

**MIDDLESEX-LONDON
HEALTH UNIT**

-and-

**CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 101**

April 1, 2022 to March 31, 2025

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THIS AGREEMENT made May 17, 2022 and ratified June 7, 2022, BY AND BETWEEN:

MIDDLESEX-LONDON HEALTH UNIT
(hereinafter called the "Employer")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 101
(hereinafter called the "Union")

OF THE SECOND PART

WHEREAS in the interests of efficient conduct and administration, it is desirable and necessary that there be harmonious relations between the Employer and its employees; fair and reasonable remuneration for the services rendered, having regard to the responsibility attached to the position held, the nature of the duties thereof, the manner of their discharge and seniority in the service, security of tenure of office and promotion within the Department.

This Agreement is entered into by the parties hereto in order to provide for orderly collective bargaining relations between the Employer and its employees. It is the desire of both parties to cooperate in maintaining a satisfactory relationship between the Employer and its employees, and to provide an amicable method of settling any difference or grievance relating to the general working conditions which may arise from time to time.

ARTICLE 1 – RECOGNITION AND SCOPE

The Employer recognizes the Canadian Union of Public Employees and/or its appointed agents, as the exclusive bargaining agency for all of the employees of the Health Unit under this Agreement, save and except the following which are excluded: the Medical Officer of Health/Chief Executive Officer (MOH/CEO); Associate Medical Officers of Health; Director, Healthy Living; Director, Environmental Health and Infectious Diseases; Director, Healthy Start; Manager, Communications; Manager, Oral Health; Associate Director, Finance; Director, Corporate Services; Director, Information Technology or Manager, Information Technology; Supervisor, Information Technology; Program Managers; Community HIV Program Lead; Manager, Strategic Projects; Manager, Privacy and Health and Safety; Manager, Emergency Preparedness; Payroll and Benefits Administrator; Accounting and Budget Analyst; Dentists; Dental Consultant; Epidemiologists; Manager, Human Resources, Human Resources Partners; Human Resources Coordinators; Human Resources Generalists, Physicians; Researcher/Educators; Executive Assistants to the Medical Officer of Health and the Board of Health; Procurement and Operations Manager; Southwest TCAN Manager; and those persons covered by a Collective Agreement with ONA.

ARTICLE 2 – UNION SECURITY

- 2.1 All employees who are members of the Union shall maintain their membership therein and all persons who may thereafter become employees covered by this Agreement shall become members of the Union, and shall maintain their membership in the Union.
- 2.2 All employees shall pay a monthly fee to the Union equal to the Union's monthly dues, such payment is to be made by payroll deduction. This deduction shall become effective on the first day of the month co-incident with or next following the date of appointment, but the deduction shall be made only if the employee is still in the employ of the Health Unit on the final day of the first pay period in that month. Deductions shall be made in respect of all subsequent months, provided an employee works any part of the month.
- 2.3 **METHOD** - The Employer shall deduct from the pay of every permanent, temporary or probationary employee such sum as may legally constitute the monthly dues and assessments as adopted by the Union as a contribution for the social and general welfare of the Union, which contribution shall be remitted no later than the 15th day of the following month to the Union. Such monthly dues shall not be deducted from the salaries of casual or temporary employees who have less than four (4) weeks continuous employment in any one year.
- 2.4 The Employer shall supply the Union Treasurer with a monthly statement of dues and assessments collected by the Health Unit on behalf of the Union. Such statement to identify each contributing employee and amounts collected for the period to be delivered to the Union Treasurer together with the dues deductions for that period. The Employer will advise the Union of all employees hired and all terminations of service.
- 2.5 The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in Articles dealing with Union Security and dues check off. Within five (5) working days of commencing employment, the Employer shall introduce the new employee to their Union Steward who will provide them with a copy of the Collective Agreement.
- 2.6 **CONTACT INFORMATION**
The Employer shall provide to the Union a list of all the employees in the bargaining unit by January 31st and July 1st of each year, and if requested. The list shall include each person's name, job classification, home mailing address, personal phone number, and work email according to the Employer's records at the time.

ARTICLE 3 – MANAGEMENT RIGHTS & RESPONSIBILITIES

- 3.1 The Union recognizes the rights conferred upon the Employer by Statute and rights of the Employer to hire, promote, assign and re-assign, demote, transfer, suspend or otherwise discipline and discharge an employee for proper cause, provided that procedures contrary to this Agreement are not used and provided that a claim of discriminatory promotion or demotion, or a claim that a seniority employee has been discharged or disciplined without proper cause, may be the subject of a grievance and dealt with under the provisions of Article 15 of this Agreement.

- (a) MLHU confirms that it does not intend to use the Article 3.1 wording to routinely assign or re-assign CUPE employees outside their own team or division. If such broader assignments/re-assignments are going to occur, MLHU shall advise CUPE fifteen (15) working days in advance and discuss the reasons. In any assignment/re-assignment situation, MLHU and CUPE confirm their mutual commitment to productive dialogue regarding employee or CUPE concerns.
- (b) A probationary employee may be terminated based on performance, skills, and ability to do the job and shall not be subject to a grievance or arbitration unless the termination was:
 - i) arbitrary, discriminatory, or in bad faith;
 - ii) for exercising a right under this Agreement; or
 - iii) for reasons that are contrary to any relevant legislation.

The probationary employee shall receive the necessary training for the position for which they were hired including any mentoring and/or coaching deemed necessary. In the event that the manager or designate has concerns with the probationary employee's performance, skills, or ability, the employee shall be advised by the manager or designate. If the concerns remain unresolved, the Union and Human Resources will be advised. Prior to terminating the probationary employee, a meeting shall be held among the Employer, Union and employee to discuss the concerns in an attempt to resolve the issues.

- 3.2 The Union further recognizes the undisputed right of the Employer to operate and manage its business in all aspects in accordance with its responsibilities. In addition, the location of the places of employment, the methods, process and means of performing the various works are solely and exclusively the right and responsibility of the Employer. The Employer also has the right and the Union recognizes it, to make and alter, from time to time, the rules and regulations to be observed by the employees, which rules and regulations should not be contrary to the provisions of this Agreement.
- 3.3 The Employer recognizes the foregoing clauses 3.1 and 3.2 are subject to such provision, regulations and/or restrictions governing the exercise of these rights as are provided in this Agreement and are subject to the right of the Union and/or the employee concerned to lodge a grievance in the manner and extent herein provided.

ARTICLE 4 – UNION MANAGEMENT RESPONSIBILITIES

- 4.1 All employees agree to give their best efforts at all times in the performance of their work and will not in any circumstances deliberately delay, shirk, or cause delay to any work through grievances, but will carry on with their work while any grievance is being investigated. The Employer will not discriminate against any employee who has requested investigation into an alleged grievance, and all parties hereto will at all times, extend the fullest co-operation to one another in order that the assigned work shall be carried on efficiently and economically.
- 4.2 The Employer and the Union mutually agree that no employee shall in any manner be discriminated against, coerced, restrained or influenced because of race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, gender identity,

gender expression, record of offences, age, marital status, family status, disability, ethnic origin, colour, religion or any other protected ground covered by statute. The above protected grounds shall be as defined in the Ontario Human Rights Code, as amended from time to time. The Employer and the Union agree to observe the provisions of the Ontario Human Rights Code, or any other statutes, and agree that this Article is not intended to impose any greater obligations on the parties than are contained in those statutes.

- 4.3 All employees are required to follow all workplace policies. The Employer and the Union endorse the right of every employee to work in an environment that is safe and free from harassment for any reason, including membership or non-membership in the Union and/or participation or non-participation in Union activity. Workplace harassment means engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome. A reasonable action by the Employer relating to the management and direction of employees or the workplace is not workplace harassment. The Employer and the Union will work cooperatively to provide employees with a process for resolving harassment complaints that may arise.
- 4.4 The Employer and the Union recognize that this Agreement is subject to all government regulations as they apply to employees who have served, are now serving, or may in the future serve in the Armed Forces.

ARTICLE 5 – REPRESENTATION

- 5.1 It is agreed that all agendas of the Board of Health Meetings will be available to the Union at the Office of the Secretary, prior to the meetings and all minutes of regular Board of Health Meetings will be available at the Office of the Secretary as soon after the meetings as possible.
- 5.2 Representatives of the Employer, Executive Liaison – Sub Units of the Local Union, and the Negotiating Committee shall meet at the request of either party, to consider any matters falling within the scope of the Agreement.
- 5.3 The actual numbers of members of the Negotiating Committee shall be mutually agreed between the Employer and the Union but in no case shall the number of either party exceed (5) five.
- 5.4 All correspondence between the parties hereto, other than grievances arising out of the Agreement or incidental thereto, shall pass to and from the CEO or designate and the Secretary of the Union with a copy to the Executive Liaison – Sub Units, Unit Chair, and the Director, Corporate Services and/or designate.
- 5.5 There shall be a Union-Management Committee composed of three representatives of the Union and three representatives of Management. The function of the committee shall be to discuss matters of mutual concern to the parties, but it is understood and agreed that the committee will not discuss grievances. The committee shall meet on a regular basis at a time convenient to the parties. An agenda of new or unfinished business is to be submitted to either party five working days in advance of each meeting. Union committee members shall be allowed time off with pay to attend such meetings.

- 5.6 No employee shall leave his work on Union business without first notifying their Manager or designate and being given permission to do so. Such permission shall not be unreasonably withheld.
- 5.7 The Employer, in conjunction with the Joint Health and Safety Committee, shall develop, establish and put into effect, prevention and control measures, procedures, practices and training for the health and safety of employees. The Employer, Union, and employees fully endorse their responsibilities under the Occupational Health and Safety Act.

ARTICLE 6 – STAFF CHANGES, STAFF ADDITIONS, PROMOTIONS

- 6.1 All reclassification and revised or new job descriptions, or the creation of new positions of a nature not already classified in this Agreement, and the remuneration for these positions, shall be the subject of advance notification to the Union and the Health Unit or its appointed representatives. All issues regarding the Job Evaluation Procedures shall be determined in accordance with Schedule “B”.
- (a) Failing agreement, the issues of job classification may be the subject of grievance of either party in accordance with Article 15, Grievance Procedure.

ARTICLE 7 – EMPLOYEE DEFINITIONS

- 7.1 (a) A new employee hired for a full-time, part-time, or casual permanent position shall be considered a probationary employee for the following period of time after which the employee will be considered permanent:
- i) four hundred and fifty-five (455) hours of work; or
 - ii) sixty-five (65) days of work; whichever is greater.
- Probation may be extended by mutual agreement between the Union and the Employer which shall be in writing as a Letter of Agreement.
- If such person continues on a permanent basis, seniority, holiday, and vacation benefits, and other rights referable to length of seniority shall be based on the original date of employment.
- (b) A full-time employee is an employee who works more than twenty-eight (28) hours per week on a regularly scheduled basis and is not temporary and has completed the probationary period.
- (c) A part-time employee is an employee who works a minimum of three (3) hours to a maximum of twenty-eight (28) hours per week on a regularly scheduled basis and is not temporary and has completed the probationary period.
- (d) A temporary employee is any person employed in a temporary position for a definite term or task not to exceed twelve (12) months or employed for the length of any approved leave of absence and associated backfill. Such temporary employment

may be extended beyond the original defined term on a temporary basis for a specified period by mutual agreement of the parties. If a temporary employee is awarded a permanent position within three months after completing a temporary assignment, the employee will have a seniority date based on the hire date for the temporary position, subject to successfully completing the probationary period. Temporary Employees are paid in accordance with Schedule A and covered by Articles 2, 4, 7.1 (i), 10, 11, 12.8, 12.9, 15, 17, 20 and 22.

Notwithstanding any other term or provision of the Collective Agreement, the employment of a temporary employee shall automatically terminate:

- i) at the end of the specified period for which they were hired; or
- ii) if the incumbent they are replacing returns early from leave with two (2) weeks' written notice, or pay in lieu of such notice, to the temporary employee, or any other notice/pay in lieu of notice required by applicable employment standards legislation, whichever is greater; or
- iii) if there is a shortage of work prior to the end of the specified period for which they were hired. The temporary employee shall receive two (2) weeks written notice, or pay in lieu of such notice, or any other notice/pay in lieu of notice required by applicable employment standards legislation, whichever is greater.

and such release as identified in i, ii, or iii above shall not be the subject matter of a grievance or arbitration procedure.

- (e) A school year employee is a full-time or part-time employee who works for a standard school year and who is not temporary and has completed the probationary period. A school year employee is paid on an hourly basis. A school year employee may be required to do occasional work during school breaks to cover for other staff.
- (f) A student employee is a student employed during the regular school vacation or during a work term for a period not to exceed six (6) months. A student is not covered by the terms of this Agreement. It is understood that students are supernumerary and their utilization will not result in the layoff of any employee covered by this Agreement nor will students be used to fill established positions within the bargaining unit.
- (g) A student enrolled full time in an educational institution employed to work on special projects or programs (e.g. Youth Leaders, Test Shoppers, Vector Borne Disease students) or during the school term to fulfill requirements of their academic program (e.g. Public Health Inspector students) will not be covered by this agreement. The employment of students in any capacity will not result in the layoff of any employee covered by this Agreement.
- (h) A casual employee is an employee who is hired on a permanent basis and who works on an interim replacement or on an occasional basis, and is paid an hourly rate, but is not guaranteed a minimum number of hours of work on an ongoing basis. Casual work may include, but is not limited to, assignments to assist with work overload, assignments to replace staff on leave or working on projects, and

other assignments that are not of an ongoing, permanent nature. A casual employee who is assigned to a full-time temporary position as a leave replacement retains casual status.

- (i) Temporary employees are considered external candidates for the purposes of job posting. Those temporary employees who have worked for the Employer for multiple consecutive contracts and greater than eighteen (18) consecutive months will be considered internal candidates for the purpose of postings of full-time and part-time positions within their program team or Division.

7.2 **JOB POSTINGS** - Whenever a new position is established or there is a vacancy in any of the positions covered by this Agreement, and the Employer proposes to fill the vacancy, the position/vacancy shall be posted for five (5) working days in Divisions. The posting will contain a summary of the job description for the position, the number of new or vacant positions to be filled, the respective Division and office location for each initial assignment, the salary range, the date of closing of the posting and where applications are to be directed. A vacancy may be posted internally and externally at the same time, with all internal candidates being considered before external applicants. The successful applicant will be selected within a reasonable time after such posting as follows:

- (a) each applicant will be considered in accordance with their seniority as defined in Article 8.1 of this Agreement and seniority will govern in making the appointment provided that the senior employee possesses the necessary skill, ability and qualifications to perform the duties involved.
- (b) if there is no applicant or no successful applicant from the bargaining unit, the Employer may then fill the vacancy from outside the bargaining unit.
- (c) for the purposes of these provisions, seniority shall be applied on a Health Unit wide basis.

In this Agreement the expression "vacancy" means that the position is vacant due to events such as promotion, resignation, retirement or discharge and is indefinite or long lasting in nature and does not include a vacancy caused by approved or authorized absence from work of any employee. Temporary opportunities of four (4) months or more will be posted as per Article 7.2.

7.3 Permanent employees promoted or awarded new positions shall be given one (1) month (20 working days) to prove their ability and, if they fail to do so, shall be returned to their former position without loss of seniority to such position.

7.4 A Director shall be entitled to recommend re-evaluation of a position if added responsibilities/accountabilities so warrant. The recommendation is to be submitted to the Director, Corporate Services and/or designate for formal evaluation by the Joint Job Evaluation Committee pursuant to the Job Evaluation Procedures set out in Schedule "B".

7.5 A manual of job descriptions shall be provided to the Union once a year if requested, and a supplement showing each new and/or revised job description shall be provided as new and/or revised jobs are approved, rated and classified.

- 7.6 When any employee is promoted or a posted position filled, notice of the promotion, stating the name of the employee promoted, the position affected and the effective date of the promotion, shall be posted and the Union Steward Chair shall be notified as soon as practically possible after confirmation by the Health Unit.
- 7.7 If a vacant full-time or vacant part-time position is not to be posted as full-time or part-time, the Employer and the Union will meet to discuss the reasons for this.

ARTICLE 8 – SENIORITY

- 8.1 Full-time, part-time, full-time school year, part-time school year and casual employees shall accumulate seniority based upon the length of continuous service within the Health Unit. Seniority shall be accumulated on the calendar year basis commencing with the employee's date of last hire with the Health Unit.
- 8.2 Seniority shall be broken and employment will be terminated for the following reasons only:
- (a) if the employee resigns;
 - (b) if the employee is discharged and is not reinstated through the grievance procedure;
 - (c) if the employee is absent from work without permission from the Director or CEO or designate for five (5) or more than five (5) consecutive working days unless such absence is proven to the satisfaction of the Employer to have been due to causes beyond the employee's control;
 - (d) if the employee retires;
 - (e) if the employee uses any leaves of absence for purposes other than for which the leave was granted, or fails to report for work following the end of an approved leave of absence without providing a reason satisfactory to the Employer;
 - (f) if the employee is laid off for a period in excess of twelve (12) consecutive months.
- 8.3 In determining the length of service for the purpose of seniority, continuity of service shall not be considered interrupted if:
- (a) absence from the Health Unit service is due to leave of absence granted by the Health Unit in accordance with Article 19.1, or that falls within the statutory leaves prescribed by the Employment Standards Act, 2000, as amended from time to time.
 - (b) a layoff where the period involved is less than twelve (12) consecutive months.
- 8.4 (a) Any employee who is successful in being selected for a temporary non-union position will retain their seniority acquired to the start date of the assignment for a period of up to a total of twelve (12) consecutive months, or in the case of pregnancy or parental leave, eighteen (18) consecutive months, but will not accumulate any further seniority under the Collective Agreement during the temporary period. The Employer shall adjust the seniority list accordingly.

- (b) If the successful candidate is a bargaining unit member, the Union shall be notified in writing within five (5) days of the selection. The Employer shall provide the transfer offer letter and the name of the successful applicant, their permanent position, start and end date of the assignment, title of the temporary position, and the nature of the temporary position (ie: special funding).
- (c) During the assignment, the employee shall continue to pay Union dues as per Article 2 and shall be treated for the purpose of benefits as per Article 13 and vacation as per Article 12 as if they had not left the bargaining unit. The employee shall be paid at a rate of pay equivalent to the starting salary of the position to which they have been assigned, or 110% of their previous rate, whichever is the higher.
- (d) In the event the employee returns to a bargaining unit position within twelve (12) consecutive months, or in the case of pregnancy and/or parental leave, eighteen (18) consecutive months, the employee shall be credited with the seniority that they held at the start of the assignment and will resume accumulation of seniority from the date they return to the bargaining unit. For clarity, the employee shall not accumulate any seniority while in a temporary non-union position.
- (e) If the employee does not return to the bargaining unit within twelve (12) consecutive months from the commencement of the assignment, or in the case of pregnancy and/or parental leave, eighteen (18) consecutive months, the employee shall forfeit all Collective Agreement rights, including accumulated seniority and shall no longer be a member of the bargaining unit.
- (f) The Employer may request an extension beyond twelve (12) consecutive months. Such extension shall be by mutual agreement between the Parties in writing as a Letter of Agreement.
- (g) No employee shall be transferred to a non-union position without their consent.

ARTICLE 9 – REMUNERATION

- 9.1 That the scale of remuneration set out in Schedule "A" shall apply during the term of the Agreement.
- 9.2
 - (a) All the rights, benefits and privileges which the employees now enjoy, receive or possess, shall continue to be enjoyed, possessed and held by the employees. In any reclassification and evaluation, the present incumbent will not receive a decrease in earnings but, if present salary is greater than what is laid out in Schedule "A" for that classification, they will be red circled.
 - (b) The Employer shall provide the Union with a current seniority list by January 31st of each year, and up to two (2) additional lists annually at the special request of the Union. The seniority list of all employees covered by this Agreement will show:

1. length of service with the Health Unit;
 2. present classifications;
 3. notice that it is the responsibility of all employees to bring to the attention of the Employer any inaccuracies in the seniority list within thirty (30) days of the posting of same.
- (c) Positions in the salary grid shall be determined through a method of job evaluation and job classification as may from time to time be agreed upon between the parties.
- (d) An employee required to perform the duties of a higher rated position shall be paid the higher rate for the time so occupied, whether it is their own or that of the employee replaced, except that this clause shall not apply when replacing a senior employee in their own department during the first month's sick leave or during the annual vacation period of the said senior employee.
- 9.3 School year, part-time, temporary and casual hourly rated employees shall be paid on an hourly basis in accordance with the hourly rates set out in Schedule A.

ARTICLE 10 – STANDARD HOURS OF WORK & OVERTIME COMPENSATION

- 10.1 **NORMAL HOURS OF WORK** – a normal work week shall be any five scheduled working days during the six-day period Monday to Saturday, and a normal workday shall be seven (7) consecutive hours per day, starting no earlier than 7:30 a.m. and ending no later than 10:00 p.m. on Monday to Friday and between 8:00 a.m. to 5:00 p.m. on Saturday.

NORMAL HOURS OF WORK FOR PART-TIME AND CASUAL FAMILY HOME VISITORS - Family Home Visitors will work a flexible work schedule as approved by their Director/Manager. Normal hours of work shall be between 8:00 a.m. and 8:30 p.m. on Monday to Sunday, but shall not exceed seven hours per day.

NORMAL HOURS OF WORK FOR TOBACCO ENFORCEMENT OFFICERS – Tobacco Enforcement Officers will work a flexible work schedule as approved by their Director/Manager. Normal Hours of work will be between 8:00 a.m. on any day and 2:00 a.m. the following day, Monday to Sunday, but shall not exceed seven hours per day or 35 hours per week, and there must be at least one twenty-four (24) hour period each week in which there are no hours of work. The normal hours may be adjusted to include time required for court appearances which are scheduled for the morning.

SATURDAY HOURS, SHIFT PREMIUM, LUNCH, SCHEDULE

Should work be required on a Saturday, the Employer will ask employees who are qualified to meet the demands of the required service to volunteer for the Saturday work, failing which the Employer will assign the work. Saturday work will be assigned to qualified employees in a manner that does not unduly burden any individual employee. A shift premium of \$3.00 per hour will be paid for normal hours of work on Saturday.

Employees who work Saturdays pursuant to this provision will be granted either 2 consecutive days off (e.g. Sunday & Monday) or Sunday and an alternate day off during the week. Should an employee wish to take their time off at a later date it will be taken at a mutually agreeable time no later than 3 months following the day worked.

The normal lunch will be a one (1) hour unpaid lunch period commencing no later than five (5) hours after the start of the employee's scheduled shift. Where the normal lunch cannot be taken due to service provision or schedule requirements, the meal break shall be in accordance with the Employment Standards Act. Employees may request to flex thirty (30) minutes of their one (1) hour lunch with pre-approval from their Manager or designate, which will not be unreasonably denied.

The schedule of work shall normally be established by the Employer on a monthly basis no less than fifteen (15) days prior to the commencement of each month.

Notwithstanding their established schedule of work, an employee may request the opportunity to change their schedule with approval from their Manager which will not be unreasonably denied provided programming needs are met.

10.2 **OVERTIME** - Overtime shall mean any period of time worked in excess of seven (7) hours a day or thirty-five (35) hours a week, or on Sundays and holidays, excepting those hours worked on Sunday as part of the normal hours of work of a part-time or casual Family Home Visitor or Tobacco Enforcement Officer. Where compensating time off is chosen for Saturday work, overtime will not be paid. Hours worked in excess of 35 hours a week pursuant to section 10.1 above shall not be paid at overtime rates.

10.3 Overtime compensation at the rate of time and one-half will be paid for all overtime hours worked from Monday to Saturday inclusive. Double time will be paid for all hours worked on a Sunday or holiday, excepting those hours worked on Sunday as part of the normal hours of work of a part-time or casual Family Home Visitor or Tobacco Enforcement Officer. Authorization for hours worked other than detailed in Clause 10.1 must be given by the Director/Manager in advance and confirmed in writing.

The Director/Manager may, at their discretion, give time off in lieu of overtime compensation, which time off shall reflect the applicable overtime rate.

10.4 **MEAL ALLOWANCE** - Where any employee covered by this Agreement is required to work on-site or in the community ten (10) continuous hours or more in one day, the employee shall be entitled to a meal allowance for one individual meal of up to eighteen dollars (\$18.00) as receipted.

10.5 **CALL-IN** - An employee who is called in and is required to work outside their regular working hours shall be paid a minimum of three (3) hours at the applicable overtime rate. Should the employee be called in to work on a pre-approved vacation day, the employee will be paid at time and one-half, and the employee will be entitled to reschedule their vacation day.

10.6 **ON-CALL** - Employees may volunteer or be assigned to be available by cell phone for on-call on weekends (i.e. Friday 4:30 p.m. to Monday 8:30 a.m.) and on Statutory Holidays, to respond as initiated by the MOH or CEO or designate. In addition, an employee(s) with their consent may be assigned to be available by cell phone for on-call on one or more weeknights, Monday to Thursday, from 4:30 p.m. to 8:30 a.m. the following morning.

Remuneration for being on-call shall be at \$4.75 per hour.

- a) If an employee is required to perform work duties while on-call and those duties can be completed remotely without the employee travelling to a community site or working onsite at MLHU to perform the duties, the employee shall be compensated for all time worked remotely to the next nearest quarter of an hour at the applicable overtime rate.
- b) An employee who is on-call and is required to perform work duties at a community site or onsite at MLHU, shall be paid a minimum of three (3) hours at their regular rate of pay, or for all the time worked including when the call was initiated, while at a community site or onsite at MLHU, and travel time to and from the community site or onsite at MLHU, at the applicable overtime rate, whichever is greater. It is understood that all mileage driven in reporting to and from the community site or onsite at MLHU shall also be reimbursed in accordance with Article 17.

For clarity, an employee shall be entitled to both payments described in 10.6 a) and 10.6 b) if the employee has performed both remote work and performed work duties at a community site or onsite at MLHU during an on-call shift. The three hour “call in” compensation at overtime rates described in Article 10.5 does not apply to employees required to work while they are on-call.

A member of the Information Technology team, as assigned by the Division Director or designate may be on-call to respond to alerts and alarms at the following times:

- (1) On Saturdays and Sundays and on Statutory or Office Holidays, from 8:00 a.m. to 8:00 p.m.;
- (2) On weekdays, Monday to Friday, from 6:30 a.m. to 8:30 a.m. and from 4:30 p.m. to 10:00 p.m.

The Employee may elect to receive time off in lieu of overtime compensation as compensating time, which shall reflect the applicable overtime rate. The use of compensating time is approved by the manager or designate which will not be unreasonably denied.

The On-Call schedule can be changed with 48 hours’ notice, or if the scheduled employee agrees to the change.

ARTICLE 11 – HOLIDAYS

11.1 Any employee within the scope of this Agreement who is not required to work on the following holidays shall be paid at the regular rate of pay, or as provided in clause 11.3 if applicable, for each of the following holidays:

- | | |
|------------------|---|
| New Year's Day | Family Day |
| Good Friday | Easter Monday |
| Victoria Day | Canada Day |
| Civic Holiday | Labour Day |
| Thanksgiving Day | National Day for Truth and Reconciliation |
| Boxing Day | Christmas Day |

In addition to the above, any other day newly proclaimed as a holiday by the Federal, Provincial, or Municipal Government.

In addition to the above, the last half of the working day preceding Christmas Day and the last half of the working day preceding New Year's Day. Full-time, part-time and school year employees shall have one (1) float day calculated on a pro-rated basis, to be taken within the normal calendar year. This float day is not to be accumulated from year to year. The use of such day to be mutually agreed to by the Employer and the employee.

- 11.2 The Employer will also recognize any day declared by a competent authority to be a holiday (within the meaning of the Bills of Exchange Act).

Whenever any of the above holidays fall on a Saturday or Sunday, and are not proclaimed as being observed on some other day, the following Monday and/or Tuesday shall be deemed to be holidays for the purpose of this Agreement.

- 11.3 All employees other than full-time employees, which includes part-time, part-time school year and casual employees, who may qualify for statutory holiday pay as set out in the Employment Standards Act shall have their holiday pay calculated as provided by the Act, ie. based on the number of hours worked in the previous four weeks divided by twenty.

ARTICLE 12 – VACATIONS

- 12.1 Full-time employees in any year shall be entitled to a vacation with pay according to their length of service on the following basis, providing there is no loss of benefits as a result of change.

Less than ten (10) years of service

1.67 days per month worked, to a maximum of 20 days per calendar year

Completed ten (10) years of service

2.08 days per month worked, to a maximum of 25 days per calendar year

Completed twenty (20) years of service

2.50 days per month worked, to a maximum of 30 days per calendar year

- 12.2 The pay for vacation shall be based on the normal hours of work for the individual employee and shall not include overtime or other bonuses.

- 12.3 Full-time school year employees shall be entitled to a vacation with pay according to their length of service and based on months worked within the calendar year.

- 12.4 Part-time and school year employees will receive 10% of basic pay in lieu of sick credits and group insurance Benefits. In addition, they will receive the following percentage of basic pay in lieu of vacation with pay:

less than 10 years – 8%

10 years or more – 10%

20 years or more – 12%

- 12.5 No employee shall be permitted to forego their vacation period so that they may be paid in lieu of time off for vacation.
- 12.6 All vacation requests shall be approved by the Director/Manager or designate. All vacation requests shall be received no later than January 15th of each year and approved by January 31st of each year. When preparing annual vacation schedules the Employer shall instruct management, subject to its right to maintain a qualified workforce, to give choice of vacation dates to employees with the greatest seniority. If any employee fails to list their choice of vacation dates on or before January 15th, the employee shall lose their seniority preference for vacation purposes for that year. Requests submitted after January 15th will be considered in accordance with the approved vacation schedule and on a first come, first served basis. Vacation should be taken in the year it is earned. In instances when this is not possible, for business reasons or with an exceptional request in writing by the employee, a maximum of five (5) days of vacation earned in any one (1) year may be carried forward to the next year with Manager and Director pre-approval. Such carried forward vacation then must be used by March 31st of the next calendar year.
- Where an employee has carried vacation forward as a result of leave (e.g. Pregnancy/ parental leave), they may use seniority to schedule their first two weeks of carried over vacation, after that it will be scheduled with mutual consent of the employee and Director. Vacation accrued while on maternity leave shall be used before year end if the employee returns before June 30 and used before March 31 of the following year if the employee returns after June 30. It is understood that where possible, any earned vacation shall be utilized prior to the beginning of the leave.
- 12.7 Statutory holidays which fall within a vacation period are not considered vacation days.
- 12.8 A temporary or casual employee shall receive vacation pay in accordance with the Employment Standards Act, 2000, as amended from time to time, either in a lump sum at the termination of their employment, or with each pay, or as a lump sum accrued to the end of the calendar year. Vacation pay will be recorded separately on pay statements when paid to temporary and casual employees. Casual employees will receive four percent (4%) of basic salary in lieu of sick credits and group insurance benefits unless the casual employee is a retiree of the Employer and is currently receiving group insurance benefits through the Employer.
- 12.9 Vacation time for temporary and casual employees will be pro-rated based on a maximum of two weeks vacation for working the equivalent of full-time hours for one year.
- 12.10 In the event of the death of an employee, their heirs or their estate shall be entitled to receive such vacation pay as may stand to their credit.
- 12.11 (a) Where an employee's scheduled vacation is delayed due to serious illness which commenced prior to and continues into the scheduled vacation period, the period of such illness shall be considered sick leave.
- (b) Where an employee's scheduled vacation is interrupted due to serious illness requiring the employee to be an in-patient in a hospital, the period of such hospitalization shall be considered sick leave.

- (c) The portion of the employee's vacation which is deemed to be sick leave under the above provisions will not be counted against the employee's vacation credits upon provision of medical evidence that is satisfactory to the Employer.
- (d) Where an employee's scheduled vacation is interrupted due to bereavement, the employee shall be entitled to bereavement leave in accordance with Article 13.
- (e) The portion of the employee's vacation which is deemed to be bereavement leave under the above provisions will not be counted against the employee's vacation credits.

ARTICLE 13 – EMPLOYEE BENEFIT PLANS

13.1 The Employer will contribute 100% of the premiums for the following Benefit Plans:

- (a) Ontario Employer's Health Tax - the Employer agrees that should the Health Tax revert to a premium based Health Insurance Plan, the Employer will contribute one hundred percent (100%) of the premium cost.
- (b) Group insurance Extended Health Care Benefits Plan with paramedical services and Vision Care Plan of \$425/24 months, or equivalent coverage. Vision Care benefit may be applied to laser surgery.
- (c) Group insurance Dental Plan with Ontario Dental Association Fee Schedule for the current less one year. The Dental plan includes 100% coverage for basic dental services and 50% coinsurance for major dental services (i.e. Crowns, dentures and bridges) to a calendar year maximum of \$2,500.
- (d) Group insurance Travel Plan or equivalent coverage.
- (e) The Employer will pay the cost of one (1) optometric eye examination every twenty-four (24) months to a maximum of \$110.

BENEFITS AFTER AGE 65 – Group insurance benefits as outlined in Article 13.1 and 13.2 will continue for those employees who work past the age 65 up to 70, excepting that Long Term Disability coverage will cease at age 65. At age 65, claims for drugs and other items covered by the Ontario Drug Benefits (ODB) plan shall be made to the ODB as first payer.

13.2 A Group Life Insurance Plan under which the life of each full-time employee who is covered by this Agreement will be insured to the extent of two (2) times an amount equal to their annual salary, calculated to the next One Thousand Dollars up to a maximum of One Hundred and Thirty Thousand Dollars (\$130,000). Part-time employees will be insured for Twenty-Five Thousand Dollars (\$25,000), provided that the part-time employee regularly works 17.5 or more hours per week. All employees covered for Group Life Insurance under this Article shall also be covered for an equivalent amount of Accidental Death and Dismemberment Insurance. It is understood that employees that regularly work 17.5 or more hours per week are participating in an employee-funded Long Term Disability Plan, participation in which is compulsory for all employees hired June 1, 1989 or later. The Employer undertakes to administer the Plan and the employees agree to save harmless the Employer for any and all liability arising from such administration.

13.3 **PENSIONS** - The Employer and the Union agree to the Ontario Municipal Employees Retirement System. Employees who retire before age 65 with ten (10) or more years continuous service with the Employer to an OMERS pension and who are members of the respective benefit plans at retirement where premiums are paid for wholly by the Employer, may continue such benefits until age 65 and the Employer shall continue to pay full premiums for these plans until age 65. Employees who retire before age 65 with less than ten (10) or more years continuous service with the Employer to an OMERS pension and who are members of the respective benefit plans at retirement where premiums are paid for wholly by the Employer, may continue such benefits until age 65 provided the employee agrees to pay the full cost of the premiums, according to a payment schedule arranged with the Employer. The normal retirement age for male and female employees, as set out in the Pension Plan, shall not be compulsory.

13.4 It is agreed between the parties that the Employer's obligations in law to return a portion of the Employment Insurance Commission rebate to the employees has been fully met by the provisions of increased benefits, to wit, the Group Insurance Dental Plan. The Employer will provide to any employee, upon request, a copy of the current insurance policies covering the benefit plans referred to in Article 13.

13.5 **SICK LEAVE** – Full-time employees in the Bargaining Union shall be entitled to the following sick leave benefits:

- (a) After they have acquired seniority under Article 8, an employee who is covered by this Agreement will be allowed one and one-half (1-1/2) days sick leave with pay for each month of seniority and may carry forward the unused portion of any sick leave from one year to another; an employee hired after April 1, 2007 may accumulate sick leave with pay to a maximum of one hundred and eighty (180) days;
- (b) On retirement after five (5) years of service, an employee having sick leave to their credit shall receive a salary grant in lieu thereof, equal to half their accumulated credits, to a maximum of six (6) months salary;
- (c) On separation after five (5) years of service, an employee shall receive half of those leave credits accumulated from January 1, 1967. This accumulation shall be calculated by taking the credits gained from January 1, 1967, deduct all sick time used in the same period and dividing the remainder by two (2). This credit shall not exceed six (6) months salary;

Employees hired prior to January 1, 1982 may elect time off prior to retirement in lieu of collecting the retirement gratuity.

Subsection (b) and (c) do not apply to employees hired after January 1, 1982;

- (d) Employees will be allowed to use up to a maximum of ten (10) days sick leave credits per calendar year for the purposes of personal or family preventative health care or tending to family illness. For the purposes of this Article, family member will be defined as spouse, child, step-child, mother, step-mother, father, step-father, sister, step-sister, brother or step-brother, and grandchild.

- 13.6 If the Employer requests that the employee obtain a medical certificate, the Employer shall pay the cost of obtaining the certificate to a maximum of \$25.00. (A Receipt is required.) If the Employer requests the employee to submit a completed Functional Abilities Form, upon provision of an original receipt, the Employer shall reimburse the employee for the cost of it.

ARTICLE 14 – ACCOMMODATION

- 14.1 The Employer and the Union recognize that from time to time individual workers may require accommodation within the workplace. The parties acknowledge that the duty to accommodate applies to the Union and the Employer. The Employer and the Union thereby commit themselves to finding co-operative solutions to workplace and/or contractual barriers to workers requiring accommodation as required by the *Ontario Human Rights Code* and the *Accessibility for Ontarians with Disabilities Act*. The Employer and the Union agree to observe the provisions of the *Ontario Human Rights Code* and the *Accessibilities for Ontarians with Disabilities Act*, or any other statutes, and agree that this Article is not intended to impose any greater obligations on the parties than are contained in those statutes.

ARTICLE 15 – GRIEVANCE & ARBITRATION

- 15.1 **GENERAL** - It is the mutual desire of the Employer and the Union that a complaint shall be adjusted as quickly as possible.

All meetings at which grievances are processed shall be in camera.

The time limits fixed in both grievance and arbitration procedures may be extended by consent of both the parties to this Agreement. Employees of the Employer who are members of the Bargaining Unit (as defined in Article 1 and Article 2.1) shall be required to follow the procedures hereinafter detailed.

Whenever an employee is to be disciplined, suspended, dismissed or is requested to resign, Human Resources will notify the applicable member of the Senior Leadership Team and/or designate, who may elect to be present with Human Resources and the Executive Liaison – Sub Units when the discipline, suspension, dismissal or request takes place. When an employee is called in to the office for the purpose of receiving a disciplinary reprimand, which may become a part of the employee's record, they will be accompanied by a Union representative. A copy of a written disciplinary sanction issue to an employee will be provided to the Union. Should the Union desire, it may file a grievance at Step # 2, as provided in this Article.

In the event that the employee's suspension or dismissal is found to be not justified, then they shall be reinstated and shall be reimbursed for all lost time and other rights under this Agreement.

The Union Steward or any other employee representing the union at any meeting under this Article shall give advance notice to their supervisor of the intention to attend such a meeting during the regular work schedule. Permission to attend shall not be unreasonably withheld.

15.2 **GRIEVANCE PROCEDURE** - Any misunderstanding or controversy between the Employer and the Union as the compliance of either party with any of its obligations hereunder, or any grievance involving the terms of this Agreement by the Union, the same shall be handled in the following manner:

- (a) It is understood that an individual employee has no grievance until they speak to their Manager or designate within ten (10) working days after the circumstances giving rise to the complaint or within ten (10) working days after the employee ought reasonably to have become aware of the circumstances giving rise to the complaint, and give the Manager or designate and applicable Director the opportunity to resolve the dispute before filing a grievance. Complaints involving the employee's Manager shall be brought to the employee's director. In discussing such complaint, the employee may be accompanied by the Executive Liaison – Sub Units or their appointed representative at the request of either party. Grievances may be filed in writing at Step 1 after five (5) working days of receiving a response from the Manager in accordance with this paragraph.
- (b) A grievance filed by a group of employees or a policy grievance shall be submitted to the CEO or designate within and not after fifteen (15) working days after the date of the incident giving rise to the grievance or when the aggrieved party ought reasonably to have been aware of such incident or circumstances.

A grievance filed by a group of employees and a policy grievance of the Union shall be taken up at Step 2 of the grievance procedure.

- (c) A policy grievance of the Employer shall be in writing and may be initiated by the Employer delivering the grievance to the Executive Liaison – Sub Units, or, in their absence, to another officer of the Union. If any such grievance is not settled within fifteen (15) working days of the date of such delivery, the Employer may refer the grievance to Arbitration.

STEP #1

A complaint which is not settled by the immediate Supervisor, shall be reduced in writing, and shall be filed with the Manager, Human Resources and/or designate under the direction of the Union's Grievance Committee. The Manager, Human Resources and/or designate may call a meeting within ten working days, notice of which will be given at least five days prior to the meeting. Those in attendance shall be the employee, their Union representatives, the Supervisor and Human Resources. The Manager, Human Resources shall deal with the grievance and render their decision thereon in writing not later than five (5) working days next following the day on which they received the grievance or following the meeting under this section, whichever is the latest. The Union shall reply to the Employer's decision in writing not later than five (5) working days following the day on which they received the decision.

STEP #2

A complaint which is not settled by Human Resources, shall be reduced in writing, and shall be filed with the CEO or designate under the direction of the Union's Grievance Committee. The CEO or designate may call a meeting within five working

days to hear from the employee, their Union representatives, the Supervisor or the Manager, Human Resources. The CEO or designate shall deal with the grievance and render their decision thereon in writing not later than five (5) working days next following the day on which they received the grievance or following the meeting under this section, whichever is the latest.

STEP #3

If a satisfactory settlement is not reached at Step #1 or Step #2, the dispute shall be finally and conclusively settled, without stoppage of work, by submission to a Board of Arbitration. A referral to arbitration will be made by either party in writing within 30 days of the receipt of the final decision in Step 2.

- 15.2 **ARBITRATION** - Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question 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 duly exhausting the Grievance Procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the names of three (3) persons selected by the first party as being appropriate to act as the Sole Arbitrator herein. The recipient of the notice shall, within five (5) days, inform the other party as to whether or not any of the three (3) names submitted by the first party are acceptable to it as Sole Arbitrator, and in the event that the recipient of the notice is not able to accept any of the three (3) names so put forward, it shall name three (3) persons deemed appropriate by it to act as Sole Arbitrator herein. Within five (5) working days after such suggestions are received from the recipient of such notice, and in the event that none of the six (6) names so put forward are acceptable to both parties to act as Sole Arbitrator, the parties jointly agree to request the appropriate government agency for the Province of Ontario to appoint a Sole Arbitrator to hear such grievance. The Arbitrator 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 Sole Arbitrator shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement, or in any way modify, add to or detract from any provisions of this Agreement. Each of the parties to this Agreement will share equally the fees and disbursements of the Arbitrator.

- 15.3 The Employer agrees that the record of disciplinary action placed against an employee shall not be used against that employee after the lapse of twenty-four (24) months from the date of issue provided the employee has been discipline free. Leaves of absence in excess of thirty (30) continuous calendar days will not count towards the twenty-four (24) month period referenced above.

ARTICLE 16 – PROTECTION OF EMPLOYEE'S POSITION

- 16.1 The Employer agrees that it will not put out for tender or contract or employ a person or persons or group of persons for any job now filled by an employee falling within the scope of this Agreement, so as to have the effect of depriving any employee covered by this Agreement of their job.

- 16.2 Persons who are not in the bargaining unit shall not work in any jobs which are included in the bargaining unit, so as to have the effect of depriving employees covered by this Agreement of employment, except as mutually agreed upon by the parties.

ARTICLE 17 – MILEAGE ALLOWANCE

- 17.1 Mileage for business travel will be reimbursed at the current rate, or as defined by company policy, whichever is greater. Currently, the reimbursement rates will be fifty-eight cents (\$0.58) for the first 5000 kilometers per calendar year, and fifty-three cents (\$0.53) per kilometer thereafter. Subsequent rate changes will take effect on January 31st of each year.

Employees will submit mileage or business-related claims on a monthly basis in accordance with the policies as provided by the Assistant Director, Finance. Claims that are submitted more than three months late, or that are submitted more than one month after the end of the calendar year will not be accepted.

- 17.2 The Employer shall provide any additional cost of passenger hazard insurance required to cover employee's cars. All drivers shall carry a minimum of One Million Dollars Public Liability and Property Damage Insurance.
- 17.3 Part-time employees, when required to provide a car as a condition of their employment, shall receive an allowance in cents per kilometre as set out in Subsection 17.1.
- 17.4 The Employer, in its sole discretion, reserves the right to require rental/share car usage versus paying a mileage allowance as may be defined by policy.
- 17.5 Mileage for employees under Hybrid Work arrangement, or otherwise permitted to work remotely, to a point of call other than the employee's normal place of work at the start or end of their work day (designated office location) shall be paid from either:
- a) The employee's home to the point of call; or
 - b) The employee's main designated office location; Whichever is the lesser distance.

Mileage driven from the employee's home to the designated normal work location at the start or end of their work day will not be paid as work mileage.

ARTICLE 18 – PREGNANCY/PARENTAL LEAVE

- 18.1 The Employer will grant pregnancy and parental leaves in accordance with the provisions of the Employment Standards Act.
- 18.2 Employees wishing to take pregnancy or parental leave shall apply in writing, as far in advance as possible, but no later than one (1) month before the date of leave is to begin, unless circumstances beyond the control of the employee are involved, stating the start and end dates of the pregnancy and parental leaves. The request shall be accompanied by a

certificate from the employee's attending physician attesting to the pregnancy and indicating the probable date of delivery.

- 18.3 The employee may cease work at any time during the pregnancy, upon recommendation of the employee's attending physician. If, prior to four (4) weeks before the estimated date of delivery or the date requested by the employee for commencement of their pregnancy leave, whichever is earlier, an employee becomes ill as a result of complications arising out of a pregnancy, Article 13.5 and LTD provisions shall apply. If the employee stops working due to complications caused by the pregnancy or because the birth takes place earlier than the due date, the employee shall give notice of when the leave began within two weeks of stopping work.
- 18.4 The Employer agrees to implement a supplementary employment benefit (SEB) plan. An employee who qualifies for pregnancy or parental leave, as set out above, will be eligible to receive SEB benefits during the leave if they have applied for and are in receipt of Employment Insurance Benefits. The SEB benefits for which an employee may be eligible include:
- (a) A supplemental employment insurance benefit equal to eighty percent (80%) of the employee's normal basic earnings for the mandatory employment insurance waiting period stipulated in the *Employment Insurance Act*; and
 - (b) A supplemental employment insurance benefit equivalent to the difference between eighty percent (80%) of the employee's regular weekly earnings and the earnings of the employee's weekly rate of employment insurance benefits and any other earnings, for a maximum of sixteen (16) weeks of pregnancy/parental leave.

Such payments shall be contingent upon the employee providing proof that they are eligible for, or in receipt of, Employment Insurance pregnancy or parental leave benefits during the period of payment. Regularly weekly earnings for full-time employees shall be based on employee's salary on the last day worked prior to the commencement of the leave. Regular weekly earnings for part-time or casual employees who take pregnancy or parental leave will be based on the insurable earnings paid in the twenty-eight (28) weeks immediately preceding the pregnancy or parental leave.

Employees have no vested rights to payments under the Plan except to payments during a period of unemployment specified in the Plan. The payment of SEB benefits will not reduce or increase the employee's entitlement to other remuneration or benefits related to their employment, such as paid vacation time, paid sick time, pension contributions, or severance pay.

- 18.5 When the employee returns to work from the authorized leave(s), they shall be entitled to return to the position most recently held if it still exists, or to a comparable position and wage rate, if it does not.
- 18.6 Where it is not possible for an employee on pregnancy or parental leave to return to work at the end of the approved leave for health reasons, they must produce a certificate from the employee's attending physician in order to qualify for sick leave consideration.
- 18.7 In cases where an employee's absence qualifies as either pregnancy or parental leave, credit for service for the purpose of vacation, sick leave, seniority and for the purpose of

salary increment and for any other benefit under the Collective Agreement or otherwise, shall continue to accumulate during the leave. The Employer will continue to provide its share of group insurance benefits in accordance with Article 13 to employees on pregnancy or parental leave during such leave.

- 18.8 A parent includes the natural mother or father of the child, a person with whom a child is placed for adoption and a person who is in a relationship with the parent of a child and who intends to treat the child as their own.
- 18.9 Notwithstanding Article 7.1 (d), should an employee elect to extend their absence from work to care for their child(ren) on a full time basis, the Employer may extend the temporary assignment of the temporary employee.
- 18.10 Effective the 1st of the month following ratification, an employee who begins pregnancy/parental leave will receive pro-rated vacation credits based on paid time (including SEB payments) for the year the employee goes on pregnancy/parental leave and will receive unpaid vacation time relating to the unpaid portion of their leave.

ARTICLE 19 – GENERAL LEAVE OF ABSENCE

- 19.1 An employee may make application to the Employer for leave of absence without pay for personal reasons that fall outside the statutory leaves prescribed by the Employment Standards Act, 2000 for a maximum of twelve (12) months. Such requests shall be in writing as far in advance as possible and/or as soon as practically possible, and shall include the reason for the request, and the start and end dates of the leave. If approved by the Employer, the employee's seniority shall cease to accrue after the first thirty (30) days of the leave. An employee's vacation entitlement shall be proportionately reduced for periods of unpaid leaves which exceed thirty (30) cumulative days. If the application for an unpaid leave of absence is denied, the employee shall be given the reason in writing.

ARTICLE 20 – BEREAVEMENT LEAVE

- 20.1 For the purposes of supporting staff during a period of grieving, the Employer will provide paid bereavement leave in accordance with this article.

A staff member may request that part of their bereavement leave be taken at a later time in order to attend a delayed funeral, memorial service or interment. Otherwise, the time off will be taken within a reasonable time of the employee becoming informed of the death.

Two members of the Union shall be given time off with pay to attend funerals of Health Unit employees.

In the case of a death in the immediate family of an employee, namely: spouse, child, step-child, daughter-in-law, son-in-law, grandchild, mother, step-mother, father, step-father, sister, step-sister, brother or step-brother, an employee shall be permitted to be absent for not more than five (5) days with pay.

In the case of the death of a mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother or grandfather, an employee shall be permitted to be absent for not more than three (3) working days with pay including the day of the funeral.

For a relationship beyond that, such as uncles, aunts, cousins, nephews, nieces, grandparent-in-law the employee shall be permitted to be absent from work one (1) day with pay. The family members listed shall include the relatives of the employee's spouse.

- 20.2 Where special circumstances arise, the time limits in this section may be extended by up to two (2) days at the discretion of the Director.
- 20.3 In the case of a casual, part-time, or school year employee, the days off will be granted as above, but the employee will only receive pay for the corresponding days of work scheduled prior to learning of the death of the relative. In the case of a temporary employee, the days off will be granted as above, without pay.
- 20.4 Upon request, the employee shall provide confirmation, satisfactory to the Employer, of the employee's entitlement to a paid leave set out in this Article.

ARTICLE 21 – JURY DUTY

- 21.1 An employee who is summoned to serve as a juror or who is required by writ or subpoena to appear in Court of Coroner's inquest as a witness, will be paid the regular rate for the time the employee is required to be in court or coroner's inquest, provided the employee presents to the Employer, the process which required the employee's presence in court or coroner's inquest and pays over to the Employer the amount received by the employee as such juror or witness.

ARTICLE 22 – BREAK PERIODS

- 22.1 An employee shall be entitled to a fifteen (15) minute break period in the morning and in the afternoon or in each half of each shift, as the case may be.

ARTICLE 23 – MISCELLANEOUS

- 23.1 As of January 1, 2015, salaries for Public Health Inspectors, Dental Hygienists, Dental Assistants, Family Home Visitors, and Public Health Dietitians, and as of April 1, 2017, salaries for VBD Field Technician and Vector Borne Diseases Coordinator, and as of April 1, 2022, salaries for Clinical Team Assistants have been adjusted to compensate for safety equipment and clothing required by the employee. This is in lieu of a designated clothing allowance.
- 23.2 If an electronic device, such as a cell phone, is required for business use, it will be provided to the employee at the Employer's cost, and all reasonable work related costs will be paid by the Employer. All use of electronic devices provided by the Employer will comply with Employer policy.

ARTICLE 24 – UNION CONFERENCE

- 24.1 Two members of the Union elected or appointed to represent the Union at a conference, convention or other Union business may, with approval of the Manager, Human Resources, be granted sufficient absence with pay to attend such conventions conferences or other Union business. The names of the representatives and one other alternate shall be submitted to the Manager, Human Resources three (3) weeks in advance and if the representative is unable to attend, due to personal reasons, the alternate shall be allowed to go.
- 24.2 Union membership appointed or elected to a full-time position by the Union may be granted a six (6) month leave of absence without pay; the said member to be permitted to maintain medical/hospital provisions by direct payment to the Employer for such premiums as may apply.

ARTICLE 25 – EDUCATION COURSES

- 25.1 The Employer shall pay the cost of a work-related academic or technical course, work-related convention or seminar approved by the applicable Director and/or designate. If an employee's application for approval is denied, the employee shall be given the reason in writing. If the staff member leaves the employment of Middlesex- London Health Unit within three years of completing the course, they must repay the amount provided, on a proportionate basis.
- 25.2 (a) An employee may apply for time off work for attendance at a University or Technological Institute to take a work-related course of instruction. The application shall be made to the applicable Director and shall contain:
- (i) a course outline;
 - (ii) a clear description of how the course completion will benefit the Employer;
 - (iii) an indication of how time will be made up without hindering the delivery of service by the Employer. Such time not to be made up on Saturday, Sundays or Holidays.
- (b) The decision of the Director shall be final.
- (c) Where a Director approves the time off from work and the employee is unable to make up the time as arranged in Article 25.2(a)(iii) and further mutual arrangements cannot be made, the employee will return to work on their regular schedule.

ARTICLE 26 – NEGOTIATIONS

- 26.1 Either party desiring to propose changes or amendments to this Agreement shall within a period of ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. Within fifteen (15) working days of receipt of such notice by one (1) party, the other party is required to enter into negotiations for a renewal or a revision to the Agreement, and both parties shall thereupon enter such

negotiations in good faith and make every reasonable effort to consummate a revised or new Agreement. The Agreement will be printed in a Union Shop and bear the appropriate Union labels. Fifty percent (50%) of any cost to be paid by the Union and Fifty percent (50%) by the Employer.

ARTICLE 27 – RIGHTS NOT SPECIFICALLY MENTIONED

- 27.1 Any rights of management which are not specifically mentioned in this Agreement and which are not contrary to its intention, shall continue in full force and effect for the duration of this contract.
- 27.2 Any rights of the Union which are not specifically mentioned in this Agreement and which are not contrary to its intention, shall continue in full force and effect for the duration of this contract.

ARTICLE 28 – LAYOFF

- 28.1 In the event of a layoff of longer than ninety (90) days duration, employees shall be laid off in reverse order of bargaining unit wide seniority giving due consideration to the effects of individual programs. Recall shall be in order of seniority, however, employment shall be considered to be terminated if such layoff extends beyond one year.

Notice of recall shall be by Registered Letter sent to the last recorded address with the Employer.

- 28.2 The Employer shall notify employees who are to be laid off fifteen (15) working days before the layoff is to be effective. If the employee to be laid off has not had the opportunity to work ten (10) full days after notice of layoff; they shall be paid in lieu of work for that part of ten (10) days during which work was not made available.
- 28.3 During layoff, an employee does not earn paid vacation or sick leave credits.
- 28.4 The Employer shall pay their part of premiums of the group Medical and Insurance Plans as provided in Article 13 for employees laid off for periods of ninety (90) days or less.
- 28.5 An employee who receives notice of layoff may, by notice in writing, within (six (6) working days to the Director, Corporate Services and/or designate, “bump” (displace) a less senior employee who occupies a position of equal or lower classification, provided that the employee has the necessary skill, ability and qualifications to perform the duties involved. No trial or training period shall be allowable on a “bump” but it is understood that any assessment shall be done in good faith and on a reasonable basis. A “bumped” (displaced) employee shall be given notice of layoff and shall have the right to “bump” another employee on these same terms.

Casual or temporary staff are not entitled to bump.

Full-time School Year employees cannot displace full-time employees. Part-time employees cannot displace full-time or full-time School Year employees. Part-time School Year employees cannot displace full-time, full-time School Year, or part-time employees.

- 28.6 Employees who are laid off will be retained on the seniority list for a period of twelve (12) months. If, during that period, they are recalled to work, they must signify their intention to do so within five (5) days (excluding Saturdays, Sundays and paid holidays) of the date of the notice of recall, and shall, in fact, return to work within a further five (5) days, or they shall forfeit their claim of employment and be deemed to have terminated their services. Notice of recall shall be given by the Employer by registered mail to their last address on record with the Human Resources Division. The delivery date record of the post office will be the determining date with respect to giving notice of intention to comply with the recall request noting that no more than two weeks are to be allowed for receiving registered mail calculated from the date on which such letter is sent.
- 28.7 An Employee who has completed their probationary period and is laid off for longer than ninety (90) days, may continue to participate in the group insurance supplemental health and dental plans available to the employee for a period of up to twelve (12) months, provided that the employee pays to the Employer, the full premium cost (100%) of such participation.
- 28.8 An employee who is recalled will be reinstated in the hospital insurance and medical plans immediately upon return to work. The premiums for all of the plans will be paid effective the first day back at work as if the employee has not been on lay off. Premiums, which were paid in advance by the employee, will be recalculated so that the Employer will pay, on a pro-rata basis, for the period in the month during which the employee paid the full premium. The employee will be refunded the difference arising from the recalculation.
- 28.9 An employee recalled to work in a different classification from which they were laid off shall have the privilege of transferring to the position they held prior to the layoff should it become vacant within six (6) months of being recalled, without the position being posted.

When a temporary or probationary employee is returned to work in their former position after a layoff of not more than ninety (90) calendar days, they shall be paid at a rate not less than the rate they were receiving prior to layoff.

ARTICLE 29 – WORKERS' COMPENSATION

- 29.1 When an employee is absent as a result of an accident while at work with the Employer that is recognized by the Workplace Safety and Insurance Act as compensable within the terms of the Act, the employee shall receive from the Employer the difference between the amount paid by the Workplace Safety and Insurance Board and the employee's regular salary or the maximum allowance of the Workplace Safety and Insurance Board, whichever is the lesser amount and such payments shall continue for no more than twelve (12) months sick leave which may be extended on the approval of the Employer. The amounts paid to the employee pursuant to this provision shall be set off by deductions from the employee's accumulated sick leave credits.

ARTICLE 30 – STRIKES OR LOCKOUTS

- 30.1 In the event persons who are not covered by this Agreement engage in a lawful strike or are locked out by the Employer, members who are covered by this Agreement shall not be required to perform work normally done by the people who are on strike or locked out.

ARTICLE 31 – PRE-PAID LEAVE PLAN

The Employer agrees to introduce a pre-paid leave program, funded solely by the employee, subject to the following terms and conditions:

- 31.1 The Plan is available to employees wishing to spread four (4) year's salary over a five (5) year period, in accordance with Part LXVIII of the Income Tax Regulations, section 6801, to enable them to take a one (1) year leave of absence following the four (4) years of salary deferral.
- 31.2 The employee must make written application to the applicable Director and the Director, Corporate Services and/or designate at least four (4) months prior to the intended commencement date of the program (i.e., the salary deferral portion), stating the intended purpose of the leave.
- 31.3 The number of employees that may be absent at any one time shall be two (2). The year for purposes of the program shall be September 1 of one year to August 31 the following year or such other twelve (12) month period as may be agreed upon by the employee and the Employer.
- 31.4 Written applications will be reviewed by the applicable Director and the Director, Corporate Services and/or designate. Leaves requested for the purpose of pursuing further formal education relevant to public health practice will be given priority. Applications for leaves requested for other purposes will be given the next level of priority on the basis of seniority. The Director, Corporate Services and/or designate shall reply to the request(s) at least three (3) months prior to the intended commencement date of the program.
- 31.5 During the four (4) years of salary deferral, 20% of the employee's gross annual earnings will be deducted and held for the employee and will not be accessible to them until the year of the leave or upon withdrawal from the Plan.
- 31.6 The manner in which the deferred salary is held shall be at the discretion of the Employer. The employee will be given a statement every year of the amount of the accrued interest.
- 31.7 All deferred salary, plus accrued interest, shall be paid to the employee at the commencement of the leave or in accordance with such other payment schedule as may be agreed upon between the Employer and the employee.
- 31.8 All benefits shall be kept whole during the four (4) years of salary deferral. During the year of the leave seniority will accumulate in accordance with Article 8.1(a). Service for the purpose of vacation and salary progression and other benefits will be retained but will not accumulate during the period of leave. The employee shall become responsible for the full payment of premiums for any group insurance benefits in which the employee is participating.
- 31.9 An employee may withdraw from the Plan at any time during the deferral portion provided three (3) months' notice is given the Administrator. Deferred salary, plus accrued interest, will be returned to the employee, within a reasonable period of time.

- 31.10 If the employee terminates employment, the deferred salary held by the Employer plus accrued interest, will be returned to the employee within a reasonable period of time. In case of the employee's death, the funds will be paid to the employee's estate.
- 31.11 The Employer will endeavour to find a temporary replacement for the employee as far in advance as practicable. If the Health Unit is unable to find a suitable replacement, it may postpone the leave. The Health Unit will give the employee as much notice as is reasonably possible. The employee will have the option of remaining in the Plan and rearranging the leave at a mutually agreeable time or of withdrawing from the Plan and having the deferred salary, plus accrued interest, if any, paid out to them within a reasonable period of time.
- 31.12 The employee shall give ninety (90) days' notice of intent to return.
- 31.13 The employee will be reinstated to their former position unless the position has been discontinued, in which case the employee shall be given a comparable job.
- 31.14 Final approval for entry into the pre-paid leave program will be subject to the employee entering into a formal agreement with the Employer in order to authorize the Employer to make the appropriate deductions from the employee's pay. Such agreement will include:
- (a) A statement that the employee is entering the pre-paid leave program in accordance with Article 31 of the Collective Agreement.
 - (b) The period of salary deferral and the period for which the leave is requested.
 - (c) The manner in which the deferred salary is to be held.

The letter of application from the employee to the Employer to enter the pre-paid leave program will be appended to and form part of the written agreement. Employees granted approval will commit to returning to employment after the period of salary deferral for a time period equivalent to the duration of the prepaid leave.

ARTICLE 32 – EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

- 32.1 The Employer will pay the basic program costs for an Employee and Family Assistance Program (EFAP) providing confidential counselling services to employees in need. The Union will designate two members to sit on an EFAP Committee which will also include representatives of other employee groups. The Committee will promote the EFAP, assess its effectiveness, and report annually to the Director, Corporate Services.

ARTICLE 33 – DURATION OF AGREEMENT

- 33.1 The Agreement shall be and remain in effect from April 1, 2022 to March 31, 2025 inclusive.
- 33.2 Changes in and amendments to this Agreement may be made after the first year as agreed upon by the parties hereto. Any request by either party for a change or amendment shall be made in writing to the other party and such other party shall within


thirty (30) days, notify the party requesting the change or amendment of its decision with respect to the request.

IN WITNESS WHEREOF the parties hereto have hereunto caused to be affixed their respective corporate seals, attested by the hands of their respective proper officers.


Signed electronically on August 8th, 2022

For the Middlesex-London Health Unit






Cynthia Bos (Aug 8, 2022 17:27 EDT)



Maureen MacCormick (Aug 26, 2022 06:28 EDT)



Shaya Dhinsa (Aug 8, 2022 17:00 EDT)


For the Canadian Union of Public Employees Local 101


Steven Holland (Aug 8, 2022 15:38 EDT)


Lidia Montz (Aug 8, 2022 09:33 EDT)


Laurie Young (Aug 21, 2022 16:32 EDT)


Lori Mercer (Aug 8, 2022 22:07 EDT)


Heather Thomas (Aug 8, 2022 15:36 EDT)


Andrew Moulton (Aug 11, 2022 13:36 EDT)



**SCHEDULE A
CUPE SALARY GRID***

April 1, 2022

		Step 1	Step 2	Step 3	Step 4	Step 5
<i>Position Titles</i>	Band	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>	<i>4 Years</i>
Office Assistant	1	34,911	37,093	39,275	41,457	43,639
	2	38,796	41,221	43,646	46,071	48,496
Accounting & Administrative Assistant, Program Assistant 3	3	42,683	45,350	48,018	50,686	53,353
	3A	42,882	45,550	48,217	50,885	53,553
tykeTALK Coordinator, End User Support Analyst, Receiving and Operations Coordinator	4	46,568	49,478	52,389	55,299	58,209
Family Home Visitor, Dental Assistant, Clinical Team Assistant**	4A	46,767	49,677	52,588	55,498	58,409
Administrative Assistant to the Director, Corporate Trainer, IT Desktop/Applications Analyst, IT Network/Telecommunications Analyst, Online Communications Coordinator, Marketing Coordinator	5	50,453	53,606	56,760	59,913	63,066
	5A	50,652	53,806	56,959	60,113	63,266
Data Analyst, Tobacco Enforcement Officer	6	54,339	57,735	61,131	64,527	67,924
VBD Field Technician**	6A	54,538	57,934	61,330	64,726	68,123
Librarian, Health Promoter, Marketing Coordinator#, Youth Development Specialist, Outreach Worker	7	58,317	61,956	65,595	69,234	72,873
	7A	58,424	62,062	65,701	69,341	72,980
Program Evaluator, Software Development Analyst#	8	62,110	65,992	69,874	73,756	77,638
Public Health Dietitian, Vector Borne Diseases Coordinator**	8A	62,309	66,191	70,073	73,955	77,837
	9	65,996	70,120	74,245	78,370	82,494
Public Health Inspector**	9A	66,195	70,319	74,444	78,569	82,694

* Salaries are rounded up from the four decimal places used for payroll purposes.

Subject to Job Evaluation at time of ratification

**As of January 1, 2015, salaries for Dental Assistants, Family Home Visitors, Dental Hygienists, Public Health Dietitians, and Public Health Inspectors, and as of April 1, 2017 salaries for VBD Field Technician and Vector Borne Diseases Coordinator, and as of April 1, 2022 salaries for Clinical Team Assistant have been adjusted to compensate for safety equipment and clothing required by the employee in lieu of a designated clothing allowance.

**SCHEDULE A
CUPE SALARY GRID***

April 1, 2023

		Step 1	Step 2	Step 3	Step 4	Step 5
<i>Position Titles</i>	Band	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>	<i>4 Years</i>
Office Assistant	1	35,609	37,835	40,060	42,286	44,511
	2	39,572	42,046	44,519	46,992	49,465
Accounting & Administrative Assistant, Program Assistant 3	3	43,536	46,257	48,979	51,699	54,421
	3A	43,739	46,460	49,182	51,903	54,624
tykeTALK Coordinator, End User Support Analyst, Receiving and Operations Coordinator	4	47,499	50,468	53,436	56,405	59,374
Family Home Visitor, Dental Assistant, Clinical Team Assistant**	4A	47,702	50,671	53,640	56,608	59,577
Administrative Assistant to the Director, Corporate Trainer, IT Desktop/Applications Analyst, IT Network/Telecommunications Analyst, Online Communications Coordinator, Marketing Coordinator	5	51,462	54,679	57,895	61,111	64,328
	5A	51,665	54,882	58,098	61,315	64,531
Data Analyst, Tobacco Enforcement Officer	6	55,425	58,890	62,354	65,818	69,282
VBD Field Technician**	6A	55,629	59,093	62,557	66,021	69,485
Librarian, Health Promoter, Marketing Coordinator#, Youth Development Specialist, Outreach Worker	7	59,483	63,195	66,907	70,619	74,331
Dental Hygienist**	7A	59,592	63,304	67,015	70,728	74,439
Program Evaluator, Software Development Analyst#	8	63,352	67,312	71,271	75,231	79,190
Public Health Dietitian, Vector Borne Diseases Coordinator**	8A	63,555	67,515	71,474	75,434	79,393
	9	67,315	71,523	75,730	79,937	84,144
Public Health Inspector**	9A	67,519	71,726	75,933	80,140	84,347

* Salaries are rounded up from the four decimal places used for payroll purposes.

Subject to Job Evaluation at time of ratification

**As of January 1, 2015, salaries for Dental Assistants, Family Home Visitors, Dental Hygienists, Public Health Dietitians, and Public Health Inspectors, and as of April 1, 2017 salaries for VBD Field Technician and Vector Borne Diseases Coordinator, and as of April 1, 2022 salaries for Clinical Team Assistant have been adjusted to compensate for safety equipment and clothing required by the employee in lieu of a designated clothing allowance.

**SCHEDULE A
CUPE SALARY GRID***

April 1, 2024

		Step 1	Step 2	Step 3	Step 4	Step 5
<i>Position Titles</i>	Band	<i>Start</i>	<i>1 Year</i>	<i>2 Years</i>	<i>3 Years</i>	<i>4 Years</i>
Office Assistant	1	36,321	38,591	40,861	43,132	45,401
	2	40,364	42,887	45,409	47,932	50,455
Accounting & Administrative Assistant, Program Assistant 3	3	44,407	47,183	49,958	52,733	55,509
	3A	44,614	47,390	50,165	52,941	55,716
tykeTALK Coordinator, End User Support Analyst, Receiving and Operations Coordinator	4	48,449	51,477	54,505	57,533	60,561
Family Home Visitor, Dental Assistant, Clinical Team Assistant **	4A	48,656	51,684	54,712	57,740	60,768
Administrative Assistant to the Director, Corporate Trainer, IT Desktop/Applications Analyst, IT Network/Telecommunications Analyst, Online Communications Coordinator, Marketing Coordinator	5	52,491	55,772	59,053	62,334	65,614
	5A	52,699	55,980	59,260	62,541	65,821
Data Analyst, Tobacco Enforcement Officer	6	56,534	60,067	63,601	67,134	70,668
VBD Field Technician**	6A	56,741	60,275	63,808	67,341	70,875
Librarian, Health Promoter, Marketing Coordinator#, Youth Development Specialist, Outreach Worker	7	60,673	64,459	68,245	72,031	75,817
Dental Hygienist**	7A	60,784	64,570	68,355	72,142	75,928
Program Evaluator, Software Development Analyst#	8	64,619	68,658	72,697	76,735	80,774
Public Health Dietitian, Vector Borne Diseases Coordinator**	8A	64,826	68,865	72,904	76,943	80,981
	9	68,662	72,953	77,244	81,536	85,827
Public Health Inspector**	9A	68,869	73,160	77,452	81,743	86,034

* Salaries are rounded up from the four decimal places used for payroll purposes.

Subject to Job Evaluation at time of ratification

**As of January 1, 2015, salaries for Dental Assistants, Family Home Visitors, Dental Hygienists, Public Health Dietitians, and Public Health Inspectors, and as of April 1, 2017 salaries for VBD Field Technician and Vector Borne Diseases Coordinator, and as of April 1, 2022 salaries for Clinical Team Assistant have been adjusted to compensate for safety equipment and clothing required by the employee in lieu of a designated clothing allowance.

SCHEDULE B – JOB EVALUATION MAINTENANCE PROCEDURES

The following procedures apply to ensure that all new or changed positions are evaluated and included in the salary grid for Job Evaluation and Pay Equity maintenance.

All positions within the bargaining unit as of August 2005 were evaluated in early 2006. A new salary grid structure with nine bands was negotiated in January 2007.

INDEX:

- A. Definitions
- B. New Jobs / Positions
- C. Changed Jobs
- D. Joint Job Evaluation Maintenance Committee (JJEMC)
- E. Settlement of Disagreements

A. DEFINITIONS:

JOB EVALUATION – a process of ranking jobs based upon the skill, effort, responsibilities and working conditions of a job or position's duties as assigned by the Employer.

POSITION – defined duties and responsibilities that describe the range of work to be performed either wholly or in part by individuals holding the position. The duties and responsibilities are summarized in a Position Description, each of which has a Position Title. All Position Titles will appear on the salary grid in Schedule A.

JOB – the duties and responsibilities within a Position Description, assigned to an individual. A descriptive name may be used informally to distinguish one job from another where both are described by the same Position Description

SALARY BAND – a collection of Positions that have been evaluated by a point factor system to have a total score within the established range for that band

SUBSTANTIAL CHANGE TO A POSITION – may include but is not limited to:

- the addition of duties different in nature from those described in the position description;
- a change that could affect the skill, effort, responsibility or working conditions of a position

A substantial change does not necessarily result in a change in evaluation.

Substantial change does not include:

- temporary assumption of duties of another position for staff development or training purposes or to temporarily replace another employee;
- volunteering to serve on committees;
- being required to use new or updated software used to perform the existing duties of a position;
- providing new or additional examples to illustrate the responsibilities of the position;
- a change in the performance standards for a position;
- duties assumed as a result of an emergency; and/or,
- applying new processes or procedures to produce the same or similar work.

RED-CIRCLING – occurs when the pay rate of an employee is frozen at its current rate until such time wage rates for the band at which the job has been evaluated salary grid exceed the employee's pay rate.

B. JOB EVALUATION PROCEDURES FOR NEW JOBS/POSITIONS

When the Employer establishes a new job/position that is to be posted under Article 7.2, the following procedures shall apply:

1. When the Health Unit establishes a new job, a Position Description (PD) will be provided. The Employer will draft a Job Analysis Questionnaire (JAQ) for the new job/position.
2. The Employer will submit the PD and draft JAQ to the co-chairs of the Joint Job Evaluation Maintenance Committee (JJEMC), who shall meet and establish a temporary pay level for the new job/position based on the PD and draft JAQ provided by the Employer.
3. The new job/position shall be posted and the posting will indicate that the rate of pay is subject to final evaluation by the JJEMC. The posting of the new position shall not be delayed by the requirement that the *co-chairs of the JJEMC* meet to establish the temporary pay rate.
4. Any employee(s) appointed to the new job shall receive a copy of the Position Description and draft JAQ. The employee(s) will be paid at the temporary rate of pay set by the co-chairs of the JJEMC until the final evaluation is completed by the JJEMC.
5. After the new job/position has been continuously occupied by the same employee(s) (ie. the incumbents) for nine (9) months, a Job Analysis Questionnaire (JAQ) will be completed by the incumbent(s) and the Manager/Director, with the assistance of the co-chairs of the JJEMC, and with reference to the Position Description and draft JAQ. Changes to the draft JAQ and PD will be noted clearly and if there are any differing opinions about aspects of the job, those will be resolved by the CEO or designate. The JAQ shall be signed by the incumbent(s) and the Employer, including the CEO or designate. These documents will then be submitted to the JJEMC to complete the final evaluation of the job/position.
6. When the JJEMC has completed the final rating of the new job/position, it will provide the Employer and the incumbent(s) with a copy of the final rating results. If necessary, the Position Description will be revised to reflect the final evaluation and copies will be provided to the incumbent(s) and the JJEMC.
7. If either the incumbent(s) or the Manager/Director believe that the final evaluation results are not consistent with the job/position's skill, knowledge, effort and working conditions, the incumbent(s) and the Manager/Director shall complete a Final Review Request Form and submit it to the JJEMC co-chairs within three weeks of receipt of notification of the job evaluation results. The JJEMC will meet to consider the request and decide whether to re-open the evaluation. The JJEMC will inform the incumbent(s) and the Employer of its decision in writing.
8. If the pay level increases as a result of the final rating of the job, such increase shall be paid to each incumbent(s) effective the date of their appointment to the job, not to exceed twelve months should job evaluation be delayed. In the event that the pay rate of the

job/position decreases as the result of this final rating, the pay rate for the incumbent(s) shall be red-circled until it is within the salary band for the position.

C. JOB EVALUATION PROCEDURE FOR CHANGED JOBS

When the Employer makes substantial changes to the duties and responsibilities of a job or Position Description, or when the incumbent(s)/Union feels that the duties and responsibilities of a job have been changed substantially, the following procedures shall be followed:

- 1) The incumbent(s) may request a Reconsideration Form noting changes to the position. The Employer and incumbent(s) shall meet to review the existing Job Analysis Questionnaire(s), rating sheet(s) and Position Description.
- 2) If the Employer confirms that changed duties and responsibilities identified by the incumbent(s)/Union are not a required part of the Position Description, the Employer may direct the incumbent(s) to immediately cease performing the changed duties and responsibilities. The duties identified will still be submitted to the JJEMC for consideration. If the job is evaluated at a higher rate on the salary grid, the incumbent(s)'s pay will be adjusted in accordance with 4(b). The higher rate will only be effective to the date the Employer directs the incumbent(s) not to perform the duties.
- 3) If the Employer confirms that duties and responsibilities not previously described are a required part of the job and fall outside the Position Description, the Reconsideration Form shall be completed and signed by the incumbent(s) and the Employer, including the CEO or designate. The Reconsideration Form will comment only on those aspects of the job identified as having been added, removed or changed.
- 4) The completed Reconsideration Form shall be submitted to the JJEMC for consideration along with the original JAQ and Position Description. When the Committee has completed the reconsideration of the rating of the job; it will provide the Employer and the incumbent(s) with a copy of the results. The decision will not be subject to further reconsideration for at least twelve months.
 - a) If the job remains within the Position Description and consequently is at the same band on the salary grid as a result of the reconsideration, the Employer will update the Position Description and the JAQ to include the changes. Copies will be given to the incumbent(s) and to the JJEMC for their files.
 - b) If the job is evaluated at a higher band on the salary grid,
 - i) the pay rates for the incumbent(s) will be adjusted retroactively back to the date that the Reconsideration Form was signed by the incumbent(s) and given to the Employer. The incumbent(s)'s rate of pay shall remain on the same step on the grid. As necessary, the Employer will update the JAQ and the Position Description, or create a new Position Description. Copies will be given to the incumbent(s) and to the JJEMC for their files.

D. THE JOINT JOB EVALUATION MAINTENANCE COMMITTEE (JJEMC)

1. The JJEMC shall have equal representation and participation from the parties, consisting of 3 representatives plus one alternate from the Employer and 3 representatives plus one alternate from the local Union.
2. The Employer and the Union shall each designate one of its representatives to act as Co-chair person. The Co-chairpersons are responsible for:
 - a) The chairing of Committee meetings;
 - b) The scheduling of regular Committee meetings and ensuring that members have notified their supervisors and confirmed their availability to ensure a quorum;
 - c) Establishing the priority of matters to be acted upon by the Committee.
 - d) Conducting the interim evaluation of new positions to establish a temporary pay rate.
3. Each party may appoint alternate representatives to serve as replacements for absent members. Alternate members shall have the right to vote only when replacing a regular Committee member who is absent.
4. A Committee member shall be excused from rating their own job, the position of a direct subordinate, or any position where the rating of that job may place them in a conflict of interest situation.
5. The Employer will provide administrative support services to the Committee. The person performing these functions will be a non-voting member of the Committee. These services shall be under the direction of the Co-chairs and shall include:
 - a) The distribution of all Committee correspondence to the Committee Co-chairpersons;
 - b) The preparation and distribution of meeting agendas prior to the meeting;
 - c) The preparation and distribution of minutes;
 - d) The preparation and distribution of Committee documents, including individual rating sheets for each job;
 - e) The maintenance of Committee files.
6. The Committee shall meet as necessary at a mutually agreed upon time and place. Either party may call a meeting by giving notice and this meeting shall take place within seven (7) working days of the notice to the other party's Co-chairperson.
7. Routine business decisions of the Committee shall be made by a simple majority. Job rating decisions shall require a consensus decision of the full Committee and shall be final and binding on the parties, subject to the appeal process. Until the JJEMC has communicated its decision to the parties involved, the business of the Committee shall be held confidential.

8. Where the JJEMC feels that further information is required in addition to the JAQs and PDs, the JJEMC may interview the incumbent(s) and the Employer.
9. The JJEMC shall ensure that the rating sheet clearly provides substantiating data to support the rating.
10. Either party to the Agreement may engage advisors to assist its representatives on the JJEMC. Any such advisor shall be entitled to voice but not to vote and shall not be considered to be a member of the Committee.

E. SETTLEMENT OF DISAGREEMENTS

1. In the event the JJEMC is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation program, the Co-chairpersons of the Committee shall request, within ten (10) working days, that each party designate an advisor to meet with the Committee. The two (2) advisors shall meet with the Committee and attempt to assist the Committee in reaching a decision.

If, after meeting with the two (2) advisors appointed pursuant to Article 7.1, the Committee remains unable to agree upon the matter in dispute, the Co-chairpersons shall advise the Union and the Employer of this fact, in writing, within fifteen (15) working days.

2. In the event the JJEMC is unable to reach agreement on any matter relating to the interpretation, application or administration of the job evaluation process, Article 6.1(a) shall apply.

LETTER OF UNDERSTANDING
BETWEEN
MIDDLESEX-LONDON HEALTH UNIT

-and-

THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 101

RE: JOB SHARING

- A. The parties have agreed to participate in job sharing to allow employees greater flexibility in work arrangements than is currently provided in the Collective Agreement.
- (i) “Job Sharing” is defined as an arrangement whereby with the approval of the Director two employees are assigned to share the hours of work of what would otherwise be one full-time position. Generally, only employees who have worked as full-time or part-time employees for more than a year will be considered for job shares. Approval of job shares shall not be unreasonably denied. Employees wishing to job share will sign a tripartite job-sharing Agreement with the Employer and the Union.
 - (ii) Either the Union or the Employer may discontinue the job sharing arrangement with ninety (90) days’ notice. Upon receipt of such notice a meeting shall be held between the parties within fifteen (15) days to discuss the discontinuation of the job share arrangement and the re-assignment of the job sharers. It is understood and agreed that such discontinuance shall not be unreasonable or arbitrary. Upon such termination of a job share arrangement, the position will revert to a regular full-time position.
 - (iii) Where two full-time employees jointly request to job share, and the Employer agrees, the job share does not need to be posted. Where one full-time employee requests a job share, and the Director agrees, the job share will be posted, and selection will be made in accordance with the provisions of the Collective Agreement. If there is no successful applicant, then the Director’s approval will be rescinded.
 - (iv) Each job sharing arrangement will be on a “trial” period for three (3) months during which time the position previously held by the second job sharer will not be filled on a permanent basis. Thereafter the vacant position will be posted according to the Collective Agreement. Neither job sharer has the right to terminate the job share Agreement after the trial period. A job sharer may apply for other vacancies if circumstances change and the job sharer no longer wishes to be a job sharer.

If one of the job sharers leaves the arrangement, the remaining job sharer will be given the option to assume the position on a full-time basis. Otherwise, the job share will be posted. If there is no successful applicant

to the posting, the shared position must revert to a full-time position and the position must be posted in accordance with the Collective Agreement

- (v) There will be no more than five (5) job sharing arrangements. Nothing in this Letter of Understanding shall be interpreted to imply the creation of two (2) part-time positions out of the sharing of one full-time position.

B. The Union agrees to modify specific aspects of the Collective Agreement for the purpose of job share arrangements, with the understanding that the employees involved in job shares are entitled to all provisions of the Collective Agreement as provided for a regular full-time employee on a pro rata basis, except as herein amended.

HOURS OF WORK

Each employee involved in the job sharing program will work one half (1/2) the hours of a regular full-time employee. The manner and/or method of job sharing and distributing the hours involved must be in accordance with the job sharing program terms of reference and will be decided upon by the employees themselves and the applicable Director/Manager.


SALARIES AND BENEFITS


Each employee will be paid one half (1/2) the annual salary rate at which level the employee is presently being paid. A job sharer will not be entitled to overtime rates until the employee works in excess of seven (7) hours per day or on Sundays and holidays.


The Employer cost for the group insurance benefits and clothing allowance provided for the two (2) job sharers shall not exceed the Employer's cost for benefits for a full-time employee. Each job sharer is entitled have no more than 50% of the cost of group insurance premiums paid by the Employer.


Signed electronically on August 8th, 2022

For the Middlesex-London Health Unit




Cynthia Bos (Aug 8, 2022 17:27 EDT)


Maureen MacCormick (Aug 26, 2022 06:28 EDT)


Shaya Dhinsa (Aug 8, 2022 17:00 EDT)

For the Canadian Union of Public Employees Local 101



Steven Holland (Aug 8, 2022 15:38 EDT)


Lidia Moniz (Aug 7, 2022 09:33 EDT)


Laurie Young (Aug 21, 2022 16:32 EDT)


Lori Mercer (Aug 8, 2022 22:07 EDT)


Heather Thomas (Aug 8, 2022 15:36 EDT)


Andrew Moulton (Aug 11, 2022 13:36 EDT)



LETTER OF UNDERSTANDING
BETWEEN
THE MIDDLESEX-LONDON HEALTH UNIT
-and-
THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 101

RE: UNPAID VACATION FOR PART-TIME, SCHOOL YEAR, AND CASUAL EMPLOYEES

Whereas the Collective Agreement does not provide guidance on the matter of unpaid vacation time for part-time and casual employees, the parties agree as follows:

1. Part-time and school year employees shall be entitled to unpaid vacation time on a pro-rated basis equivalent to two work weeks in each calendar year. Part-time employees may request unpaid vacation time at any time during the calendar year. School year employees will use their unpaid vacation time during the school year.
2. Generally, school year employees will have time when they are not scheduled to work at Christmas and during the spring school break. Excluding statutory and office holidays, time off during these school breaks will be counted towards their unpaid vacation time, on a pro rated basis.
3. In addition to unpaid vacation, part-time and school year employees with less than ten (10) years of service may request up to one week's leave of absence without pay, and those with more than 10 and less than 20 years of service may request up to two week's leave of absence without pay, and those with more than 20 years of services may request up to three week's leave of absence without pay. These requests for leave of absence without pay may be made for time during summer school breaks when school year employees might otherwise be required to cover for other staff. Unpaid vacation time must be booked and approved before unpaid leave is requested.

Signed electronically on August 8th, 2022

For the Middlesex-London Health Unit




Cynthia Bos (Aug 8, 2022 17:27 EDT)

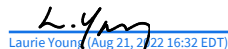

Maureen MacCormick (Aug 26, 2022 06:28 EDT)

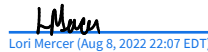

Shaya Dhinsa (Aug 8, 2022 17:00 EDT)


For the Canadian Union of Public Employees Local 101


Steven Holland (Aug 8, 2022 15:38 EDT)


Lidia Moritz (Aug 11, 2022 09:33 EDT)


Laurie Young (Aug 21, 2022 16:32 EDT)


Lori Mercer (Aug 8, 2022 22:07 EDT)


Heather Thomas (Aug 8, 2022 15:36 EDT)


Andrew Moulton (Aug 11, 2022 13:36 EDT)



LETTER OF UNDERSTANDING
BETWEEN
THE MIDDLESEX-LONDON HEALTH UNIT
-and-
THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 101

RE: SENIORITY - SAME HIRE DATE


Whereas seniority rights are based on the hire date and new employees may be hired to start employment on the same calendar day,


The parties hereby acknowledge and agree that the Employer will establish sub-seniority between employees with the same hire date, “affected employees”, in accordance with the following:


1. For the duration of the Collective Agreement, those employees who start their employment with the Employer on the same date will have their sub-seniority clarified by following this procedure:
 - a. All employees hired on or after December 1, 2012 will participate in a draw on within the first three (3) months of their employment to establish sub-seniority. The draw will be overseen by a member of Human Resources and a CUPE representative.
 - b. The employee whose name is drawn first will have first sub-seniority over other employees with the same hire date, and so forth.
 - c. All employees participating in the draw will sign a memo indicating their agreement with the process and their sub-seniority date.
2. This letter of understanding does not apply to the Family Home Visitors hired prior to 2000, for whom seniority was determined by a different start time on the same hire date.


Signed electronically on August 8th, 2022

For the Middlesex-London Health Unit





Cynthia Bos (Aug 8, 2022 17:27 EDT)



Maureen MacCormick (Aug 26, 2022 06:28 EDT)


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Andrew Moulton (Aug 11, 2022 13:36 EDT)



Stephen

LETTER OF UNDERSTANDING
BETWEEN
THE MIDDLESEX-LONDON HEALTH UNIT
-and-
THE CANADIAN UNION OF PUBLIC EMPLOYEES – LOCAL 101

RE: CLOSING THE EMPLOYER’S OFFICES BETWEEN DECEMBER 25TH AND JANUARY 1ST

Without prejudice or precedent

The parties agree that the Employer’s offices between December 25th and January 1st will be closed each of the years of this agreement. Both parties recognize this initiative will require certain roles to remain either on-call or actively at work in order to provide essential services. In the event that a public health emergency is declared the office will remain open and staff may be called back to work. The Employer will share the specific team requirements, including the required positions, with the Union prior to the annual closure period by October 1st of each year.

The office will remain open from 8:30 a.m. – 12:00 p.m. on the last business day preceding Christmas Day.

The “float day holiday” will be replaced with the business day following Boxing Day. All non-essential employees will be off for the business days that fall between the day after Boxing Day and New Year’s Day, except for the half of the day preceding New Year’s Day, which will continue to be a paid holiday, as previously negotiated.

Employees will have the option to take the time between December 25th and January 1st as paid vacation plus the float day, or as unpaid time plus the float day. If the employee elects to take vacation, the vacation time in the time and attendance system will be deducted by the required vacation days. If an employee is electing to take the days unpaid, they will need to identify this by April 1 of the respective year.

If there is a requirement to work, those shifts shall be offered by seniority to those employees who normally perform the job. If no senior employee indicates their willingness to work, the least senior employee who normally performs the job shall be required to work.

FOR GREATER CLARITY:

In 2022

- December 23 - half (0.5) work day.
- December 28, 29 and 30 (0.5) - office closed. Time off would equate to 2.5 vacation days (1 float day and 1.5 vacation or unpaid days.)
- January 3 - office open for regular business hours

In 2023

- December 22 - half (0.5) work day.
- December 27, 28 and 29 (0.5) - office closed. Time off would equate to 2.5 vacation days (1 float day and 1.5 vacation or unpaid days.)
- January 2 - office open for regular business hours

In 2024

- December 24 - half (0.5) work day.
- December 27, 30 and 31 (0.5) - office closed. Time off would equate to 2.5 vacation days (1 float day and 1.5 vacation or unpaid days.)
- January 2 - office open for regular business hours

This letter of understanding will impact Article 11 with respect to the float day entitlement and also impacts Article 8 – the utilization of the Vacation accrued as outlined above.

The parties will also have the ability to meet and adjust accordingly in the event issues arise within the term of this letter of understanding.

Signed electronically on August 8th, 2022

For the Middlesex-London Health Unit





Cynthia Bos (Aug 8, 2022 17:27 EDT)



Maureen MacCormick (Aug 26, 2022 06:28 EDT)



Shaya Dhinsa (Aug 8, 2022 17:00 EDT)

For the Canadian Union of Public Employees Local 101



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