (Sep 14, 2021 14:01 EDT)

LETTER OF UNDERSTANDING #6

BETWEEN:

Algoma Public Health

AND

The Canadian Union of Public Employees
and its Local 1528


RE: COVID-19 Employee Leave of Absence from Work Policy

Notwithstanding the provisions of Article 11.03, any hours worked to reduce and repay hours credited and paid by the Employer to an employee, but not worked by the employee, pursuant to the COVID-19 Employee Leave of Absence from Work Policy will not be compensated at the overtime rate of time and one-half (1-½), unless the working of such hours will result in the employee working more than eighty (80) hours in a single pay period.

Signed at Sault Ste. Marie ON, this 14th day of September 2021.


FOR THE EMPLOYER








FOR THE UNION



Cheryl Palazzi (Sep 14, 2021 14:32 EDT)



Lori Ivey (Sep 14, 2021 14:09 EDT)





Laura Delhenty (Sep 14, 2021 14:01 EDT)