

AGREEMENT

BETWEEN:

**THUNDER BAY DISTRICT HEALTH UNIT
(Hereinafter referred to as the “Employer”)**

- and -

**CANADIAN UNION OF PUBLIC EMPLOYEES
AND ITS LOCAL 1759
(Hereinafter referred to as the “Union”)**

TERM OF AGREEMENT: JANUARY 1, 2007 - DECEMBER 31, 2009

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AGREEMENT:

Between:

THUNDER BAY DISTRICT HEALTH UNIT
of the City of Thunder Bay in the
District of Thunder Bay
(hereinafter referred to as the "Employer")

OF THE FIRST PART

and

CANADIAN UNION OF PUBLIC EMPLOYEES
and its LOCAL 1759
(hereinafter referred to as the "Union")

OF THE SECOND PART

ARTICLE 1 – PURPOSE

- 1.01 The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to provide an amicable method of fairly and peacefully adjusting any disputes which may arise between the Employer and its employees and to recognize the value of joint discussion.

ARTICLE 2 – DEFINITIONS

- 2.01 The word "employee" or "employees" wherever used in this agreement shall mean only an employee or employees in the bargaining unit as described in Article 3, who have completed six (6) months or longer continuous employment except where the context otherwise provides.
- 2.02 "Business Administrator" shall mean the Business Administrator of Thunder Bay District Health Unit.
- 2.03 "Arbitration Board" shall mean a three person Board of Arbitration as herein provided or a single arbitrator selected by the Employer and the Union.

2.04 Where the masculine pronoun is used, it shall mean and include the feminine pronoun, and vice versa where the context so applies. Whenever the singular is used, it shall mean and include the plural and vice versa where the context so applies.

2.05 "Term Employee" wherever used in this Agreement shall mean only an employee in the bargaining unit as described in Article 3 who has completed his probationary period and who is employed for a period of time coinciding with the school year between September 1st and June 30th.

2.06 Temporary Employee

Temporary Employee refers to an employee who is hired to fill a temporary position for a specified term greater than thirty (30) calendar days but not exceeding six (6) months duration other than when hired to fill a maternity/parental leave position in which case the term may be up to twelve (12) months or when hired to fill a vacancy due to an employee being off on sick leave in which the term may be extended upon consultation with the union. A Temporary Employee will have no seniority and will not accrue service. The release or discharge of a Temporary Employee will not be the subject of a grievance. If a Temporary Employee applies and is hired as a Term or Regular Employee, the individual's seniority date shall be the date of hire as a Term or Regular Employee and the employee will serve a new probationary period. A Temporary Employee will receive the regular rate of pay applicable to the position she/he is filling. The Employer will notify the Union of the circumstances giving rise to a temporary vacancy.

The following provisions of the Collective Agreement do not apply to Temporary Employees:

- (a) Article 14, other than 14.03
- (b) Article 15
- (c) Article 16
- (d) Article 17
- (e) Article 19
- (f) Article 20
- (g) Article 21

ARTICLE 3 - RECOGNITION

3.01 Bargaining Unit

The Employer recognizes the Union for the duration of this Agreement as the sole and exclusive collective bargaining agent with respect to wages, hours and working conditions for all the employees of the Thunder Bay District Health Unit, save and except the:

Medical Officer of Health
Director of Community Health Nursing
Director Communicable Disease/Environment and Enforcement
Communication Disorders Assistants
Director Clinical and Speciality Services
Director Population Health Resources & Communications
Director Administrative Resources (Business Administrator)
Speech Pathologists
Speech Language Pathology/Audiology Coordinator
Audiologist
Clinical Coordinator
Epidemiologist
Accounting Budget Officer
Accounting Budget Assistant
Executive Assistant
Communications Officer
Information Technology Coordinator
Human Resource Assistant
Dietitian
Librarian
Nutritionist
Health Promotion Planners
Registered and Graduated Nurses
Outreach Worker/Coordinator "The Exchange"
Outreach Worker
Information Technology Analysts
Administrative Assistants
Fair Start Program Facilitator
Lay Home Visitor

Persons engaged in field training towards certification in environmental health, or on work placement while completing a degree in environmental health.

Supervisors and persons above the rank of Supervisor. "Supervisors" shall include but not be limited to Directors, Managers and Coordinators.

Summer students employed for not more than four (4) months.

Persons regularly employed for not more than twenty-four (24) hours per week.

Temporary Employees hired to fill a position for a specified term of thirty (30) calendar days or less.

3.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his representatives which may conflict with the terms of this collective agreement.

ARTICLE 4 - RELATIONSHIP

4.01 No Discrimination

Each of the parties hereto agrees that there will be no intimidation, discrimination, interference, restraint or coercion exercised or practised upon any employee by reason of age, race, creed, colour, religious or political beliefs, national origin, sex, marital status, disability or on account of membership or non-membership in any trade union or association or on any grounds prohibited by the Ontario Human Rights Code, S.O. 1995, c.4.s.3, as amended from time to time.

4.02 Union Security

As a condition of employment, all employees shall become members of the Union after thirty (30) calendar days of employment in accordance with the Constitution and By-laws of the Union.

4.03 Deduction of Union Dues

Amounts equivalent to regular monthly Union dues will be deducted from the earnings of all employees, whether or not they sign applications for membership in the Union. In the case of new employees hired after the signing of this Agreement, such deductions will commence in the month immediately following completion of thirty (30) days continuous service.

4.04 The Employer shall remit to the Union once each month, the Union dues, or the equivalent thereof so deducted. The Union shall hold the Employer harmless with respect to all dues or the equivalent thereof so deducted and remitted and with respect to any liability which the Employer might incur as a result of such deductions.

4.05 The Employer and the Union Shall Acquaint New Employees

The Employer agrees to acquaint new employees with the fact that a collective agreement is in effect and to introduce the new employee to the Union Steward or representative within two weeks of employment, who will provide him with a copy of the collective agreement. The Union Steward shall be permitted to meet with the new employee for up to fifteen (15) minutes to acquaint the employee with the collective agreement at a time approved by the Employer.

4.06 Relationship

For purposes of negotiations, the Employer agrees that the Collective Bargaining Committee representatives shall suffer no reduction in regular earnings as result of negotiating meetings with the Employer occurring during regular office hours occurring up to the time either party applies for conciliation but not thereafter.

The Union agrees that the Employer is not obligated to pay Collective Bargaining Committee members for time spent during regular office hours in Collective Bargaining Committee meetings held either before or after negotiation meetings with the Employer.

ARTICLE 5 - MANAGEMENT RIGHTS

5.01 The right to hire, retire, promote, classify, layoff, recall, demote, transfer, discharge or discipline for just cause, to maintain order, discipline and efficiency and to establish and enforce rules and regulations governing the conduct of the employees, is the exclusive function and responsibility of the Employer, subject to the terms and conditions of this Agreement.

5.02 All matters not specifically referred to in this Agreement shall be reserved to the Employer and be its exclusive responsibility.

ARTICLE 6 - NO STRIKE OR LOCKOUT

6.01 The parties agree that:

(a) There will be no strike or other collective action by the employees represented by the Union, and if such action should be taken by the employees the Union will instruct the said employees to return to work immediately and perform their usual duties forthwith and to resort to the grievance procedure established herein for the settlement of any complaint or grievance and should there be a violation of this section, there shall be no discussion or negotiation of the matter in dispute between the Employer and the Union until normal work has been resumed;

(b) The Employer will not lockout any employees.

6.02 The terms "strike" and "lockout" shall bear the meanings given them in the Labour Relations Act, 1995, R.S.O.c,1, Sched. A as amended.

ARTICLE 7 - STEWARDS AND UNION GRIEVANCE COMMITTEE

7.01 Recognition of Union Stewards and Grievance Committee

The Employer will recognize a grievance committee (hereinafter referred to as the "Committee") consisting of not more than four (4) stewards who must be employed in different departments of the Health Unit. Such stewards shall be elected by the employees of Thunder Bay District Health Unit who are members of the Union, and each steward shall be an employee of the Employer who has completed his probationary period.

One of the stewards shall be elected by the said employees as the Chief Steward, who may be the principal spokesman for the Union Grievance Committee composed of the four stewards.

7.02 The Employer undertakes to deal with the said Grievance Committee with respect to differences between the Union and the Employer and grievances of an employee(s) which may properly arise hereunder from time to time during the term of this agreement.

7.03 Names of Stewards

The Union will notify the Employer in writing of the names of the stewards from time to time, and the Employer will not be required to recognize the stewards or Union Grievance Committee until it has been notified in writing by the Union of the names of the employees elected.

The Employer will, if requested, supply the Union with an Organizational Chart demonstrating the lines of authority and responsibility within the Health Unit.

7.04 Permission to Leave Work

The Union acknowledges that the stewards will continue to perform their regular duties on behalf of the Employer, and that such persons will not leave their regular duties without first obtaining permission from their supervisor with as much advanced notice as is reasonably possible and on resuming regular duties they will report to their respective supervisors.

7.05 Representative of Canadian Union of Public Employees

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the Employer.

7.06 Correspondence

Correspondence between the Parties shall pass to and from the Human Resources Manager of the Employer and the President of the Union or designate.

7.07 Labour - Management Committee

A Labour - Management Committee consisting of three (3) representatives of Canadian Union of Public Employees Local 1759 and three (3) representatives of the Employer shall meet once every three months upon the request of either party. The party requesting the meeting shall provide to the other party a written agenda at least one (1) week prior to the date of the meeting and shall not include matters that are properly the subject of the grievance or arbitration procedures or negotiations for the amendment or renewal of this agreement.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.01 Definition

A grievance is defined as any difference between the Employer and an employee or group of employees having completed his or their probationary period as to the interpretation, application, administration or alleged violation of the provisions of the Collective Agreement.

8.02 Settling of Grievances

A grievance shall be taken up in the following manner:

Step 1

An employee having a grievance or one designated member of a group having a grievance shall within five (5) working days after the occurrence of the circumstances giving rise to the grievance, either alone or accompanied by the Steward, first take the grievance up with his Supervisor or his designate who will attempt to adjust it.

If the grievance is not adjusted by the Supervisor or his designate, it shall be reduced to writing and signed by the employee involved, and two copies shall be given to the Supervisor within four (4) working days of the time it was first taken up with the Supervisor.

The Supervisor or his designate shall give his reply in writing to the employee not later than four (4) working days following the receipt by the Supervisor or his designate of the written grievance.

Step 2

If a settlement satisfactory to the employee or to the designated member of a group having a grievance is not reached in Step 1, the written grievance may be taken by the employee alone or with a steward within four (4) working days thereafter to the Human Resources Manager. The steward will be given an opportunity to discuss the grievance with the Human Resources Manager with or without the employee concerned being present.

The Human Resources Manager shall render a decision in writing to the employee or to such steward not later than four (4) working days following the presentation of the written grievance to the said Human Resources Manager.

Step 3

If the written decision of the Human Resources Manager is not satisfactory to the employee or the designated member of a group having a grievance, the Committee with the consent of the employee may refer the written grievance to the Medical Officer of Health within four (4) working days following the receipt of the reply of the Human Resources Manager. The employee, or the Committee, with his consent, or the Medical Officer of Health, may request a meeting which shall be held within four (4) working days after such request. The Medical Officer of Health shall render his decision in writing to the employee and the Committee not later than four (4) working days following the presentation to him of the written grievance.

8.03 Presence of Grievor at Meetings

Either the Employer or the Union may require that the employee or a member of the group of employees involved in the grievance being appealed shall be present at such meeting.

8.04 Grievance Forms

All grievance forms shall contain only one grievance. A written grievance shall contain a clear and concise statement concerning the alleged grievance, including the specific articles of the collective agreement alleged to have been violated, the persons involved, the date on which the alleged grievance occurred, and the relief sought if practicable.

8.05 Time Limits

Time limits shall be computed by excluding Saturday, Sunday, paid holidays and employee's regular days off. Failure of an employee or the Union to meet the time limits in processing the grievance will cause the grievance to expire. Failure of the Employer to meet its time limits shall permit the aggrieved employee to take the grievance to the next succeeding step, provided he presents the grievance at this next step within four (4) days after the expiration of the said time limit. Any agreement as to an extension of time limits will be valid only if signed by the Human Resources Manager or his designate and the union. Time limit extensions will not be unreasonably denied.

8.06 Witnesses

At any stage of the grievance procedure, including arbitration, the parties may have the assistance of the employee or employees concerned as witnesses and any other necessary witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator or Board of Arbitration to have access to any part of the Health Unit to view any working conditions which may be relevant to the settlement of the grievance.

Employee(s) required to attend arbitration hearings shall be granted leave of absence without pay provided the employer is given at least 7 days notice of the application for leave of absence without pay.

8.07 Facilities for Grievance Meeting

The Employer shall supply the necessary facilities for the grievance meetings.

ARTICLE 9 - ARBITRATION

9.01 Submission to Arbitration

Should any grievance fail to be satisfactorily settled under the foregoing procedure, the Union may within ten (10) days following receipt of the answer from the Medical Officer of Health, notify the Employer in writing of its desire to submit the difference or allegation to arbitration, accompanied by the written consent of the employee or the designated member of a group having a grievance.

9.02 Failure to Submit to Arbitration

If the grievance is not referred to arbitration within the said ten day period, the grievance will be conclusively deemed to have been finally abandoned.

9.03 Provision for Single Arbitrator

The Union and the Employer may agree upon a single arbitrator to hear the matter, and for this purpose will exchange nominations.

9.04 Composition of Board of Arbitration

Failing agreement between the Union and the Employer within ten (10) days as to the arbitrator to be appointed, the matter may be referred within four (4) days thereafter to a Board of Arbitration composed of three members, and either the Union or the Employer may inform the other party in writing of its desire to submit the matter to arbitration by a three-person board, and the notice shall contain the name of the first party's appointee to an arbitration board. The recipient of the notice shall within four (4) days advise the other party of the name of its appointee to the Arbitration Board. The two appointees so selected shall within five (5) days of the appointment of the second of them, appoint a third person who shall be chairman. If either party fails to make the required appointments within the time designated, either or both parties may request the Minister of Labour for Ontario to fill the vacancies.

9.05 Failure to Request Minister of Labour to Appoint

If within thirty (30) days after notice in writing to submit the difference or allegation to arbitration has been given, neither party has requested the Minister of Labour to fill the vacancies, the grievance shall be deemed to have been abandoned.

9.06 Persons Directly Involved May Not Act as Arbitrator

No person may act as an Arbitrator who is a member of the Union or an employee or solicitor or agent of either the Union or the Employer or who has been directly involved in attempts to negotiate or settle the grievance.

9.07 Decision of the Board

The Arbitration Board shall hear and determine the difference and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it. The decision of a majority shall be the decision of the Arbitration Board, but if there is no majority, the decision of the chairman shall govern. The decision shall be discussed by the Arbitration Board with all members of the Board present before it is rendered to the parties involved.

9.08 Authority of Arbitration Board

It is understood and agreed that the Arbitration Board shall have authority only to settle disputes under the terms of this agreement and may only interpret and apply this agreement to the facts of the particular grievance involved. Only grievances arising from the interpretation, application, administration or alleged violation of this agreement, including a question as to whether a matter is arbitrable, shall be arbitrable.

The Board of Arbitration shall have no power to alter, add to, subtract from, modify or amend this agreement, nor to give any decision inconsistent with it, nor shall any practices or customs become binding unless they are acknowledged in writing between the Human Resources Manager and the Union.

9.09 Compensation of Arbitration Board

The Union and the Employer shall each be responsible for the fees and expenses of its own nominee and one-half of the fees and expenses of the Chairperson of the Arbitration Board or of a single arbitrator.

9.10 Place of Hearing

Arbitrations shall be heard at Thunder Bay, Ontario or at such other places as may be agreed upon by the Union and the Employer.

9.11 Discipline Grievance

If a discipline grievance (as distinct from a discharge grievance) goes to Arbitration, the Board of Arbitration may:

- (a) Confirm the Employer's action;
- (b) Reverse the Employer's action; or
- (c) Modify the Employer's action in a manner which is deemed to be just and equitable in the opinion of the majority of the Board of Arbitration or of the Chairman of the Board of Arbitration in the absence of a majority decision.

9.12 Clarification of Decision

Should the parties disagree as to the meaning of the decision, either party may apply to the Chairman of the Board of Arbitration to reconvene the Board to clarify the decisions.

ARTICLE 10 - UNION GRIEVANCE

10.01 The Union Grievance Committee may file a written grievance that the Employer is in violation of the Collective Agreement with respect to a matter arising directly between the Union and the Employer (being specific as to the Articles of the Collective Agreement alleged to have been violated and as to the relief sought) and may require a meeting with the Human Resources Manager (at which a staff member of the Union may be present) within five (5) days from the date of filing the grievance with the Human Resources Manager.

It is expressly understood, however, that a Union grievance may not be used with respect to a grievance directly affecting an employee (or group of employees) which said employee(s) could himself (themselves) institute, and the regular grievance procedure shall not be thereby bypassed. Such grievance shall commence at Step 2.

Such grievance must be filed within five (5) days from the date the cause of the grievance occurs or within five (5) days from the time the Union should have known of the occurrence of the event on which the grievance is based. Time limits shall be computed by excluding Saturdays, Sundays and paid holidays listed in this Agreement.

10.02 If the grievance is not settled to the satisfaction of the Union Grievance Committee during the meeting with the Human Resources Manager, the Human Resources Manager will within five (5) days after the meeting give a written reply to the grievance to the Union.

10.03 If the written reply has not settled the grievance to the satisfaction of the Union or if a written reply is not received by the Union within five (5) days after the meeting with the Human Resources Manager, the Union may refer the written grievance to the Medical Officer of Health. The Union or the Medical Officer of Health may request a meeting which shall be held within five (5) working days after such request. The Medical Officer of Health shall render his decision in writing to the Union not later than five (5) working days following the presentation to him of the written grievance.

10.04 If the written reply has not settled the grievance to the satisfaction of the Union or if a written reply is not received by the Union within five (5) working days after the meeting with the Medical Officer of Health, the Union may within ten (10) working days after the receipt of the reply or within twenty (20) working days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 9 of this Agreement without the consent of any employee.

- 10.05 Unless otherwise agreed to in writing, the Union shall comply with the time limits set out in this clause respecting any such grievance or the grievance will be deemed to have been abandoned.

ARTICLE 11 - DISCHARGE GRIEVANCES

11.01 Appeal Procedure

If an employee who has completed his probationary period believes he has been discharged without just cause, he may file a written grievance with the Human Resources Manager within five (5) calendar days after he has been given notice of discharge. Step 1 of the grievance procedure shall be omitted in that case. The discharge of a probationary employee is within the exclusive discretion of the employer and, accordingly, the discharge of a probationary employee shall not be the subject of a grievance.

11.02 Settling of Discharge Grievance

A discharge grievance may be settled by confirming the Employer's action in dismissing the employee or by reinstating the employee with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

11.03 Time Limits

Failure of the employee or the Union to meet the time limits referred to in Articles 9 and 10 in processing the grievance up to the hearing by the Board of Arbitration will cause the grievance to expire.

11.04 Personnel File

An employee upon reasonable written notice to the Employer shall be allowed to review his/her personnel file in the presence of his/her supervisor.

A copy of any completed evaluation which is to be placed in an employee's file shall be first reviewed with such employee. The employee shall initial such evaluation as having been read and shall have the opportunity to add his views to such evaluation prior to it being placed in his file. It is understood that such evaluations do not constitute disciplinary action by the Employer against the employee.

The employee shall have the right to respond in writing to any comment contained in his/her personnel file. Any such response made within one month of the date of entry of the comment to which the response pertains shall be placed in the employee's personnel file.

ARTICLE 12 - EMPLOYER'S GRIEVANCE

12.01 It is understood that the Employer may bring forward at any meeting held with the Union Grievance Committee any complaint with respect to the conduct of the Union, its officers or committee members or a member, which may affect the Employer, and that if such complaint is not settled to the mutual satisfaction of the conferring parties it may be treated as a grievance and reduced to writing, and the written grievance sent to the President of the Union or to his designated representative.

12.02 If such complaint is not settled to the satisfaction of the Employer, the President of the Union or his designated representative shall within ten (10) days after the mailing or delivery of the written grievance by the Employer give a reply in writing to the Employer. If the written reply has not settled the grievance to the satisfaction of the Employer or if no written reply is received by the Employer within ten (10) days after the mailing or delivery of the written grievance to the President of the Union or his designated representative, the Employer may within ten (10) days after receipt of the reply or within twenty (20) days after the mailing or delivery of the grievance in case no written reply is received, refer the grievance to arbitration in accordance with Article 11 of this agreement.

12.03 Unless otherwise agreed to in writing, the Employer shall comply with the time limits set out in this clause respecting any Employer grievance, otherwise the grievance shall be deemed to have been finally abandoned.

ARTICLE 13 - REPRIMANDS

- 13.01 Whenever the Employer delivers a written reprimand to an employee, the Employer shall, if the employee is agreeable, send a copy of the written reprimand to the Recording Secretary of the Union within five (5) days.
- 13.02 A written reprimand shall include particulars of the work performance alleged to be unsatisfactory. If the employee replies to the reprimand in writing, the reply shall become part of his record.
- 13.03 The Employer agrees that in considering the imposition of any disciplinary penalty including discharge, no weight will be given to letters of warning in respect of matters which occurred more than two (2) years prior to the date of matters under consideration, except in circumstances where disciplinary action has occurred within the two (2) year period.

ARTICLE 14 - PROBATIONARY PERIOD AND SENIORITY

14.01 Seniority Defined

Seniority is defined as the length of service with the Employer and its predecessors.

14.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's last period of continuous service commenced. An up-to-date seniority list shall be sent to the Union and posted on the bulletin boards in January of each year.

No objection may be taken or any grievance filed by the Union or by any employee to a seniority list, unless written notice of the objection is given to the Employer within forty-five (45) days of the posting of the seniority list in which the item first appeared.

14.03 Probationary Period

New employees of the Employer shall be considered probationary employees until they have completed six (6) months of continuous service with the Employer from the date of the hiring.

Probationary employees shall be entitled to all the rights and privileges of this Agreement except recourse to the grievance procedure. The employment of such employees may be terminated at any time during the probationary period without recourse to the grievance procedure. After completion of the probationary period, seniority shall be effective from the original date of his last continuous employment.

14.04 Seniority Factors

The Employer and the Union agree that in the cases of transfers and promotions (other than promotions to positions outside of the bargaining unit) and demotions, the following factors shall be considered:

- (a) required qualifications, skill and relevant experience;
- (b) seniority

However, having regard to the fact that the employees are assisting in the operation of a health unit, the Union agrees that the qualifications in factor (a) must govern, and only where such qualifications of the employees involved are relatively equal, will factor (b) govern.

Having in mind the importance of operating the Health Unit for the utmost benefit of the public, the Employer shall be the sole judge of the qualifications in factor (a), provided however, the Employer shall not exercise its discretion in an arbitrary, capricious, or discriminatory manner.

14.05 Termination of Service

Continuity of service shall be considered broken and employment terminated when:

- (a) an employee quits or is discharged (and the discharge is not reversed through the grievance or arbitration procedure).
- (b) an employee unjustifiably fails to report to work at the termination of a leave of absence or within one week after being recalled to work.

- (c) an employee is absent for more than eighteen (18) months because of lay-off or because of sickness or both. These time limits may be extended by written agreement between the Employer and the employee.
- (d) an employee is absent from work without providing a reason satisfactory to the Employer or without the consent of the Employer.

14.06 Notice of Termination

Except in case of dismissal for cause or of termination during the probationary period, the Employer may terminate the employment of an employee on giving notice in writing to the employee as follows:

- (a) Four (4) weeks notice if his period of employment is less than five (5) years.
- (b) Five (5) weeks notice if his period of employment is five (5) years or more but less than six (6) years.
- (c) Six (6) weeks notice if his period of employment is six (6) years or more but less than seven (7) years.
- (d) Eight (8) weeks notice if his period of employment is eight (8) years or more.

Provided however, that the employment of a person may be terminated forthwith where the Employer gives the employee notice in writing to that effect and pays the employee an amount equal to the wages to which the employee would have been entitled for work that would have been performed by him at the regular rate for a normal non-overtime work week for the period of notice set out above.

The Employer may compulsorily retire an employee at normal retirement age in accordance with the Ontario Municipal Employees Retirement System and no grievance may be lodged in connection therewith.

14.07 Promotion or Transfer to Position Outside of Bargaining Unit

An employee promoted or transferred to a position outside of the bargaining unit will retain his seniority held at the time of such promotion or transfer for a period of six (6) months from the date of the promotion or transfer and may exercise his seniority rights in the event of his demotion or re-transfer to a position in the bargaining unit within such six (6) month period.

14.08 Layoffs and Recalls

In the event of a layoff, employees shall be laid off in the reverse order of their seniority.

Employees shall be recalled in the order of their seniority provided they are qualified to do the work.

The Employer agrees to give as much advance notice of layoffs and recalls as is reasonably possible.

No new employees will be hired until those laid off have been given an opportunity of re-employment.

14.09 Notices

Any notice to any employee under this Agreement may be given personally (either directly or by telephone) or by prepaid registered post addressed to the employee at his last address shown on the seniority list or on the payroll of the Employer and such notice shall be deemed to have been given when delivered to the postal authorities.

Any notice given personally to the employee must be confirmed by prepaid registered post addressed to the employee at his last address shown on the payroll of the Employer.

Any written notice to the Union may be given by delivery by hand or by facsimile transmission or by prepaid registered post addressed to the Union at the last address furnished in writing by the Union to the Employer.

ARTICLE 15 - PROMOTIONS AND STAFF CHANGES

15.01 Posting of Vacancies

All new positions and vacancies in existing positions within the bargaining unit shall be posted on all bulletin boards for a minimum of five (5) working days. Employees will be allowed to make written application during that period for the position to the Human Resources Manager.

The job posting shall be open to male and female applicants and shall contain the following information: Nature of position, minimum qualifications, required knowledge and education, skills, wage rate or range.

15.02 Temporary Transfer

Any employee may be transferred from one classification to another classification carrying a rate in a higher range for a period or periods not exceeding five (5) days in any contract year without changing his rate of pay. Such transfers shall be called "temporary transfers" and shall not be affected by the succeeding provisions of this Article.

15.03 No Outside Advertising

There shall be no outside advertising for additional employees until the Employer has posted the vacancy in accordance with Article 15.01 unless agreed to by the Union.

15.04 Transfer at Instance of Employer

If at the instance of the Employer an employee is temporarily transferred to another classification carrying a rate in a lower range, the employee shall not suffer thereby a reduction in rate of pay.

15.05 Transfer by Employer to Higher Classification

If at the instance of the Employer an employee is transferred to another classification carrying a rate in a higher range, the employee shall not suffer thereby a reduction in rate of pay but shall progress within the scale for that classification according to the length of service within that classification, subsequent to the date of transfer.

15.06 Transfers at Request of Employee

If an employee at his own request or to avoid being laid off is transferred to another classification, the employee shall immediately be paid the starting rate for the classification to which the employee is transferred and shall progress within the scale for that classification according to the length of service within the classification subsequent to the date of the transfer.

When a request is made by an employee having at least one year's seniority for a transfer in order to avoid layoff and the transfer is made, the employee will start in the classification at not less than the one year rate.

15.07 Trial Period

In the case of a transfer to or successful application for another position, the

successful applicant shall be placed on trial for a period of two (2) months. Conditional on satisfactory service, the appointment shall become permanent after the period of two (2) months. In the event the successful applicant proves unsatisfactory in the position during the aforementioned trial period, or if the employee is unable to perform the duties of the new job classification, he shall be returned to his former position at his former salary without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his former position at his former salary without loss of seniority.

15.08 Notification to Employee and Union

Within fourteen (14) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be sent to each employee who applied for the position.

The Union shall be notified of all hirings, layoffs, transfers, recalls and terminations of employment.

15.09 The Health Unit may, at any time before an applicant commences employment in a posted position, cancel a posting and in such case it shall be as though the position had not been posted.

15.10 Training/Education

Where the Employer becomes aware of training and education courses which the Employer believes will assist employees in the performance of their duties, the Employer will meet with any employees interested in attending such courses for the purpose of discussing payment of all or a portion of any fees and other costs related to the employee's attendance at such courses. Such fees and costs as agreed will be reimbursed upon successful completion of the course.

15.11 Training and Flexibility

The Employer will endeavour to offer employees opportunities to learn the duties of other bargaining unit positions in their own time or during their work hours when it will not unduly interfere with the performance of their duties for the purpose of providing flexibility in work assignments and enhancing qualifications for job postings. Employee's salary or pay rates will not be affected by such opportunities.

15.12 Placement On Salary Scale

The successful applicant to a job posting as shown in clause 15.01 or an employee transferred to a higher pay classification as per clause 15.05 will be placed on the salary scale for that new classification at a level that will provide a wage which is closest to but not less than the wage rate earned by the employee in his/her former classification.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 Provision for Leave of Absence

The Employer may grant leave of absence without pay to an employee requesting in writing such leave for a good and sufficient reason, provided that it shall be the sole and unfettered discretion of the Employer whether or not to grant leave of absence at any time. For leave of absence not exceeding five (5) days, the employee will apply to his immediate supervisor. For leave of absence exceeding five (5) days, the employee will apply to the Medical Officer of Health. An employee on leave of absence of two (2) months or more is required to give confirmation of date of return at least thirty (30) calendar days prior to this return.

16.02 (a) Employees Shall Not Lose Seniority

Seniority will continue to accumulate during a leave of absence without pay up to and including 30 calendar days. Seniority will be retained but will not accumulate for a leave of absence without pay in excess of 30 calendar days.

If an employee's leave of absence without pay exceeds 30 continuous calendar days, he will not accumulate service for the purposes of vacation entitlement and sick leave benefit for the period of absence in excess of 30 continuous calendar days.

In addition, the employee will become responsible for full payment of subsidized employee benefits (in which he is participating) for the period of absence in excess of 30 continuous calendar days.

The above shall not apply to term employees for the months of July and August, who during their absence for July and August will be governed by the existing practices relative to accumulation of seniority and by the last paragraph of Clause 20.03 and Clause 21.01.

- (b) Subject to the provision of Clause 14.05 (c), seniority rights will not be lost by an employee during a leave of absence because of sickness or accident granted in writing by the immediate supervisor or Medical Officer of Health.

16.03 Bereavement Leave

If the parent, brother, sister, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild of an employee dies, the employee who attends the funeral of such deceased person will not be required to attend at work during up to four (4) of the days from the death of such person up to and including the day of the funeral, and the employee will not suffer any reduction in pay as a result of his non-attendance at work under such bereavement leave.

If the spouse or child of an employee dies, the employee will have a fifth (5th) day added to this leave. An employee will be allowed two (2) additional days off without loss of pay should travel be involved in order for the employee to attend the funeral of such deceased person hereinbefore referred to which is held outside of the District of Thunder Bay.

Additional unpaid leave of absence may be granted on request.

16.04 Union Business

The Employer will, upon request of the Union, grant a leave of absence without pay to one (1) employee at one (1) time selected or appointed by the Union to attend Union functions provided that the number of days in total for all employees in one year does not exceed twenty (20) working days off, and provided that such absence will not result in less than one employee in each absentee's classification being available for duty during the absentee's regular hours of work.

16.05 Pregnancy/Parental/Adoption Leave

Pregnancy/Parental/Adoption leave of absence without pay will be granted to an employee in accordance with the term of the Employment Standards Act. An employee may, prior to the commencement of pregnancy leave of absence without pay, apply to extend the leave of absence without pay to a maximum aggregate of six (6) months.

Pregnancy leave will be granted to employees in accordance with the terms of the Employment Standards Act, except where amended in this provision.

On confirmation by the Employment Insurance Commission of the appropriateness of the Employer's Supplemental Unemployment Benefit (SUB) Plan, an employee who is on Pregnancy leave as provided under this Agreement who has applied for and is in receipt of Employment Insurance pregnancy benefits pursuant to Section 18 of the Employment Insurance Act shall be paid a supplemental employment benefit. That benefit will be equivalent to the difference between seventy-five percent (75%) of her regular weekly earnings and the sum of her weekly Employment Insurance benefits and any other earnings. Such payment shall commence following completion of the two (2) week Employment Insurance waiting period, and receipt by the Employer of the employee's Employment Insurance cheque stub as proof that she is in receipt of Employment Insurance pregnancy benefits, and shall continue for a maximum period of fifteen (15) weeks. The employee's regular weekly earnings shall be determined by multiplying her regular hourly rate on her last day worked prior to the commencement of the leave times her normal weekly hours.

16.06

Jury Duty

An employee who is summoned to serve as a juror shall be paid his regular rate of pay for the time he is required to be in court provided the employee presents to the Employer the subpoena which required his presence in court and pays over to the Employer the amount received by him as such juror.

16.07

Compassionate Leave

Employees will be permitted to use up to two (2) days of sick leave per year

to provide immediate or temporary care for an ill or injured spouse, parent or child.

ARTICLE 17 - SICK LEAVE

17.01 Sick leave means the period of time when an employee is permitted to be absent from work with full pay due to sickness or accident rendering him unable to perform his regular duties as an employee and is not compensable under the Workplace Safety and Insurance Act.

17.02 Sick leave will be granted on the following basis:

- (a) Employees will accumulate sick leave to a maximum of 200 days on the basis of one and one-half (1½) days for each month of active service. Those employees who have unused accumulated sick leave credits exceeding 200 days will have their unused accumulated sick leave benefits frozen and will not accumulate further sick leave credits, but will be entitled to retain and utilize such sick leave credits. If the number of accumulated unused sick leave days through usage falls below 200 accumulated unused sick days, the foregoing 200 day maximum accumulation shall thereafter apply.
- (b) When sick leave is claimed, proof of disabling sickness or accident will be furnished by a certificate from a duly qualified medical practitioner unless waived by the Employer.
- (c) An employee absent by reason of sickness or accident may elect not to take leave with pay.
- (d) An employee actively employed prior to September 1, 1987, who has completed five years continuous employment, who is laid off, retires, resigns or dies before retirement, shall be eligible for a cash payment based on 50% of unused sick leave credits earned after January 1, 1973 and prior to August 31, 1987. Sick leave credits earned after September 1, 1987 shall be used for sick leave purposes only and cannot be used for the aforesaid cash payment of 50% of unused sick leave credits. (The maximum number of days accumulated prior to September 1, 1987 for purposes of this 50% cash payment is 156).
- (e) Any unused sick leave credits accumulated after September 1, 1987 will be used before sick leave credits earned prior to September 1, 1987.
- (f) Employees hired after September 1, 1987 will not be entitled to the aforesaid cash payment of 50% of unused sick leave credits.
- (g) Subject to 17.02 (d) sick leave credits will terminate on resignation, retirement, layoff, termination or death.

- (h) Each employee in the bargaining unit will be notified in January of each year of the amount of sick leave to his credit as of December 31st of the preceding year.

17.03 Not Entitled to Sick Pay

An employee will not be entitled to sick pay:

- (a) whose absence is due to pregnancy or childbirth unless unusual complications develop which cause the employee to be hospitalized or confined to bed or bed rest under orders from the employee's physician;
- (b) during a period of layoff or leave of absence without pay;
- (c) during a vacation period unless confined to hospital;
- (d) on a paid holiday for which the employee is already receiving pay for the holiday as per Article 19.

17.04 Payment for Certificates

When the Employer requires an employee to produce a medical certificate, the Employer shall pay for the cost of the requested certificate(s).

ARTICLE 18 – HOURS OF WORK AND WORKING CONDITIONS

18.01 Work Week

The regular work week shall consist of thirty-five (35) hours, Monday to Friday inclusive. The regular hours of work for employees shall be from 8:30 a.m. to 4:30 p.m. inclusive of a one (1) hour unpaid lunch period, with the exception of clerical staff rotating on staggered hours to provide office services to 5:00 p.m.

The regular hours of work may be varied by mutual agreement between the Employer and the employees concerned.

18.02 Overtime

Time worked (if requested and authorized by the Employer) in excess of seven (7) hours in a day, or thirty-five (35) hours in a one-week period will be counted as overtime work and will be compensated on the basis of time and one-half of the current salary for the classification, provided however, that time (not exceeding one-half hour per day) necessary to finish assigned work on an irregular basis, (not more than twice a week) shall be deemed a "tag-end" and shall not be counted as overtime. If such "tag-end" time exceeds one-half hour, payment at time and one-half shall be made for the entire period in excess of thirty-five (35) hours in a one week period.

18.03 Altered Hours (PHI – hired after April 21, 2005)

The regular work week for PHIs, hired after April 21, 2005, may be altered on a temporary basis, at the Employer's request, in order to meet special needs during the summer period (May 1st to September 30th) of the year. The Employer will be permitted to schedule these PHIs to a regular work week consisting of thirty-five (35) hours from Tuesday to Saturday inclusive, with the regular hours of work being from 8:30 a.m. to 12:00 noon and from 1:00 p.m. to 4:30 p.m. Employees required to work an altered hours schedule will be scheduled in reverse order of seniority amongst PHIs and will be given no less than twenty (20) working days notice of a shift change.

18.04 Altered Hours (Land Development Officer)

It is recognized that the hours of work for Land Development Officers are subject to seasonal variances. Hours of work varying from those shown in clause 18.01 shall be determined upon consultation and agreement between the Supervisor and the employee. Requests to work variable hours will not be unreasonably denied by the employee or the Supervisor.

18.05 Altered Hours (Special Clinics)

For the sake of clarity, the parties agree that the hours of operation in the clinics are well established and accepted by the parties, and are not subject to the description of “regular hours of work” set out in Article 18.01 of the Collective Agreement.

18.06 Altered Hours (Program Assistant - HBHC)

In recognition of the need for long weekend work schedules to provide services to the Community and respecting Program Assistants’ need for stability in scheduling, the parties agree to the following principles concerning the scheduling of long weekend work:

- (a) This article applies to all regularly scheduled long weekend work in the Healthy Babies Healthy Children (HBHC) Program. All regularly scheduled work will be pre-scheduled by the appropriate Manager or designate at least twelve (12) weeks in advance, setting out the schedule for the following calendar year. Program Assistants shall be scheduled for long weekend work on a rotating basis amongst the Program Assistants in the HBHC Program. Employees may trade assigned weekends at their discretion, provided at least one (1) weeks advance notice is given to the appropriate Manager or designate.
- (b) Regularly scheduled long weekend work will be compensated as per the overtime and holiday pay provisions in the Collective Agreement.
- (c) In the event of any inconsistency between this Article and the remaining Collective Agreement, this Article will prevail.
- (d) The parties agree that weekend work language may be amended by mutual consent during the term of this Collective Agreement.

18.07 Time Off in Lieu

An employee who performs overtime work may be granted time and one-half off in lieu of overtime payment upon mutual agreement between the Employer and the employee and such time to be taken as mutually agreed.

18.08 Call-Out

An employee who is called back outside her/his standard hours other than for scheduled overtime work shall be paid either:

- (a) a minimum of three (3) hours at her/his straight time rates; or,
- (b) at her/his applicable overtime rate for the time worked on the call-back, whichever is greater.

18.09 Stand-by Pay

Where the Employer requires an employee to be on stand-by, the employee will be compensated as follows:

- (a)
 - (i) for weekday and weekend (from 4:30 p.m. on the last day the office is open before the weekend until 8:30 a.m. on the day the office reopens following the weekend) stand-by hours they will be compensated at the rate of \$3.20 per stand-by hour.
 - (ii) for holiday standby hours, \$3.70 per stand-by hour.
- (b) An employee who is called into work while on stand-by shall be paid in accordance with call-out provisions of this agreement and will not be paid the stand-by rate while on call-out.

ARTICLE 19 - PAID HOLIDAYS

19.01 List of Paid Holidays

The Employer recognizes the following days as paid holidays:

New Year's Day	Civic Holiday (first Monday in August)
Good Friday	Labour Day
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day	Boxing Day (December 26th)

One (1) Floating Holiday (Employees will be entitled to one (1) Floating

Holiday after probationary period. This Floating Holiday to be used within time limit of January 1st and December 31st of same year. This day will not be cumulative.)

The day of Christmas Eve, if a normal working day.

The day of New Year's Eve, if a normal working day.

If the Federal Government proclaims an additional holiday to be observed in the month of February, this Agreement shall be deemed to have been amended to include the said holiday.

19.02 Pay for Work on Paid Holidays

An employee who works his regularly scheduled day immediately prior to and following any of the above paid holidays and who is required to work on any such paid holidays shall be paid time and one-half for all hours worked in addition to the regular daily rate.

19.03 Compensation for Holidays Falling on Scheduled Day Off

Where a paid holiday other than the day of Christmas Eve and the day of New Year's Eve falls on an employees regularly scheduled day off, it shall be deemed to be a paid holiday and the employee will be given another day off at some other time.

19.04 Compensation for Paid Holidays Falling Within Vacation Schedule

If one of the above-mentioned paid holidays occurs during an employee's vacation period, the employee will receive an additional day off in lieu thereof.

19.05 Exceptions to Paid Holidays

Subject to the provisions of the Employment Standards Act, every employee shall be granted time off with pay at the regular rate of pay in respect to a paid holiday as listed in 19.01 unless:

- (a) being a term employee the paid holiday falls between June 30th and September 1st, or
- (b) he is on leave of absence during the period in which the paid holiday occurs
- (c) he is on layoff
- (d) he is absent and in receipt of Workplace Safety and Insurance Board or LTD Disability payments
- (e) he fails to report for his assigned shift on a paid holiday
- (f) he does not work his regularly scheduled day immediately prior to and following the paid holiday.

ARTICLE 20 – VACATIONS

20.01 Vacation Year

For the purpose of calculating the amount of vacation earned, the vacation year shall be regarded as being from July 1st to June 30th. Annual vacation must be taken within the twelve month period immediately following the June 30th on which the leave is calculated.

20.02 Length of Vacation

In the first year of employment vacation proportionate to the length of employment prior to June 30th shall be granted following six (6) months of continuous employment. The number of vacation days to be granted shall be calculated to the nearest day as follows:

No. of months employed prior <u>to June 30th</u>		Annual vacation entitlement (no. X of working days)	=	No. of vacation days to be granted
12				

After one (1) year of continuous service with the Employer as of July 1st, an employee shall be entitled to four (4) weeks vacation with pay.

After twelve (12) years of continuous service with the Employer as of July 1st, an employee shall be entitled to five (5) weeks vacation with pay.

After twenty-three (23) years of continuous service with the Employer as of July 1st an employee shall be entitled to six (6) weeks vacation with pay.

20.03 Vacation Entitlement for Term Employees

Vacation entitlement for term employees will be calculated as follows:

No. of complete months <u>worked each year</u>		X	Annual vacation entitlement of an employee working 12 months per year
12			

20.04 Vacation Pay

Vacation pay will be calculated on the basis of each employee's regular monthly salary at the time of taking his vacation.

20.05 Vacation Schedules

Vacation Schedules shall be posted by January 1st of each year and employees shall indicate their preference on the basis of seniority as to vacation periods desired by March 15th of each year. The completed schedule shall be posted by April 1st.

Any employee not making his choice by March 15th shall forfeit the right of choice by seniority and vacation shall be scheduled at the discretion of management.

20.06 Preference in Vacations

The Employer will endeavour to allot vacations during the months of May to September inclusive, and in order of employee's seniority, unless some other time is mutually arranged between the individual employee and the Employer. However, once an employee has indicated a preferred vacation period, he may not then exercise seniority rights to change the stated period.

Notwithstanding the above paragraphs, employees may use vacation time during the year as individually requested, providing prior approval has been obtained from his supervisor or deputy.

20.07 Unbroken Vacation Period

An employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

20.08 Vacation Pay on Termination

When employment is terminated before completion of six (6) months of continuous employment vacation pay will be computed and paid in accordance with the Employment Standards Act of Ontario. Where employment is terminated after six (6) months but less than one (1) year of continuous employment, vacation pay will be calculated on a pro rata basis as follows:

No. of complete months of <u>employment</u>	X	Annual vacation entitlement (no. of working days) less any vacation days taken.
12		

Where employment is terminated after one (1) year of continuous employment, vacation pay shall be calculated as follows:

No. of complete months of employment <u>since July 1</u>	X	Annual vacation entitlement (no. of working days) less any vacations days taken.
12		

20.09 An employee may be permitted, at the discretion of the Business Administrator or his designate and in exceptional circumstances, to carry forward part of his vacation entitlement, to a maximum of ten (10) days, to the following year.

ARTICLE 21 - HEALTH AND WELFARE PROGRAMMES

21.01 Hospital and Medical Insurance

The Employer will contribute for regular full time employees as follows:

- (a) An amount equal to one hundred (100%) percent of the insurance premium to Green Shield (or for equivalent coverage provided by another carrier) Extended Health Care Plan (10/20 deductible). Vision care of two hundred and fifty (\$250.00) dollars every twenty-four (24) months. One eye exam every twenty-four (24) months at fifty dollars (\$50.00) reimbursement level. Chiropractic and massage services. The Extended Health Plan includes coverage for children up to age twenty-five (25) if enrolled in a post secondary institution.
- (b) An amount equal to eighty (80%) percent of the insurance premium to Green Shield (or for equivalent coverage provided by another carrier) Dental Plan #9 at previous years' ODA rates with a nine (9) month recall and a fifteen hundred (\$1,500.00) cap per family member. The Dental Plan includes coverage for children up to age twenty-five (25) if enrolled in a post-secondary institution.

Dental Care Major Restorative Services. Implement major restorative services including: crowns, bridges, dentures (fixed and removeable) at 50% reimbursement. Combined calendar year maximum of \$1,500.00 for all dental care services.

- (c) Green Shield (or for equivalent coverage provided by another carrier) Rider Deluxe Out of Country medical coverage.
- (d) To the insurance carrier (as may be selected by the Employer from time to time) of a Long Term Disability Benefit Plan, an amount equal to 60% of the insurance premium subject to the terms and conditions of such Plan, provided that the employee shall pay the remaining 40% of such insurance premium through standard payroll deductions. Any claim for benefits under such insurance plan by a regular full-time employee shall be a matter exclusively between such employee and the insurance carrier in accordance with the terms and conditions of such Plan. Such claim for benefits shall not be the subject of a grievance or grievance arbitration under this agreement.

Term employees shall pay in advance to the Employer, one hundred (100%) percent of Green Shield (or for equivalent coverage provided by another carrier) Extended Health Care Plan, Dental Plan and Group Life Insurance and Long Term Disability Plan premiums due for the months of July and August.

21.02 Group Life Insurance

The Employer shall pay one hundred (100%) percent of the insurance premium towards a Group Life Insurance Plan for all employees.

The Group Life Insurance program shall be in the form of Term Life Insurance to an amount equal to two (2) times the employee's annual salary.

The amount of employee's salary shall be rounded to the nearest \$1,000.00 of annual salary in effect on January 1st.

Employees have the option to purchase additional coverage from the insurance carrier subject to terms of present insurance plan. Employee to pay for such additional coverage on himself/herself.

21.03 Pension Plan

It will be a condition of employment that every full-time employee shall participate in the Ontario Municipal Employees Retirement System (OMERS) in accordance with its terms.

The Employer will contribute for regular full-time employees as follows:

- (a) To the Ontario Municipal Employees Retirement System, on such basis as may be, from time to time, determined by that Plan.
- (b) To the Canada Pension Plan, an amount required by law.

21.04 The parties agree that the U.I.C. rebate for 1985 and 1986 and thereafter shall be retained by the Employer and applied towards the cost to the Employer of contributions towards insurance premiums as provided in this agreement.

ARTICLE 22 - BULLETIN BOARDS

22.01 The Employer agrees to supply a bulletin board in a strategic location for the purpose of posting notices pertaining to meetings, conventions, and other activities of the Union or the Employer.

22.02 The Employer shall be furnished by the Union with copies of all such Union notices prior to their posting and may require the Union to refrain from posting any notice which the Employer considers objectionable. No notices from the Union may be posted unless it bears the signature of an authorized officer of the Union.

ARTICLE 23 - JOB CLASSIFICATIONS

23.01 No Elimination of Present Classification

The Employer agrees that there shall be no elimination of classifications without prior consultation with the Union.

23.02 When a new classification in the bargaining unit is established by the Employer or the Employer makes a substantial change in the job content of an existing classification, the Employer will then advise the Union of such new or changed classification and the rate of pay established by the Employer. If requested, the Employer agrees to meet with the Union to permit the Union to make representations with respect of the appropriate rate of pay, provided such meeting does not delay the implementation of the new classification.

If the parties are unable to agree at the meeting, the dispute concerning the new rate may be submitted to arbitration as provided in Article 9 within fifteen (15) days of such meeting. The decision of the Arbitrator shall be based on the relationship established by comparison with the rates for other classifications in the bargaining unit having regard to the requirements of such classification.

ARTICLE 24 - MISCELLANEOUS

24.01 Casual Users of Automobiles

Casual users shall not be required to own an automobile as a condition of employment.

24.02 Permission to Hold Meetings

It is agreed that the Union and the employees will not engage in Union activities during working hours or hold meetings at any time on the premises of the Employer without the permission of the Medical Officer of Health or his designate.

24.03 Safety Footwear/Uniforms

The Employer shall continue to supply hard hats, coveralls and safety-toed boots for Public Health Inspectors where necessary. Dental team employees and RPN's will be reimbursed up to one hundred (\$100.00) dollars yearly for uniforms upon providing receipts. Dental team employees and RPN's may use the \$100 noted above to purchase shoes.

24.04 Meal Allowance

The Employer will provide the following meal allowances to employees required to be out of town:

Breakfast -	\$10.00
Lunch -	\$12.00
Supper -	<u>\$23.00</u>
	\$45.00

The parties agree that the meal allowance agreed to will be retroactive to January 1, 2004.

ARTICLE 25 - SCHEDULES

25.01 Schedules Attached

Attached hereto and forming part of this Agreement is:

- (a) Schedule "A" - Classifications and Salary Ranges.

ARTICLE 26 – TERMINATION AND DURATION

26.01 Duration

This Agreement shall become effective on the 1st day of January, 2007 and shall remain in full force and effect until the 31st day of December, 2009 and from year to year thereafter unless written notice of intention to terminate or amend this Agreement is given by either party to the other within ninety (90) days before the 31st day of December, 2009 or within ninety (90) days before the 31st day of December in any year thereafter in which this Agreement continues to remain in effect.

26.02 Amendments

In the event that such notice is given of a desire to amend the Agreement, negotiations shall begin within thirty (30) days following the delivery of the notice or within any longer time which is mutually agreed upon.

All negotiations for amendments or renewal of this Agreement shall be in accordance with the terms of the Ontario Labour Relations Act and any amendments thereto.

IN WITNESS WHEREOF the parties hereto have caused their names to be subscribed by the duly authorized officers and representatives this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF INTENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: MILEAGE

The Parties agree that upon ratification a mileage allowance of \$130.00 per month and 30.5¢ per kilometre will be paid to all Public Health Inspectors and the full-time Dental Hygienist, for each month of active service according to the present practice, and that Public Health Inspectors living in the branch office communities will be paid an additional 1¢ per kilometre. Deductions from the monthly allowance will be made on a proportional basis, in the event of absences of more than one (1) month.

All other employees will be paid a mileage rate of 45¢ per kilometre.

DATED IN THUNDER BAY this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF INTENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: LAND DEVELOPMENT OFFICER (Rick Kraemer)

The Parties agree (Thunder Bay District Health Unit and Canadian Union of Public Employees – Local 1759) to continue compensating Rick Kraemer, Land Development Officer, an additional two dollars and fifty cents (\$2.50) per hour for the duration of this Collective Agreement.

DATED IN THUNDER BAY this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF INTENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: Clerical Restructuring

WHEREAS the parties agree that changes in the requirements for the delivery of public health have taken place in the past several years, and that Health Unit services and programming has accordingly changed;

AND WHEREAS the parties agree that the current allocation of clerical positions no longer meets existing needs, and that changes in the allocation of clerical positions are required to address the need for greater flexibility, to clarify the roles of clerical workers, and to address issues surrounding the distribution of workload;

NOW THEREFORE the parties agree to the following Letter of Understanding concerning changes to clerical positions without precedent and without prejudice to any Health Unit positions which are not named in this letter:

1. The positions of Reception Data Entry Clerk, Program Clerk, Senior Clerk and CSR Clerk (the "eliminated positions") will be eliminated as of the "effective date", further defined hereinafter.
2. The parties agree that the position of Program Support will be newly created, as of the "effective date".
3. The pay scale for the Program Support position will be the same as that of the eliminated Program Clerk position.
4. The following non-bargaining unit positions have been newly created, and filled June 13, 2003, by bargaining unit applicants, who are, accordingly, no longer in the bargaining unit:
 - (a) Administrative Assistant in Health Protection and Clinical Division;
 - (b) Administrative Assistant in Health Promotion and Communications Division.

5. The Union concedes that these new Administrative Assistant positions will be assigned some work historically performed by eliminated positions, and furthermore waives and relinquishes the right to bring any grievance concerning the performance of bargaining unit work, related thereto.
6. With the exception of the selected applicants referred to in paragraph 4 hereof, all clerical staff in the "eliminated positions" will be reclassified as "Program Support", filling such positions in accordance with the process outlined herein.

CONVERSION PROCESS

7.
 - (a) Bargaining Unit Vacancies will be posted for a period of three (3) days, commencing on Monday of any given week. Applicants will be advised of the successful candidate on Friday of the week in which the postings occur.
 - (b) The first Program Support postings will occur on Monday, June 16, 2003. Applicants for internal postings will be chosen in accordance with Article 14.04 of the Collective Agreement. In the event existing positions become vacant by virtue of the posting process described herein, corresponding Program Support positions will be posted on the Monday following the filling of the previous postings.
 - (c) In like manner, subsequent Program Support openings will be posted on Monday of each succeeding week, and filled on the Friday of the week in which they are posted. This process will continue until no internal applicants apply for the posted Program Support positions, at which time remaining clerical staff who have not yet accepted a position based on the posting process, will be converted to a Program Support position which is most similar to their existing clerical position. The "effective date" for the purposes of this agreement shall be the Monday of the week following the week in which all current clerical workers have been awarded a Program Support position based on the posting process or have been converted to an equivalent Program Support position.
 - (d) Once all existing clerical workers have been assigned Program Support positions based on either the posting process or have been converted to a Program Support position, the remaining Program Support positions will be advertised externally.
 - (e) Schedule No. 1 hereto sets out a table showing the Program Support positions deemed to be most similar to a corresponding existing clerical position.
 - (f) Only employees employed in one of the eliminated positions listed in paragraph 5 may apply for postings under this agreement.

8. The rate of pay for the new Program Support position shall be effective as of the "effective date" hereunder.
9. Those employees employed as Senior Clerks prior to the effective date will be paid on the Senior Clerk scale. The Senior Clerk scale will be entitled to one-half of any general pay increase negotiated for the Program Support positions in future rounds of collective bargaining, until the Program Support scale matches the Senior Clerk scale or June 1, 2008, whichever first occurs, and at that time the Senior Clerk scale will be accordingly eliminated.
10. Notwithstanding Article 15.12 of the Collective Agreement, employees will be placed on the program support salary scale at the increment level they had most recently attained on the pay scale of the eliminated position most recently held. Employees will progress along the program support salary scale in accordance with their anniversary dates, as set out in Schedule 2, attached.
11. For the purposes of consistency, the following individuals who are currently classified as Program Clerks will be placed at the salary increment level indicated below, effective July 1, 2003, and their anniversary dates will be adjusted in accordance with Schedule 2, attached:

Marlene Spirka (annual)	Increment 3	\$32,734.72
Christie Salo (annual)	Increment 4	\$33,086.03
Nancy Polhill (annual)	Increment 6	\$33,788.60

These adjustments supersede and replace the adjustments made in the most recent round of collective bargaining. There are no retroactive adjustments for any employee, to any date prior to July 1st, 2003.

12. All current employees of the Health Unit employed in one of the eliminated positions, as of June 5, 2003, will be guaranteed the offer of a position as a Program Support employee, pursuant to this Letter of Understanding.
13. The Health Unit will provide training opportunities for employees selected for Program Support positions in accordance with needs identified by the relevant program manager within one month of commencement of employment as Program Support staff. The training will be completed on or before October 31, 2003.
14. For the sake of clarity, the parties agree that the hours of operation in the clinics are well established and accepted by the parties, and are not subject to the description of "regular hours of work" set out in Article 18.01 of the Collective Agreement.

15. The parties agree that, in the event of any inconsistency between this Letter of Understanding and the Collective Agreement, this Letter of Understanding prevails, and that, accordingly, the Collective Agreement is deemed revised to the extent necessary by the terms of this Letter of Understanding.
16. The parties agree that they will take any other steps required to carry out the intent and purpose of this Letter of Understanding.
17. A revised Salary Scale is attached.
18. The parties agree that the effect of this Letter of Understanding is consistent with all requirements of the *Pay Equity Act*, and in particular that the elimination and the creation of certain positions comply with any and all obligations to maintain pay equity, and further agree that no formal pay equity process is triggered by the existence or operation of this Letter of Understanding.
19. In the event of any dispute as to the implementation of this agreement, the parties agree that the Clerical Restructuring Committee will meet and make every effort to resolve any such dispute. No individual, group or policy grievance may be filed as a result of the implementation or administration of this letter except where it is alleged that the letter has been implemented or administered in a manner which is arbitrary, discriminatory or in bad faith.

DATED, at the City of Thunder Bay, in the District of Thunder Bay, this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

SCHEDULE 1

Position	Program	Incumbent
1	Healthy Living	Vacant
2	Healthy Living, Epidemiology	Vacant
3	Healthy Communities/Healthy Families	Donna Bellemare
4	Healthy Communities - Geraldton	Ramona Venne
5	Healthy Communities - Marathon	Claudette Carriere
6	Healthy Communities - Nipigon	Janie Inget
7	Healthy Families - PSL	Christie Salo
8	Healthy Families - Preventive Dentistry	Sybil Judge
9	Environmental Health - Septic/LD	Rose Nakonechny
10	Environmental Health	Sue Delaronde
11	Environmental Health	Marsha Sharpe
12	Vaccine Preventable Disease	Sue Moon
13	Vaccine Preventable Disease	Nicole O'Quinn
14	Clinical Programs - NP/SH	Vacant
15	Clinical Programs - Genetics/SH	Nancy Polhill
16	Clinical Programs – SH/Immunization	Stacie Farrant
17	Clinical Programs - Genetics/SH/NP	Vacant
18	Healthy Babies, Healthy Children	Marlene Spirka
19	Healthy Babies, Healthy Children	Debbie Bartley
20	Administration	Christina McDonald

Remaining: Not incumbents in any program

Kristine Esposti
Donna Butcher

Post on Monday, June 16

Position	Program
1	Healthy Living
2	Healthy Living, Epidemiology
14	Clinical Programs - NP/Sexual Health
17	Clinical Programs - Genetics/SH/NP

SCHEDULE 2

Name	As of January 1, 2003		As of July 1, 2003		Next Increment Date
	Increment Level	Annual Salary	Increment Level	Annual Salary	
Bellemare	6	36,247.67		36,247.67	
Delaronde	6	36,247.67		36,247.67	
Bartley	2	29,965.36	3	32,734.72	May 1, 2004
Butcher	6	31,370.54	6	33,788.60	
Carriere	1	29,614.07	1	32,032.14	September 1, 2003
Esposti	0	29,262.77	1	32,032.14	June 1, 2004
Farrant	1	29,614.07	1	32,032.14	November 1, 2003
Inget	4	30,667.95	4	33,086.03	December 1, 2003
Judge	5	31,019.24	6	33,788.60	
MacDonald	2	29,965.36	3	32,734.72	February 1, 2004
Nakonechny	5	31,019.45	5	33,437.32	November 1, 2003
O'Quinn	3	30,316.66	3	32,734.72	December 1, 2003
Moon	6	31,370.54	6	33,788.60	
Sharpe	3	30,316.66	3	32,734.72	January 1, 2004
Venne	6	31,370.53	6	33,788.60	
Polhill	3	32,734.73	6	33,788.60	
Salo	1	32,032.14	4	33,086.03	July 1, 2004
Spirka	1	32,032.15	3	32,734.72	August 1, 2003

LETTER OF INTENT

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL

1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: Branch Office Support Staff

The Parties agree that the Branch Office Program Support Staff will be independently evaluated to determine the relative value of the position, and any need for changes in scheduling or job assignment related to such work.

DATED IN THUNDER BAY this ____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: Tobacco Enforcement Officer Positions

The parties agree to the following regarding the Tobacco Enforcement Officer positions:

Hours of Work

1. Flexible work week is an organization of the hours of work agreed to by the Manager of Tobacco Control Unit and the Employee so that the total number of hours worked weekly is thirty-five (35). Employees may submit proposals to the Manager of Tobacco Control Unit and the Manager will approve the proposed schedules based on the following criteria:
 - i. The required service will be provided to meet the needs of the community and the applicable legislation;
 - ii. No additional costs to the Health Unit will result from the flexible schedule
2. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.

DATED IN THUNDER BAY this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Re: On-call Compensation

The parties agree to the following principles concerning payment for call-ins under Article 18.07 and 18.08 of the Collective Agreement, which Articles shall be interpreted and applied subject to these principles. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.

1. An Employee shall be entitled to receive call-in pay at time and one-half his or her regular straight time hourly rate for all hours worked with a minimum guarantee of three (3) hours pay at time and one-half his or her regular straight time hourly rate in the following circumstances:
 - a. Where an employee who is on standby receives a call from a Supervisor, the Nurses' Registry or other authority approved by the Health Unit, and is required to attend at a specific location to attend to a matter of public health (e.g., environmental spill, rabies vaccine release, significant adverse water result)
 - b. Where an employee who is on standby receives a call from a Supervisor, the Nurses' Registry or other authority approved by the Health Unit and is not required to attend at a specified location, but where the call and required

follow-up duties (e.g., further phone calls, documentation) take thirty (30) minutes or longer to complete.

2. Where an employee who is on standby takes a call at home, he/she will not be entitled for any pay in excess of the standby pay where the call and required follow-up (e.g., further phone calls, charting or documentation) is less than ten (10) minutes, but will be paid his/her applicable rate for the time of the call and required follow-up if the call and required follow-up exceeds ten minutes but is less than thirty (30) minutes.
3. Employees are entitled to only one call-in premium during any three-hour period. Subsequent calls taken during that period will not be subject to any additional payment(s).
4. The parties will act in good faith in determining the length of time required for employees to respond to calls and attend to required follow-up, having regard to the length of time it would reasonably take to complete a call and follow-up in similar circumstances.
5. It will be at the Health Unit's discretion whether employees receive payment or compensating time off for call-in work.
6. Nothing in this Letter of Understanding or the Collective Agreement will be interpreted to require the Health Unit to schedule or assign employees for standby. The Health Unit reserves all rights it currently has with respect to the assignment of work.
7. Each employee who has worked stand-by since May 15, 2007 shall receive compensation in the amount of one times (1X) the minimum call-in pay (three [3] hours pay at time and one-half his or her regular straight time hourly rate) for each week of stand-by duty performed by the employee up to the date of this Letter of Understanding.
8. Where there is a conflict between the Collective Agreement and this Letter of Understanding, this Letter of Understanding shall prevail.

9. The parties agree to discuss the issue of stand-by and call-out during this current round of bargaining. If the parties do not negotiate any new terms or conditions concerning stand-by and call-in in the current round of bargaining, this Letter of Understanding shall be deemed renewed on ratification of the Collective Agreement.

DATED in THUNDER BAY this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

LETTER OF UNDERSTANDING

BETWEEN:

CANADIAN UNION OF PUBLIC EMPLOYEES - LOCAL 1759

- and -

THUNDER BAY DISTRICT HEALTH UNIT

Recognition

The parties agree to meet no later than February 15, 2008 to discuss the new positions.

DATED IN THUNDER BAY this _____ day of _____, 2008.

FOR THE EMPLOYER

FOR THE UNION

SCHEDULE "A" – CLASSIFICATIONS AND SALARY SCALES

YEARLY RATES

AS OF JANUARY 1, 2007 - 3% Increase

Program Assistant / Dental Health Educator	34,880.99	35,264.50	35,648.01	36,068.04	36,433.29	36,853.32	37,236.83	37,620.34	38,040.37	38,423.88	38,825.65
Dental Assistant	37,620.34	38,040.37	38,423.88	38,825.65	39,227.42	39,592.67	40,012.70	40,396.21	40,797.98	41,199.75	41,583.26
RPN/HP Assistant	38,953.49	39,355.26	39,757.03	40,140.54	40,542.31	40,925.81	41,327.58	41,747.62	42,112.86	42,514.63	42,934.67
Tobacco Enforcement Officer	44,560.01	45,089.62	45,637.49	46,167.09	46,733.23	47,262.83	47,828.96	48,395.10	48,979.49	49,563.88	50,148.28
Dental Hygienist	51,006.60	52,047.56	53,088.51	54,111.19	55,152.15	56,193.10	57,234.05	58,275.00	59,315.95	60,356.90	61,379.59
Public Health Inspector	53,307.65	54,348.60	55,371.29	56,412.24	57,453.20	58,494.15	59,535.10	60,576.05	61,598.74	62,639.69	63,698.90
Senior PHI	58,366.31	59,315.95	60,210.80	61,160.44	62,073.56	63,023.20	63,899.79	64,812.90	65,780.80	66,712.18	67,661.82
Septic Inspectors	40,030.96	41,126.70	42,204.18	43,318.18	44,432.18	45,527.91	46,605.39	47,719.39	48,815.13	49,910.87	51,006.60
Senior Clerk (half-circled)	35,483.65	35,867.16	36,232.40	36,615.91	36,999.42	37,346.40	37,729.91	38,095.16	38,478.67	38,843.91	39,209.16

HOURLY RATES

AS OF JANUARY 1, 2007 - 3% Increase

Position	Start	1	2	3	4	5	6	7	8	9	10
Program Assistant / Dental Health Educator	19.10	19.31	19.52	19.75	19.95	20.18	20.39	20.60	20.83	21.04	21.26
Dental Assistant	20.60	20.83	21.04	21.26	21.48	21.68	21.91	22.12	22.34	22.56	22.77
RPN/HP Assistant	21.33	21.55	21.77	21.98	22.20	22.41	22.63	22.86	23.06	23.28	23.51
Tobacco Enforcement Officer	24.40	24.69	24.99	25.28	25.59	25.88	26.19	26.50	26.82	27.14	27.46
Dental Hygienist	27.93	28.50	29.07	29.63	30.20	30.77	31.34	31.91	32.48	33.05	33.61
Public Health Inspector	29.19	29.76	30.32	30.89	31.46	32.03	32.60	33.17	33.73	34.30	34.88
Senior PHI	31.96	32.48	32.97	33.49	33.99	34.51	34.99	35.49	36.02	36.53	37.05
Septic Inspectors	21.92	22.52	23.11	23.72	24.33	24.93	25.52	26.13	26.73	27.33	27.93
Senior Clerk (half-circled)	19.43	19.64	19.84	20.05	20.26	20.45	20.66	20.86	21.07	21.27	21.47

SCHEDULE "A" – CLASSIFICATIONS AND SALARY SCALES

YEARLY RATES

AS OF JANUARY 1, 2008 - 3% Increase

Program Assistant / Dental Health Educator	35,921.94	36,323.71	36,725.49	37,145.52	37,529.03	37,967.32	38,350.83	38,752.60	39,172.63	39,574.40	39,994.44
Dental Assistant	38,752.60	39,172.63	39,574.40	39,994.44	40,396.21	40,799.72	41,218.01	41,601.52	42,021.55	42,441.59	42,825.09
RPN/HP Assistant	40,122.27	40,542.31	40,944.08	41,345.85	41,765.88	42,149.39	42,569.42	43,007.72	43,372.96	43,793.00	44,231.29
Tobacco Enforcement Officer	45,893.16	46,441.03	47,007.16	47,555.03	48,139.42	48,687.29	49,271.69	49,856.08	50,440.47	51,043.13	51,645.78
Dental Hygienist	52,540.64	53,618.11	54,677.33	55,736.54	56,814.02	57,873.23	58,950.70	60,028.18	61,087.39	62,164.87	63,224.08
Public Health Inspector	54,914.74	55,973.95	57,033.16	58,110.64	59,169.85	60,247.33	61,324.80	62,402.28	63,443.23	64,520.71	65,616.44
Senior PHI	60,119.49	61,087.39	62,018.77	62,986.67	63,936.31	64,922.48	65,817.33	66,748.71	67,753.13	68,721.03	69,688.94
Septic Inspectors	41,236.27	42,368.54	43,464.27	44,614.80	45,765.32	46,897.59	48,011.59	49,143.85	50,276.11	51,408.37	52,540.64
Senior Clerk (half-circled)	36,013.26	36,396.76	36,780.27	37,163.78	37,547.29	37,912.53	38,296.04	38,661.29	39,063.06	39,428.31	39,793.55

HOURLY RATES

AS OF JANUARY 1, 2008 - 3% Increase

Position	Start	1	2	3	4	5	6	7	8	9	10
Program Assistant / Dental Health Educator	19.67	19.89	20.11	20.34	20.55	20.79	21.00	21.22	21.45	21.67	21.90
Dental Assistant	21.22	21.45	21.67	21.90	22.12	22.33	22.57	22.78	23.01	23.24	23.45
RPN/HP Assistant	21.97	22.20	22.42	22.64	22.87	23.08	23.31	23.55	23.75	23.98	24.22
Tobacco Enforcement Officer	25.13	25.43	25.74	26.04	26.36	26.66	26.98	27.30	27.62	27.95	28.28
Dental Hygienist	28.77	29.36	29.94	30.52	31.11	31.69	32.28	32.87	33.45	34.04	34.62
Public Health Inspector	30.07	30.65	31.23	31.82	32.40	32.99	33.58	34.17	34.74	35.33	35.93
Senior PHI	32.92	33.45	33.96	34.49	35.01	35.55	36.04	36.55	37.10	37.63	38.16
Septic Inspectors	22.58	23.20	23.80	24.43	25.06	25.68	26.29	26.91	27.53	28.15	28.77
Senior Clerk (half-circled)	19.72	19.93	20.14	20.35	20.56	20.76	20.97	21.17	21.39	21.59	21.79

SCHEDULE "A" – CLASSIFICATIONS AND SALARY SCALES

YEARLY RATES

AS OF JANUARY 1, 2009 - 3% Increase

Program Assistant / Dental Health Educator	36,999.42	37,419.45	37,839.49	38,259.52	38,679.55	39,099.58	39,501.35	39,939.65	40,341.42	40,761.45	41,199.75
Dental Assistant	39,939.65	40,341.42	40,761.45	41,199.75	41,601.52	42,021.55	42,459.85	42,843.36	43,281.65	43,719.95	44,103.45
RPN/HP Assistant	41,327.58	41,765.88	42,149.39	42,587.68	43,025.98	43,409.49	43,847.78	44,286.08	44,669.59	45,107.88	45,509.65
Tobacco Enforcement Officer	47,262.83	47,828.96	48,413.36	48,979.49	49,582.14	50,148.28	50,750.93	51,353.59	51,956.24	52,577.16	53,198.08
Dental Hygienist	54,111.19	55,225.20	56,320.93	57,416.67	58,512.41	59,608.15	60,722.15	61,836.15	62,913.62	64,009.36	65,123.36
Public Health Inspector	56,558.34	57,654.08	58,749.82	59,845.56	60,941.30	62,055.30	63,169.30	64,283.30	65,342.51	66,456.51	67,570.51
Senior PHI	61,927.46	62,913.62	63,899.79	64,867.69	65,853.85	66,821.76	67,789.66	68,757.56	69,780.25	70,784.67	71,770.84
Septic Inspectors	42,478.11	43,646.90	44,779.16	45,947.95	47,116.73	48,303.78	49,454.31	50,623.10	51,791.88	52,942.41	54,111.19

HOURLY RATES

AS OF JANUARY 1, 2009 - 3% Increase

Program Assistant / Dental Health Educator	20.26	20.49	20.72	20.95	21.18	21.41	21.63	21.87	22.09	22.32	22.56
Dental Assistant	21.87	22.09	22.32	22.56	22.78	23.01	23.25	23.46	23.70	23.94	24.15
RPN/HP Assistant	22.63	22.87	23.08	23.32	23.56	23.77	24.01	24.25	24.46	24.70	24.92
Tobacco Enforcement Officer	25.88	26.19	26.51	26.82	27.15	27.46	27.79	28.12	28.45	28.79	29.13
Dental Hygienist	29.63	30.24	30.84	31.44	32.04	32.64	33.25	33.86	34.45	35.05	35.66
Public Health Inspector	30.97	31.57	32.17	32.77	33.37	33.98	34.59	35.20	35.78	36.39	37.00
Senior PHI	33.91	34.45	34.99	35.52	36.06	36.59	37.12	37.65	38.21	38.76	39.30
Septic Inspectors	23.26	23.90	24.52	25.16	25.80	26.45	27.08	27.72	28.36	28.99	29.63

A.01 Certificates

Effective January 1, 1990 Public Health Inspectors shall receive an annual educational allowance of five hundred dollars (\$500.00) upon presentation to the Employer of a certificate in Environmental Health Administration.

A.02 The daily rate of pay shall be calculated by dividing the rate by 260.89.

The bi-weekly rate of pay shall be calculated by dividing the annual rate by 26.089.

A.03 In determining a new employee's start rate on the Schedule "A" salary grid, the Employer may consider an employee's recent years of experience in a comparable position.