

COLLECTIVE LABOUR AGREEMENT

between

**THE BOARD OF HEALTH FOR THE NORTHWESTERN HEALTH UNIT
(Hereinafter called the "Board")**

and

**CANADIAN OFFICE & PROFESSIONAL EMPLOYEES UNION
LOCAL 521
(Hereinafter called the "Union")**

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ARTICLE 1 - PURPOSE

1.01 The general purpose of the Agreement is to establish and maintain collective bargaining relations between the Board and its employees and to provide means for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to the provisions of this agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

2.01 The Board recognizes the Union as the sole and exclusive bargaining agent of all employees of the Board of Health, save and except registered and graduate nurses, Managers and persons above the rank of Managers, the executive assistant, administrative assistants, accounting clerks, casual and term employees.

2.02 Casual and term employees performing bargaining unit work, shall pay the equivalent of Union dues by payroll deduction and shall be notified of this requirement by the employer.

ARTICLE 3 - CONDITIONS OF EMPLOYMENT

3.01 As a condition of employment all new employees within the bargaining unit shall become and remain members of the Union.

3.02 All present employees within the bargaining unit shall maintain membership in the Union, in good standing, as a condition of continued employment.

3.03 The Board, as advised by the Union's Secretary-Treasurer in writing, will deduct from the pay of each employee, Union Initiation fees and dues as laid down by the constitution and by-laws of the Union. The Union agrees to advise the Board, in writing, thirty (30) days in advance of any changes in the amount of union dues deductions, initiation fees or other dues as set by the Union constitution.

3.04 At the end of each calendar month and prior to the tenth (10th) day of the following month, the Board shall remit by cheque to the Secretary-Treasurer of the Union, the total of deductions made, with a list of the employees' names and amounts of deductions as well as the names of newly hired employees within the bargaining unit.

3.05 All new employees shall receive a copy of the Collective Agreement from the employer.

3.06 Indemnification of the Employer for Deduction of Union Dues

The Union agrees to indemnify and save the Employer harmless with respect to all dues or their equivalent thereof so deducted and remitted and with respect to any claim or liability made against the Employer by any employee or any group of employees or any other person or party arising out of the deduction of Union dues, or their equivalent as herein provided.

ARTICLE 4 - DISCRIMINATION

4.01 No employee shall be discriminated against for participation or non-participation in the organization or maintenance of the Union.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The Union acknowledges that it is the exclusive function of the Board to:

- a) Maintain order, discipline, and efficiency and to establish and enforce reasonable rules and regulations governing the conduct of the employees which rules and regulations are primarily designed to safeguard the interests of the citizens in the area.
- b) Hire, discipline, discharge, transfer, promote, demote, lay-off, suspend and otherwise discipline employees for cause, provided that a claim of unjust promotion, demotion, or transfer or a claim that an employee has been unjustly discharged or disciplined may be the subject of a grievance and may be dealt with as here-in-after provided.
- c) Generally to operate the Board in an efficient manner consistent with the obligations of the Board to the general public in the community served, it being understood and agreed that the Board will retain all functions of management inherent in it as the employer, to determine the kinds and locations of machines, equipment to be used, the allocation and number of employees required from time to time, and all other matters concerning the Board's operation, save and except only such functions as are specifically modified and altered in the Agreement.

5.02 The Board agrees that these functions will be exercised in a manner consistent with the provisions of this Agreement and a claim that the Board has exercised any of these rights in a manner inconsistent with any of the provisions of this Agreement shall be subject to a grievance as provided in Article 23 – Grievance Procedure.

ARTICLE 6 - UNION REPRESENTATION

6.01 The Union Negotiation/Grievance Committee shall consist of four (4) members of the bargaining unit, one of whom shall be the local president or vice-president. The Union may have their president and/or representative in attendance at Board-Union meetings.

6.02 A Labour/Management Committee consisting of three (3) representatives of the Union and three (3) representatives of the Employer shall meet once every three months at the request of either party. The party requesting the meeting shall provide to the other party a written agenda at least one (1) week prior to the date of the meeting. The committee shall concern itself with discussing matters of mutual concern pertaining to issues such as working conditions, employment, efficiency in operations and morale.

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement. The Committee shall not supersede the activities of any other committee of the Union or of the Employer. The Committee shall have direction and authority to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

6.03 The Union may elect or otherwise appoint up to three (3) stewards to represent the employees for the purpose of investigating complaints and/or processing grievances. Stewards shall normally be employed in the area they represent.

6.04 The Union shall confirm in writing to the Board, the names of local Union officers, committee members and stewards.

6.05 The Union agrees that committee members, executive and stewards have regular duties which must be effectively and proficiently performed on behalf of the Employer and that they shall not leave their regular duties for the conduct of Union business without first obtaining permission from their immediate Manager. Such permission will not be withheld unreasonably. When resuming their regular duties, they shall report to their immediate Manager.

6.06 Stewards and Union committee members shall not lose pay from their scheduled working hours while carrying out Union duties as provided for in this Agreement.

6.07 A Union representative may confer privately with a member or members of the grievance committee after receiving the approval of the Chief Executive Officer. Such approval shall not be unreasonably withheld on the understanding that such conferences will not needlessly interfere with Board operations.

ARTICLE 7 - SENIORITY

7.01

- a) A seniority list shall be established based on date of hire to a position included in the bargaining unit and shall be posted and supplied to the Union twice per year (April 1st and October 1st).
- b) Seniority for employees who become members of the bargaining unit after January 1st, 2005 shall be defined as length of continuous service within the bargaining unit and shall be based upon their date of entry into the bargaining unit, but shall not become effective until completion of the probationary period.
- c) In the event of lay-off, promotion, vacation entitlement or any other circumstance where seniority is a factor, if two members have the same seniority date, then the date of hire shall be used to determine order of seniority. If the seniority date and the date of hire are the same, then number of hours worked will be counted to break the tie. If the number of hours worked are the same, the tie shall be broken by a draw.

7.02 Lay-off and re-hiring shall be according to seniority in the classification with the last employee hired being the first laid-off and inverse in re-hiring, provided the employee can perform the available work.

7.03 An employee who has been displaced from their position for any reason shall have "bumping" rights as follows:

1. A displaced employee may exercise their seniority rights and bump as follows:
 - a) Full time employees may bump into either 1 full time, or 1 part time position.
 - b) Part time employees can only bump into part time position with equal or less hours unless they have accumulated more hours with the employer than a less senior full time or part time employee working more hours, in which case they may bump a less senior full or part time employee working more hours.
2. Employees are entitled to bump a less senior employee within their current job classification.
3. Employees are entitled to bump a less senior employee within another equal or lower paying job classification if the following conditions are met:
 - a) No less senior employee is available in their current job classification in their geographic location, and
 - b) He/she has the qualification, skill and ability to do the job with appropriate orientation.

4. The bumping sequence shall proceed as follows:
- a) The employee is required to bump a less senior employee within their current job classification in their own geographic location; IF NONE IS AVAILABLE,
 - b) The employee is entitled to bump a less senior employee within an equal or lower paying job classification in their own geographic location; OR,
 - c) The employee is entitled to bump a less senior employee within their current job classification in another geographic location of their choosing; IF NONE IS AVAILABLE,
 - d) The employee is entitled to bump a less senior employee within an equal or lower paying job classification in another geographic location of their choosing; IF NONE IS AVAILABLE,
 - e) The employee shall be laid off.

7.04 If a member has to bump down to a lower paying job classification, the current rate of pay is maintained for 6 months, then pro-rated to 50% of the difference between the two salaries for an additional 6 months, after which time the salary drops to the pay of the new position. The member must be placed on the current step or higher of the new position.

7.05 Recall rights shall be open to those laid-off employees, for a period of one year without loss of seniority.

7.06 An employee shall lose all seniority and employment shall be deemed terminated for any of the following reasons:

- a) If the employee resigns; or
- b) If the employee is discharged for cause and the discharge is not reversed through the grievance procedure; or
- c) If the employee fails to report for work within five days after being notified by registered mail by the Secretary-Treasurer of the Board following lay-off; or fails to advise the Board within five (5) days of their intention to report to work pursuant to notification; or
- d) If an employee utilizes a leave of absence for purposes other than those for which it was granted unless a reason satisfactory to the Board is given; or if he overstays a leave of absence granted by the Board and does not secure an extension of such leave, unless a reason satisfactory to the Board is given;
- e) If an employee is absent on lay-off for more than twelve (12) months;
- f) If an employee is absent due to illness or disability or both, which absence continues more than twenty-four (24) months, except in Workplace Safety and Insurance Board cases, which shall be for the period of compensation of such time as the employee is certified by a medical doctor to be fit to return to work.

7.07 Promotion or Transfer to Excluded Position

1. No member of the bargaining unit shall be promoted or transferred to a position outside of the bargaining unit without written consent of the employee.

2. Permanent Promotion or Transfer

A member, who agrees to accept a permanent position outside of the bargaining unit shall have the right to return to their bargaining unit position during the first three (3) months of such promotion.

Should the employee prove unsatisfactory in the excluded position, or should the employee elect to return to the bargaining unit during such three (3) month trial period, they shall be returned to the former position without loss of seniority and former salary. Any other bargaining unit member promoted or transferred as a result of the appointment shall also be returned to their former position.

At the end of such three (3) month period the employee shall lose all bargaining unit seniority.

The employer shall continue to deduct, and remit to the union, the equivalent of union dues during such period.

3. Temporary Promotion or Transfer

A member, who agrees to accept a temporary position outside of the bargaining unit shall have the right to return to their bargaining unit position. Such period of exclusion shall not exceed one (1) year unless mutually agreed otherwise by the parties.

At the end of such temporary position the employee shall be returned to their former position without loss of seniority and former salary.

The employer shall continue to deduct, and remit to the union, the equivalent of union dues during such period.

ARTICLE 8 - STAFF CHANGES

8.01 The Board shall notify the Union in writing at least twenty (20) days prior to the formal introduction of any new job classification included in Article 2 Scope and Recognition clause. Such notice shall advise of the primary duties and the proposed salary rate of the new job classification.

The new classification shall be included into the agreement through negotiation or Letter of Understanding mutually agreed upon by the parties.

The Board agrees that there shall be no elimination of job classifications without the prior agreement of the Union.

8.02 Assignment to an Existing Portfolio within the Same Job Classification

A member of the bargaining unit may be assigned to an existing portfolio in the same job classification without altering any terms of employment, including union membership. In all such cases, the job preferences and seniority of members will be considered, and the Union will be consulted prior to the job re-assignment so that they may support the member(s).

No member can be re-assigned to another geographic location without his/her consent.

8.03 When a vacancy occurs or a new position is created within the bargaining unit, the Board shall post notice of the position within thirty (30) days on all bulletin boards for a minimum of five working days in order that all members will know about the position and be able to make application in writing.

The Board may advertise for external candidates simultaneously with the internal posting.

8.04 The posting shall show classification vacant, the requirements of the job, the salary range and shall specify that it is part of the COPE 521 bargaining unit. The portfolio shall be identified in the job posting.

8.05 All job vacancies shall be filled on the basis of seniority provided the successful applicant has the required qualifications, which include skills and abilities, for the position.

8.06 The successful applicant will be placed on a trial period for three (3) months. Conditional on satisfactory service, such trial promotions shall become permanent after the period of three months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, he/she shall be returned to his former position without loss of seniority or former salary, and any other employee promoted or transferred because of their arrangement of position shall also be returned to their former position without loss of seniority and former salary.

8.07 In this section vacancies shall mean those of a long-term nature such as arise through resignations, new jobs, extended illnesses, etc., and shall include the vacancy resulting from the filling of any posted vacancy.

8.08 Appointments from within the bargaining unit shall be made as expeditiously as possible, and the Board agrees that outside applicants for any position within the bargaining unit shall not be considered unless there are no qualified non-probationary internal applicants.

8.09 The Union shall be notified within one (1) week of all appointments, hiring, lay-off, transfers, recalls, and terminations of employment within the bargaining unit.

8.10 Laid off employees shall be sent a registered letter (to their last known address on record at the Health Unit) from the Board enclosing a copy of the posted vacancy(s) before the position(s) is advertised to persons outside the bargaining unit.

ARTICLE 9 - PROBATIONARY PERIOD

9.01 Every new employee shall serve a probationary period of six (6) months working employment. This does not include unpaid leave(s). The probationary period may be extended subject to mutual agreement of the parties. After that time, if the employee's work proves satisfactory, they shall be placed on permanent staff at the salary stipulated in the salary schedule for his classification.

9.02 The termination or lay-off of a probationary employee is within the exclusive discretion of the Board of Health and therefore is not subject to the grievance and arbitration provisions of the Collective Agreement.

ARTICLE 10 - LEAVE OF ABSENCE

10.01 The Board shall have the sole right to grant leave of absence with or without pay to any employee requesting such leave for good and sufficient cause, such request to be in writing and approved by the Chief Executive Officer.

10.02 An employee's seniority shall continue to accumulate during this absence.

10.03 The position held by the employee may be filled on a temporary basis and in all cases the employee, upon returning from a leave of absence, shall return to the position held when he went on leave and at the same rate of pay.

10.04 Where an approved leave with full pay occurs, the employee will remain within coverage in any eligible plans currently enrolled in as outlined in Article 26 – Other Benefits.

10.05 Where an approved leave with no pay occurs, the employee may elect to remain in any eligible plans currently enrolled in and if eligible, then the employer paid portions of all payments and subsidies will be recovered from the employee at a mutually agreed time.

10.06 Jury Duty

If an employee is required to serve as a juror or as a Crown witness, the employee shall not lose regular pay because of such attendance provided that the employee:

- a) notifies the Board immediately on the employee's notification that he will be required to attend court
- b) presents proof of service requiring the employee's attendance
- c) promptly repays the amount other than expenses paid to the employee for such services or attendance to the Board
- d) resume performance of her regular duties during any reasonable period when she is not required to be in attendance.

ARTICLE 11 - BEREAVEMENT LEAVE

11.01 In the event of a death in the immediate family, the employee is allowed a maximum of five (5) consecutive working days from the date of death, without loss of salary. In the case where the service is more than five (5) working days away, the employee may take up to four (4) consecutive days off and the day of the funeral/service off.

11.02 "Immediate" family for the purposes of this section, shall mean spouse (as defined in the Family Law Reform Act), child, stepchild, parent; stepparent; brother; sister, mother-in-law, father-in-law, grandparent, grandchild, daughter-in-law, son-in-law, brother-in-law, sister-in-law, foster child, niece, nephew, and a person for whom the employee acts as legal guardian.

11.03 One day of bereavement leave without loss of pay will be allowed for members in the event of death of an aunt, uncle or cousin or spouse's aunt, uncle, cousin, or grandparent.

11.04 In the event of bereavement other than stated above, leave may be granted at the discretion of the Chief Executive Officer or designate. Bereavement leave will be confirmed to the appropriate program Manager.

11.05 In cases where necessary to take bereavement leave, the employee shall advise the Manager concerned as soon as possible.

ARTICLE 12 - PREGNANCY/PARENTAL LEAVE

12.01 Pregnancy/Parental leave will be granted in accordance with the provisions of the Employment Standards Act, except where amended in this provision.

12.02 A pregnant member whose date falls at least thirteen (13) weeks after she commenced employment is entitled to pregnancy leave of seventeen (17) weeks.

12.03 If possible, the member shall give written notification at least one (1) month in advance of the date of commencement of such leave and the expected date of return.

12.04 The member shall reconfirm her intention to return to work on the date originally indicated in 12.03 above by written notification received by the employer at least four (4) weeks in advance thereof. The member shall be reinstated to her former position, unless the position has been discontinued in which case, she shall be given a comparable job.

12.05 A member who becomes a parent and who has been employed for at least thirteen (13) weeks immediately preceding the date the leave begins shall be entitled to parental leave.

12.06 Parental leave must begin within fifty-two (52) weeks of the birth of the child or within fifty-two (52) weeks of the day the child first came into custody, care and control of the parent or for members who take pregnancy leave, parental leave will begin immediately after the pregnancy leave expires, unless the child has not yet come into her custody, care and control for the first time. Parental leave shall be granted for up to sixty-one (61) weeks in duration for members who also took pregnancy leave and for up to sixty-three (63) weeks in duration for other members.

12.07 The member shall give the employer two (2) weeks written notice of the date the leave is to begin, unless exempt under the Employment Standards Act. Parental leave ends sixty-three (63) weeks after it began or sixty-one (61) weeks after it began for members who also took pregnancy leave or on an earlier day if the member gives the Employer at least four (4) weeks written notice of that day.

12.08 For the purposes of parental leave, the provisions under 12.01 and 12.04 shall also apply.

12.09 A member 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 eighty-four percent (84%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period and receipt by the employer of the member's Employment Insurance pay 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 member's regular weekly earnings shall be calculated by using the same time period used for calculation of Employment Insurance benefit.

The member does not have any vested right except to receive payments for the covered employment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

12.10 A member who is on parental leave, as provided under this Agreement, who has applied for and is in receipt of Employment Insurance parental benefits pursuant to Section 20 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between eighty-four percent (84%) of the member's regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the Employment Insurance waiting period and receipt by the Employer of the member's Employment Insurance pay stub as proof that she is in receipt of Employment Insurance parental benefits and shall continue while the member is in receipt of such benefits for a maximum period of ten (10) weeks. The member's regular weekly earnings shall be calculated by using the same time period used for calculation of Employment Insurance benefit.

The member does not have any vested right except to receive payments for the covered employment period. The Plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the Plan.

ARTICLE 13 - NOTICE OF TERMINATION

13.01 When employment is terminated the Board shall give notice according to the Ontario Employment Standards Act.

ARTICLE 14 - LEGISLATIVE CHANGES

14.01 If any article or section of this agreement is determined illegal by judicial or legislative action, the remaining articles and/or sections shall continue to be operative and binding upon the parties hereto.

ARTICLE 15 - HOURS OF WORK

15.01 The regular work week shall consist of thirty-five (35) hours, Monday to Friday inclusive. The regular hours of work for employees shall be from 8:30 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m.

15.02 The regular hours of work may be varied by mutual agreement between the Employer and employee. An application for an alternate work schedule is made by the employee to their Manager (ADM-37, Alternate Work Schedule Application).

15.03

- a) The parties recognize the need to provide service to the public outside the normal office hours of the Northwestern Health Unit in order to accommodate certain programs and/or activities. When work is performed beyond the scheduled seven (7) hours in any day (Monday to Friday) an employee may request to flex his/her day to accumulate compensatory time off in lieu, up to a maximum of thirty-five (35) or five (5) days. Compensatory time off shall be taken within four (4) months of being earned at a time mutually agreeable to the employee and Manager. Where compensating time off is earned in excess of thirty-five hours, the employee and the Manager shall meet to mutually schedule the use of such excess compensating time off. Flex time shall be defined as scheduling seven (7) consecutive hours of work, excluding meal period or

- flexible hours of work per day over the thirty-five (35) hour work week.
- b) Where an employee requested to work flex time or accumulate compensatory time off in lieu, such request shall not be unreasonable denied.
 - c) It is understood by the parties that in order to flex the thirty-five (35) hour work week or accumulate compensatory time off to accommodate the normal workload of employees, compensating time off is allowed at straight time.
 - d) Part-time employees will flex hours of work or accumulate compensatory time off when the employee has worked over their regularly scheduled hours.

ARTICLE 16 - OVERTIME

16.01 Any authorized overtime in excess of seven hours per day or thirty-five hours per week may be either paid at the rate of time and one-half the employee's regular straight time hourly rate or the employee may take time off in lieu of payment at the equivalent rate of the time and one-half the employee's regular straight time hourly rate by mutual agreement between the employee and the Chief Executive Officer or the employee's Manager.

16.02 In situations which are reasonable and unavoidable, the employee must report in writing, the matter which resulted in the unauthorized overtime hours, to the Manager the first working day after the situation has occurred. In these cases, such overtime shall be compensated for as per 16.01.

16.03 Any work performed by an employee on a statutory holiday or Sunday shall be paid at double time the employee's regular straight time hourly rate or the employee may take time off in lieu of payment at the equivalent rate of double time the employee's regular straight time hourly rate by mutual agreement with the Chief Executive Officer or the employee's immediate Manager.

16.04 An employee who is requested by the employer and agrees to remain available for duty on standby outside regularly scheduled working hours shall receive standby pay in the amount of \$4.00 (four dollars) per hour Monday to Friday, \$5.00 (five dollars) per hour Saturday and Sunday, and \$6.00 (six dollars) per hour on statutory holidays. Standby pay will continue if the employee is called in to work.

16.05 On-Call Services by Certified Public Health Inspectors

- a) All Certified Public Health Inspectors will provide on-call services.
- b) All Certified Public Health Inspectors will receive \$7.00 per hour when on-call, plus \$100 pay on a statutory holiday.
- c) On-call hours per week will consist of sixteen (16) hours on weekdays (4:30 pm to 8:30 am) and twenty-four (24) hours on weekends and holidays. On-call is done through a one-week rotation, Friday to Friday.
- d) An employee may on occasion be required to trade or give away an on-call coverage week to another employee. In such case, it shall be the responsibility of the originally scheduled employee to arrange the change to the rotation and notify the manager of the change.
- e) It is understood that a return to work may not be necessary in all situations.
- f) Where an employee spends time resolving an issue, they shall be compensated at the appropriate hourly rate of pay for the actual time (rounded up to the nearest quarter (¼) hour) for all time spent resolving the issue and documenting any actions taken.

- g) The \$7.00/hour on call rate will be adjusted annually by the same percentage as the general wage increase.

16.06 If an employee has completed regularly scheduled hours and left the Health Unit and is called in to work, or is called from standby, the employee shall be paid for a minimum of four (4) hours either at the rate of time and one-half, or the employee may take time off in lieu of payment at the rate of time and one-half, by mutual agreement with the Chief Executive Officer or Manager.

16.07 A member who is required by the employer to travel outside working hours, including weekends, for education, workshops, meetings, or conferences has the option to take time off in lieu of payment at a mutually agreed-upon time in accordance with 16.01 or receive the equivalent rate of pay.

ARTICLE 17 - PAID HOLIDAYS

17.01 Employees shall be granted the following paid holidays and any other day declared or proclaimed as a holiday by the Federal or Provincial governments without loss of their regular straight time rate of pay for that day:

New Year's Day
Good Friday
Easter Monday
Victoria Day
Canada Day
Civic Holiday
Family Day

Labour Day
National Day for Truth and Reconciliation
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day
One floating holiday

The day of Christmas Eve Day if a normal workday
The day of New Year's Eve Day if a normal workday

17.02 After two (2) years of employment, an employee is entitled to one (1) additional floating holiday with pay per year.

17.03 In the event that a paid holiday, other than the day of Christmas Eve and the day of New Year's Eve, as referred to above, is celebrated on a Saturday or Sunday, the Board shall grant a day in lieu thereof to be taken at a time mutually agreed upon between the Board and the Union without loss of regular straight time rate of pay.

17.04 In order to qualify for statutory holiday pay, the employee must work his full scheduled shift on each of the workdays immediately preceding and immediately following the holiday concerned unless excused by his immediate Manager or by the Chief Executive Officer.

17.05 Statutory and floating holidays will be prorated for part time employees based on their regular weekly working hours.

ARTICLE 18 - VACATIONS

18.01 A vacation year shall be defined as the period between January 1st and December 31st in any calendar year. Employees shall receive a vacation with pay on the following basis:

- a) In the year the employee is hired he shall be entitled to vacation with pay based on 1.67 days for each full calendar month of service since the date of hire to the end of that vacation year
- b) All employees shall be entitled to four (4) weeks' vacation with pay during each vacation year subsequent to the year of hiring
- c) After eight (8) years of continuous employment, employees shall be entitled to five (5) weeks' vacation with pay during each vacation year
- d) After sixteen (16) years continuous employment, employees shall be entitled to six (6) weeks' vacation with pay during each vacation year
- e) After twenty-four (24) years continuous employment, employees shall be entitled to seven (7) weeks of vacation with pay.

18.02 Employees whose employment is terminated for any reason will be paid accrued vacation pay prorated according to the number of complete months worked in the year of termination, less vacation entitlement already taken. If at termination an employee has used more vacation credit than accumulated, the Board shall be reimbursed by the employee any such credits to which he was not legally due.

18.03 Employees will be granted the vacation period preferred by the employee and the Chief Executive Officer according to seniority. Two (2) weeks of the vacation period shall be allowed during July and August.

18.04 It is preferred vacation be taken in the year earned. On rare occasions it may be necessary for the Board to request an employee to postpone his vacation period during a particular year. Should this happen, vacation time may then be cumulative. However, under no condition will vacation accumulation be extended beyond a second year.

18.05 Absence as a result of illness, which is paid from sick time benefit, shall not affect the vacation period to which the employee is entitled.

18.06 If a statutory holiday as outlined in this Agreement is observed during an employee's vacation period, he will be granted additional days' vacation for each such holiday in addition to their regular vacation time.

18.07 Vacations for part time employees will be based on their regular weekly working hours.

18.08 Paid vacation time during an employee's probationary period will not exceed vacation time accrued.

ARTICLE 19 - ACCUMULATIVE SICK LEAVE

19.01 Pay for sick leave is for the sole and only purpose of protecting the employee against loss of income when he is ill, and will be granted on the following basis:

- a) Paid sick time during an employee's probationary period will not exceed sick time accrued.

- b) On completion of his probationary period, the employee shall accumulate sick leave credits from his date of hire at the rate of one and one-half (1 1/2) days per month for a maximum of 180 days.
- c) Salary for time lost due to compulsory quarantine shall be paid to employees when certified by the Chief Executive Officer and is not chargeable to sick leave.
- d) Absence for sickness or accident compensable by WSIB will not be charged against the employee's sick leave credits.
- e) When sick pay is claimed the Board shall require an employee to produce a certificate of illness from a registered physician or nurse practitioner after an absence of three consecutive working days.

19.02 On an annual basis, employees are entitled to use up to five (5) days of accrued sick leave in the event of an illness in the immediate family. "Immediate" family means spouse, common-law-spouse or same sex partner, child, stepchild, parent, stepparent, foster parent, foster child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, step-grandparent, step-grandchild, brother-in-law, sister-in-law, and grandparent in-law. Special consideration may be given by the Chief Executive Officer or designate for others not listed above.

ARTICLE 20 - SEPARATION ALLOWANCE

20.01 Employees hired AFTER DECEMBER 31, 1978, AND ON OR BEFORE DECEMBER 31, 1981: Separation allowance of 50% of the accumulated sick leave credits shall be paid after five years of continuous service. In the case of death of an employee after five years continuous service, the accumulated sick leave reimbursement will be paid to the employee's beneficiary.

20.02 Employees hired JANUARY 01, 1982, AND ON OR BEFORE DECEMBER 31, 1996: These employees may use their sick leave attendance credits for sickness purposes only. There will be no vesting of sick leave credits to provide the employee with additional gratuity; EXCEPT IN THE CASE where an employee retires under the present retirement scheme, then such employee shall receive a separation allowance calculated at 50% of the accumulated sick leave credits.

20.03 Employees hired or who become Union members AFTER DECEMBER 31, 1996: These employees may use their sick leave attendance credits for sickness purposes only. There will be no vesting of sick leave credits to provide the employee with additional gratuity.

ARTICLE 21 - MILEAGE ALLOWANCE

21.01 A per diem mileage allowance is paid for all business miles driven. Union members will be paid the maximum 'reasonable rates' for mileage up to 5000 km and over 5000 km posted by the CRA for the calendar year, and these rates will be posted to SharePoint and included on the mileage claim form.

21.02 Employees may claim a minimum of \$5.00 for every day they are required to use their motor vehicle.

21.03 Personal vehicles used in the performance of job-related duties on behalf of the Board shall be covered with a minimum of two million dollars (\$2,000,000.00) of liability insurance. Employee will provide proof of insurance to employer as required.

ARTICLE 22 - MEAL ALLOWANCE

22.01 Employees travelling on Health Unit business shall be entitled to a meal allowance in accordance with current Health Unit Policy: SECTION: II, Human Resource Management – Travel – Meal Allowance.

ARTICLE 23 - GRIEVANCE PROCEDURE

23.01 The parties to this agreement believe it is important to adjust complaints and grievances as quickly as possible. Any employee may present a complaint at any time without recourse to the formal grievance procedure described herein.

23.02 Grievance Procedure

If an employee believes they have a complaint concerning the interpretation, application or administration of this Collective Agreement and makes an allegation that the Collective Agreement has been violated, an earnest effort to settle the dispute shall be made in the following manner:

Step 1: The Union, on behalf of a member or group of members, having a complaint shall within ten (10) working days after the circumstance giving rise to the complaint has occurred or within ten (10) working days of the time that they should have known of the occurrence of the circumstances giving rise to the complaint, reduce the complaint to writing as a grievance and deliver the grievance personally, or mail it by registered mail, to the immediate Manager or designate.

The Union may request a meeting at this point. The immediate Manager or designate shall render their decision in writing not later than seven (7) working days following the presentation of the written grievance.

Step 2: If a satisfactory settlement is not reached in Step 1, the Union may refer the written grievance within five (5) working days of the receipt of the decision of the immediate Manager or designate, to the Chief Executive Officer or designate. A meeting will then be held between the Chief Executive Officer or designate and the Grievance Committee. The Chief Executive Officer or designate shall notify the Union of the decision within ten (10) working days of receipt of the written grievance.

23.03 A Union grievance arising directly between the Employer and the Union concerning the interpretation, application or alleged violation of the Agreement shall be initiated at Step 2 within ten (10) working days following the circumstances giving rise to the grievance.

23.04 An Employer grievance concerning the interpretation, application or alleged violation of the Agreement shall be filed with the Local President or designate within ten (10) working days following the circumstances giving rise to the grievance.

23.05 All grievance forms shall contain only one (1) grievance. A written grievance shall contain a clear and concise statement concerning the complaint, the person(s) involved, the date on which the grievance occurred, and the relief sought if practicable.

ARTICLE 24 - ARBITRATION

24.01 Submission of Grievance to Arbitration

Should any grievance fail to be satisfactorily settled under the foregoing procedure, either party may, within ten (10) working days following receipt of the answer at Step 2, notify the other party, in writing, of its desire to submit the grievance to arbitration. The Board and the Union shall agree upon a single arbitrator to hear the matter. If the parties are unable to agree upon an arbitrator to hear the matter, either party may request the Minister of Labour to appoint one.

24.02 Wherever "arbitrator" is referred to in this agreement, the parties may mutually agree, in writing, to substitute "arbitration board" at the time of reference to arbitration and all other provisions referring to arbitration shall apply accordingly.

24.03 Fees and Expenses of the Arbitrator

- a) Each of the parties hereto shall share equally the fees and expenses of the arbitrator.
- b) In the event the parties agree to a board of arbitration to hear any grievance involving the interpretation, application, administration, or alleged violation of the collective agreement the parties shall share equally in the fees and expenses of the arbitrator. The parties shall be responsible for the fees and expenses of its own nominee, where an arbitration board is used.

24.04 Authority of Arbitrator

The arbitrator shall not be authorized to make any decision inconsistent with the provisions of this agreement, nor to alter, modify, add to, subtract from or amend any part of this agreement, or to deal with any matter that is not a proper matter for a grievance under the collective agreement.

24.05 The decision of the arbitrator shall be final and binding upon the parties and upon any employee(s) affected by it.

24.06 No person shall be eligible for appointment to a Board of Arbitration who, within a period of six (6) months preceding the date of his appointment has been an agent, employee or Board member of the Board or an employee or official of the Union.

24.07 Restriction of Arbitration Chairperson

No person may be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance except as permitted by the Ontario Labour Relations Act, as amended from time to time.

ARTICLE 25 - STRIKES OR LOCKOUTS

25.01 During the term of this agreement, the Board or its representative shall not cause any lockouts, and the Union agrees that neither it nor its representatives shall cause or sanction any strike, slowdown, or other interference.

ARTICLE 26 - OTHER BENEFITS

26.01 Hospital and Medical Insurance:

The Board will contribute 100% of the premium of the Ontario Hospital Insurance Plan for standard ward care, of the Health Plan for semi-private ward care and 70% of the costs of

premiums of the Extended Health Care Plan.

Increase insured benefit under the Vision Care Plan to a maximum of three hundred (\$300.00) per person per twenty-four (24) month period.

26.02 Long Term Disability Insurance:

The Board will contribute one hundred percent (100%) of the costs of Long-Term Disability Insurance Premiums

26.03 Group Life Insurance:

The Board will contribute one hundred percent (100%) of the costs of premiums for an Insurance Policy to provide life insurance benefits in the amount of twice the annual salary of the employee.

26.04 Education:

The Board shall pay for all approved Public Health Courses – fifty percent (50%) upon entrance and fifty percent (50%) upon successful completion. Employees must obtain approval, in writing, from the Chief Executive Officer prior to enrolling in any employment related courses and shall provide the name, cost, the expected duration of the course, and whether a leave of absence without pay is required.

26.05 Dental Plan:

The employer shall institute a Dental Plan equivalent to Blue Cross Plan #9 based on the Ontario Dental Association Fee Guide in effect one year prior to the date treatment is rendered with premiums covered one hundred percent (100%) by the Employer.

26.06 Relocation Expense and Transfer:

An employee who is required to transfer elsewhere in the Health Unit, at the request of the employer, shall be entitled to the following:

- a) mutual agreement
- b) moving expenses
- c) two days off with pay in order to find suitable accommodation before actually transferring; and
- d) at the time of transfer, three days off with pay in order to relocate.

If an employee makes a personal request to transfer (as outlined in Article #8) the costs of the transfer will be reviewed on an individual basis.

26.07 Immunizations and Stop-Smoking Prescriptions:

The employer will provide HPV vaccine, smoking cessation products (to a maximum \$500.00 lifetime) as well as required and preventative immunization vaccines and toxoids for members and their families at no cost.

For those not on full time, but eligible to enroll in the plans as detailed and applicable, premiums will be paid on a pro-rata basis.

ARTICLE 27 - WAGE SCHEDULE

27.01 Job Classifications

Group	Classification
A	Program Assistant
B	Communications Assistant Communications Technician Health Educator Parenting Partner Registered Practical Nurse
C	Food and Logistics Coordinator
D	Tobacco Enforcement Officer
E	Communications Coordinator Health Promoter Student Support Navigator
F	Certified Public Health Inspector
* G	* Immunizer
H	Communications & Public Relations Specialist Health Promotion Coordinator Planning & Evaluation Specialist
I	Dental Hygienist Public Health Dietitian
J	Speech Language Pathologist
K	Public Health Nutritionist
L	Senior Public Health Inspector Speech Language Program Specialist

EFFECTIVE JANUARY 1, 2023

GROUP	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	8 YEAR	9 YEAR
A	23.55	24.16	24.78	25.44	26.07	26.73	27.43	27.97	28.39	28.82
B	26.36	26.90	28.19	29.47	30.73	31.95	33.16	33.85		
C	30.45	31.14	32.24	33.37	34.46	35.56	36.70	37.42		
D	34.69	35.57	36.48	37.43	38.36	39.34	40.39			
E	35.84	36.71	37.62	38.60	39.43	40.50	41.53	42.31		
F	36.11	36.82	37.48	39.17	41.30	43.44	45.59	47.72	48.87	
*G	ONA Base Rate									
H	39.04	40.06	41.09	42.13	43.19	44.30	45.46	46.36		
I	39.04	40.06	41.09	42.13	43.19	44.30	45.46			
J	41.89	43.52	45.08	47.05	48.90					
K	42.93	44.62	46.24	48.22	50.13					
L	48.52	50.66	51.80							

EFFECTIVE JANUARY 1, 2024										
GROUP	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	8 YEAR	9 YEAR
A	24.14	24.76	25.40	26.08	26.72	27.40	28.12	28.67	29.10	29.54
B	27.01	27.57	28.89	30.21	31.50	32.75	33.99	34.70		
C	31.21	31.92	33.05	24.20	35.32	36.45	37.62	38.36		
D	35.56	36.46	37.39	38.37	39.32	41.40				
E	36.74	37.63	38.56	39.57	40.52	41.51	42.57	43.37		
F	37.01	37.74	38.42	40.15	42.33	44.53	46.73	48.91	50.09	
*G	ONA Base Rate									
H	40.02	41.06	42.12	43.18	44.27	45.41	46.60			
I	40.02	41.06	42.12	43.18	44.27	45.41	46.60			
J	42.94	44.61	46.21	48.23	50.12					
K	44.00	45.74	47.40	49.43	51.38					
L	49.73	51.93	53.10							

EFFECTIVE JANUARY 1, 2025										
GROUP	START	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	8 YEAR	9 YEAR
A	24.68	25.32	25.97	26.67	27.32	28.02	28.75	29.32	29.75	30.20
B	27.62	28.19	29.54	30.89	32.21	33.49	34.75	35.48		
C	31.91	32.64	33.79	34.97	36.11	37.27	38.47	39.22		
D	36.36	37.28	38.23	39.23	40.20	41.23	42.33			
E	37.57	38.48	39.43	40.46	41.43	42.44	43.53	44.35		
F	37.84	38.59	39.28	41.05	43.28	45.53	47.78	50.01	51.22	
*G	ONA Base Rate									
H	40.92	41.98	43.07	44.15	42.27	46.43	47.65	46.25		
I	40.92	41.98	43.07	44.15	42.27	46.43	47.65	46.25		
J	43.91	45.61	47.25	49.32	51.25					
K	44.99	46.77	48.47	50.54	52.54					
L	50.85	53.10	54.29							

* The Immunizer job classification is paid a base rate and will coincide with the current rate of the Collective Agreement between The Board of Health for the Northwestern Health Unit and Ontario Nurses' Association.

27.02 Graduate Students

Graduate students awaiting certification shall be paid a wage rate based on 80% per annum of the applicable wage schedule.

Graduate Students who have not obtained certification within twelve (12) months from employment start date may be terminated. Termination of employment for non-certification will not be subject to grievance procedure.

27.03 Responsibility Pay

An employee who is temporarily assigned duties in a higher paid classification in the bargaining unit shall receive the higher rate of pay for all such time worked. An employee who is temporarily assigned duties in a lower paid classification shall maintain their higher rate of pay for all such time worked.

27.04 Annual increments shall be payable on the following basis:

- a) Full-time employees will advance to the next level on the anniversary date of their employment.
- b) Less than full-time employees will advance from their present level to the next level as set out in 27.01 – Job Classifications after working fifteen hundred (1500) hours.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 Direct wage and/or compensation increases, and statutory deductions will come into effect on January 1 each year. Any other changes become effective from the first day following ratification.

28.02 This Agreement, when signed by the proper officers of the Union and the Board shall become effective as of the 1st day of January 2023 and remain in full force and effect to and including the 31st day of December 2025, and from year to year thereafter unless changed or terminated by either party, which requires the serving of a written notice to the other party giving a date not less than thirty days after which expiration thereof negotiations will commence within fifteen days.

ARTICLE 29 - GENERAL

29.01 Wherever the feminine or masculine pronoun is used in this Agreement, it includes the gender-neutral pronoun where the content so requires. Where singular is used, it may also be deemed to mean plural.

29.02 There shall be no reduction of existing privileges or change in working conditions during the life of this agreement unless there is change in operations because of government policy.

29.03 Working conditions, as referred to in this article, shall include work schedules and job duties.

29.04 The cost of preparing and reproducing the Collective Agreement is shared between the Northwestern Health Unit and the Union. The Health Unit will bill the Union for the cost of preparing and reproducing the Collective Agreement.

29.05 Personnel File

Upon written request, an employee shall have reasonable opportunity to review their personnel file in the presence of the Human Resources Manager or designate at a mutually agreed time.

No evidence from the employee's record may be introduced as evidence in any hearing of which the employee was not aware at the time of filing. To this end, an employee shall be required to sign any disciplinary/performance-related document to be included in his/her file to indicate that he/she has read it.

Records of disciplinary nature shall be removed from an employee's personnel file after two (2) years without further related disciplinary incidents.

An employee shall have the right to make copies of any material contained in his/her personnel file.

29.06 Personnel Meetings

When scheduling a meeting with a member to discuss disciplinary issues, position re-assignment or any other personnel issue, management will inform the member of his/her right to have a Union steward or other Union representation present at the meeting. Reasonable notice shall be given of any such meeting to allow sufficient time for the Union representative to attend.

ARTICLE 30 - JOB SECURITY

30.01 With respect to the development of any operating or restructuring plan which may affect the bargaining unit, the Union shall be involved in the planning process from the early phases through to the final phases of the process. The Employer will provide the Union with pertinent financial and staffing information and with a copy of any reorganization plans which impact on the employees.

ARTICLE 31 - JOB SHARING

31.01 Employees in a full-time position may request to "job share" their position. Subject to mutual agreement of the parties, such request may be approved subject to the following conditions:

The portion of the job filled shall be posted as per the collective agreement.

Should the original incumbent leave the arrangement, either through termination or job posting, the full-time position shall be posted.

Should the incumbent that accepted the other half of a "job share" agreement leave the arrangement, the position shall revert back to a full-time position. The original incumbent at this time may again request to "job share" his/her position.

Both incumbents in the job share agreement shall become members of the Union and shall be entitled to all rights and privileges contained in this agreement.

It is understood and accepted that the responsibility of the position is shared between the two incumbents.

ARTICLE 32 - DEFINITIONS

32.01 "Casual Employee" shall be defined as an employee who works on an as needed basis, does not have regularly scheduled hours, employment may vary in length from day to day or week to week, or in the event that a permanent employee provides medical documentation to the employer that indicates they will be on leave for a short term, one (1) to six (6) weeks.

32.02 "Term Employee" shall be defined as an employee who is hired to fill a temporary vacancy, such temporary vacancy not to exceed one (1) year except in the case of extended illness which may be up to two (2) years, or in the case of pregnancy/parental leave which may be up to eighteen (18) months, where the budget for a position has not been determined by direct levy assessment, the position may be classified as "term" for a period of up to three (3) years at which time the position shall be re-posted as permanent and brought into the union. If such position is made permanent by the Board of Health at any time during the three (3) year period, it shall be re-posted and brought into the union at that time.

32.03 "Permanent Employee" shall be defined as an employee who has made a commitment to be available for work on a regular predetermined basis and has completed the probationary period.

32.04 "Student" is defined as a person who is employed for a period not to exceed four (4) months, or such longer period as may be mutually agreed to by the Union and employer through a Letter of Understanding, and who was a student in a school, college, university, or other educational institution prior to being employed by the employer, or who may be working under a co-operative work study program and is employed at any time by the Employer, and who is intending to return to school at the end of the vacation period or work study program.

Students shall not pay Union dues and shall not be members of the bargaining unit.

The Employer agrees that the use of students shall not result in a reduction in jobs, or hours of work for bargaining unit members.

COLLECTIVE LABOUR AGREEMENT

between

THE BOARD OF HEALTH FOR THE NORTHWESTERN HEALTH UNIT

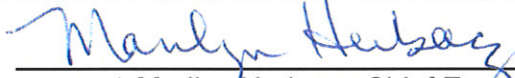
and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION - LOCAL 521

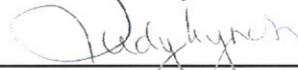
Signed this _____ day of _____, 2022 at Kenora,
Ontario

REPRESENTING:

THE BOARD OF HEALTH FOR THE NORTHWESTERN HEALTH UNIT



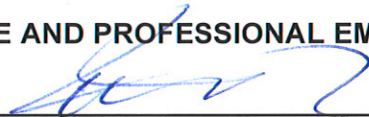
Marilyn Herbacz, Chief Executive Officer



Judy Lynch, Manager of Human Resources

REPRESENTING:

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION - LOCAL 521



Don Talarico, Staff Representative - COPE Ontario



Judy Roy, Vice President - LOCAL 521