



**COLLECTIVE AGREEMENT**

**between**

**WINDSOR-ESSEX COUNTY HEALTH UNIT  
(hereinafter referred to as the "Employer")**

**and**

**THE CANADIAN UNION OF PUBLIC EMPLOYEES  
AND ITS LOCAL 543.3**

**(hereinafter referred to as the "Union")**

**EXPIRY DATE: December 31, 2025**

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## **ARTICLE 1 - RECOGNITION**

- 1.1 The Employer recognizes the Union as the bargaining agent for all its employees, save and except for Managers, persons above the rank of Managers, Nurses, Executive Administrative Assistants, **Financial Analyst**, Co-ordinators (excluding those Co-ordinators on the current CUPE grid Schedule A and B), Administrative Assistants and Human Resources Generalists.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

- 2.1 The Union recognizes the right of the Employer to hire, lay-off, promote, demote or transfer any employee and to suspend or otherwise discipline and discharge any employee for just cause. The Union further recognizes such other rights as the Employer might have conferred upon it by any Statute from time to time. The exercise of such rights by the Employer shall be subject to the right of the employee or Union to lodge a grievance in the manner and to the extent provided herein.
- 2.2 No employee shall be required or permitted to make any written or verbal agreement which may conflict with the terms of this Agreement.

## **ARTICLE 3 - RIGHTS OF THE EMPLOYER AND UNION**

- 3.1 The Employer and the Union agree that all rights, privileges and authorities vested in them respectively by this Agreement shall be exercised in a manner consistent with the terms thereof and shall be subject to the procedures, provisions, regulations and restrictions governing the exercise of such rights, privileges and authorities as provided in this Agreement.

## **ARTICLE 4 – RECOGNITION**

- 4.1 **Probationary Employee:**
  - (a) Every employee shall be subject to a probationary period of ninety (90) calendar days from date of hiring, during which period the Employer shall have the right to discharge such employee without grievance, provided that every employee shall have the right to grieve on any other matter coming within the scope of this Agreement and shall otherwise enjoy the rights, privileges and benefits and shall conscientiously perform and observe all obligations and responsibilities contained in this Agreement. Benefits for **new employees** shall apply after ninety (90) calendar days.
  - b) During the said probationary period, if any employee is laid off for any period not exceeding fourteen (14) calendar days, such lay-off shall not be deemed to be an interruption of **their** continuous employment, but shall not be counted for the purpose of calculating the period of ninety (90) calendar days aforesaid.

- c) During the time that an employee is serving a probationary period in accordance with the terms of this article, **they** shall be known as a probationary employee, and thereafter, **they** shall be known as a regular employee. The term "employee" as used throughout this Agreement, shall be deemed to include either or both probationary and regular employees in accordance with the context, unless otherwise stated.
- d) Upon satisfactory completion of the probationary period aforesaid, the seniority of an employee shall be effective from the date upon which the probationary period commenced.

#### 4.2 **Personnel Records:**

- a) A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with the employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add **their** views to such evaluation prior to it being placed in **their** file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.
- b) Each employee shall have reasonable access to **their** file for the purpose of reviewing their content in the presence of Human Resources. A copy of the evaluation will be provided to the employee at **their** request. No document shall be used against an employee where it has not been brought to **their** attention in a timely manner.
- c) Any letter of reprimand, suspension or other sanction will be removed from the record of an employee eighteen (18) months following the receipt of such letter, suspension or other sanction.

#### 4.3 **Temporary Employee:**

- a) A temporary employee is a person who is employed on a temporary basis for a term not exceeding eighteen (18) months, to replace a person who is off duty by reason of illness, maternity leave, leave of absence or a person who is engaged for an emergency. In the event a temporary employee's employment exceeds eighteen (18) months they will then be classified as a Full Time Employee. Should the occasion arise whereby a temporary position is needed to supplement existing work force, the parties agree to discuss such need at Labour Management.  
As well, a temporary employee is a person who is employed on a temporary basis for a term not exceeding eighteen (18) months to supplement the existing work force, or to perform duties related to a specific project. The parties will meet and agree to discuss such need at the Labour Management meeting.

- b) A temporary employee that is hired externally shall not acquire or accrue seniority during temporary employment. If an employee is subsequently hired to fill a staff vacancy upon completion of the prescribed probationary period the employee's seniority shall be effective from **their** last starting date of continuous employment.
- c) A temporary employee who works for a period of one hundred and twenty (120) calendar days shall be entitled to the following benefits. The cost of the benefits shall be in accordance with the collective agreement. The entitlement and accumulation of benefit credits will commence on the 121st day.

Details as to the benefits will be provided by the Employer at time of hire.

- (i) Article 19.2, 19.3, 19.4, 19.5, 19.6, 19.7
  - (ii) Article 15.1, 15.2, 15.3, 15.4, 15.5, 15.6, 15.9
  - (iii) Article 17.5 - Bereavement
  - (iv) Article 20 - Sick Leave Plan
- d) Temporary employees shall be bound by the terms of this agreement including Article 6 - Union Security. Any remaining terms of employment not addressed in this article shall be governed by the Employment Standards Act.
  - e) Persons employed as Student Health Inspectors are temporary employees and not entitled to benefits under this Agreement. Student Health Inspectors shall apply for, be examined for, and obtain their certification at the first opportunity. The probationary period for such employees shall commence to run from the date of certification as shown on **their** Canadian Institute of Public Health Inspectors certificate. Seniority of such person as a Public Health Inspector and as an employee of the Employer shall date from the date of the certification.
  - f) Persons hired and working under Provincially and/or Federally sponsored Employment Programs/Temporary Grants will be considered as temporary employees. These Employees shall have the rights as set out in Article 4.3 of the Collective Agreement. Those employees shall not replace or directly displace any bargaining unit employee.

4.4 An employee shall notify the Human Resources Department of any change of address or change in family status (i.e. additional dependents) as soon as possible. The employee will file an amended Personal Data Sheet and an amended TD1.

#### 4.5 **Medical Examination:**

All new hires may be subject to a medical report satisfactory to the Employer as to the physical fitness of the applicant. All necessary medical examinations, including x-rays, shall be arranged by the applicant at the expense of the Employer.

### **ARTICLE 5 - NO DISCRIMINATION**

5.1 The parties agree that all employees are obligated to interact on the basis of mutual respect and any form of harassment, sexual harassment or discrimination will not be tolerated. In this regard, the parties are committed to a discrimination, harassment and bullying free work environment.

5.2 The Employer and the Union agree that there will be no discrimination, intimidation, interference, restriction or coercion exercised or practiced by the Employer or the Union or by any of their representatives with respect to any employees by reason of race, colour, creed, age, sex, sexual orientation, marital status, family status, disability, ancestry, ethnic origin, place of origin, citizenship, political or religious affiliation, nor by reason of membership or non-membership in a trade union.

5.3 Harassment is a form of discrimination and is defined as vexatious comment(s) or conduct in relation to a person or group of persons that has the effect or purpose of creating a hostile or intimidating working environment when such treatment has the effect or purpose of threatening or intimidating a person; or such treatment abuses the power that one person holds over another or misuses authority; or such treatment has the effect or purpose of offending or demeaning a person or group of persons on the basis of race, colour, creed, age, sex, sexual orientation, marital status, family status, disability, ancestry, ethnic origin, place of origin, citizenship, political or religious affiliation or by reason of membership or non-membership in a trade union,

Harassment may occur during one incident or over a series of incidents including incidents which, in isolation, would not necessarily constitute harassment. Harassment may also be directed at a group as well as at an individual, Harassment may be psychological, verbal or physical or may be all of these.

#### 5.4 **Sexual Harassment**

Sexual harassment attacks the dignity and self-respect of the victim. The parties are committed to a workplace free of sexual harassment.

"Sexual Harassment" includes:

- a) any unwanted sexual attention or behaviour by a person who knows or ought reasonably to know that such attention is unwanted; or
- b) any implied or expressed promise of reward for complying with a sexually oriented request; or
- c) any implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity for refusal to comply with a sexually oriented request; or
- d) any inappropriate verbal or physical conduct that has a focus on sexuality or sexual identity in what reasonably may be perceived as a hostile, intimidating or offensive manner; or
- e) the communication or display of material with a focus on sexuality or sexual identity that has the effect or purpose of creating a hostile or intimidating working environment.

5.5 Any complaint of discrimination, harassment or sexual harassment may be grieved using the procedures set out in this Collective Agreement.

A grievance of this nature shall be promptly investigated and appropriate action taken.

Reasonable effort shall be made and maintained by all parties to treat the complaint in a sensitive and confidential fashion, consistent with providing reasonable information to the complainant and the person against whom the complaint is made as to the nature of the allegation, the progress of the complaint and its resolution or disposition.

It is agreed that any member involved in a complaint will have the right to have a Union Representative present to assist them.

Where the alleged harasser is the person who would normally deal with any of the steps of the grievance, the alleged harasser will not be permitted to participate in the grievance process and will be replaced by an alternate individual.

The parties agree that there will be no discrimination consistent with the provisions of the Ontario *Human Rights Code*.

## **ARTICLE 6 - UNION SECURITY**

6.1 All employees of the Employer, for whom the Union is bargaining agent as provided in this Agreement, shall be or immediately become and remain members of the Union in good standing, in accordance with the constitution and by-laws of the Union, as a condition of employment or continued employment by the Employer. The Employer agrees, therefore, that, subject to the Ontario

Labour Relations Act, as it may be amended from time to time, it will not retain in its employ any employee covered by this Agreement who is not a member of the Union in good standing.

- 6.2 All new employees, within three (3) working days after commencement of employment, shall obtain application forms for membership in the Union from the Secretary or other authorized representative of the Union. **All new employees will be introduced to at least one member of the local 543.3 union committee, this will occur during their WECHU orientation. The Union local representative will have a period of thirty (30) minutes to familiarize employees with the Union.**
- 6.3 The Union agrees to advise the Director of Corporate Services in writing, within forty- eight (48) hours, of the date upon which the application of an employee for membership in the Union is refused.

#### **ARTICLE 7 - CHECK-OFF OF UNION DUES**

- 7.1 The Employer agrees to deduct Union dues and special Union assessments applicable to all members and authorized under the Union's Constitution from the pay of every employee within the scope of this Agreement; and to transmit the total amount of such deductions to the Local Union Treasurer by the 15th of the month following the month such deductions are made. Deductions shall be taken from each pay and shall be accompanied by a list of employees from whose wages the deductions were made.
- 7.2 The Employer shall type the amount of Union dues paid by an employee in that year on the Income Tax T-4 slips.

#### **ARTICLE 8 - REPRESENTATION**

- 8.1 The Employer posts publicly a copy of the agenda and minutes for each Windsor-Essex Health Unit Board Meeting, at the same time that such agenda and minutes are forwarded to members of the Windsor-Essex Health Unit Board Members.
- 8.2 The Union agrees that, except in the case of a matter pertaining to the terms of this Agreement, or any other matter affecting employees under this Agreement, which is included in the agenda mentioned in paragraph (8.1), neither of the officers nor any member of the Union will make representation either directly or indirectly to any member or members of the Employer Board with respect to any matter coming within the operation of this Agreement or within the procedures provided by the Labour Relations Act unless and until all proper procedures by this Agreement, the Labour Relations Act or any other applicable Statute have been exhausted.



- 8.3 The Union shall have the right at any time to have the assistance of official representatives of the Canadian Union of Public Employees at any meeting arranged with the Employer for the purpose of negotiating the terms of a new Agreement or to discuss any matter arising out of the terms of this Agreement.
- 8.4 Employees required by the Employer to attend any meetings for the purpose of processing grievances, or for any purpose will do so at the expense of the Employer as such attendance is required during such employee's working day.

## **ARTICLE 9 - GRIEVANCE PROCEDURE**

- 9.1 The Parties to this Agreement believe that it is important to address complaints and grievances as quickly as possible. Any employee and/or the Union may present a complaint at any time by following the grievance procedure, described herein.
- 9.2 In the event of a complaint by an employee covered by this Agreement that they have been discriminated against, or discharged or disciplined, without just cause, or have been otherwise dealt with unjustly, they may file a grievance against the Employer within ten (10) working days of the circumstances giving rise to the grievance. The following shall be the procedures in processing and handling grievances:

### **Preliminary Complaint and Discussion**

**Prior to a grievance being filed by the Union, the employee will request a meeting with the immediate Manager to discuss the issue. If this meeting does not occur or resolve the issue, then the employee may request a grievance be filed at step 1.**

### **STEP NO. 1**

The employee and/or a representative of the Union shall arrange a meeting with the immediate Manager to discuss and resolve the grievance. A meeting will be scheduled within five (5) working days to discuss the grievance.

### **STEP NO. 2**

If the grievance is not settled at Step No. 1, the employee and/or a Representative of the Union may, within five (5) working days of the date of receiving the answer of the immediate Manager, deliver in writing the grievance to the Divisional Director who shall schedule a meeting to hear the grievance within five (5) working days. The Divisional Director shall give a decision in writing within three (3) days of hearing the grievance.

### **STEP NO. 3**

If the grievance is not settled at Step No. 2, then the Grievance Committee may, within five (5) working days of the date of receiving the answer of the Divisional Director refer the grievance to the Chief Executive Officer (CEO), who shall schedule a meeting with the Director of Human Resources and the Grievance Committee to hear the grievance within five (5) working days. The Chief Executive Officer (CEO) shall give **their** decision in writing within fifteen (15) working days of the receipt of the grievance. If the grievance is not settled at Step No. 3, then the Union may refer the grievance to Arbitration.

#### **9.3 Arbitration:**

Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the parties may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing within twenty (20) working days of the answer at Step 3 of the Grievance procedure, of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee to an Arbitration Board.

The recipient of the notice shall within six (6) days inform the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within six (6) days of the appointment of the second of them appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an arbitrator, or if the two appointees fail to agree upon a Chairperson within the time limits, the appointment shall be made by the Minister of Labour for Ontario upon request of either party. The Arbitration Board shall hear and determine the difference or allegation and shall issue a decision and the decision is final and binding upon the parties and upon any employee affected by it. The decision of the majority is the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson governs.

It is agreed that the parties may, in lieu of submitting the grievance to Arbitration by a Board, submit the grievance to a single arbitrator in which case the notice of arbitration will contain the first party's suggestions for the single arbitrator. The second party shall respond within six (6) days of the notice either by agreeing to a proposed arbitrator or suggesting alternate arbitrators. If the parties fail to agree upon an arbitrator, the Minister of Labour for Ontario shall make the appointment at the request of either party.

- 9.4 Either party, with the agreement of the other, may submit the grievance to mediation following receipt of the reply from Step 3 of the Grievance Procedure. Where the matter is so referred, the Mediation process shall take place before the matter is arbitrated. The Union and the Employer will share the cost, of the mediator.
- 9.5 The Arbitration Board shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provision in lieu thereof or to give any decision contrary to the express intent or terms and conditions of this Agreement, or in any way modify, add to or detract from any provision of this Agreement. Each of the parties to this Agreement will pay the fees and disbursements of **their** appointee to the Arbitration Board and will share equally the fees and disbursements of the Chairman.
- 9.6 In the event an employee is discharged and it is considered an injustice has been done, the matter shall be taken up as a grievance at Step No. 3 of the Grievance Procedure.
- 9.7 Notwithstanding any other provisions of this Agreement, grievances may be settled by confirming the Employer's action or by any other arrangement which is just and equitable in the opinion of the parties or the Arbitration Board.
- 9.8 Any of the time allowances provided above may be extended by mutual agreement in writing between the parties.
- 9.9 It is agreed that both parties shall have the right to call such witnesses as are necessary for the purpose of giving evidence during the hearing of a grievance at any level.

#### **ARTICLE 10 - DISCIPLINE**

- 10.1 Whenever a written work infraction is issued, or whenever a recommendation is made for suspension or discharge of any employee, a copy of the work infraction report shall be delivered to the employee in the presence of the Union Steward who shall also receive a copy of the said report. In cases of suspension or discharge, the Grievance Procedure shall commence at Step 3 of the grievance with the CEO, or designate and any grievance shall be delivered within five (5) working days after delivery of the infraction report.

Thereafter, the grievance shall proceed in the same manner as any other grievance under Article 9

## **ARTICLE 11 - SENIORITY AND RETIREMENT**

### **11.1 Application:**

Whenever seniority is to be applied for the purposes of the Agreement it shall mean the length of continuous service with the Employer, as an employee within the jurisdiction of the Local, measured from the date from which seniority becomes effective in accordance with paragraph 4.1 of Article 4 of this Agreement.

### **11.2 Seniority List:**

The Employer shall cause a list to be made of all employees covered by this Agreement readily showing their length of service with the Employer. Such lists shall be posted to the intranet and a copy shall be sent to the Secretary of the Union, in January of each year.

11.3 An employee shall accumulate seniority unless any of the following events occurs in which case the employee shall lose all rights and employment:

- a) if **they** voluntarily **quit** the employ of the Employer;
- b) if **they are** discharged and such discharge is not set aside under the Grievance Procedure herein.
- c) if **they are** laid off for a continuous period exceeding twenty-four (24) months calculated from the day of lay-off;
- d) if **they are** absent for medical reasons without pay or sick leave benefits for more than twenty-four (24) months calculated from the expiration of the sick leave benefits;
- e) if **they are** absent from work without permission for a period of three (3) consecutive working days, unless such absence was caused by physical disability or other circumstance beyond the control of such employee, as a result of which he was unable to advise the Employer of an adequate reason for **their** absence;
- f) if **they fail** to notify the Employer within five (5) days after the mailing of a notice requiring the employee to return to work, sent by registered mail to **their** last known address, of **their** intention to return to work;
- g) if **they fail** to return to work on the appointed day after notification in 11.3 (f) above;

- h) If the employee works elsewhere during a leave, sick leave or other absences from work without receiving permission from the employer.

#### 11.4 **Seniority:**

Seniority shall be retained but not accumulated when an employee is absent from work under the following circumstances:

- approved leave of absence not specified in Article 11.3 above

This clause shall be interpreted in a manner consistent with the Ontario Human Rights Code

- 11.5 Whenever an employee is transferred from one department to another department within the jurisdiction of the Local, **they** shall not lose the right to exercise **their** seniority based upon **their** length of service with the Employer within the said Local Union.

- 11.6 a) Whenever an employee is transferred from one department to another department within the jurisdiction of the Local, **they** shall not lose the right to exercise **their** seniority based upon **their** length of service with the Health Unit within the said Local Union. Vacation approved prior to the transfer shall remain intact; except as provided in (b) below
- b) An employee who exercises their seniority on a job pursuant to Article 12 will not be entitled to utilize seniority to deprive a junior employee of previously approved vacation. Vacation approved prior to the job posting will not be approved in the new position if coverage during this period will decline below 50% (or 33% if the Department has three (3) CUPE employees.) **This provision will not apply during a layoff or resulting impact of job redundancies.**

- 11.7 An employee who accepts a position outside the bargaining unit shall be entitled to return to **their** former bargaining unit position with the seniority **they** had accumulated at the time of the promotion if **they are** not confirmed by the Employer in the new position within one (1) calendar year from the date of the promotion or if the promotion is only for a specific temporary period.

### **ARTICLE 12 - PROMOTIONS, TRANSFERS AND APPOINTMENTS**

- 12.1 a) In all promotions, reclassifications, transfers and appointments, the required qualifications, skills and knowledge shall be the primary requirement and where such qualifications are equal, seniority shall be the determining factor. The Employer shall send a circular by electronic mail to all employees, coming within the jurisdiction of the Local and shall email a copy to the Chairperson and a hard copy to the Union secretary. The circular shall be posted for a period of five (5) working days and shall

contain nature of position, term of employment, qualifications, knowledge, education, skills, current wage grid and location. Such positions shall be filled without reasonable delay by qualified applicants as indicated above.

Where a test is required by the Employer it shall be done in accordance with Article 12.1 (b)

Without limiting the generality of the foregoing, the Employer will attempt to fill job vacancies within four (4) weeks from the closing of the job posting for the position being vacated by the original successful applicant.

If there is no seniority person qualified within the Local as aforesaid, the Employer may then proceed to advertise the position and may appoint any person having the required qualifications, skill and knowledge provided that, if the position is not filled within ninety (90) days after expiry of the said posting period, the Employer shall not fill the position thereafter without posting the position again in the same manner as aforesaid. In the event that a position posted as temporary only shall subsequently be established by the Employer as a regular position, it shall immediately be reposted in accordance with the provisions of this paragraph. It is agreed that it is not necessary to post a reclassified position when there is an incumbent in the position which is being reclassified.

- b) Whereas the Union and the Employer wish to mutually address the issue of testing during job competitions in order to reduce or eliminate any future disputes on the issue, and to provide for policies and procedures for such testing all in accordance with the Collective Agreement, they mutually agree as follows:
1. If the Employer wishes to conduct a test, it shall indicate on the job posting that applicants may be required to take a test. This will be a standard test and the contents of the test shall be related to the job.
  2. Applicants who have the necessary qualifications will be given reasonable advance written notice of the date of the test.
  3. The notice of the test shall also describe the general subject matter of the test.
  4. In any case, all tests, and the administration of the testing process, including marking, will be:
    - a. Fair, unbiased and reasonable; and

- b. Designed to actually, assist the Employer in determining whether the Employee has the necessary skill and ability to perform the duties involved.
5. Employees who successfully complete a test, but are not appointed to the posted job, may elect not to be retested for the same job classification for a period of one (1) year, unless the job duties have changed substantially so as to require a new Job Evaluation. If the employees apply for a position in the same classification, no job testing shall be conducted. *(For the purpose of this Letter, "classification" means each different "job" in the current collective agreement. For example, Receptionist/Switchboard, Dental Clerk, Administrative Clerk, IDC Clerk, CDIP Clerk, are all different classifications.)*
6. This agreement does not alter, or amend, or in any way affect the parties' rights under the Collective Agreement, in particular Article 12.

## 12.2 Lateral Move

With respect to lateral movement within the same job classification the senior applicant within the job classification will be awarded the position, without an interview or testing, provided the employee demonstrates that **they have** the qualifications, skills and knowledge to perform the required work. Job classification shall mean the job title that the employee is currently occupying.

## 12.3 Confirmation Period

Every employee who is appointed to another position within the jurisdiction of the Local shall be subject to the confirmation period of ninety (90) calendar days. At the end of such time the Employer shall either confirm such employee in the new position or shall return **them to their** former position without loss of seniority. It is understood that the Employer shall have the right to reduce the confirmation period of any employee who has successfully completed the probationary period referred to in Article 4 hereof. The employee may elect to return to **their** former position at any time during the first thirty (30) calendar days of the above ninety (90) calendar day confirmation period without loss of seniority.

Once the first thirty (30) calendar days have been exhausted, any employee filling a contract must complete the term of the contract and will not be permitted to apply for another contract position, unless one of the following conditions are met:

- a) The employee is within the final thirty (30) days of their current contract; or

- b) The term of the new contract does not overlap their current contract.

Employees will still be permitted to apply for any permanent full-time positions with the employer at any time during the term of their contract.

**12.4 Notice to Applicants:**

The Employer agrees to notify in writing all unsuccessful applicants for a position at least forty-eight (48) hours before such position is occupied and, in any event, within six (6) weeks after the expiry of the posting period. Such notice shall indicate the reason why the unsuccessful employee applicants were not selected to fill the position.

**12.5 Notice to Union:**

The Union Secretary shall be notified by the Employer forty-eight (48) hours prior to every appointment and within forty-eight (48) hours of every resignation, dismissal or lay-off to or from any position within the bargaining unit.

- 12.6 When a vacancy becomes available in a position where such work is divided into districts, the Employer will allow the most senior employee who wishes the district to fill the position subject to the efficient operation of the Department and provided the employee has the required skill, ability and experience to adequately perform the work.

**ARTICLE 13 - CLASSIFICATION PROCEDURE**

- 13.1 The Employer agrees that a copy of the bargaining unit's salary reclassifications, approved by the appropriate funding Ministries, showing position and salary rates, shall be sent to the Secretary of the Union at the same time they are sent to the Health Unit or by March 1st of the current year whichever occurs first.

**ARTICLE 14 - STATUTORY HOLIDAYS**

- 14.1 All employees within the scope of this Agreement shall be paid at the regular rate of pay for each of the following legal holidays.

New Year's Day

Family Day

Good Friday

Easter Monday

Canada Day (July 1st)

Civic Holiday

Victoria Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Eve Day

Christmas Day

Boxing Day

New Year's Eve Day

One Floating Holiday

and any other day declared by a competent authority to be a holiday.



14.2 **Holidays on Saturdays and Sundays:**

Should any of the above mentioned holidays fall on a Saturday or Sunday, the employees will take the day designated by the Employer as the holiday. Further, the Employer will post in January each year a Holiday Schedule for the year.

14.3 **Payment of Holidays:**

Where, for any cause, an employee within the scope of this Agreement is required to work for any period of time during the aforesaid holiday, such employee shall be paid double the prevailing rate, in addition to the normal holiday pay as provided under Paragraph 14.1 of this Article.

14.4 An employee shall not be paid, or receive time off in lieu thereof, for any of the above legal holidays, if **they are** absent without good cause or without pay on either the scheduled working day immediately preceding or immediately succeeding any such holiday.

14.5 Notwithstanding anything hereinbefore contained, it is understood and agreed that, unless **they have** completed the first thirty (30) calendar days of **their** probationary period, no employee shall be entitled to be paid for any non-statutory holiday provided under this Article.

**ARTICLE 15 - VACATIONS**

15.1 An employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:

Less than one year: 1.6 working days for each calendar month

In the calendar year of the 1<sup>st</sup> anniversary and each year thereafter: 20 working days

In the calendar year of the 12<sup>th</sup> anniversary and each year thereafter: 25 working days

In the calendar year of the 20<sup>th</sup> anniversary and each year thereafter: 30 working days

In the calendar year of the 25<sup>th</sup> anniversary and each year thereafter: 35 working days

Any person employed for any period less than twelve (12) months shall, upon lay-off be paid vacation pay equal to 5% of **their** earnings for such period.

- 15.2 Each employee shall be permitted to take the full annual vacation to which **they** would be entitled.
- 15.3 When an employee's employment is terminated for any reason, other than normal retirement, **they** shall be entitled to the terminal vacation allowance covering vacation earned but not taken.
- 15.4 Where an employee has not been in receipt of wages or sick leave credits during the full calendar year, the length of vacation shall be pro-rated.
- 15.5 **Vacation Credits**

It is agreed that, upon the death of an employee, the Employer shall pay the value of any unused vacation entitlement, according to this Agreement, to the legal representative of such employee pursuant to the laws of Ontario.

It is agreed that, if it becomes necessary for an employee to be admitted to hospital as a bed-patient, as a result of illness or injury suffered while on vacation, or as a result of a recurrence of any disability for which such employee would otherwise be entitled to Workplace Safety and Insurance Board, the time spent in hospital shall be charged to such employee's accumulated sick leave or Workplace Safety and Insurance Board as the case may be; provided that the employee shall provide proof of such hospitalization satisfactory to the **Director** of Human Resources.

Employees shall be permitted to carry-over up to ten (10) days of vacation for a maximum of one (1) year.

- 15.6 If a vacation is taken during a calendar year in which the employee does not fully earn the vacation by working a full twelve (12) months in that year, the vacation entitlement shall be pro-rated, and the employee shall repay or have deducted from **their** last pay, the portion of the vacation pay which exceeds the vacation actually earned up to such termination of employment.
- 15.7 Requests for vacation periods for the calendar year must be submitted through **the electronic payroll system**. All requests received up to and including **February 1<sup>st</sup>** shall be dealt with as stated in 15.8 below. Requests will be approved by **February 15<sup>th</sup>** of each year. Requests received after **February 1<sup>st</sup>** shall not be dealt with on the basis of seniority, but on the basis of the date the request is received. Requests will be approved or denied within fourteen (14) days of receipt. Both of these provisions are subject to the management rights of scheduling set out in the following paragraph; Provided further that vacation time shall be scheduled by the Director so as to permit 75% of the employees to take their vacations during the period of May 1<sup>st</sup> to September 30<sup>th</sup>.

15.8 Notwithstanding anything herein contained, all vacation time shall be subject to management approval, so far as may be required to ensure the efficient operation of the department, and subject to that, shall be allotted upon request according to seniority as to requests received in writing to the 1st of **February** in each year and for that year, and after **February 1<sup>st</sup>** on the basis of the time the request is received. If an employee wishes to take **their** vacation in two or more periods, **their** right to claim seniority (if any) shall be with respect to one vacation period only which the employee may designate. Upon allocation, vacation times shall not be changed at the request of the employee unless agreed by a **Manager**.

15.9 **Holidays During Vacation:**

Where a statutory holiday, as defined herein, occurs during an employee's vacation period such employee shall be entitled to one (1) extra day's vacation in lieu thereof.

**ARTICLE 16 - HOURS OF WORK/OVERTIME**

16.1 Employees shall work seventy (70) hours in a pay period (2 weeks).

16.2 The normal work day of an employee shall take place between 8:30am to 4:30pm, Monday to Friday. However, it is recognized that the nature of Public Health Programs for employees requires flexible work hours.

It is understood that the parties will give consideration to having two (2) Health Inspectors make a visit where there are legitimate health and safety concerns.

It is understood that the employees will continue to flex their hours of work as required to meet work demands, in accordance with the current practice, and as set out in the collective agreement.

16.3 The normal work week for all employees will be thirty-five (35) hours per week (exclusive of meal time), but inclusive of two (2) fifteen (15) minute rest periods per day, or shall average seventy (70) hours over a bi-weekly pay period.

16.4 Employees shall adjust their work time within a seventy (70) hour pay period subject to it being mutually agreed upon by the employee and their immediate Manager through face to face, voice mail or e-mail communication. The mutually agreed hours of work will be maintained on the weekly activity schedule as per Article 16.5. The employee will ensure that there is adequate coverage in their area of work during their time off duty within normal working hours.

Notwithstanding the foregoing, employees may be permitted to adjust their hours from the second week of seventy (70) hour pay period to the following pay period with the permission of their supervisor.

- 16.5 Employees will maintain an accurate planned weekly activity schedule in their Outlook calendar with full permission granted to their immediate Manager(s) and Divisional Director for the purpose of viewing the calendar.
- 16.6 For employees, all work in excess of seventy (70) hours in a pay period (two weeks) will be compensated in pay or time off at the rate of time and one-half, at the employee's discretion. Compensatory time off is to be taken within thirty (30) days subsequent to the pay period in which it is earned, in consultation with the employee's Manager. It is understood that overtime worked shall be approved prior through discussion with the immediate Manager. In an emergency situation where post approval is required, the employee must discuss the situation with the immediate Manager during the next working day.
- 16.7 For employees all weekend work required by the Employer will be compensated at a rate of time and one-half for Saturday and double-time on Sunday.
- 16.8 All overtime shall be on a voluntary basis, and it is mutually agreed that overtime shall be distributed as equitably as possible among employees in the same department and/or district, and within the same classification who are performing similar duties. The Employer shall maintain a record of all overtime hours worked for the purpose of equal distribution on an annual basis and a copy of this report shall be forwarded to the Union Secretary upon request.

The Employer shall offer the overtime shift on the basis of seniority on a rotating basis.

An employee who is on vacation shall be deemed not available for overtime after the completion of their normal work shift on the last scheduled day prior to such absence. Overtime availability will resume when an employee returns on their first scheduled work day post vacation.

In the event there are an insufficient number of employees who volunteer for such overtime, it shall be assigned on a mandatory basis in reverse order of seniority. Once an employee has been forced to work mandatory overtime, three (3) times in a calendar year, the next senior employee will be obligated to work the overtime for up to three (3) occasions per calendar year, and so on.

- 16.9 If an employee is called back to work after having left **their** place of employment following completion of **their** normal work day, **they** shall be paid a minimum of three (3) hours at overtime rate.
- 16.10 The CEO reserves the right to restrict overtime in general, due to budgeting considerations. Advance notice of such necessary restrictions will be given, in writing, by the CEO.

16.11 a) Auto rate reimbursement will be paid for the actual distance travelled on the business of the Health Unit on:

1. First Call: The lesser of the kilometers:
  - (i) from the employee's residence; or
  - (ii) from the employee's regular office.
2. Last Call: The lesser of kilometers
  - (i) to the employee's residence; or
  - (ii) to the employee's regular office.
3. All other calls: on the actual kilometers travelled.

b) Time spent by the employee reporting to the office, or first call, or returning to **their** residence shall not constitute time worked.

Notwithstanding article 16.11(a) when an employee's first and/or last call of the day is more than 22 kilometers from **their** regular workplace, the employee will be paid for travel time on the basis set out below:

The calculation of travel time will be based on the following:

1. For the first call:
  - (i) The travel time from the employee's home or regular office to the first call, whichever is less.
2. For the last call:
  - (ii) The travel time to the employee's residence or regular office, whichever is less.

16.12 If, at the request of the Employer, an employee works in excess of two (2) hours continuous to the end of their regularly scheduled shift, they will be paid ten (10) dollars for a meal allowance.

### 16.13 **On Call**

- a) All Public Health Inspectors may volunteer for after hours on call. The Employer reserves the right to select the number of Public Health Inspectors, in an on call pool on the basis of qualifications, skill and knowledge and where such qualifications are equal, seniority shall be the determining factor.
- b) Public Health Inspectors will carry a cell phone from 4:30 pm to 8:30 am Monday to Friday and 24 hours per day for Saturday, Sunday and holidays.
- c) The on call Public Health Inspector must be available and able to respond to the call immediately.

- d) In addition, it is agreed that when there is an after hours emergency requiring an onsite inspection, the inspector on call will notify and obtain permission from the back up AMOH/MOH to attend the emergency. The inspector will be compensated as per Article 16.6.
- e) Public Health Inspectors will be compensated at seven hundred dollars (\$700.00) for the 7 day weekly period. When a recognized holiday occurs during an employee (s) on call duty, they shall be paid an additional fifty dollars (\$50.00). If they are required to perform activities other than documenting and handling phone calls, they will be compensated at time and one-half. Double time will be paid for call outs on holidays as per Article 14.1. No other provision of this Agreement except Article 16. 7 will apply for payment on-call.
- f) The employee shall be compensated as per the collective agreement for actual time spent while travelling and conducting an on-site investigation. Mileage will be paid to and from the inspection site and the employee's home or the health unit office base, whichever is closer.

**16.14 Job Sharing:**

Job Sharing is defined as an arrangement whereby two (2) members share the hours of work of what would otherwise be one (1) full-time position. This will be implemented on the following basis:

- a) Two (2) qualified candidates may jointly apply to share one (1) position up to a maximum of three (3) positions.
- b) The Employer shall assess all candidates individually in accordance with Article 12.1 of the Agreement.
- c) If one (1) employee of a shared position leaves the partnership, the remaining member of the partnership shall assume the position full-time or;

Should the Employer agree to continue the position as a Job Share sharing position, the remaining partner may advise the Employer of **their** wish to remain in a Job Share agreement. The Employer would then post the position as a Job Share opportunity in accordance with Article 12.1 of the Agreement.

Should the Employer be unsuccessful in filling the Job Share vacancy, and should the remaining partner still not wish to continue in a full-time capacity, the Employer will then re-post the position as a full-time vacancy.

- d) The hours of work and scheduling of the shared position shall be determined in advance and forwarded to the Secretary of the Union prior to the commencement of the shared position.
- e) For the purposes of this agreement, the following clauses in the Agreement shall apply on a pro-rata basis:
  - Article 11 – Seniority
  - Article 14 – Holidays
  - Article 15 – Vacations
  - Article 16 – Overtime
  - Article 19 – Fringe Benefits, as described below
  - Article 20 – Sick Leave
- f) No full-time vacancy shall be posted as a job share position
- g) The benefits may not be split between the job sharing employees. In the event that both employees elect to receive the benefits each employee shall pay their proportional costs. If only one (1) employee chooses the benefits the Employer will pay the applicable cost

## **ARTICLE 17 - LEAVE OF ABSENCE**

### **17.1 Union Seminars, Meetings and Conventions:**

- a) Any employee within the bargaining unit, holding office in any Union organization with which the Union is affiliated, or who has been duly appointed as a delegate thereto, may attend any seminar, meeting or convention of such organization, provided that the approval of the Divisional Director is obtained. Such employee shall not be entitled to any wages or salary during the time of **their** absence from work unless, in the opinion of the Divisional Director, such seminar, meeting or convention is held for the purpose of the training and instruction of Employer employees and will have the effect of making **them** more efficient in the performance of **their** duties.
- b) The Union shall give written notice of the employee(s) desire to attend any such seminar, meeting or convention at least one (1) week in advance to the Divisional Director.
- c) Such employee shall receive **their** regular salary and benefits with no loss of seniority while on such leave subject to the Union agreeing to reimburse the Employer for the salary upon written statement of request by the Employer.

## 17.2 Union Business:

The Employer authorizes the Chief Executive Officer (CEO) or **their** designate to grant elected or duly appointed representatives of the Union up to two (2) short leaves of absence per week for the purpose of performing any of the duties required of such representatives under the terms of this Agreement. Each such leave shall not exceed three (3) hours in duration. If the elected or duly appointed representatives are required to perform such duties off Employer property, written notice of at least 48 hours shall be given, except in cases of emergency.

## 17.3 Union Officials:

Any employee who is elected or selected for a full-time position with the Union, or any organization with which the Union is affiliated, shall be granted leave of absence by the Employer for a period of two (2) years and while on such leave of absence shall not lose **their** seniority status but shall enjoy uninterrupted seniority.

## 17.4 Personal Leave of Absence

An employee may request a leave of absence for personal reasons not to exceed twelve (12) months. Such requests are to be made in writing to the Divisional Director and must be submitted at least four (4) weeks prior to the requested leave. The granting of a leave of absence is subject to the efficient operation of the Employer and requests for leave will not be unreasonably denied. **All responses to requests for a Personal Leave of Absence will be completed in writing as soon as possible after submission. All denials will document the reason for the denial.**

## 17.5 Bereavement:

- a) A leave of absence of up to five (5) working days without loss of pay shall be granted to an employee in the case of the death of the employee's mother, father, spouse (including common-law spouse or same sex partner), child, stepchild, stepmother or stepfather. Such leave of absence shall be taken in conjunction with the day of **the celebration of the passing of the deceased.**

**Common-law spouse or same sex partner means a person who, not being married to the employee, had been co-habiting with the employee immediately before the death, continuously for a period of not less than one (1) year or in a relationship of some permanence where there is a child born of whom they are the natural or adoptive parents.**



- b) A leave of absence of up to three (3) working days without loss of pay shall be granted to an employee in the case of the death of an employee's grandparent, mother-in-law, father-in-law, sister, brother, and grandchild. Such leave of absence shall be taken in conjunction with the day of **the celebration of the passing of the deceased**
- c) Similarly, two (2) days leave of absence shall be granted to an employee who attends the funeral of a brother-in-law or sister-in-law or daughter-in-law or son-in-law or of a spouse's grandparent. Such leave of absence shall be taken in conjunction with the day of **the celebration of the passing of the deceased**
- d) Similarly, one (1) day's leave of absence shall be granted to an employee who attends the funeral or memorial service of an aunt or uncle or spouse's aunt or uncle. Such leave of absence shall be taken in conjunction with the day of **the celebration of the passing of the deceased**
- e) One (1) employee designated by the Union from time to time shall be granted one-half day's leave of absence without loss of pay for the purpose of attending the funeral of a Union member or a retired Union member employed or formerly employed by the Employer.

#### 17.6 **Jury Duty:**

Employees who are called to serve as jurors or subpoenaed as a witness in criminal or civil courts shall be granted leave of absence for such purpose without loss of any privileges. Normal pay will continue to be issued on the usual pay dates. At the conclusion of **their** duty, the employee shall obtain a certificate from the Court, showing the period of **their** jury or witness service and the amount of compensation received; **they** shall deposit this certificate, together with the full amount of the compensation but not including travelling allowances, with the Divisional Director of the Employer. It is understood that, if court proceedings do not require the employee's presence for the balance of the day or half day, **they** shall return to **their** normal duties.

#### 17.7 **Pregnancy/Parental/Adoption Leave:**

- a) Leave of absence without pay for a total period of up to fifty-two (52) weeks will be given to employees who are pregnant. Every employee who becomes pregnant shall notify the Director of **their** Division in writing of **their** pregnancy no less than four (4) weeks prior to **their** expected date of the date of birth of **their** pregnancy, which date shall be verified in writing by a qualified medical practitioner. Leave without pay shall be granted and taken around the time of confinement at the discretion of the employee, and such leave shall not exceed fifty-two (52) weeks in total. When leave

of absence for pregnancy commences earlier than seventeen (17) weeks before the expected date of confinement, at the recommendation of a duly qualified medical practitioner, the leave will be considered terminated twenty (20) weeks after the date of delivery.

- b) An employee on Pregnancy, Parental/Adoption Leave as provided under this agreement, who is in receipt of Employment Insurance Pregnancy, Parental/Adoption leave benefits, shall apply for and be paid a Supplemental Employment Benefit. The benefit will be equivalent to fifty percent (50%) of the difference between the employee's regular non-premium weekly earnings and the sum of **their** weekly Employment Insurance Benefits and any other earnings.

Such payment shall commence following completion of the two 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 benefits and shall continue while the employee is in receipt of such benefits from Employment Insurance. The employee's regular weekly earning 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.

- c) Leave of absence for pregnancy may be terminated earlier than the normal twenty (20) weeks after date of delivery if the employee submits to the Director of **their** Division a certificate from a qualified medical practitioner to the effect that the employee's health will not be impaired by returning to duties at an earlier date.
- d) Leave of absence without pay will be granted to an employee who adopts a child for a period of up to thirty-five (35) weeks from the date of such adoption. An employee who seeks an adoption and is approved by an adopting agency shall advise the Director of their Division in confidence of such application and approval, and will advise the Director of their Division of the placing of the child with them as much in advance as is possible.
- e) Seniority for pregnancy, parental and adoption leave shall continue to accrue for the first fifty-two (52) weeks of pregnancy and parental leave and for thirty-five (35) weeks in the case of adoption. The initial temporary vacancy shall be posted and if the position is not filled through the posting process then a temporary employee may be hired to cover the position.
- f) If an employee from within the bargaining unit applies for and is accepted into the temporary vacancy, that employee shall have the right to return to their former position in the bargaining unit at the conclusion of the leave. That employee(s) position may be filled by a temporary employee. This clause pertains only to Pregnancy/Parental/Adoption Leave.

- g) An employee on pregnancy/parental/adoption leave shall have the right to return to their former position at the conclusion of the leave.
- h) An employee on pregnancy/parental/adoption leave shall continue to accrue vacation credits during such leave but shall not be entitled to statutory holidays.
- i) An employee shall receive the usual fringe benefits at the Employer's expense in regards to pregnancy and parental leave to a maximum of fifty-two (52) weeks and for adoption leave to a maximum of thirty-five (35) weeks, unless the employee has advised the employer, in writing, that **they do** not wish to continue to make the employee contributions (if any) to such plans.
- j) All employees shall be granted, a leave of absence in accordance with the Employment Standards Act, on the birth or adoption of a child.
- k) All employees not currently receiving maternity benefits shall be granted one (1) day with pay during leave of absence on the birth or adoption of a child.

**17.8 RE: ARTICLE 17.7 PREGNANCY/PARENTAL/ADOPTION LEAVE**

During collective bargaining negotiations, the parties agreed that the Employer would provide supplemental employment benefits (the "Supplemental Employment Benefits"), as described in Article 17(b) of the collective agreement between the parties, dated March 10, 2016 (the Collective Agreement").

The Collective Agreement provides that the Employer shall provide Supplemental Employment Benefits to an employee (on the completion of the two-week Employment Insurance waiting period and submission of the requisite proof that the employee is in receipt of Employment Insurance benefits), and continue same for such time as the employee is in receipt of said Employment Insurance benefits.

In December 2017, amendments to the Employment Standards Act, 2000 and the Employment Insurance Act (the "Acts") came into force which provide for, among other things, the option for employees to elect to take an extended pregnancy/parental/adoption leave for an additional 26 weeks. Any language contained within the Collective Agreement that is inconsistent with the Employer's requirements as prescribed by the Acts (as amended) is hereby amended to effect compliance with same.

The parties confirm and acknowledge that the intention of the language relating to Supplemental Employment Benefits contained within the Collective Agreement was to provide employees with Supplemental Employment Benefits, up to the

maximum (material) time periods as prescribed by the Acts as they existed on March 10, 2016. For greater certainty, should an employee elect to take an additional 26 weeks of leave permitted by the Acts, as amended (the "Additional Leave"), it is understood and acknowledged that the Additional Leave will not be subject to the provision of Supplemental Employment Benefits by the Employer.

The parties confirm and acknowledge that the calculation of Supplemental Employment Benefits was negotiated in the context of an employee receiving Employment Insurance benefits equal to 55% of **their** weekly insurable earnings (the "Assumed Earnings"). The parties agree and acknowledge that in the case where an employee receives Employment Insurance benefits but said benefits amount to less than 55% of **their** weekly insurable earnings, the Employer shall be entitled to calculate the amount of Supplemental Employment Benefits as if **they were** in receipt of the Assumed Earnings.

Clarification: the intent of the language contained in Article 17 of the Collective Agreement on the issues of when Supplemental Employment Benefits shall be paid and how Supplemental Employment Benefits are to be calculated, and further, confirms that any reference within the Collective Agreement relating to an employee's entitlements regarding same is hereby amended as required to give meaning to this Letter of Understanding.

#### **17.9 Professional Development Days for Continuing Education:**

A Staff Educational Program of at least one half (1/2) day per month or equivalent for all employees.

A register of attendance at these meetings shall be kept by the Divisional Director and all employees must attend at least seventy-five (75%) percent of such meetings.

Payment of salary and auto rate reimbursement to all employees to allow attendance at staff education meetings.

Leave of absence with pay for employees to write the required examination on completion of a course of study required by the employer.

Time within the working day for preparation for educational programs conducted by the employee and for reading educational material required by the employer.

Provision for educational sabbatical leave of absence. Upon request by an employee who wishes to enrol in graduate or post graduate study, a certificate or degree course, research program or other relevant study (all of which must be relevant to public health), the Employer may grant such education and/or sabbatical leave, without loss of seniority. Permission for such leave shall not be unreasonably withheld by the Employer.

The Divisional Director, may grant leave of absences with pay, exclusive of vacation, to allow an employee to attend meetings, seminars, or programs, which have as their purpose the improvement of knowledge in public health. Approval of such leave shall not be unreasonably denied.

Payment of registration fees, accommodations, meals and transportation at the standing rate fixed from time to time by the Health Unit Board of Directors, to attend such professional meeting or education conference, if the Employer requests attendance, or if the employee requests payment and the Employer consents to payment.

#### **17.10 Prepaid Leave Plan**

##### Purpose

The Prepaid Leave Plan has been developed to afford employees in the bargaining unit the opportunity of taking a leave of absence of between six (6) months and one (1) year and to finance the leave through deferral of wages in an appropriate amount which will be accumulated and together with interest, be paid out at the commencement of the leave.

##### Eligibility

Any employee in the bargaining unit having three (3) years seniority with the Employer is eligible to participate in the Plan in accordance with the conditions set out herein.

##### Application

An employee who qualifies as above must make written application to the Medical Officer of Health of the Employer at least three (3) months in advance of the proposed commencement date of participation in the Plan, requesting permission to participate in the Plan setting out the deferral program as requested.

##### Approval

Approval of individual requests to participate in the Plan, the duration of the leave, the deferral period and the percentage of wages deferred shall rest solely with the Employer.

##### Deferral

The deferral period over which wages are deferred shall be to a maximum of five (5) years. [NOTE: Money to be placed in an individual trust account during the period of funds being deferred.

### Leave

The length of the leave shall not exceed one (1) year.

### Written Agreement

The Employer and the employee shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions herein.

### Terms and Conditions

The payment of wages and benefits, and other terms and conditions, shall be as follows:

### Wages

During the deferral period, preceding the leave, the employee will be paid a reduced percentage in accordance with the written agreement between the Employer and the employee, of **their** wages as set out in the Collective Agreement. The remaining percentage of **their** wages will be deferred and this accumulated amount plus any interest earned shall be retained for the participant by the Employer to finance the period of leave. The percentage deferred shall not exceed an amount determined by dividing the length of the period of leave by the sum of the length of the deferral period and the length of the period of leave and multiplying by 100 (e.g.) if length of deferral period = 4 years and length of leave = 1 year, then maximum deferred salary = 20%).

### Interest Rate

A trust agreement shall be entered into on behalf of the employee whereby deferred wages will be contributed. Such deferred wages shall be invested as per the trust agreement. Monies so invested shall have a maturity date no later than the commencement of the deferred leave. Administrative costs of the trust will be deducted from the gross interest earned on such deferred wages.

### Trustee Agreement

The Windsor Essex County Employer shall enter into a master trust agreement with a trust company licensed to do business in Canada under the Trustee Act of Ontario whereby individual employees taking part in this program may have their deferred wages paid into such trust accounts to be held for purposes of financing their prepaid leaves. Monies will be invested in instruments as prescribed by the trust agreement such that maturity dates will coincide with the commencement of the prepaid leave. The interest rate to be paid on such deferred wages will be that actually obtained by the investments as directed by the trustee per the trust agreement. The wages placed in trust are fully insured by the trustee or the

Canadian Deposit Insurance Corporation up to a maximum of \$60,000 per employee. The Employer does not undertake insurance responsibility but rather undertakes to arrange for insurance coverage as per the foregoing.

The terms of the Master Trust Agreement governing the investment of the funds is subject to the approval of the Local.

#### Deferral Period (Benefits Structuring)

During the deferral period, any benefits related to the rate of wages shall be structured according to the wages the participant would have received during the deferral period had **they** not been in the Plan.

#### Employee Benefit Coverage and Premiums

A participant's coverage for benefits under Article 19.1 through 19.7 and 19.9 in effect immediately prior to the leave, will be maintained by the Employer during **their** leave of absence, if eligibility conditions permit, however, the premium costs of all such Plans shall be on a 50/50 basis.

#### Leave Period (Benefits Structuring)

During the leave period, any benefits related to the rate of wages shall be structured according to the rate of wages the participant would have received immediately prior to the leave had **they** not been in the Plan.

#### Pension

Contributions will be maintained by both parties at nominal salary for pension purposes. This provision is subject to the necessary amendments being made to the Retirement Plan and being approved by Revenue Canada and the Pension Commission of Ontario.

[NOTE: Pension Plan Contributions shall be as per the rules governing OMERS.]

#### Payout

At the commencement of the period of leave, the Employer shall pay to the participant the monies standing to **their** credit less any premiums or contributions deducted for the year, except as may otherwise be mutually agreed, it being understood that interest is not earned for the period of leave.

### Assignment on Return

On return from leave, a participant will, subject to the application of the lay-off and displacement provisions of the Collective Agreement during the period leave, be assigned to the position **they** held prior to the leave. If the lay-off and displacement provision of the Agreement have application during the leave, they shall apply to the employee in the same manner during the leave, except that notice to the employee may be given to an Officer of the Local Union and any election the employee may make under such provisions may be made on **their** behalf by an Officer of the Local Union.

### Applicability of Benefits

Sick leave credits will not accumulate during the leave. Vacation shall not be taken during the leave, nor shall vacation credits accumulate during the leave. However, seniority shall accumulate for the entire period of leave, and service for the purpose of otherwise determining the level of vacation entitlement shall include the period of leave.

### Withdrawal Rights

A participant may, with the approval of the Employer, withdraw from the Plan in unusual or extenuating circumstances (e.g. financial hardship or serious illness). Requests for withdrawal must be submitted in writing, detailing the reason(s) for withdrawal before three (3) months prior to commencement of leave. The Employer shall maintain the request and its approval as part of Employer records. When a request for withdrawal is approved, the Employer shall pay to the employee a lump sum amount equal to monies deferred plus interest accrued to the date of withdrawal from the Plan. Payment shall be made as soon as possible, but must be made within thirty (30) days of approval of withdrawal from the Plan.

### Leave Postponement

The Employer may, for good and sufficient reason, up to three (3) months prior to commencement of the leave, postpone the period of the leave for not longer than one (1) year. In this instance, a participant may choose to remain in the Plan, or receive payments as outlined under "Withdrawal Rights" above.

The participant may, for good and sufficient reason, request in writing that the leave period be postponed. The Employer shall grant a postponement, but under no circumstances shall the postponement exceed one (1) year.

### Interest Accumulation

Should the above (Leave Postponement) result in a leave of absence being taken later than the intended period, any monies accumulated until the intended



commencement date will continue to accumulate interest until the leave is granted.

#### On Leaving Employment

It is understood that deferred wages invested under the trustee agreement may not be returned to the employee until such time as the maturity date of such investments under the auspices of the trust mature.

#### Death Clause

Should a participant die while enrolled in the Plan, any monies accumulated, plus interest accrued at the date of death, will be paid to **their** estate/beneficiary. Every agreement entered into under "Written Agreement" shall state that monies paid to the estate of an employee under this section are a "right or thing" within the meaning of the Income Tax Act and shall be taxable as income in the year of the employee's death in accordance with the Income Tax Act.

#### Serious Illness

Should a participant be unable to take the leave when scheduled because of serious injury or illness occurring before commencement of the leave, **they** may cancel the leave and receive payment as outlined under "Withdrawal Rights" or, with the consent of the Employer, defer the leave to a time mutually agreeable not to exceed one (1) year.

#### Income Tax

During each taxation year, the participating employee's income tax liability shall be in accordance with the Canadian Income Tax Act and the amount of withholding tax deducted at source by the Employer shall be based on monies actually received by the employee in each taxation year subject to the acceptance of this Plan by Revenue Canada.

### **ARTICLE 18 - LAY-OFF AND REHIRING**

- 18.1 a) Layoff shall be defined as a reduction in the workforce and shall include a reduction in the normal weekly hours of work of a bargaining unit employee(s).
- b) Whenever it becomes necessary to reduce the working force, employees shall be laid off in reverse order of seniority, provided that any employee may exercise seniority in any other classification in which **they are** qualified for the purpose of displacing other employees having less seniority.

Employees who are in positions that have been rendered redundant or are being bumped have the option of:

- a) Accepting the layoff, or
- b) Bumping a less senior employee and has the ability to meet the normal requirements of the Job. An employee so displaced shall be deemed to have been laid off and shall be entitled to notice in accordance with Article 18.2
- c) An employee who chooses to exercise the right to displace another member with less seniority shall advise **HR** of **their** intention to do so and the position claimed within 10 working days of receiving the notice of lay off
- d)
  - (i) Any vacancy shall be posted per Article 12. The Employer shall keep all laid off employees apprised of all job postings within the bargaining unit.
  - (ii) If there are employees remaining on the recall list at the end of the Job posting procedure and a vacancy remains, employees will be recalled in order of seniority providing, however, that the employee so recalled is qualified to perform the job into which **they are** being recalled
  - (iii) Recall will be by registered letter to the last address recorded with the Employer by the employee. The employee will be required to report to work within 5 working days unless otherwise agreed between the Employer and the employee. **The Employer will attempt to contact the employee by phone call to last registered phone number to alert them to letter being sent.**
  - (iv) Employees on the recall list are required to keep the employer apprised of **their** current address and telephone number. The Employer shall keep the Union apprised of current address and telephone numbers of employees on the recall list.

## 18.2 **Notice of Lay-off:**

The Employer agrees to give notice of lay-off to any employee according to the Province of Ontario, The Employment Standards Act and regulations thereunder.

### **18.3 Continuation of Benefits:**

- a) Any employee who has completed **their** probationary period and is laid off, will continue to be covered under the employees medical plans, not including Group Life Benefits and Employer Health Tax, for a period of two (2) months at the employer's cost and may be continued for a further twenty-two (22) months at the employee's cost. Such payments by the employee shall be received by the employer not later than the twenty-five (25<sup>th</sup>) day of the month prior to the month for which payment becomes due. If such payment is not made as aforesaid, the employee's participation shall be terminated forthwith.
- b) An employee who is laid off only for the summer school vacation commencing in June and ending in September, shall continue to have benefits provided and paid by the Employer in accordance with Section 20 for such period of lay-off, provided such person returns to employment when called back, following the lay- off.

18.4 Employees who are absent from work on layoff while junior employees are working will be eligible to return to work and displace junior employees in other classifications during the period of layoff provided they satisfy the following conditions:

- a) The employee must be laid off from work (i.e. not working).
- b) The employee must receive either a degree, diploma, professional designation or complete a bona fide course that qualifies them to perform the work of the junior employee after the date of layoff and before the date the employee is to lose **their** seniority pursuant to Article 11.3.
- c) If (a) and (b) occur, the employee on lay off will be entitled to be considered for work in a classification the employee is now qualified for because of paragraph 2 above, but was not qualified for at the time of layoff.
- d) If the employee successfully completes the requirements for the position they are newly qualified for, they can displace the junior employee in the classification after the junior employee is given two (2) weeks notice of layoff.

### **ARTICLE 19 - FRINGE BENEFITS**

- 19.1 a) OMERS (as permitted by the Act and Regulations) and Canada Pension Plan shall be applicable to all employees covered by this who qualify under the OMERS and CPP Regulations.

- b) OMERS Supplementary Pension Plan (as permitted by the Act and Regulations) shall be applicable to all employees covered by this Agreement, on a basis of 1.5%.

**19.2 Supplementary Health Care Benefits:**

Supplementary health care benefits are: chiropractor, osteopath, podiatrist, registered massage therapist, naturopath, speech therapist, physiotherapist, and psychologist.

Employees shall be enrolled in semi-private hospital room coverage and an extended health plan and the Employer shall pay one hundred percent (100%) of the billed premium for subscriber and family, if eligible. Employees shall receive Chiropractic coverage of \$350 per year, per member from first visit and other supplementary health care benefits (as per the benefit plan) will remain at the current level.

**19.3 Prescription Drug Plan:**

An employee shall be enrolled in a Prescription Drug Plan which shall be at least the equivalent to that presently provided but with the employee paying for each prescription at two dollars (\$2.00), and provide for generic selection, with physician over-ride allowed.

**19.4 Dental Care:**

An employee shall be enrolled in a Dental Plan at least equivalent to that presently provided and with the scale of payment at current O.D.A. rates as amended from time to time by the O.D.A. and the Plan provider, and the Employer shall pay 100% of the cost. Increase to Orthodontic coverage - \$2,500 lifetime maximum.

**19.5 Vision Care:**

An employee shall be enrolled in a Vision Plan which shall cover eye glasses to the extent of **four hundred and fifty dollars (\$450.00)** maximum per person and not more than one pair of eye glasses each two years (2) per person and eye examinations provided annually.

**19.6 Group Life Insurance:**

Employees shall be enrolled in the Group Life Insurance Plan of the Employer, subject to the terms of the Plan and in the amount of one and a half (1.5) times the employee's salary with a minimum of \$75,000.00 on the life of each employee and the Employer will pay 100% of the applicable premium.

19.7 **Hearing Aid Coverage:**

An employee shall be entitled to a hearing aid coverage to a maximum of one thousand dollars (\$1000.00) per person every five (5) years.

19.8 **Premium Payments During Probationary Period:**

Employees covered by the benefits under 19.2 Hospital and Medical and 19.3 Prescriptions and 19.4 Dental and 19.5 Vision Care and 19.6 Group Insurance and 19.7 Hearing Aid Coverage shall pay the full cost of such benefits to the Employer until the completion of the period of probationary employment.

19.9 **Regular Part-Time Employees:**

Regular part-time employees shall be enrolled in the foregoing benefit plans 19.2 Hospital and Medical, 19.3 Prescriptions, 19.4 Dental Plan, 19.5 Vision Care, 19.6 Group Life Insurance and 19.7 Hearing Aid Coverage and the Employer will pay a pro-rated part of the portion of the cost payable by the Employer for full-time employees.

19.10 **Workplace Safety and Insurance Board:**

The Employer shall provide coverage for employees under the Workplace Safety and Insurance Board.

If the employee is entitled to receive Workplace Safety and Insurance Board payment, **they** may choose to turn over to the Employer all monies received for such compensation, in which case the Employer will continue to pay said employee's full salary, taking the difference between compensation payment and full salary from the employee's accumulated illness allowance credit until such credit is exhausted, after which time the employee will receive only compensation payments.

19.11 In this Article "dependents" means a spouse and/or children who are eligible, by definition of the Carrier.

19.12 The present fringe benefits or its equivalent will be contained for the duration of this Agreement.

19.13 The Employer shall provide the Union with a copy of a booklet outlining the benefit plans. This booklet will be **posted to the company's intranet website as soon as it is received by the provider following ratification of the collective agreement. It will also be** provided to each member of the bargaining unit upon request. Thereafter it will be updated whenever there is a change to the benefits provided.

19.14 The Employer agrees to continue to pay the premiums at 100% of the cost for the benefits covered under Articles: 19.2, 19.3, 19.4, 19.5, 19.6 and 19.7, provided the employee is eligible to retire under O.M.E.R.S. with an unreduced pension, until the employee/retiree attains the normal retirement age of sixty-five (65) years.

The Employer will continue the premium payments for all benefits for those employees who work beyond the age of 65 to age 70, except for the reduced life insurance benefit and the co-ordination of the prescription drug benefit.

19.15 **Change of Carrier:**

It is agreed that the Employer can change the carrier of any plan, provided that there is no reduction in benefits and provided that the Employer gives the Union not less than sixty (60) days notice of such change, furnishes the Union with full particulars of the plan to be substituted and will meet with the Union Representatives to discuss and explain the change proposed.

**ARTICLE 20 - SICK LEAVE PLAN**

20.1 Full Time Employees will be credited on January 1<sup>st</sup> of each year with 15 sick leave days. Any unused days will be carried over from year to year.

The sick leave bank will be capped at 150 days. Employees will be paid out at a total of 50 %; 25% of their accumulated sick leave banks as at September 30, 2015. Such payment will be made within 30 days of ratification. The remaining 25% of their accumulated sick leave banks will be frozen at the rate in effect on September 30, 2015 and will be paid out upon separation. Any other remaining sick days will be left in the members' sick leave bank with no commuted cash value. Employees whose remaining bank values have a credit of more than 150 days will not accumulate days until the value of the bank drops below the cap.

The bank available for payout on separation may also be used in the event of extended illness on a day for day value. Unused days will be paid out upon separation at the frozen September 30, 2015 value not the separation value of days.

Employees hired after September 30, 2015 will have sick leave days accumulating as above but those sick days will have no commuted cash value.

20.2 Part-time employees will accumulate sick leave credit pro-rata, based on the ratio of actual time worked to full-time hours of work, monthly.

20.3 Sick leave means absence from regular attendance by reason of sickness or **health concern.**

- 20.4 An employee on sick leave shall receive pay at regular rate until sick leave credits are exhausted.
- 20.5 An employee shall report **their** illness as far in advance as possible. Employees will notify their immediate supervisor as far in advance of the start of their daily shift as possible. An employee will be permitted to indicate they will be absent for periods longer than one day with a single notice covering the period of absence.
- [For example, an employee can advise on Monday that they will be absent all week. If the employee is going to remain absent on the following Monday, the employee will have to give notice for this day.]
- 20.6 Upon return to work by an employee, or during **their** absence if requested, the sick leave certificate provided to the Employer shall be filed with the Manager of HR; where the absence is four (4) days or more at one time, the physician's portion of the certificate shall also be completed as soon as practicable.
- 20.7 An employee absent for more than one (1) month shall furnish, immediately following such period and following each subsequent month, **at the employer's expense**, a certificate from **their** personal physician, describing the nature of the illness, the latest day of attendance and the probable date on which the employee will return to duty.
- 20.8 An employee who has completed **their** probationary period and who is absent by reason of illness and whose sick leave credits have been exhausted may continue to participate in the benefit plans of the Employer for a further period of twelve (12) months, the cost of O.H.I.P. and Dental Plan, Vision Care and Hearing Aid coverage to be paid by the employee to the Employer on demand the cost of Manulife Prescription Drug coverage to be paid by the Employer.
- 20.9 An employee whose sick leave credits are exhausted and who continues to be absent by reason of illness shall not be entitled to statutory holidays or accrual of vacation benefits.
- 20.10 The Employer shall continue to grant adequate time to members of the Union for medical and dental appointments. There will be two (2) two (2) hour appointments allowed per month up to a maximum of twelve (12) per year for medical or dental appointments. Medical appointments shall be as defined as doctors, dentists, nurse practitioners as in the Regulated Health Professions Act.
- 20.11 **Illness in the Family:** In the event of illness of a parent, spouse, child or **dependent** of the employee requiring their presence, the employee may be entitled to use their sick leave credit if such credits exist, or take an unpaid leave. Where the employee's absence is for four (4) or more days at one time, a medical certificate substantiating the necessity of the absence shall be provided to **Human Resources. The cost of the medical certificate will be at the Employer's expense.**

20.12 During periods of inclement weather, an employee may elect to use sick leave credits or lieu time to maintain **their** usual salary, or personal leave of absence at their discretion, upon notifying the Employer. All benefits and seniority will be kept whole in all respects.

## **ARTICLE 21 - CLOTHING**

### **21.1 Cleaner:**

The Health Unit will provide to the full-time Cleaner /Housekeeping and Maintenance Person two (2) winter Health Unit uniforms and two (2) summer Health Unit uniforms at no cost to the employee.

If an employee's uniform is damaged or destroyed in the course of **their** duties as an employee of the Employer, the Employer agrees to repair or replace such uniform at the Employer's expense.

### **21.2 Health & Safety Equipment:**

Field employees shall be supplied at the expense of the Employer with appropriate safety gear/equipment, e.g. eye protection, mosquito repellent, construction hardhats, gloves, masks and safety shoes (the shoes every three (3) years). As well, all other employees will be provided with appropriate gloves, masks and other safety equipment as required.

21.3 All employees shall wear safety gear/equipment at all times when attending at construction sites and other hazardous locations. A breach of this requirement shall be a disciplinary matter.

## **ARTICLE 22 - AUTOMOBILE ALLOWANCE**

22.1 In this Section "Time Unit" means a calendar month commencing the first day of the month.

22.2 Every employee who is required by the Employer to provide their own transportation while engaged on Employer business shall be paid per kilometre as prescribed by the Canada Revenue Agency, which may be subject to change from time to time.

22.3 Each employee is required by the employer to operate an automobile in the course of **their** employment and shall insure **their** automobile in the amount of at least one million dollars (\$1,000,000.00) public liability while it is in use on Health Unit business and the employee shall file proof of such insurance annually with the Health Unit by a certificate of an insurance company or its designate of any change of insurance coverage, cancellation or change of company forthwith after the same occurs.



Further, such employees will provide annual proof of possessing a valid Province of Ontario driving license.

On April 30th of each year, upon proof of insurance and possession of a valid Provincial driving license, the Health Unit will pay each seniority employee the sum of two hundred and seventy-five dollars (\$275.00).

- 22.4 The agreement for such casual use on one or more occasions shall not create any future obligation for such casual use, and every such use shall be on an individual basis.
- 22.5 Each employee who is regularly required to use public transportation in **their** duties shall be entitled to reimbursement for the amount expended for such public transportation. In addition, an employee who incurs expenses for parking while on Employer business, will be reimbursed. Receipts will be submitted where available.
- 22.6 Kilometrage allowance will be paid for actual distance travelled on the business of the Employer based on distance travelled to the first visit, either from the employee's home or from the employee's regular office whichever is the lesser.

#### **ARTICLE 23 - SALARIES AND WAGES**

- 23.1 It is agreed that the salaries and wages of all employees holding positions covered by this Agreement shall be determined in accordance with the classification system attached hereto as Schedule "A" and Schedule "B" and forming part of this Agreement, provided that the salaries and wages set out in the said schedule shall not apply to those persons whose employment was terminated prior to the execution of this Agreement.
- 23.2 When an employee is appointed or requested by **their** Director to temporarily perform work of a character for which a higher classification is provided, **they** shall be paid for all hours worked within that classification at the next higher increment for the higher graded position than the rate **they are** being paid in **their** present classification. When an employee is appointed or requested to temporarily perform work of a character for which a lower classification is provided, **they** shall continue to be paid the established rate for the higher classification.
- 23.3 It is agreed that the said salaries and wages shall be paid upon a bi-weekly basis and that, upon giving such notice as may be required by the Employer, each employee shall be entitled to receive on **their** last regular pay day prior to **their** annual vacation any salary or wages which otherwise would be payable to **them** during such vacation.

- 23.4 The Employer agrees to grant equal pay to all members of the Union for equal work regardless of the sex of the employee concerned.
- 23.5 The parties agree that the Job Evaluation Agreement currently in effect and as amended from time to time will govern the classification of new jobs and the reclassification of existing jobs. The Job Evaluation Agreement dated November 18, 1993, is an Appendix to this Agreement.

#### **ARTICLE 24 - JOB SECURITY**

24.1 No Union member who was employed by the Employer as of December 31st, 2005 and who has successfully completed **their** probationary period, either before or after the said date, shall be laid off by reason of the Employer contracting out the work being performed by such employee at the time of the proposed contracting out. In such event, the Employer agrees to provide alternative employment for such employee at no loss of salary or wages, if such person is trained and qualified to fill a vacancy in some other classification of employee of the Employer

#### **24.2 Technological Change:**

Where the introduction of technological change or new methods of operation will displace or result in the lay-off of any employee, the Employer shall notify the Union of its intention to implement such technological change or new method of operation and will discuss its implications with the Union before putting such technological change or new method of operation in place. The Employer will make a sincere effort to provide alternate employment for such employees.

24.3 When the Employer determines that new skills are required for a job that the incumbent does not possess, the Employer will provide a reasonable amount of training to the affected employee. There shall be no reduction in wages for the affected employee during the training period.

24.4 Employees excluded from the bargaining unit will not perform work normally performed by bargaining unit employees, except in cases of emergency for the purpose of training, or in cases mutually agreed upon by the Parties. However, employees excluded from the bargaining unit will be allowed to continue to perform those functions which they were performing prior to the ratification of this agreement.

## **ARTICLE 25 - COMMITTEES**

### **25.1 Labour Management Committee:**

A Labour/Management Committee will be established. The Committee will consist of a minimum of two (2) representatives of both the Union and the Employer. The Committee shall establish its own rules of procedure, except as provided herein. The Committee shall not deal with any matter that is the subject of a grievance or arbitration, or a matter that is properly before the Health and Safety Committee. The Committee has no power to amend the terms and conditions of this Collective Agreement. The Committee shall meet at intervals of approximately sixty (60) days, unless an urgent matter requires a more immediate meeting. Members of the Committee shall not lose pay for hours scheduled, but not worked, as a result of attending the meeting.

### **25.2 Joint Occupational Health & Safety Committee:**

It is mutually desirable to maintain standards of safety and health in the Employer in order to prevent accidents, injury or illness. The Employer agrees to form a joint Committee under the terms and conditions of the applicable legislation. The term of office for employee members of this Committee shall be two (2) years. Bargaining Unit members of the Committee will be paid their regular salary for time spent on Committee business during their regular hours of work.

25.3 The Local Union may hold meetings outside Employer hours on the premises of the Employer with the permission of the Director of Corporate Services. Such permission shall not be unreasonably withheld.

### **25.4 Employee Assistance Program:**

The Windsor-Essex County Employer agrees to continue to pay the cost of providing an Employee Assistance Program and will continue to jointly review and evaluate the efficiency of the program.

## **ARTICLE 26 - TERM OF AGREEMENT**

26.1 This Agreement shall be effective from the date of signing and remain in force until the 31st of December, **2025**.

26.2 After December 31st, **2025**, this Agreement shall be automatically renewed each year for one (1) year only without change, unless, either party gives notice in writing to the other party of its desire to revise or amend this Agreement, such notice to be given not earlier than sixty (60) days and not later than thirty (30) days prior to the annual expiration date. If such notice is given, negotiations between the parties shall begin within ten (10) days following such notice. If pursuant to such negotiations an agreement on the revisions or amendments is not reached prior to the current expiration date, this Agreement shall remain in full force and effect after such expiration date in accordance with the provisions of The Labour Relations Act.

#### **ARTICLE 27 - INTERPRETATION**

27.1 The Agreement shall be binding upon the successors of the parties hereto insofar as it is within the power of the parties hereto respectively to bind such successors.

WECHU CUPE

"SCHEDULE A"

Wage Rates Effective January 1, 2023

GRANDPARENTED RATES EFFECTIVE JANUARY 1, 2023

3.0% Increase

Points	Band	Position	Entry Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year
150-184	1	(No Positions, rate to be established)						
185-219	2	Student Health Inspector	20.51	21.13	21.75	22.41	-	-
		Housekeeping	22.20	22.87	23.55	24.25	-	-
220-254	3	Family Health Clerk	24.71	25.44	26.20	27.00	27.81	28.63
		IDC/Clinic Clerk	28.84	29.71	30.59	31.51	32.46	33.43
255-289	4	Infectious Disease Prevention Clerk	26.64	27.43	28.25	29.10	29.98	30.88
		Maintenance	22.46	23.13	23.82	24.54	25.28	26.04
		Housekeeping/Maintenance	20.89	21.63	22.17	22.82	23.51	24.22
		CSH Clerk	27.13	27.94	28.78	29.63	30.53	31.45
		IDC Clerk	28.84	29.71	30.59	31.51	32.46	33.43
		Receptionist/Switchboard	26.90	27.72	28.54	29.43	30.28	31.19
		Genetics/NP Clerk	26.64	27.43	28.25	29.10	29.98	30.88
		Essex Clerk	29.10	29.98	30.88	31.80	32.75	33.74
		Administration Clerk	25.53	26.30	27.09	27.90	28.74	29.59
		Family Health Hotline Clerk	25.53	26.30	27.09	27.90	28.74	29.59
		Float Clerk	26.64	27.43	28.25	29.10	29.98	30.88
		Iris Clerk	24.00	24.73	25.48	26.23	27.03	27.84
		CDIP Clerk	24.00	24.73	25.48	26.23	27.03	27.84
		CWWD Clerk	24.00	24.73	25.48	26.23	27.03	27.84
290-324	5	Vaccine Distribution Clerk	28.56	29.42	30.31	31.22	32.17	33.14
		Clinic Clerk	26.64	27.43	28.25	29.10	29.98	30.88
		Health Inspection Clerk	26.64	27.43	28.25	29.10	29.98	30.88
		Payroll Clerk	30.31	31.22	32.17	33.14	34.12	35.14
		Oral Health Clerk	26.64	27.43	28.25	29.10	29.98	30.88
		Office Co-ordinator - Leamington	28.56	29.42	30.31	31.22	32.17	33.14
		EPEQ Clerk	26.64	27.43	28.25	29.10	29.98	30.88
		HBHC Clerk	26.64	27.43	28.25	29.10	29.98	30.88
		ISCS Clerk	27.13	27.94	28.78	29.63	30.53	31.45
		Vaccine Disease Preventable Clerk	28.68	29.53	30.42	31.33	32.27	33.24
		Accounting Clerk	28.68	29.53	30.42	31.33	32.27	33.24
		Information Resource Assistant	28.68	29.53	30.42	31.33	32.27	33.24
		Research & Data Analyst	-	-	-	-	-	-
		Information Co-ordinator	28.68	29.53	30.42	31.33	32.27	33.24
325-359	6	Certified Dental Assistant Level II	28.99	29.86	30.75	31.67	32.63	33.60
		Dental Assistant Level I	28.99	29.86	30.75	31.67	32.63	33.60
		Dental Educator	30.31	31.22	32.17	33.14	34.12	35.14
		Health Communication Specialist	28.99	29.86	30.75	31.67	32.63	33.60
		Youth Engagement Specialist	30.31	31.22	32.17	33.14	34.12	35.14
		Data Analyst	30.31	31.22	32.17	33.14	34.12	35.14
		Graduate Health Inspector	30.31	31.22	32.17	33.14	34.12	35.14
		Research Assistant	30.31	31.22	32.17	33.14	34.12	35.14
360-394	7	E-learner	31.69	32.65	33.62	34.63	35.67	36.74
		Family Home Visitor	32.43	33.41	34.41	35.44	36.50	37.60
		Information Specialist	31.82	32.76	33.75	34.77	35.81	36.88
		Graphic Designer	30.31	31.22	32.17	33.14	34.12	35.14
		Tobacco Enforcement Officer	25.53	26.30	27.09	27.90	28.74	29.59
		Web Specialist	34.14	35.16	36.21	37.30	38.42	39.57
		Communications Co-ordinator	31.82	32.76	33.75	34.77	35.81	36.88
		Communications Specialist	35.02	36.07	37.15	38.26	39.41	40.60
		Emergency Preparedness Specialist	31.80	32.76	33.75	34.77	35.81	36.88
395-429	8	Data Coordinator	35.02	36.07	37.15	38.26	39.41	40.60
		Mental Health Specialist	35.02	36.07	37.15	38.26	39.41	40.60
		Systems Support Specialist	33.37	34.37	35.40	36.46	37.55	38.69
		Social Worker	35.02	36.07	37.15	38.26	39.41	40.60
		Epidemiologist (outlier)	43.00	44.29	45.62	46.98	48.39	49.84
430-464	9	Registered Dental Hygienist	37.06	38.18	39.33	40.50	41.73	42.98
		Program Evaluation Specialist	36.80	37.91	39.05	40.21	41.42	42.66
		Dietitian	36.80	37.91	39.05	40.21	41.42	42.66
		Health Promotion Specialist	36.80	37.91	39.05	40.21	41.42	42.66
		Policy Advisor	36.80	37.91	39.05	40.21	41.42	42.66
		Nutritionist	36.80	37.91	39.05	40.21	41.42	42.66
465-499	10	Health Inspector	36.81	37.92	39.06	40.22	41.43	42.67
		Senior Planner	36.81	37.92	39.06	40.22	41.43	42.67

WECHU CUPE

**"SCHEDULE B"**

Wage Rates Effective January 1, 2023

INTERNAL EQUITY RATES EFFECTIVE JANUARY 1, 2023

3.0% Increase

Band	Position	Entry Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year
1	(No Positions, rate to be established)						
2	Student Health Inspector	20.51	21.13	21.75	22.41	-	-
	Housekeeping	22.20	22.87	23.55	24.25	-	-
3	Family Health Clerk	22.81	23.54	24.26	25.01	25.78	26.58
	IDC/Clinic Clerk (redundant)	22.81	23.54	24.26	25.01	25.78	26.58
4	Infectious Disease Prevention Clerk	24.82	25.60	26.38	27.20	28.04	28.91
	Maintenance	24.82	25.60	26.38	27.20	28.04	28.91
	Housekeeping/Maintenance	24.82	25.60	26.38	27.20	28.04	28.91
	CSH Clerk	24.82	25.60	26.38	27.20	28.04	28.91
	IDC Clerk (redundant)	24.82	25.60	26.38	27.20	28.04	28.91
	Receptionist/Switchboard	24.82	25.60	26.38	27.20	28.04	28.91
	Genetics/NP Clerk	24.82	25.60	26.38	27.20	28.04	28.91
	Essex Clerk (redundant)	24.82	25.60	26.38	27.20	28.04	28.91
	Administration Clerk	24.82	25.60	26.38	27.20	28.04	28.91
	Family Health Hotline Clerk	24.82	25.60	26.38	27.20	28.04	28.91
	Float Clerk	24.82	25.60	26.38	27.20	28.04	28.91
	Iris Clerk	24.82	25.60	26.38	27.20	28.04	28.91
	CDIP Clerk	24.82	25.60	26.38	27.20	28.04	28.91
	CWWD Clerk	24.82	25.60	26.38	27.20	28.04	28.91
5	Vaccine Distribution Clerk	26.83	27.67	28.51	29.39	30.30	31.24
	Clinic Clerk	26.83	27.67	28.51	29.39	30.30	31.24
	Health Inspection Clerk	26.83	27.67	28.51	29.39	30.30	31.24
	Payroll Clerk	26.83	27.67	28.51	29.39	30.30	31.24
	Oral Health Clerk	26.83	27.67	28.51	29.39	30.30	31.24
	Office Co-ordinator - Leamington	26.83	27.67	28.51	29.39	30.30	31.24
	EPEQ Clerk	26.83	27.67	28.51	29.39	30.30	31.24
	HBHC Clerk	26.83	27.67	28.51	29.39	30.30	31.24
	ISCIS Clerk	26.83	27.67	28.51	29.39	30.30	31.24
	Vaccine Disease Preventable Clerk	26.83	27.67	28.51	29.39	30.30	31.24
	Accounting Clerk	26.83	27.67	28.51	29.39	30.30	31.24
	Information Resource Assistant (redundant)	26.83	27.67	28.51	29.39	30.30	31.24
	Research & Data Analyst	26.83	27.67	28.51	29.39	30.30	31.24
	Information Co-ordinator	26.83	27.67	28.51	29.39	30.30	31.24
6	Certified Dental Assistant Level II	28.92	29.82	30.72	31.68	32.67	33.68
	Dental Assistant Level 1	28.92	29.82	30.72	31.68	32.67	33.68
	Dental Educator (redundant)	28.92	29.82	30.72	31.68	32.67	33.68
	Health Communication Specialist	28.92	29.82	30.72	31.68	32.67	33.68
	Youth Engagement Specialist	28.92	29.82	30.72	31.68	32.67	33.68
	Data Analyst	28.92	29.82	30.72	31.68	32.67	33.68
	Graduate Health Inspector	28.92	29.82	30.72	31.68	32.67	33.68
	Research Assistant (redundant)	28.92	29.82	30.72	31.68	32.67	33.68
7	E-learner	31.09	32.04	33.03	34.04	35.10	36.18
	Family Home Visitor	31.09	32.04	33.03	34.04	35.10	36.18
	Information Specialist	31.09	32.04	33.03	34.04	35.10	36.18
	Graphic Designer	31.09	32.04	33.03	34.04	35.10	36.18
	Tobacco Enforcement Officer	31.09	32.04	33.03	34.04	35.10	36.18
	Web Specialist	31.09	32.04	33.03	34.04	35.10	36.18
	Communications Co-ordinator	31.09	32.04	33.03	34.04	35.10	36.18
	Communications Specialist	31.09	32.04	33.03	34.04	35.10	36.18
	Emergency Preparedness Specialist	31.09	32.04	33.03	34.04	35.10	36.18
8	Data Coordinator	33.24	34.28	35.33	36.43	37.54	38.72
	Mental Health Specialist	33.24	34.28	35.33	36.43	37.54	38.72
	Systems Support Specialist	33.24	34.28	35.33	36.43	37.54	38.72
	Social Worker	33.24	34.28	35.33	36.43	37.54	38.72
	Epidemiologist (outlier)	43.00	44.29	45.62	46.98	48.39	49.84
9	Registered Dental Hygienist	36.80	37.91	39.05	40.21	41.42	42.66
	Program Evaluation Specialist	36.80	37.91	39.05	40.21	41.42	42.66
	Dietitian	36.80	37.91	39.05	40.21	41.42	42.66
	Health Promotion Specialist	36.80	37.91	39.05	40.21	41.42	42.66
	Policy Advisor	36.80	37.91	39.05	40.21	41.42	42.66
	Nutritionist	36.80	37.91	39.05	40.21	41.42	42.66
10	Health Inspector	37.60	38.77	39.96	41.19	42.47	43.79
	Senior Planner	37.60	38.77	39.96	41.19	42.47	43.79

WECHU CUPE

"SCHEDULE A"

Wage Rates Effective January 1, 2024

GRANDPARENTED RATES EFFECTIVE JANUARY 1, 2024

2.25% Increase

Points	Band	Position	Entry Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year
150-184	1	(No Positions, rate to be established)						
185-219	2	Student Health Inspector	20.97	21.61	22.24	22.91	-	-
		Housekeeping	22.70	23.38	24.08	24.80	-	-
220-254	3	Family Health Clerk	25.27	26.01	26.79	27.61	28.44	29.27
		IDC/Clinic Clerk	29.49	30.38	31.28	32.22	33.19	34.18
255-289	4	Infectious Disease Prevention Clerk	27.24	28.05	28.89	29.75	30.65	31.57
		Maintenance	22.97	23.65	24.36	25.09	25.85	26.63
		Housekeeping/Maintenance	21.36	22.12	22.67	23.33	24.04	24.76
		CSH Clerk	27.74	28.57	29.43	30.30	31.22	32.16
		IDC Clerk	29.49	30.38	31.28	32.22	33.19	34.18
		Receptionist/Switchboard	27.51	28.34	29.18	30.09	30.96	31.89
		Genetics/NP Clerk	27.24	28.05	28.89	29.75	30.65	31.57
		Essex Clerk	29.75	30.65	31.57	32.52	33.49	34.50
		Administration Clerk	26.10	26.89	27.70	28.53	29.39	30.26
		Family Health Hotline Clerk	26.10	26.89	27.70	28.53	29.39	30.26
		Float Clerk	27.24	28.05	28.89	29.75	30.65	31.57
		Iris Clerk	24.54	25.29	26.05	26.82	27.64	28.47
		CDIP Clerk	24.54	25.29	26.05	26.82	27.64	28.47
		CWWD Clerk	24.54	25.29	26.05	26.82	27.64	28.47
290-324	5	Vaccine Distribution Clerk	29.20	30.08	30.99	31.92	32.89	33.89
		Clinic Clerk	27.24	28.05	28.89	29.75	30.65	31.57
		Health Inspection Clerk	27.24	28.05	28.89	29.75	30.65	31.57
		Payroll Clerk	30.99	31.92	32.89	33.89	34.89	35.93
		Oral Health Clerk	27.24	28.05	28.89	29.75	30.65	31.57
		Office Co-ordinator - Learnington	29.20	30.08	30.99	31.92	32.89	33.89
		EPEQ Clerk	27.24	28.05	28.89	29.75	30.65	31.57
		HBHC Clerk	27.24	28.05	28.89	29.75	30.65	31.57
		ISCIS Clerk	27.74	28.57	29.43	30.30	31.22	32.16
		Vaccine Disease Preventable Clerk	29.33	30.19	31.10	32.03	33.00	33.99
		Accounting Clerk	29.33	30.19	31.10	32.03	33.00	33.99
		Information Resource Assistant	29.33	30.19	31.10	32.03	33.00	33.99
		Research & Data Analyst	-	-	-	-	-	-
		Information Co-ordinator	29.33	30.19	31.10	32.03	33.00	33.99
325-359	6	Certified Dental Assistant Level II	29.64	30.53	31.44	32.38	33.36	34.36
		Dental Assistant Level 1	29.64	30.53	31.44	32.38	33.36	34.36
		Dental Educator	30.99	31.92	32.89	33.89	34.89	35.93
		Health Communication Specialist	29.64	30.53	31.44	32.38	33.36	34.36
		Youth Engagement Specialist	30.99	31.92	32.89	33.89	34.89	35.93
		Data Analyst	30.99	31.92	32.89	33.89	34.89	35.93
		Graduate Health Inspector	30.99	31.92	32.89	33.89	34.89	35.93
		Research Assistant	30.99	31.92	32.89	33.89	34.89	35.93
360-394	7	E-learner	32.40	33.38	34.38	35.41	36.47	37.57
		Family Home Visitor	33.16	34.16	35.18	36.24	37.32	38.45
		Information Specialist	32.54	33.50	34.51	35.55	36.62	37.71
		Graphic Designer	30.99	31.92	32.89	33.89	34.89	35.93
		Tobacco Enforcement Officer	26.10	26.89	27.70	28.53	29.39	30.26
		Web Specialist	34.91	35.95	37.02	38.14	39.28	40.46
		Communications Co-ordinator	32.54	33.50	34.51	35.55	36.62	37.71
		Communications Specialist	35.81	36.88	37.99	39.12	40.30	41.51
		Emergency Preparedness Specialist	32.52	33.50	34.51	35.55	36.62	37.71
395-429	8	Data Coordinator	35.81	36.88	37.99	39.12	40.30	41.51
		Mental Health Specialist	35.81	36.88	37.99	39.12	40.30	41.51
		Systems Support Specialist	34.12	35.14	36.20	37.28	38.39	39.56
		Social Worker	35.81	36.88	37.99	39.12	40.30	41.51
		Epidemiologist (outlier)	43.97	45.29	46.65	48.04	49.48	50.96
430-464	9	Registered Dental Hygienist	37.89	39.04	40.21	41.41	42.67	43.95
		Program Evaluation Specialist	37.63	38.76	39.93	41.11	42.35	43.62
		Dietitian	37.63	38.76	39.93	41.11	42.35	43.62
		Health Promotion Specialist	37.63	38.76	39.93	41.11	42.35	43.62
		Policy Advisor	37.63	38.76	39.93	41.11	42.35	43.62
		Nutritionist	37.63	38.76	39.93	41.11	42.35	43.62
465-499	10	Health Inspector	37.64	38.77	39.94	41.12	42.36	43.63
		Senior Planner	37.64	38.77	39.94	41.12	42.36	43.63

WECHU CUPE

"SCHEDULE B"

Wage Rates Effective January 1, 2024

INTERNAL EQUITY RATES EFFECTIVE JANUARY 1, 2024

2.25% Increase

Band	Position	Entry Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year
1	(No Positions, rate to be established)						
2	Student Health Inspector	20.97	21.61	22.24	22.91	-	-
	Housekeeping	22.70	23.38	24.08	24.80	-	-
3	Family Health Clerk	23.32	24.07	24.81	25.57	26.36	27.18
	IDC/Clinic Clerk (redundant)	23.32	24.07	24.81	25.57	26.36	27.18
4	Infectious Disease Prevention Clerk	25.38	26.18	26.97	27.81	28.67	29.56
	Maintenance	25.38	26.18	26.97	27.81	28.67	29.56
	Housekeeping/Maintenance	25.38	26.18	26.97	27.81	28.67	29.56
	CSH Clerk	25.38	26.18	26.97	27.81	28.67	29.56
	IDC Clerk (redundant)	25.38	26.18	26.97	27.81	28.67	29.56
	Receptionist/Switchboard	25.38	26.18	26.97	27.81	28.67	29.56
	Genetics/NP Clerk	25.38	26.18	26.97	27.81	28.67	29.56
	Essex Clerk (redundant)	25.38	26.18	26.97	27.81	28.67	29.56
	Administration Clerk	25.38	26.18	26.97	27.81	28.67	29.56
	Family Health Hotline Clerk	25.38	26.18	26.97	27.81	28.67	29.56
	Float Clerk	25.38	26.18	26.97	27.81	28.67	29.56
	Iris Clerk	25.38	26.18	26.97	27.81	28.67	29.56
	CDIP Clerk	25.38	26.18	26.97	27.81	28.67	29.56
	CWWD Clerk	25.38	26.18	26.97	27.81	28.67	29.56
5	Vaccine Distribution Clerk	27.43	28.29	29.15	30.05	30.98	31.94
	Clinic Clerk	27.43	28.29	29.15	30.05	30.98	31.94
	Health Inspection Clerk	27.43	28.29	29.15	30.05	30.98	31.94
	Payroll Clerk	27.43	28.29	29.15	30.05	30.98	31.94
	Oral Health Clerk	27.43	28.29	29.15	30.05	30.98	31.94
	Office Co-ordinator - Leamington	27.43	28.29	29.15	30.05	30.98	31.94
	EPEQ Clerk	27.43	28.29	29.15	30.05	30.98	31.94
	HBHC Clerk	27.43	28.29	29.15	30.05	30.98	31.94
	ISCIS Clerk	27.43	28.29	29.15	30.05	30.98	31.94
	Vaccine Disease Preventable Clerk	27.43	28.29	29.15	30.05	30.98	31.94
	Accounting Clerk	27.43	28.29	29.15	30.05	30.98	31.94
	Information Resource Assistant (redundant)	27.43	28.29	29.15	30.05	30.98	31.94
	Research & Data Analyst	27.43	28.29	29.15	30.05	30.98	31.94
	Information Co-ordinator	27.43	28.29	29.15	30.05	30.98	31.94
6	Certified Dental Assistant Level II	29.57	30.49	31.41	32.39	33.41	34.44
	Dental Assistant Level 1	29.57	30.49	31.41	32.39	33.41	34.44
	Dental Educator (redundant)	29.57	30.49	31.41	32.39	33.41	34.44
	Health Communication Specialist	29.57	30.49	31.41	32.39	33.41	34.44
	Youth Engagement Specialist	29.57	30.49	31.41	32.39	33.41	34.44
	Data Analyst	29.57	30.49	31.41	32.39	33.41	34.44
	Graduate Health Inspector	29.57	30.49	31.41	32.39	33.41	34.44
	Research Assistant (redundant)	29.57	30.49	31.41	32.39	33.41	34.44
7	E-learner	31.79	32.76	33.77	34.81	35.89	36.99
	Family Home Visitor	31.79	32.76	33.77	34.81	35.89	36.99
	Information Specialist	31.79	32.76	33.77	34.81	35.89	36.99
	Graphic Designer	31.79	32.76	33.77	34.81	35.89	36.99
	Tobacco Enforcement Officer	31.79	32.76	33.77	34.81	35.89	36.99
	Web Specialist	31.79	32.76	33.77	34.81	35.89	36.99
	Communications Co-ordinator	31.79	32.76	33.77	34.81	35.89	36.99
	Communications Specialist	31.79	32.76	33.77	34.81	35.89	36.99
	Emergency Preparedness Specialist	31.79	32.76	33.77	34.81	35.89	36.99
8	Data Coordinator	33.99	35.05	36.12	37.25	38.38	39.59
	Mental Health Specialist	33.99	35.05	36.12	37.25	38.38	39.59
	Systems Support Specialist	33.99	35.05	36.12	37.25	38.38	39.59
	Social Worker	33.99	35.05	36.12	37.25	38.38	39.59
	Epidemiologist (outlier)	43.97	45.29	46.65	48.04	49.48	50.96
9	Registered Dental Hygienist	37.63	38.76	39.93	41.11	42.35	43.62
	Program Evaluation Specialist	37.63	38.76	39.93	41.11	42.35	43.62
	Dietitian	37.63	38.76	39.93	41.11	42.35	43.62
	Health Promotion Specialist	37.63	38.76	39.93	41.11	42.35	43.62
	Policy Advisor	37.63	38.76	39.93	41.11	42.35	43.62
	Nutritionist	37.63	38.76	39.93	41.11	42.35	43.62
10	Health Inspector	38.45	39.64	40.86	42.12	43.43	44.78
	Senior Planner	38.45	39.64	40.86	42.12	43.43	44.78



WECHU CUPE

"SCHEDULE A"

Wage Rates Effective January 1, 2025

GRANDPARENTED RATES EFFECTIVE JANUARY 1, 2025

2.25% Increase

Points	Band	Position	Entry Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year
150-184	1	(No Positions, rate to be established)						
185-219	2	Student Health Inspector	21.44	22.10	22.74	23.43	-	-
		Housekeeping	23.21	23.91	24.62	25.36	-	-
220-254	3	Family Health Clerk	25.84	26.60	27.39	28.23	29.08	29.93
		IDC/Clinic Clerk	30.15	31.06	31.98	32.94	33.94	34.95
255-289	4	Infectious Disease Prevention Clerk	27.85	28.68	29.54	30.42	31.34	32.28
		Maintenance	23.49	24.18	24.91	25.65	26.43	27.23
		Housekeeping/Maintenance	21.84	22.62	23.18	23.85	24.58	25.32
		CSH Clerk	28.36	29.21	30.09	30.98	31.92	32.88
		IDC Clerk	30.15	31.06	31.98	32.94	33.94	34.95
		Receptionist/Switchboard	28.13	28.98	29.84	30.77	31.66	32.61
		Genetics/NP Clerk	27.85	28.68	29.54	30.42	31.34	32.28
		Essex Clerk	30.42	31.34	32.28	33.25	34.24	35.28
		Administration Clerk	26.69	27.50	28.32	29.17	30.05	30.94
		Family Health Hotline Clerk	26.69	27.50	28.32	29.17	30.05	30.94
		Float Clerk	27.85	28.68	29.54	30.42	31.34	32.28
		Iris Clerk	25.09	25.86	26.64	27.42	28.26	29.11
		CDIP Clerk	25.09	25.86	26.64	27.42	28.26	29.11
		CWWD Clerk	25.09	25.86	26.64	27.42	28.26	29.11
290-324	5	Vaccine Distribution Clerk	29.86	30.76	31.69	32.64	33.63	34.65
		Clinic Clerk	27.85	28.68	29.54	30.42	31.34	32.28
		Health Inspection Clerk	27.85	28.68	29.54	30.42	31.34	32.28
		Payroll Clerk	31.69	32.64	33.63	34.65	35.68	36.74
		Oral Health Clerk	27.85	28.68	29.54	30.42	31.34	32.28
		Office Co-ordinator - Learnington	29.86	30.76	31.69	32.64	33.63	34.65
		EPEQ Clerk	27.85	28.68	29.54	30.42	31.34	32.28
		HBHC Clerk	27.85	28.68	29.54	30.42	31.34	32.28
		ISCIS Clerk	28.36	29.21	30.09	30.98	31.92	32.88
		Vaccine Disease Preventable Clerk	29.99	30.87	31.80	32.75	33.74	34.75
		Accounting Clerk	29.99	30.87	31.80	32.75	33.74	34.75
		Information Resource Assistant	29.99	30.87	31.80	32.75	33.74	34.75
		Research & Data Analyst	-	-	-	-	-	-
		Information Co-ordinator	29.99	30.87	31.80	32.75	33.74	34.75
325-359	6	Certified Dental Assistant Level II	30.31	31.22	32.15	33.11	34.11	35.13
		Dental Assistant Level 1	30.31	31.22	32.15	33.11	34.11	35.13
		Dental Educator	31.69	32.64	33.63	34.65	35.68	36.74
		Health Communication Specialist	30.31	31.22	32.15	33.11	34.11	35.13
		Youth Engagement Specialist	31.69	32.64	33.63	34.65	35.68	36.74
		Data Analyst	31.69	32.64	33.63	34.65	35.68	36.74
		Graduate Health Inspector	31.69	32.64	33.63	34.65	35.68	36.74
		Research Assistant	31.69	32.64	33.63	34.65	35.68	36.74
360-394	7	E-learner	33.13	34.13	35.15	36.21	37.29	38.42
		Family Home Visitor	33.91	34.93	35.97	37.06	38.16	39.32
		Information Specialist	33.27	34.25	35.29	36.35	37.44	38.56
		Graphic Designer	31.69	32.64	33.63	34.65	35.68	36.74
		Tobacco Enforcement Officer	26.69	27.50	28.32	29.17	30.05	30.94
		Web Specialist	35.70	36.76	37.85	39.00	40.16	41.37
		Communications Co-ordinator	33.27	34.25	35.29	36.35	37.44	38.56
		Communications Specialist	36.62	37.71	38.84	40.00	41.21	42.44
		Emergency Preparedness Specialist	33.25	34.25	35.29	36.35	37.44	38.56
395-429	8	Data Coordinator	36.62	37.71	38.84	40.00	41.21	42.44
		Mental Health Specialist	36.62	37.71	38.84	40.00	41.21	42.44
		Systems Support Specialist	34.89	35.93	37.01	38.12	39.25	40.45
		Social Worker	36.62	37.71	38.84	40.00	41.21	42.44
		Epidemiologist (outlier)	44.96	46.31	47.70	49.12	50.59	52.11
430-464	9	Registered Dental Hygienist	38.74	39.92	41.11	42.34	43.63	44.94
		Program Evaluation Specialist	38.48	39.63	40.83	42.03	43.30	44.60
		Dietitian	38.48	39.63	40.83	42.03	43.30	44.60
		Health Promotion Specialist	38.48	39.63	40.83	42.03	43.30	44.60
		Policy Advisor	38.48	39.63	40.83	42.03	43.30	44.60
		Nutritionist	38.48	39.63	40.83	42.03	43.30	44.60
465-499	10	Health Inspector	38.49	39.64	40.84	42.05	43.31	44.61
		Senior Planner	38.49	39.64	40.84	42.05	43.31	44.61

WECHU CUPE

**"SCHEDULE B"**

Wage Rates Effective January 1, 2025

INTERNAL EQUITY RATES EFFECTIVE JANUARY 1, 2025

2.25% Increase

Band	Position	Entry Rate	1st Year	2nd Year	3rd Year	4th Year	5th Year
1	(No Positions, rate to be established)						
2	Student Health Inspector	21.44	22.10	22.74	23.43	-	-
	Housekeeping	23.21	23.91	24.62	25.36	-	-
3	Family Health Clerk	23.84	24.61	25.37	26.15	26.95	27.79
	IDC/Clinic Clerk (redundant)	23.84	24.61	25.37	26.15	26.95	27.79
4	Infectious Disease Prevention Clerk	25.95	26.77	27.58	28.44	29.32	30.23
	Maintenance	25.95	26.77	27.58	28.44	29.32	30.23
	Housekeeping/Maintenance	25.95	26.77	27.58	28.44	29.32	30.23
	CSH Clerk	25.95	26.77	27.58	28.44	29.32	30.23
	IDC Clerk (redundant)	25.95	26.77	27.58	28.44	29.32	30.23
	Receptionist/Switchboard	25.95	26.77	27.58	28.44	29.32	30.23
	Genetics/NP Clerk	25.95	26.77	27.58	28.44	29.32	30.23
	Essex Clerk (redundant)	25.95	26.77	27.58	28.44	29.32	30.23
	Administration Clerk	25.95	26.77	27.58	28.44	29.32	30.23
	Family Health Hotline Clerk	25.95	26.77	27.58	28.44	29.32	30.23
	Float Clerk	25.95	26.77	27.58	28.44	29.32	30.23
	Iris Clerk	25.95	26.77	27.58	28.44	29.32	30.23
	CDIP Clerk	25.95	26.77	27.58	28.44	29.32	30.23
	CWWD Clerk	25.95	26.77	27.58	28.44	29.32	30.23
5	Vaccine Distribution Clerk	28.05	28.93	29.81	30.73	31.68	32.66
	Clinic Clerk	28.05	28.93	29.81	30.73	31.68	32.66
	Health Inspection Clerk	28.05	28.93	29.81	30.73	31.68	32.66
	Payroll Clerk	28.05	28.93	29.81	30.73	31.68	32.66
	Oral Health Clerk	28.05	28.93	29.81	30.73	31.68	32.66
	Office Co-ordinator - Leamington	28.05	28.93	29.81	30.73	31.68	32.66
	EPEQ Clerk	28.05	28.93	29.81	30.73	31.68	32.66
	HBHC Clerk	28.05	28.93	29.81	30.73	31.68	32.66
	ISCIS Clerk	28.05	28.93	29.81	30.73	31.68	32.66
	Vaccine Disease Preventable Clerk	28.05	28.93	29.81	30.73	31.68	32.66
	Accounting Clerk	28.05	28.93	29.81	30.73	31.68	32.66
	Information Resource Assistant (redundant)	28.05	28.93	29.81	30.73	31.68	32.66
	Research & Data Analyst	28.05	28.93	29.81	30.73	31.68	32.66
	Information Co-ordinator	28.05	28.93	29.81	30.73	31.68	32.66
6	Certified Dental Assistant Level II	30.24	31.18	32.12	33.12	34.16	35.21
	Dental Assistant Level 1	30.24	31.18	32.12	33.12	34.16	35.21
	Dental Educator (redundant)	30.24	31.18	32.12	33.12	34.16	35.21
	Health Communication Specialist	30.24	31.18	32.12	33.12	34.16	35.21
	Youth Engagement Specialist	30.24	31.18	32.12	33.12	34.16	35.21
	Data Analyst	30.24	31.18	32.12	33.12	34.16	35.21
	Graduate Health Inspector	30.24	31.18	32.12	33.12	34.16	35.21
	Research Assistant (redundant)	30.24	31.18	32.12	33.12	34.16	35.21
7	E-learner	32.51	33.50	34.53	35.59	36.70	37.82
	Family Home Visitor	32.51	33.50	34.53	35.59	36.70	37.82
	Information Specialist	32.51	33.50	34.53	35.59	36.70	37.82
	Graphic Designer	32.51	33.50	34.53	35.59	36.70	37.82
	Tobacco Enforcement Officer	32.51	33.50	34.53	35.59	36.70	37.82
	Web Specialist	32.51	33.50	34.53	35.59	36.70	37.82
	Communications Co-ordinator	32.51	33.50	34.53	35.59	36.70	37.82
	Communications Specialist	32.51	33.50	34.53	35.59	36.70	37.82
	Emergency Preparedness Specialist	32.51	33.50	34.53	35.59	36.70	37.82
8	Data Coordinator	34.75	35.84	36.93	38.09	39.24	40.48
	Mental Health Specialist	34.75	35.84	36.93	38.09	39.24	40.48
	Systems Support Specialist	34.75	35.84	36.93	38.09	39.24	40.48
	Social Worker	34.75	35.84	36.93	38.09	39.24	40.48
	Epidemiologist (outlier)	44.96	46.31	47.70	49.12	50.59	52.11
9	Registered Dental Hygienist	38.48	39.63	40.83	42.03	43.30	44.60
	Program Evaluation Specialist	38.48	39.63	40.83	42.03	43.30	44.60
	Dietitian	38.48	39.63	40.83	42.03	43.30	44.60
	Health Promotion Specialist	38.48	39.63	40.83	42.03	43.30	44.60
	Policy Advisor	38.48	39.63	40.83	42.03	43.30	44.60
	Nutritionist	38.48	39.63	40.83	42.03	43.30	44.60
10	Health Inspector	39.32	40.53	41.78	43.07	44.41	45.79
	Senior Planner	39.32	40.53	41.78	43.07	44.41	45.79

**IN WITNESS WHEREOF** the Parties hereto have hereunto affixed their corporate seals, duly attested by the hands of their proper officers in that behalf, respectively.

**WINDSOR-ESSEX COUNTY HEALTH  
UNIT**

**CANADIAN UNION OF PUBLIC  
EMPLOYEES AND ITS LOCAL 543.3**

SIGNED at Windsor, this 12 day of October, 2023.

*Dr. Ken Blanchette*

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*Roy Felle*  
Roy Felle (Nov 3, 2023 14:19 EDT)

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*[Signature]*

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*Nicole Trajkovski*  
Nicole Trajkovski (Nov 3, 2023 14:31 EDT)

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*K. McBeth*

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*Erica Schives*  
Erica Schives (Nov 3, 2023 14:38 EDT)

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*Leah Murphy*  
Leah Murphy (Nov 3, 2023 14:45 EDT)

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**Retroactivity**

*Cassie Withers*

**Retroactivity for wages shall be paid on all hours paid effective January 1, 2023. The Employer shall provide all retroactive payments no later than three full pay periods following ratification.**

**LETTER OF UNDERSTANDING**

Between

**WINDSOR-ESSEX COUNTY HEALTH UNIT**

(the "Employer") And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543.3**

(the "Union")

**ARTICLE 12 - PROMOTIONS, TRANSFERS AND APPOINTMENTS**

**RE: 12.7**

Where a change of district is necessary due to changes in programming, distribution of work or changes in Ontario Public Health Standards and there are no position vacancies that provide opportunity to adjust for such needs, the selection of districts will be done by seniority with the highest senior employee picking their district of choice first within their current job classification.

Without limiting the foregoing, changes in district will not occur more than once within a 24 month period without significant need.

The following positions are deemed to work in districts:

- Public Health Inspectors
- Family Home Visitors
- Tobacco Enforcement Officers
- Dental Assistants
- Dental Hygienists

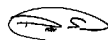
This Letter will apply to the positions outlined only.

Dated at Windsor this 12 day of October, 2023.

**FOR THE EMPLOYER**

Dr. Ken Blanchette

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K. McBeth

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**FOR THE UNION**

Roy Felle  
Roy Felle (Nov 3, 2023 14:19 EDT)

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Nicole Trajkovski  
Nicole Trajkovski (Nov 3, 2023 14:31 EDT)

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Erica Schives  
Erica Schives (Nov 3, 2023 14:38 EDT)

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Leah Murphy  
Leah Murphy (Nov 3, 2023 14:45 EDT)

\_\_\_\_\_

Carrie Witters

**LETTER OF UNDERSTANDING**

Between

**WINDSOR-ESSEX COUNTY HEALTH UNIT**

(the "Employer") And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543.3**


(the "Union")

**RE: CELL PHONES**





If any classification within CUPE Local 543.3 is required, as part of their employment, to have a cell phone the Employer shall provide the employee with the cell phone and shall pay all the costs associated with the cell phone. Employees who are provided with cell phones equipped with GPS Tracking will be required to maintain GPS Tracking program active during all work hours (excluding lunch and breaks) for security purposes. The Employer will not introduce evidence of GPS Tracking as the sole piece of evidence for the purpose of disciplining employees for work performances issues.

Dated at Windsor this 12 day of October, 2023.

**FOR THE EMPLOYER**

Dr. Ken Blanchette  
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\_\_\_\_\_  
K. McBeth  
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**FOR THE UNION**

  
Nov 3, 2023 14:29 EDT  
\_\_\_\_\_  
  
Nicole Trajkovski (Nov 3, 2023 14:31 EDT)  
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Erica Schives (Nov 3, 2023 14:38 EDT)  
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Leah Murphy (Nov 3, 2023 14:45 EDT)  
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Carrie Withers  
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**LETTER OF UNDERSTANDING**

Between

WINDSOR-ESSEX COUNTY HEALTH UNIT  
(the "Employer")

And

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543.3  
(the "Union")

**PELEE ISLAND**

This Agreement serves as a mutual understanding between the Windsor-Essex County Health Unit and the Public Health Inspectors of CUPE local 543.3 regarding work on Pelee Island.

The terms of the Agreement shall be as follows: As program needs dictate:

For a same day trip:


- Ferry Costs
- Up to **\$20** for lunch with receipts
- Flex time will be accrued based on Article 16.2 of the Collective Agreement.

For an overnight trip:




- Ferry Costs
- Up to **\$65** (breakfast of **\$15**, lunch of **\$20**, and dinner of **\$30**) meal allowance per day with receipts. If groceries are purchased with the meal allowance, receipts must be provided and the meals covered by the groceries must be indicated by type of meal and date.
- 2 hours of isolation pay at regular wages for each overnight stay at Peleelsland
- Internet package
- Paid accommodations
- Travel time by ferry and car outside of 8:30 am - 4:30 pm paid at straight time for salary or time at the employee's discretion, ensuring with the direct supervisor that there is coverage for time off.
- Flex time will be accrued based on Article 16.2 of the Collective Agreement.

Dated at Windsor this 12 day of October, 2023.

**FOR THE EMPLOYER**

*Jr. Ken Blanchette*  
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 \_\_\_\_\_  
*KMcBeth*  
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**FOR THE UNION**

*Roy Fells*  
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Roy Fells (Nov 3, 2023 14:19 EDT)  
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Nicole Trajkovski (Nov 3, 2023 14:31 EDT)  
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Erica Schives (Nov 3, 2023 14:38 EDT)  
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Leah Murphy (Nov 3, 2023 14:45 EDT)  
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*Carrie Withers*

**LETTER OF UNDERSTANDING**

Between

**WINDSOR-ESSEX COUNTY HEALTH UNIT**

(the "Employer") And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543.3**

(the "Union")

**RE: ARTICLE 16 – HOURS OF WORK/OVERTIME**

If an employee does not mutually agree to flex their time citing Article 16 during the life of the Collective Agreement, the Employer will first schedule the work. The work shall be assigned on a mandatory basis in reverse order of seniority to the least senior qualified employee. Once an employee has been forced to work three (3) consecutive occasions, the next senior employee will be obligated to work for up to three (3) consecutive occasions, and so on. In the instance that only one employee is qualified to complete the work, seniority shall not apply and **they** will be assigned the work.


The work will be assigned at straight time and hours will be flexed within seventy (70) hour pay period.

If the Union or Employer believes there is a problem originating from this practice, a meeting will be scheduled between the Employer and the Union to attempt to resolve the issue.





This letter supersedes Article 16.8 on the issue of payment of overtime. This Letter of Understanding will be part of this Collective Agreement.

Dated at Windsor this 12 day of October, 2023.

**FOR THE EMPLOYER**

Dr Ken Blanchette  
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\_\_\_\_\_  
KMcBath  
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**FOR THE UNION**

  
Kay Felt (Nov 3, 2023 14:15 EDT)  
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Nicole Trajkovski (Nov 3, 2023 14:31 EDT)  
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Erica Schires (Nov 3, 2023 14:38 EDT)  
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Leah Murphy (Nov 3, 2023 14:45 EDT)  
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Carrie Withers  
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**LETTER OF UNDERSTANDING**

Between

**WINDSOR-ESSEX COUNTY HEALTH UNIT**

(the "Employer") And

**THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 543.3**

(the "Union")

**RE: REQUEST FOR AN EXTENDED SHIFT FOR THE WINDSOR ORAL HEALTH DEPARTMENT**


The Employer has requested an extended shift for the Oral Health Department due to the introduction of the new Low Income Seniors Dental Program in the fall of 2019.

The Union agrees to this request with the following provisos:




1. The proposed shift would be from 12:00 p.m. – 8:00 p.m., Monday to Friday, for the Windsor Oral Health Department only.
2. Positions for this shift will be posted with the extended shift hours, in accordance with the Collective Agreement.
3. **Scheduling needs that are identified with 24 hours or less notice will be offered at an overtime rate. Overtime practices will be in accordance with Article 16.8 in the Collective Agreement.**
4. This Letter of Understanding is to be reviewed by the Employer and the Union on an annual basis, no later than the 1<sup>st</sup> day of September of each year.
5. All other articles in the Collective Agreement will apply.

Dated at Windsor this 12 day of October, 2023.

**FOR THE EMPLOYER**

Dr. Ken Blanchette  
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 \_\_\_\_\_  
K McBeth  
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**FOR THE UNION**

Roy Felle  
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Roy Felle (Nov 3, 2023 14:19 EDT)  
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Nicole Trajkovski (Nov 3, 2023 14:31 EDT)  
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Erica Schives (Nov 3, 2023 14:38 EDT)  
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Leah Murphy (Nov 3, 2023 14:45 EDT)  
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Carrie Wilson